



TACOMA HOUSING AUTHORITY

BOARD OF COMMISSIONERS

BOARD PACKET

JULY 26, 2023



**Tacoma
Housing
Authority**

Executive Director
April Black

Board of Commissioners
Shennetta Smith, Chair | Dr. Minh-Anh Hodge, Vice Chair
Stanley Rumbaugh | Derek Young | Pastor Michael Purter

REGULAR MEETING

BOARD OF COMMISSIONERS

JULY 26, 2023

The Board of Commissioners of the Housing Authority of the City of Tacoma will hold a Regular Meeting on **Wednesday, July 26, 2023, at 4:45 PM via Zoom and at 902 S L Street, Tacoma, WA 98405.**

<https://us02web.zoom.us/j/89249789260> | **Meeting ID:** 892 4978 9260 | **Dial:** (253) 215-8782

The site is accessible to people with disabilities. Persons who require special accommodations should contact Sha Peterson (253) 207-4450, before 4:00 pm the day before the scheduled meeting.

I, Sha Peterson, certify that on or before 5 days prior to meeting, I faxed / EMAILED the preceding PUBLIC MEETING NOTICE before:

City of Tacoma	747 Market Street, Room 800 Tacoma, WA 98402	CityClerk@cityoftacoma.com
Northwest Justice Project	715 Tacoma Avenue South Tacoma, WA 98402	
KCPQ-TV/Channel 13	1813 Westlake Avenue North Seattle, WA 98109	tips@q13fox.com
KSTW-TV/CW 11	1715 East Madison Street Seattle, WA 98122	cw11@kstwtv.com
KNKX	930 Broadway Tacoma, WA 98402	info@knkx.org
Tacoma News Tribune	2602 S. 38th Street, Suite A PMB3 Tacoma, WA 98409	newstips@thenewstribune.com

and other individuals and organizations with residents reporting applications on file.

Sha Peterson
Executive Initiatives Officer

902 SOUTH L STREET, SUITE 2A | TACOMA, WASHINGTON 98405-4037

Phone 253-207-4400 | Fax 253-207-4440 | www.tacomahousing.org



AGENDA

TACOMA HOUSING AUTHORITY REGULAR BOARD OF COMMISSIONERS MEETING JULY 26, 2023, 4:45 PM

902 South L Street, Tacoma, WA 98405, 2nd Floor Conference Room

ZOOM: <https://us02web.zoom.us/j/89249789260> / MEETING ID: 892 4978 9260

DIAL: (253) 215-8782

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF MINUTES**
 - 3.1. Minutes of June 28, 2023—Regular Session
4. **GUEST COMMENTS**
5. **COMMITTEE REPORTS**
 - 5.1 Real Estate Development Committee
 - 5.2 Finance and Audit Committee
 - 5.3 Community Partnerships and Advocacy Committee
 - 5.4 Education, Housing, Services, and Partnerships Committee
 - 5.5 Diversity, Equity, Inclusion, and Belonging Committee
6. **FINANCE REPORT**
 - 6.1. Ratifying Cash Disbursement for June 2023
7. **AGENCY MONTHLY REPORT**
8. **NEW BUSINESS**
 - 9.1 2023-07-26 (1) Ratify of the OPEIU Contract
 - 9.2 2023-07-26 (2) Employment Separation Policy-Update
 - 9.3 2023-07-26 (3) Time Away from THA Policy-Update
 - 9.4 2023-07-26 (4) LIHI PBV VASH Conversion
 - 9.5 2023-07-26 (5) LIHI PBV VASH AHAP
 - 9.6 2023-07-26 (6) PBVs for Mercy at Aviva
 - 9.7 2023-07-26 (7) Extension of Property Based Subsidy Contract Campbell Court Apartments
9. **SPECIAL RECOGNITION**
10. **EXECUTIVE SESSION**
 - 10.1. To review the performance of a public employee
11. **COMMENTS FROM THE COMMISSIONERS**
12. **ADJOURNMENT**



TACOMA HOUSING AUTHORITY

MINUTES



BOARD OF COMMISSIONERS MEETING MINUTES

REGULAR SESSION WEDNESDAY, JUNE 28, 2023

The Commissioners of the Housing Authority of the City of Tacoma met in Regular Session at 902 South L Street, Tacoma, WA 98405 at 4:45 pm on Wednesday, June 28, 2023.

1. CALL TO ORDER

Chair Smith called the meeting of the Board of Commissioners of the Housing Authority of the City of Tacoma (THA) to order at 4:50 pm.

2. ROLL CALL

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

PRESENT	ABSENT
COMMISSIONERS	
Chair Shennetta Smith	
Vice Chair Dr. Minh-Anh Hodge	
Commissioner Stanley Rumbaugh (left early at 5:30 pm)	
Commissioner Derek Young	
Commissioner Pastor Michael Purter	
STAFF	
April Black, Executive Director	
Aley Thompson, Deputy Executive Director	
Sha Peterson, Executive Initiatives Officer	
Richard Deitz, Finance Director	
Sharrall Madden, Human Resources Director	
Marquis Jenkins, Property Management Director	
Cacey Hanauer, Client Support and Empowerment Director	
	Sandy Burgess, Asset Management and Real Estate Development Director
Adam Ydstie, Policy, Innovation, and Evaluation Director	
Amber Prentice, Rental Assistance Director	
William Morse, Director/CIO	
	Jaime Gomez-Beltran, Property Management Assistant Director

Chair Smith declared there was a quorum present at 4:51 pm and proceeded.

3. APPROVAL OF MINUTES OF THE PREVIOUS MEETING

Chair Smith asked for any corrections to or discussion of minutes for the Regular Session of the Board of Commissioners for Wednesday, April 26, 2023. Vice Chair Hodge moved to adopt the minutes. Commissioner Young seconded.

Upon roll call, the vote was as follows:

AYES:	4
NAYS:	None
Abstain:	None
Absent:	1

Commissioner Rumbaugh had technical issues and could not vote on the minutes.

Motion approved.

Chair Smith asked for any corrections to or discussion of minutes for the Regular Session of the Board of Commissioners for Wednesday, May 24, 2023. Vice Chair Hodge moved to adopt the minutes. Commissioner Young seconded.

Upon roll call, the vote was as follows:

AYES:	4
NAYS:	None
Abstain:	None
Absent:	1

Commissioner Rumbaugh had technical issues and could not vote on the minutes.

Motion approved.

4. GUEST COMMENTS

None.

5. COMMITTEE REPORTS

REAL ESTATE DEVELOPMENT COMMITTEE—COMMISSIONER RUMBAUGH, COMMISSIONER YOUNG

The committee met on Monday, June 26, 2023, and discussed James Center North and funding. They also discussed unit turns. The committee will keep an eye on unit turns and discuss more about them during sub-committee meetings.

FINANCE AND AUDIT COMMITTEE—VICE CHAIR HODGE AND COMMISSIONER YOUNG

The committee did not meet.

EDUCATION, HOUSING SERVICES AND PARTNERSHIPS COMMITTEE—CHAIR SMITH, VICE CHAIR HODGE

The committee did not meet but hoping to schedule something in July.

COMMUNITY PARTNERSHIPS AND ADVOCACY COMMITTEE—CHAIR SMITH, COMMISSIONER PURTER

The committee did not meet.

DIVERSITY, EQUITY, INCLUSION AND BELONGING COMMITTEE—CHAIR SMITH, VICE CHAIR HODGE

The committee met yesterday, June 27, 2023, and spent the majority of time reviewing comments and recommended edits and input regarding changes to the By-laws. They also had conversations centered around the roles and responsibilities of the Board of Commissioners, their relationship with staff, and the proper protocol to contact the Commissioners. The By-laws are still in draft form and will be discussed further during the annual Board meeting. The committee also discussed all the DEIB sub-committee work thus far.

6. FINANCE REPORT

FINANCE

Finance Department (FD) Director Rich Deitz directed the board to the finance report.

7.1 RATIFYING CASH DISBURSEMENT FOR MAY 2023

Total Cash Report is consistent with last month. There is no Moving to Work (MTW) cash on hand. Housing and Urban Development (HUD) held cash is up \$800k.

Commissioner Young moved to ratify the payment of cash disbursements totaling \$9,241,138 for the month of May 2023. Commissioner Hodge seconded.

Upon roll call, the vote was as follows:

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

Motion approved.

7. PRESENTATION: REVIEW OF 2023 GOALS AND A LOOK AHEAD TO 2024

Executive Director (ED) Black presented the 2023 mid-year goals. The purpose of the review is for staff to use the revised long-term goals to begin setting 2023 short-term goals. The 2023 short-term goals will be used as a basis for creating the 2024 budget. The Board will review and approve the updated goals and budget by the end of 2023.

Review of THA Goals:

1. Increase the amount of available housing for low-income families.
2. Increase housing access and stability.
3. Embed principles of diversity, equity, inclusion, and belonging (DEIB) in THA's programs, culture, and priorities.
4. Make THA a great place to work.

Next steps include tentatively agreeing on revisions to 2024 agency goals, drafting the 2024 budget using the revised goals, and finalizing the 2024 goals/budget by the end of 2023.

ED Black presented the working draft of the long-term goals and 2024 activities. THA will aim to complete the goals in a manner that is collaborative and inclusive between the respective departments assigned to the work, the Leadership Team, staff, and the Board and staff DEIB steering committees.

There will be no presentation in July because budget will not be ready.

8. AGENCY MONTHLY REPORT

ED Black presented the agency report for June 2023.

- Housing Hilltop is progressing well with a clean and safe construction site. Security patrols continue. Housing Hilltop was 18% complete at the end of May.
- THA anticipates closing on \$4,850,000 in financing from the State Housing Trust Fund for North Highland Court this month.
- Portfolio occupancy for the month is at 95%.
- Moving to Work (MTW) utilization dipped to 95.8% this month.
- The Client Support and Empowerment team worked together with 11 community partners and local businesses to hold Eastside Connect 2023 at Salishan on May 19th.

9. NEW BUSINESS

9.1 UPDATE TO THE KOZ ON MARKET PROPERTY BASED SUBSIDY CONTRACT

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

WHEREAS, ; THA has been providing Property Based Subsidy Housing Assistance Payments to Koz on Market Street Apartments since 2019; and

WHEREAS, ; Koz on Market Street Apartments houses low-income households and homeless and near homeless students; and

WHEREAS, ; Increasing the area median income limits on select units may address leasing concerns; now, therefore, be it

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

THA's Executive Director is authorized to amend the Property Based Subsidy Housing Assistance Payment contract with Market Street Property Owner LLC to increase the AMI eligibility on up to three units.

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

AYES: 4
NAYS: None
Abstain: None
Absent: None

Motion approved: June 28, 2023

Shennetta Smith, Chair

9.2 UPDATE TO THE KOZ AT THE DOME PROPERTY BASED SUBSIDY CONTRACT

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

WHEREAS, THA has been providing Property Based Subsidy Housing Assistance Payments to Koz at the Dome Apartments since 2020; and

WHEREAS, Koz at the Dome Apartments houses low-income households and homeless and near homeless students; and

WHEREAS, Increasing the area median income limits on select units may address leasing concerns; now, therefore, be it

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

THA's Executive Director is authorized to amend the Property Based Subsidy Housing Assistance Payment contract with Dome Property Owner LLC to increase the AMI eligibility on up to three units.

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

AYES: 4
NAYS: None
Abstain: None
Absent: None

Motion approved: June 28, 2023

Shennetta Smith, Chair

9.3 EXTENSION OF PROJECT-BASED VOUCHER CONTRACT: ELIZA MCCABE TOWNHOUSES

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

WHEREAS, THA has provided project-based voucher assistance to Mercy Housing Washington VI, L.P.'s property Eliza McCabe Townhouses since 2013; and

WHEREAS, Eliza McCabe provides housing for low-income families in the community; and

WHEREAS, an extension up to 20 years will allow THA and Eliza McCabe Townhouses to continue to provide housing assistance to low-income families in the community; and

WHEREAS, Failure to extend this contract would lead to a loss of affordable housing units; now, therefore, be it

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

The Board authorizes an extension of THA's PBV HAP Contract with Mercy Housing Washington VI, L.P. for up to twenty (20) years.

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

AYES: 4
NAYS: None
Abstain: None
Absent: None

Motion approved: June 28, 2023

Shennetta Smith, Chair

9.4 EXTENSION OF PROJECT-BASED VOUCHER CONTRACT: HILLSIDE GARDENS

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

WHEREAS, THA has provided project-based voucher assistance to Mercy Housing Washington VIII, L.P.'s property Hillside Gardens since 2013; and

WHEREAS, Hillside Gardens provides housing for low-income families in the community; and

WHEREAS, an extension up to 20 years will allow THA and Hillside Gardens to continue to provide housing assistance to low-income families in the community; and

WHEREAS, Failure to extend this contract would lead to a loss of affordable housing units; now, therefore, be it

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

The Board authorizes an extension of THA's PBV HAP Contract with Mercy Housing Washington VIII, L.P. for up to twenty (20) years.

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

AYES: 4
NAYS: None
Abstain: None
Absent: None

Motion approved: June 28, 2023

Shennetta Smith, Chair

Commissioner Rumbaugh had to leave the meeting early, but had no objections to the four resolutions submitted tonight.

10. EXECUTIVE SESSION

The Board of Commissioners went into executive session at 5:10 pm for 23 minutes to review the performance of a public employee and came back into regular session at 5:33 pm.

11. COMMENTS FROM COMMISSIONERS

Commissioner Purter thanked everyone for their hard work and for their teamwork. Vice Chair Hodge echoed that and so this Chair Smith.

12. ADJOURNMENT

There being no further business to conduct, the meeting ended at 6:06 PM.

APPROVED AS CORRECT

Adopted: July 26, 2023

Shennetta Smith, Chair



Real Estate Development Committee

Commissioner Stanley Rumbaugh
Commissioner Derek Young
Adam Ydstie
Nicholas Carr
Rich Deitz
Sandy Burgess

Finance Committee

Commissioner Derek Young
Vice Chair Minh-Anh Hodge
Aley Thompson
Rich Deitz

Community Partnerships and Advocacy Committee

Chair Shennetta Smith
Commissioner Pastor Michael Purter
Adam Ydstie
Cacey Hanauer
Nicholas Carr
Nick Tolley

Education, Housing, Services and Partnerships Committee

Chair Shennetta Smith
Vice Chair Minh-Anh Hodge
Adam Ydstie
Aley Thompson
Cacey Hanauer
Marquis Jenkins

Diversity, Equity and Inclusion Committee

Chair Shennetta Smith
Vice Chair Minh-Anh Hodge
Christine Nguyen
Jaime Gomez-Beltran
Les Pogue
Sharrall Madden



TACOMA HOUSING AUTHORITY

AGENCY MONTHLY REPORT



TACOMA HOUSING AUTHORITY

To: THA Board of Commissioners
From: April Black, Executive Director
Date: July 26, 2023
Re: Agency Monthly Report

THA's Mission

We provide high quality, stable and sustainable housing and supportive services to people in need. It does this in ways that help them prosper and help our communities become safe, vibrant, prosperous, attractive and just.

On the following pages you will find our agency highlights for the month of July. The agency updates are categorized as they relate to our long-term goals:

- Increase the amount of available housing for low-income families
- Increase housing access and stability
- Embed principles of diversity, equity, inclusion and belonging (DEIB) in THA's program, culture, and priorities
- Make THA a great place to work

Every person at THA contributes to our work and is integral to fulfilling our mission. This report represents just a small percentage of the work our team does in service to our community.

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INCREASE THE AMOUNT OF AFFORDABLE HOUSING FOR LOW INCOME FAMILIES

BY 2028, ADD AT LEAST 500 NEW UNITS OF AFFORDABLE HOUSING THROUGH DEVELOPMENT OR PARTNERSHIP

Rental Assistance received a letter of support from the VA to add 10 additional project-based VASH units at a new development project scheduled for completion in early 2025. A resolution will be presented during the July Board meeting.

Housing Hilltop continues to progress, with the south building showing all five floors of wood framing above the two levels of parking. The roof will be on soon! The retail space on the north building is taking shape, and we will see the wood framing start to progress on this building in September. The project remains on budget and on schedule, with \$31,600,000 of our \$119,000,000 budget expended, including \$867,000 in contingency spent or committed. \$3,000,000 in contingency remains and given that we are out of the ground and finishing up site work, we anticipate the use of contingency can be directed at “owner alternates” for upgrading finishes, as well as creating project savings.

The James Center North/Aviva Crossing project work continues, with Mercy and Koz and Metro Parks as our partners. The City of Tacoma and Tacoma Public Utilities are deeply involved with THA and the partners on timing issues related to relocation and upgrading of infrastructure on this site. We will move forward with the design of the new sanitary sewer main line upgrade required for adding housing to the site, as well as the design for the relocation of the water and power. The cost of this design work is included in the 2023 THA budget, and the cost of the

sewer upgrade itself will be funded by a legislative appropriation THA received in the last legislative session. We will apply to the State CHIP (Creating Housing Infrastructure Program) for additional funding for the sewer upgrade. The balance of the infrastructure work will require cost sharing from the partners and THA, and any future property owners at JCN.

On June 30, THA closed on \$4,850,000 in financing with the State Housing Trust Fund for the acquisition of North Highland Court. N. Highland Court, 35 units, was purchased in July of 2022 using a loan from Banner Bank, matched with THA funds. The State HTF funding reimbursed THA for our share of the acquisition costs (\$3,000,000), as well as other related closing costs, a replacement reserve for future rehab needs at the site, and a reduction in the Banner Bank loan.

INCREASE HOUSING ACCESS AND STABILITY

Our Special Purpose vouchers have seen steady increases in utilization. EHV & VASH both had a saw 5% increase in utilization and FYI had a 4% increase.

Rental Assistance in partnership with the VA have successfully filled all 8 tenant-based VASH set-aside units at the Pinnacle Apartments in Fife.

EMBED PRINCIPLES OF DIVERSITY, EQUITY, INCLUSION, AND BELONGING (DEIB) IN THA'S PROGRAMS, CULTURE, AND PRIORITIES

The Human Resources department is proposing two policy updates that aim to enhance employee benefits and align with recent contract negotiations. The first policy revision pertains to the Employment Separation policy, which will enable retiring or disabled employees to receive tiered sick leave cash-outs based on their years of service. This update recognizes the dedication of long-serving employees and supports their transition into retirement or disability.

The second policy revision encompasses several improvements, including the recognition of Indigenous People's Day, the addition of an extra Floating Holiday, an expansion of Vacation Carry Over allowance, an increase in bereavement leave, and the introduction of Rest and Wellness Days. These enhancements prioritize employee well-being, ensuring they have additional time for cultural observance, mental health, and self-care.

MAKE THA A GREAT PLACE TO WORK

The Tacoma Housing Authority (THA) and the Office and Professional Employees International Union (OPEIU), have reached a tentative agreement on the expiring Collective Bargaining Agreement (CBA). These proposed changes aim to foster an environment of inclusivity and

respect for all employees by using gender-neutral language. The revised CBA brings significant updates, including the observance of Indigenous Peoples Day from October 14, 2024, and the introduction of comprehensive benefits through the Public Employees Benefits Board (PEBB) program from January 1, 2024. In addition, we updated the agreement to include the latest state law provisions, such as the Washington Paid Family and Medical Leave and WA Long Term Care Act. Moreover, the revised sick leave section and the introduction of a competitive wage scale designed to retain a workforce earning a housing wage, recognize long-term commitment, and draw in skilled and dedicated professionals. Overall, this tentative agreement represents a substantial investment in THA's workforce, aligning with its commitment to high-quality service goal within an inclusive and flexible work environment.

The Human Resources department and Archbright, a reputable compensation consulting firm, have successfully completed a comprehensive compensation study. This study has been executed with utmost attention to detail, ensuring alignment with our agency's goals and our recently established Compensation Philosophy. Transparency, which is an integral part of our compensation strategy, is now clearer, more predictable, and straightforward, thereby providing our employees with a detailed understanding of how their compensation is determined.

Here's an overview of the key elements of our compensation program:

- We are committed to providing a supportive compensation environment, and our goal is to ensure a Housing Wage for all full-time employees. This wage is calculated based on the cost of a 2-bedroom apartment in Tacoma, WA, and is incorporated within the framework of the OPEIU and Trades Council Collective Bargaining Agreement. Currently, the rate for 2023 stands at \$32 per hour.
- By raising salaries of full-time employees to this rate, we created a distinct classification for positions as either "Market Rate" or "Housing Rate". Positions classified as "Market Rate" are typically paid over \$32 per hour and are placed according to the prevailing "Market Rate". Positions classified as "Housing Rate" are aligned to cover the cost of a 2-bedroom apartment in Tacoma, WA.
- To maintain competitiveness, we commit to performing annual audits of our pay grades. This is vital in determining any necessary adjustments to remain aligned with market standards or budget shortfalls. As we classify roles into our pay structure, our goal is to align them with the median compensation of comparable organizations in the Seattle/Tacoma Metro area. We employ a two-pronged approach here: for corporate

positions, such as those in Finance, HR, and IT, we leverage cross-industry data, whereas for other roles, we compare benchmarks from similar positions in other Housing Authorities or Government Agencies. This nuanced approach allows us to offer a compensation package that is both competitive and fair.

- Next, we embarked on a thorough dual-faceted equity analysis. The initial phase centered on the tenure in the respective positions, allowing us to evaluate compensation fairness based on an employee's time in a position. We then shifted our focus towards identifying outliers, a process informed both by tenure and total years of relevant experience. In situations where discrepancies were found, we have made equity adjustments to address and bridge any identified pay gaps. Lastly, we carried out a final review to ascertain the fairness of the new structure, ensuring no disparities based on gender or race.

We have carefully instituted a new pay grade structure that ensures fairness for all our current employees and prospective new hires. In keeping with our dedication to fostering an inclusive workplace, every employee will receive a personalized statement from Human Resources detailing the specifics of their pay changes, thus allowing for individualized understanding and clarity about their compensation.

In conclusion, the newly completed compensation study manifests our commitment to transparency, competitiveness, supportiveness, and equity, reinforcing our mission and emphasizing our employees' well-being.

A LOOK AHEAD: AUGUST BOARD FOCUS

August is our annual meeting with the election of new Board officers and having Commissioners choose the Board subcommittees they want to be on.

ADVOCACY ITEMS

General Advocacy

We are continuing to advocate for employers to pay living wages. We will be featured in an upcoming addition of Affordable Housing News which is a national publication. We will also be submitting an op-ed to The News Tribune. Thank you to the THA Board for your support in our efforts to pay a living wage.

Federal Budget

On July 12, 2023, the House Appropriations Subcommittee on Transportation, and Housing and Urban Development, and Related Agencies (THUD) held a markup on the Fiscal Year 2024 THUD Appropriations Bill. The draft FY24 House THUD funding bill was passed along party lines by voice vote and forwarded to the full Committee, without amendment. Amendments are expected during the full committee markup. The funding bill includes \$68.217 billion for HUD programs—a decrease of \$3.926 billion below the FY23 enacted level and a \$2.356 billion decrease from HUD’s request.

Key provisions of the FY24 House THUD funding levels include:

- No funding for Choice Neighborhoods Initiative, HUD-VASH, Incremental Vouchers, Mobility Vouchers, and the Family Unification Program.
- \$31.132 billion for the Tenant-Based Rental Assistance Program which the committee claims will maintain housing support for 2.4 million households.
- \$8.363 billion for the Public Housing Fund, which is \$150 million below the FY23 enacted level and \$530 million below the Biden Administration request.
- \$5.820 billion for Project-Based Rental Assistance, which the committee asserts will fully renew housing contracts serving 1.3 million households.

As the budget proposal moves through the legislative process, these numbers could increase or decrease, particularly since the Senate still needs to make public its FY24 THUD proposal. CLPHA will continue to monitor and report on the FY24 THUD appropriations as the process unfolds.

We’ve also learned that Congressman Kilmer was able to include THA’s Community Project Funding (CPF) request in the Fiscal Year (FY) 2024 Interior-Environment spending bill. The measure includes \$959,757 for the James Center North Project.

Moving to Work

Senate Appropriations staff have included a 15-year extension to the original 39 Moving to Work contracts. This would extend THA’s contract to 2043. We will now focus our advocacy now on the House of Representatives to ensure the language remains in the final bill.

Rental Assistance Demonstration (RAD)

- THA is working with the Council of Large Public Housing Authorities' RAD and MTW Collaboratives to advocate for changes in calculating the number of households THA must serve. THA converted its public housing to RAD, THA received 51% of the funding it would receive in the private market. However, THA was expected to serve new households as if we'd received 100% of the funding. We are advocating adjusting our numbers to account for this prorated funding.
- We are advocating for increases to THA's RAD Rent amounts for our current units as well as the calculation for new construction funding so we can utilize our Faircloth units. We expect that this fall, new rule guidance on RAD Rents will be released by HUD. There is very little confirmation on what these new rules will do, but there is speculation that the RAD Rent amounts will be increased, or the formulas changed for certain PHAs whose local market rents are far surpassing the HUD Fair Market Rent (FMR) calculations. We will track this closely.

City of Tacoma

In response to an initiative pegged as a "Tenant's Bill of Rights" (Initiative 2023-01), on July 11th, the city adopted a package of rental housing code updates (Substitute) that will be written into city code in the next two weeks. They then voted to send those ordinance changes to the ballot in November to effectively compete with the citizen initiative. As such, Ordinance 28894 will be implemented in Tacoma immediately, and the voters will be asked to approve identical language this fall. If the competing Initiative 2023-01 passes instead of the Tacoma-passed ordinance, it doesn't automatically cancel the city's rental code changes as passed; rather, the city will have to find a way to make them both work starting January 2024. This has been complicated to track. At any rate, the initiative and the already passed ordinance will be on November's ballot for consideration by the voting public.



TACOMA HOUSING AUTHORITY

FINANCE REPORT



MOTION

Date: July 26, 2023

To: THA Board of Commissioners

MOTION

Adopt a consent motion ratifying the payment of cash disbursements totaling \$6,952,565 for the month of June 2023.

Approved: July 26, 2023

Shennetta Smith, Chair

TACOMA HOUSING AUTHORITY
Cash Disbursements for the month of June 2023

		Check Numbers				
		From	To	Amount	Totals	
A/P Checking Accounts						
Accounts Payable Checks	Check #'s	96,630	-	96,681		
Accounts Payable ACHs	ACHs	2,087	-	2,170		
Business Support Center				822,968	Program Support	
Moving To Work Support Center				122,490		
Moving To Work Buildings (used by Support Center)				9,478		
Tax Credit Program Support Center				40,731		
Section 8 Programs				209,728	Section 8 Operations	
Salishan 7				14,399	Properties	
Alberta J Canada Bldg				297		
James Center				8,268	Development	
Hillsdale Heights				475		
Bus Development Activity				26,989		
Department of Commerce Funding for Crisis Residential Center				187,197	Client Support	
Community Services MTW Fund				11,755		
COT-Community Wellness Program				2,100		
AMP 6 - Scattered Sites				15	Public Housing	
AMP 9 - HT 1500 - Subsidy				697		
THA SUBTOTAL				1,457,585		
Hillside Terrace 2 & 1500				6,133	Tax Credit Projects - Reimbursable	
Bay Terrace I & II & Community Facility				9,611		
Housing Hilltop LLLP				19,411		
Arlington Youth Campus				3,101		
Court F (The Rise)				2,389		
Renew Tacoma Housing				33,752		
Salishan 1 - Salishan 6				16,414		
TAX CREDIT SUBTOTAL (Operations & Development - billable)				90,811	1,548,396	
Section 8 Checking Account (HAP Payments)						
SRO/HCV/VASH/FUP/NED	Check #'s	487,039	-	487,151	191,363	
	ACHs	31,664	-	32,591	4,180,742	\$ 4,372,105
Payroll & Payroll Fees - ADP						\$ 1,032,064
TOTAL DISBURSEMENTS						\$ 6,952,565

TACOMA HOUSING AUTHORITY				
CASH POSITION - May 2023				
Account Name			Current Balance	Interest
HERITAGE BANK				
Accounts Payable			4,710,529	1.75%
Section 8 Checking			10,332,609	1.75%
THA Affordable Housing Proceeds-Salishan			2,000,875	1.75%
THA Scattered Sites Proceeds			5,972,984	1.75%
FSS Escrows			219,949	1.75%
FSS Forfeitures			14,825	1.75%
CSA Escrows			106,411	1.75%
Note Fund Account			104	1.75%
THA Investment Pool			342	1.75%
THDG - Tacoma Housing Development Group			1,081,134	1.75%
Salishan 7 Operations			1,384,504	1.75%
Salishan 7 Security Deposit			31,313	1.75%
Salishan 7 Replacement Reserve			606,197	1.75%
Salishan 7 Operating Reserve			206,648	1.75%
North Highland Operations			87,174	1.75%
North Highland Security Deposit			25,380	1.75%
Highland Crest Operations			891,588	1.75%
Highland Crest Replacement Reserve			373,953	1.75%
Highland Crest Security Deposit			41,363	1.75%
Outrigger Operations			680,311	1.75%
Outrigger Replacement Reserve			318,470	1.75%
Outrigger Security Deposit			25,720	1.75%
Prairie Oaks Operations			263,012	1.75%
Prairie Oaks Replacement Reserve			48,970	1.75%
Prairie Oaks Security Deposit			5,245	1.75%
Payroll Account			14,520	1.75%
HOME STREET BANK				
James Center North Operations			1,361,579	0.00%
James Center North Security Deposit			75,035	0.00%
WASHINGTON STATE				
Investment Pool			\$ 8,501,727	5.15%
1. TOTAL THA CASH BALANCE			\$ 39,382,472	
Less:				
2. Total MTW Cash Balance			\$ 6,913,274	
Less Minimum Operating Reserves				
2.01 Public Housing AMP Reserves (4 months Operating Exp.)				
2.02 S8 Admin Reserves (3 months Operating Exp.)			726,000	
2.09 Less Total Minimum Operating Reserves			\$ 726,000	
2.1. MTW Cash Available (Lines 2-2.09)			\$ 6,187,274	
3. MTW Cash Held By HUD			\$ 3,387,464	
4. Non MTW Cash Restrictions/Obligations				
4.1 Non MTW Operational Restrictions				
4.10 HUD Restricted - Lot and Property Sales			\$ 7,973,858	
4.101 Area 2B Sales Proceeds (Afford Hsg)			2,000,875	
4.102 Scattered Sites Proceeds (Afford Hsg)			5,972,984	
4.20 THA Property Accounts Reserved			\$ 12,749,082	
4.201 Security Deposit Accounts			204,056	
4.202 Highland Crest Operations Reserves			520,000	
4.203 Highland Crest Replacement Reserves			373,953	
4.204 James Center North Operations Reserves (Debt Svc)			1,000,000	
4.205 James Center North Capital			262,935	
4.206 Outrigger Operations Reserve			150,000	
4.207 Outrigger Replacement Reserves			318,470	
4.208 Prairie Oaks Operations Reserves			177,000	
4.209 Prairie Oaks Replacement Reserves			48,970	

TACOMA HOUSING AUTHORITY				
CASH POSITION - May 2023				
4.210	Salishan 7 Operations Reserves		750,000	
4.211	Salishan 7 Replacement Reserves		606,197	
4.212	North Highland Court Operations Reserves		50,000	
4.213	Housing Hilltop Loan Reserve		8,287,500	
4.30	Rental Assistance Reserves			\$ 770,612
4.301	Mod Rehab Operating Reserves		83,401	
4.302	VASH, FUP, FYI, NED, EHV & MAIN HAP Reserves		346,026	
4.303	FSS & CSA Escrows		341,185	
4.40	Prepaid Grants			\$ 1,618,196
4.401	TPS Interlocal (CS-2017-011)		209,131	
4.402	Balmer Foundation - Education Prog (CS-2020-005)		98,398	
4.403	College Spark (PI-2018-005)		52,848	
4.404	GTCF Grant (PI-2019-005)		126,685	
4.405	Ballmer Foundation - COVID Rent Assist (RA-2020-003)		50,000	
4.406	THDG		1,081,134	
4.60	Total - Non MTW Cash Restrictions (4.10+4.20+4.30+4.40+4.50)			\$ 23,111,748
4.70	Agency Contracted or Budgeted Commitments Remaining			\$ -
			-	
			-	
4.99	Total Non MTW Cash Restrictions/Obligations (Lines 4.60+4.70)			\$ 23,111,748
5.	THA UNENCUMBERED (Non-MTW) CASH (Lines 1-2-4.99)			\$ 9,357,450
6.	Development Advances - Project Reimbursement upon draw			\$ 67,890
6.01	Housing Hilltop LLLP		67,890	



TACOMA HOUSING AUTHORITY

NEW BUSINESS

Resolution 1



RESOLUTION 2023-07-26 (1)

Date: July 26, 2023

To: THA Board of Commissioners

From: Sharrall Madden
Human Resources Director

Re: Ratify the OPEIU Collective Bargaining Agreement

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

BACKGROUND

This resolution pertains to the ratification of the Collective Bargaining Agreement (CBA) that was recently negotiated between the Tacoma Housing Authority and the Office and Professional Employees International Union (OPEIU). On July 12, 2023, the bargaining unit employees have expressed their affirmation by voting in favor of this agreement. This three-year contract is pending to be effective on July 1, 2023, and conclude on June 30, 2026.

The updated CBA includes several significant changes:

1. The agreement is now updated to adopt gender-neutral language.
2. Indigenous Peoples Day has been added, with annual observance commencing from October 14, 2024.
3. As of January 1, 2024, THA will provide comprehensive benefits through the Public Employees Benefits Board (PEBB) program. This includes medical, vision, dental coverage, life insurance, and long-term disability insurance for eligible employees and retirees.
4. Provisions for Washington State laws, including the Washington Paid Family and Medical Leave and WA Long Term Care Act, have been included.

5. Revisions have been made to sick leave section to provide additional benefits based on the employee's length of service. Notably, retiring employees separating from employment with 20 years of service at THA will now be eligible for 100% of their accrued sick leave balance.
6. A new wage scale for OPEIU employees, aiming to attract and retain employees, thereby increasing the number of employees earning a housing wage.

OPEIU Representative, Valarie Peaphon and Tara Powell, has confirmed that all questions and concerns from the membership were addressed during the negotiation process.

RECOMMENDATION

Approve Resolution 2023-07-26 (1) authorizing the Executive Director to sign the new Office and Professional Employee International Union ("OPEIU") collective bargaining agreement.



RESOLUTION 2023-07-26 (1)
(Ratify the OPEIU CBA)

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

WHEREAS, the recently negotiated Collective Bargaining Agreement (CBA) between Tacoma Housing Authority and the Office and Professional Employees International Union (OPEIU) was ratified by the bargaining unit employees on July 12, 2023; and

WHEREAS, the new CBA is a three-year contract, effective from July 1, 2023, and set to expire on June 30, 2026; and

WHEREAS, the CBA has undergone significant changes which include the adoption of gender-neutral language, incorporation of Indigenous Peoples Day to be observed from October 14, 2024, and introduction of comprehensive benefits through the Public Employees Benefits Board (PEBB) program from January 1, 2024; and

WHEREAS, the CBA has accommodated Washington State laws, including the Washington Paid Family and Medical Leave and the WA Long Term Care Act, and has enhanced the sick leave benefits based on an employee's length of service; and

WHEREAS, a new wage structure for OPEIU employees has been established with the aim to attract and retain employees, thereby increasing the number of employees earning a housing wage; and

WHEREAS, OPEIU representatives, Valarie Peaphon and Tara Powell, have confirmed that all queries and concerns from the membership have been addressed during the negotiation process, and the membership, in turn, has voted in favor of the proposed agreement; now, therefore, be it

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

1. That the Board of Directors of THA, having reviewed the terms and conditions of the new Collective Bargaining Agreement (CBA), hereby ratify and approve the said agreement in its entirety.
2. That the Board acknowledges the collective efforts of all parties involved in the negotiation process, recognizing their commitment to promoting the welfare of the employees and the goals of the organization.
3. That the Board authorizes and the Executive Director to execute and deliver the CBA on behalf of the organization, and to take all necessary actions to implement the terms and conditions set forth in the agreement.
4. That this resolution shall take effect immediately upon its adoption and approval.

Approved: July 26, 2023

Shennetta Smith, Chair

BETWEEN

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 8

AND

HOUSING AUTHORITY OF THE CITY OF TACOMA

July 1, 2023 – June 30, 2026

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

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

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AGREEMENT

THIS AGREEMENT is made and entered into at Tacoma, Washington, this ____ day of July, 2023, by and between THE HOUSING AUTHORITY OF THE CITY OF TACOMA, its successors and assigns, hereinafter referred to as the Employer or Authority, and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8, hereinafter referred to as the Union, for the purpose of fixing the wage scale, schedule of hours, and general rules and regulations between the Employer and the Union, and to clearly define mutual obligations between the parties hereto. Therefore, it is mutually agreed as follows:

ARTICLE 1

DEFINITIONS AND CONSTRUCTION

As used in this Agreement:

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

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

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

1.4 "Probationary employee" means any employee who has:

- (a) completed less than 120 calendar days of continuous employment as a new hire; or,
- (b) 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 employer. A conditional employee who does not obtain all required licenses and certifications within the above specified time

period (or extensions thereof), shall be terminated. The Employer 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 200 days or mutually agreed upon extension. See Section 12.3.

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

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

1.9 "Sunset employee" and "project-based 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, for twenty-four (24) months or less, may not bump at the end of the sunset position.

1.10 "Inactive" status means that an employee who has been placed on inactive status because the employer 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 the Employer 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 an employee of the employer and thus retains their seniority date should they ever resume employment, the Employer 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 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 the Employer to place any employee on inactive status. Rather, the Employer shall have the sole discretion to place an employee on inactive status under the circumstances for this paragraph 1.7.

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

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

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

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

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

Unless a different meaning is clearly required by the subject matter of a particular section, the singular form includes the plural, and 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 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 Employer 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 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, 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

The Employer 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 Membership and Deductions

- (a) **Deduction of Union Dues.** The Employer shall deduct monthly union dues from the pay of each employee giving the Employer prior written authorization to do so, and forward all dues so deducted to the local office of the Union. The employee shall give **written** the authorization to the Employer prior to the preparation of the payroll for the first pay period for which the deduction is to be made. An employee may revoke the authorization by providing written notice to the Employer with a copy to the Union. The Union shall give the Employer at least thirty (30) calendar days written notice of any change in the amount of dues to be deducted. The Employer shall not be required to submit any amounts to the Union under this Agreement for members who are on layoff, leave of absence without pay or other status in which they receive no pay for the pay period normally used by the Employer to make such deductions.

- (b) Indemnification: The Union shall indemnify, defend and hold the Employer harmless against any and all claims, suits, orders or judgments that arise out of or by reason of the Employer's compliance with this Section.
- (c) The employer shall provide the Union with a list of new employees via email. Such notice shall include the new hire's name, job title, work location, phone and email. A Union representative will be provided the opportunity to meet with newly hired staff at the end of the new employee's scheduled onboarding meeting to introduce them to the Union and the Collective Bargaining Agreement.

SECTION 4.2 Union Representatives and Activity

- (a) The Union shall advise the Employer in writing of the names of all 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.

Union representatives shall have access to the Authority's Employer'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 Union 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.

- (b) 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 Employer or their designee for approval before being posted, which approval shall not be unreasonably withheld.
- (c) The Union shall have the right to establish shop stewards. The Employer shall be notified in writing of all employees designated as shop stewards. Employees designated by the Union as shop stewards may, upon notification and at a mutually agreeable time between the shop steward and supervisor, investigate, discuss, and process grievances with bargaining unit members in accordance with Article 18, Dispute Resolution.

Union stewards will also be granted reasonable time during their normal working hours, as determined by the Employer, to prepare for and attend meetings scheduled by management for the following representational activities:

1. Investigatory interviews and pre-disciplinary meetings involving employees represented by the Union;
2. Union-Management Communication Committees and other committee meetings if such committees have been established; and/or
3. Informal grievance resolution meetings, grievance meetings, alternative dispute resolution sessions, mediation sessions and arbitration hearings involving Union-represented employees held during their work time.

4. New employee orientation/on-boarding meetings involving Union-represented employees.

Time spent on representational activities during the union steward's non-work hours will not be considered as time worked.

- (d) Employees have a right to confidentiality related to personal information and personnel issues to the extent provided/allowed by law. The Employer and the Union will take appropriate steps to maintain such confidentiality. When documents or information in an employee's personnel or supervisory file are subject to an external public disclosure request, the Employer will provide an employee with a copy of the request at least ten (10) calendar days in advance of the intended release date. Prior to its release, the Employer will redact the employee's date of birth and social security number on any document subject to a public disclosure request, as allowed by law.

SECTION 4.3 Hardship Fund Check-Off

The Employer agrees to deduct a sum in \$5 increments from the pay of each bargaining unit employee who voluntarily executes a valid OPEIU Local 8 Hardship Fund Check-Off Authorization form. To be valid, the Check-Off Authorization form must include language, acceptable to the Employer, providing that the Employee will hold the Employer 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 the Employer from any and all claims, demands, suits, or other liabilities that may arise from or relate to the OPEIU Local 8 Hardship Fund, any Employee Check-Off Authorization form and/or any wage deduction for the OPEIU Local 8 Hardship Fund.

SECTION 4.4 Rosters

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

ARTICLE 5

WORK SCHEDULE

SECTION 5.1 Workweek - Workday

- (a) The standard workweek of regular full-time employees shall be forty (40) hours to be scheduled by an appropriate Supervisor or Department Director and normally worked on five (5) consecutive 8-hour workdays, Monday through Friday, between the hours of 7:00 a.m. and 5:30 p.m.
- (b) Non-standard work schedules, such as a 4 x 10 schedule, may be established for certain

jobs or individuals to meet long-term business or personal requirements. Either the Authority or the employee(s) may initiate a request for a non-standard work schedule. Non-standard work schedules must be reviewed and pre-approved in writing.

- (c) Occasional non-standard workweeks may be established for certain jobs or individuals to meet short term business or personal requirements provided that the business needs of THA can be met. Non-standard flexible schedules may occur within a given workday or workweek but in no case shall an employee work more than forty (40) hours in a workweek as a result of a non-standard flexible schedule. Workweek changes are intended to be infrequent and must be pre-approved by the supervisor.

SECTION 5.2 Lunch and Break Periods

Each workday shall include one unpaid lunch period of 30 minutes approximately midway through the workday, and one paid break period of 15 minutes in the morning and one paid break period of 15 minutes in the afternoon. One additional paid break period of 15 minutes may be taken during each three-hour overtime period. The 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 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 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 authorized unless it has been specifically approved in advance by the employee's supervisor. For the purposes of this section 5.3, "hours worked" includes hours worked only.

SECTION 5.4 Minimum Reporting Pay

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

SECTION 5.5 Severe Weather or Emergency Closure Conditions

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

- (a) In the event of inclement weather or other emergency closure, the Executive Director or designee will make all determinations concerning the work status of the Employer, including if the Employer will be closed or if employees will be dismissed early. If the Employer decides to close the facility due to severe weather conditions or other emergency, employees will have the

option of requesting pre-authorization to work from home, using accrued leave, or requesting Leave Without Pay (LWOP) for the period the agency is closed.

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

ARTICLE 6

MAINTENANCE OF BENEFITS AND COLLABORATIVE EFFORTS

Except as provided in Article 8, the benefits now being extended to a bargaining unit employee shall remain in force and shall not be rescinded during the life of this Agreement. However, and in addition to the provisions in Article 8, the parties agree that if there is any substantial adverse change in the costs of benefits or the 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 7

COMPENSATION

SECTION 7.1 Base Rates of Pay

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

SECTION 7.2 Pay Periods

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

SECTION 7.3 Temporary

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

SECTION 7.4 Promotions

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

SECTION 7.5 Wages for Bumping Employees

As a result of a layoff, an employee bumping into another job title at the same wage range shall receive their present wage. An employee bumping into another job title at a higher range shall receive their 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.

SECTION 7.6 Washington Long Term Care Act

The Employer will deduct any tax required for the Washington Long Term Care program upon implementation via payroll deduction unless the employee has provided proof of acceptable alternative coverage that allows the employee to opt out of the program under applicable law.

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 the enrollment periods through December 31, 2023.

Effective January 1, 2024, the Employer will enroll in the Public Employee Benefits Board (PEBB) Full Benefits program and the Employer will provide benefits and a cost/share structure per the terms of this Article 8.

SECTION 8.2 Cost Sharing

Through December 31, 2023, the cost of health insurance premiums will be paid as follows:

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

- If an employee selects a buy-up plan, the employee will be responsible for 26% of the plan's dependent premium cost, plus the premium cost differential of the buy-up plan selected.

Effective, January 1, 2024, the cost of health insurance premiums will be paid as follows:

- Employee Only coverage – the Employer will pay 98% of the premium for the base plan (UMP Classic). The employee will be responsible for 2% of the base plan premium cost.
 - If an employee selects a buy-up plan, the employee will be responsible for 2% of the base plan premium cost, plus the premium cost differential of the buy-up plan.
- Dependent coverage, includes spouse and/or child(ren) – the Employer will pay 75% of the premium for the base plan (UMP Classic). The employee will be responsible for the cost differential between the base and buy-up plan selected.
 - If an employee selects a buy-up plan, the employee will be responsible for 25% of the plan's dependent premium cost, plus the premium cost differential of the buy-up plan selected.

SECTION 8.3 Dental Insurance

The Employer shall provide dental plan options for eligible employees, including options with orthodontics and coverage for 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.

Effective January 1, 2024, the Employer shall provide and pay for the base Life and AD&D insurance policy for all eligible employees.

SECTION 8.5 Disability Insurance

The Employer shall provide and pay for short and long term disability insurance policies for all eligible employees through December 31, 2023. 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.

Effective January 1, 2024, the Employer shall provide and pay for the long-term disability insurance policy for all eligible employees.

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 Employer.

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

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Indigenous Peoples' Day*
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

*Indigenous Peoples' Day will not be observed in 2023; the holiday will be observed annually beginning October 14, 2024.

- (3) Three Floating Holidays. Only eligible employees may take floating holidays. An employee hired after July 1 of a given year will earn one (1) Floating Holiday. 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.

The Employer may designate additional Rest and Wellness Days agency-wide for consideration of staffing, workload, and other conditions. Rest and Wellness Days do not accrue or carry over and may not be rescheduled on an individual basis.

- (b) **Holiday Pay.** An eligible 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 regular daily base rate. 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 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.

SECTION 9.2 Vacations

- (a) 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. 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-five (45) days (360 hours) of vacation time from one calendar year to the next.

An Employee may cash-out accrued vacation once per pay period so long as they retain a minimum of forty (40) hours of accrued vacation on the date the cash-out is paid. 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. Upon retirement or departure, the Employer shall pay no more than forty-five (45) days (360 hours) 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 Employer shall be paid their accrued vacation time at their 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, they will not be entitled to a cash-out of any vacation leave.
- (f) All vacations and leave requests must be approved in advance by the employee's supervisor.
- (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, they will not be 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 be taken in increments of any amount in accordance with applicable law.
- (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, they 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.
- (c) An employee who is unable to report to work as scheduled for a foreseeable qualifying reason shall provide reasonable notice to their supervisor. For Washington State Paid Sick Leave purposes, foreseeable events require notice at least 10 days in advance, or as soon as practical. For unforeseen leave for a qualifying reason, notice should be provided as soon as possible before the start of the scheduled shift, unless it is impractical to do so. The Employer may require a physician statement or other proof of the medical necessity for any absence for which sick leave has been used for more than three (3) consecutive days.
- (d) Employees may use sick leave to care for themselves or a family member for reasons of illness, injury, accident, medical or dental appointments. For purposes of this section, "family member" means any of the following: (a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; son-in-law or daughter-in law; (b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (c) A spouse; (d) A registered domestic partner; (e) A grandparent or spouse's grandparent; (f) A grandchild; (f) A grandchild; or (g) A sibling.
- (e) The State and Federal Family Leave Acts and State and Local Sick and Safe Leave laws are part of the Employer'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 their accrued sick leave, according to the following schedule:

Length of Service	Sick Leave Payout: Total Accrued Sick Leave Balance up to 960 Hours
Employees during their initial 120-day or extended probation period	0%

Employees with 0 to 10 years' service	25% (up to 240 hours paid)
Employees with 10 to 20 years' service	50% (up to 480 hours paid)
Employees with over 20 years' service	100% (up to 960 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 applicable law.

Employees separated from employment for reasons other than retirement or death shall be compensated to the extent of 25% of their sick leave accrued up to a maximum accumulation of 960 hours (240 hours paid).

- (h) Any employee proved to have abused sick leave may be subject to disciplinary action.

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 the Employer's paid sick time, he/she will continue to accrue leave only for the hours paid by the Employer. 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, they will not continue to accrue leave.

SECTION 9.5 Death in Employee's Family

Employees shall be granted five days' Bereavement 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' Bereavement 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.

The Employer may require verification of the family member's or household member's death. If requested, the employee will provide verification within forty-five (45) calendar days. Additional time may be granted given extenuating circumstances.

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 Employer 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 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.

SECTION 9.9 Unauthorized Leave

Unauthorized leave occurs when an employee does not report to work, does not return to work following a break, or extends an authorized absence without contacting their immediate supervisor and getting authorization. Unauthorized absences may be considered sufficient cause for disciplinary action.

Any employee who does not come to work and fails to contact their supervisor for three (3) consecutive business days will be considered to have resigned without notice, absent extenuating circumstances. As such the employee will not be eligible for rehire.

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 Employer 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 Employer.
- (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 Employer, fulfill a degree requirement, be specifically applicable to other positions within the Employer 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 Employer.
- (e) The Employer 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 \$3,500 per year. With proper documentation, the employee will receive an advance up to \$1,750 prior to enrollment in a course. Any remaining reward amount will be reimbursed to the employee upon successful completion of the course. The Employer 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 Employer for any reason prior to course completion, they 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 Employer's consideration of external candidates for employment.
- (c) While the Employer 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 Employer website at www.tacomahousing.org.
- (e) In the event that an employee promotes or transfers into a new or different position and their performance is unsatisfactory and/or they are unable to meet the essential tasks of the position, the employee shall return to their previous position if it is still vacant but, has no right to bump back to their old position or to any other position.
- (f) New hires and personnel in new positions may not apply for promotions, transfers, etc. or new positions until they have successfully completed their probationary period and any extensions thereof. Unusual circumstances may be open for discussion.

SECTION 12.2 Notification of Union

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

SECTION 12.3 Temporary Employment

The Employer may hire temporary employees or contract for temporary workers from temporary service agencies to perform bargaining unit work for peak workloads, positions contemplated to be eliminated, temporary work pending regular hire, or replacement of employees on leave. Such temporary employment shall not days worked except that extensions of temporary employment or work may be extended by mutual agreement between the Employer and the Union. The Union will attempt to meet the temporary employment needs of the Employer. If the Union is unable to meet these needs, the Employer may hire or contract from outside sources. All temporary employees or workers performing bargaining unit work shall not be paid less than the minimum hourly wage as set in schedule A. Temporary employees on the Employer's payroll will receive holiday pay per Section 9.1.

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

ARTICLE 13

PERFORMANCE EVALUATIONS

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

to Article 19.

Performance evaluations are used to implement the Employer's Variable Pay program. The Employer 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 the Employer to make any compensation adjustment based on a performance evaluation.

ARTICLE 14

DISCIPLINE AND TERMINATION OF EMPLOYMENT

SECTION 14.1 Discipline and Discharge of Regular Employees

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

The above sequence need not be followed if an infraction is sufficiently severe to merit immediate written warning, probation, suspension or discharge. No regular employee shall be penalized, discharged, or suspended without just cause.
- (c) An employee shall have the right to have a shop steward present at all disciplinary meetings and shall be so informed when summoned to such meetings.
- (d) The Employer shall not pay any compensation other than salary for hours actually worked to any employee discharged for just cause.
- (e) Documented Oral warnings and Written reprimands shall not remain in effect for more than twenty-four (24) months from the date of issue, unless two (2) or more incidences occur in a consecutive twenty-four (24) month period and then the notice will remain in effect. The twenty-four (24) month period is based on the most recent event.

SECTION 14.2 Discipline and Discharge of Other Employees

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

SECTION 14.3 Resignation

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

The final two-week period is subject to all sick time, leave, and vacation rules and Employer approval as set out in this Agreement.

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, they shall be granted the option of paying back annual leave at time of reinstatement.

ARTICLE 16

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 their personnel file during normal business hours.
- (b) A service record shall be maintained for every employee and shall contain all information pertinent to their 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 their 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, 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 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 the Employer's 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 their designee, shall investigate the grievance and shall respond in writing within twenty (20) working days.

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

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

SECTION 18.4 Binding Arbitration

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

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

SECTION 18.5 Arbitrator Authority

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

SECTION 18.6 Untimely Action

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

SECTION 18.7 Grievance Termination

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

ARTICLE 19

UNION-MANAGEMENT COMMITTEE

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

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

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

- (b) Prior to the meeting, subject matters may be submitted by both parties. A written agenda shall be prepared. The Committee shall select a chairperson. The agenda may be supplemented as agreed to by both parties.
- (c) Minutes shall be taken by a representative designated by the chair. Topics discussed and disposition of each shall be recorded. Copies of minutes will be sent to the Union office and the Employer.
- (d) The Employer will pay the regular salary of the employee-union—representatives participating in these meetings. The meetings will be held during regular working hours.
- (e) This committee shall have no power to bind either party. It is set up for informal discussion only.
- (f) This committee is not intended to prevent the parties' practice of informal discussions.

ARTICLE 20

STRIKES, WORK STOPPAGES AND LOCKOUTS

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

ARTICLE 21

SAFETY

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

ARTICLE 22

WORK IN A HIGHER CLASSIFICATION

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

ARTICLE 23

RETROACTIVE COMPENSATION

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

ARTICLE 24

EFFECT OF OTHER LAWS

If any part or provision of this Agreement is determined by a court or other tribunal acting within its jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in effect. The 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 25

SUCCESSORS

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

ARTICLE 26

CONTRACT TERM AND TERMINATION

This Agreement shall become effective July 1, 2023 and shall remain in effect until June 30, 2026.

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**

April Black

Executive Director

Date: _____

Valarie Peaphon

Union Representative

Date: _____

DRAFT

SCHEDULE A

Pay Grade	Job Titles	Effective July 8, 2023	
113	No Positions	\$77,100	\$92,500
112	Senior Accountant	\$73,400	\$89,500
	Landlord Engagement Specialist		
111	Inspector	\$69,900	\$83,900
110	Property Specialist	\$66,600	\$79,900
	Community Advocate		
	Housing Navigator		
	Housing Specialist		
	Accounting Specialist		
	Office Administrator		

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. Annual Wage Increase

Effective May 15, 2024, Schedule A will be re-opened for the purpose of negotiating wage ranges, placement of positions within pay grades, wage increases, and the variable pay pool for July 1, 2025.

Effective May 15, 2025, Schedule A will be re-opened for the purpose of negotiating wage ranges, placement of positions within pay grades, wage increases, and the variable pay pool for July 1, 2026.

Parties agree that budget will be the primary consideration in negotiations on wage ranges, placement of positions within pay grades, wage increases, and any variable pay pool, including but not limited to significant budget shortfalls as a result of state or federal budget reductions, etc. If the Employer receives flat MTW funding from the Department of Housing and Urban Development, it is understood that the Employer may not be able to make additional pay increases.

If hired or promoted to your <u>current position</u> :	If hired or promoted to <u>current position</u> :	You will be placed, at a minimum at:
Up to ~ 18 months	Between 1/1/22 – 7/07/2023	Level 1 of the 7/8/23 Pay Grade
Over ~ 18 months to ~ 3 years	Between 7/8/20 -12/31/21	Level 2 of the 7/8/23 Pay Grade
Over ~ 3 years to ~4.5 years	Between 1/1/19 - 6/30/20	Level 3 of the 7/8/23 Pay Grade
Over ~ 4.5 yrs to ~ 6 years	Between 7/1/17 to 12/31/18	Level 4 of the 7/8/23 Pay Grade

Over ~ 6 yrs to ~ 7.5 yrs	Between 1/1/16 to 6/30/17	Level 5 of the 7/8/23 Pay Grade
Over ~7.5 yrs to ~ 9 yrs	Between 7/1/14 to 12/31/15	Level 6 of the 7/8/23 Pay Grade
Over ~9 yrs to ~ 10.5 yrs	Between 1/1/13 to 6/30/14	Level 7 of the 7/8/23 Pay Grade
Over ~10.5 yrs to ~ 12.0 yrs	Between 7/1/11 to 12/31/12	Level 8 of the 7/8/23 Pay Grade
Over ~12 yrs to ~ 13.5 yrs	Between 1/1/10 to 6/30/11	Level 9 of the 7/8/23 Pay Grade
Over ~13.5 yrs to ~ 15.0 yrs	Between 7/1/08 to 12/31/09	Level 10 of the 7/8/23 Pay Grade
Over ~15 yrs	Before 6/30/08	Level 11 of the 7/8/23 Pay Grade

The compression chart above applies to employees employed at the employer as of 07/08/2023, solely for the initial placement into the new pay grades.

2023 Six-Month Variable Pay Pool

To be equitable to employees with anniversary dates from July 1 through December 31 of 2023, the Employer will continue its Variable Pay Pool through 2023. Bargaining unit employees who are employed in a regular classification are eligible for Variable Pay according to the terms of the THA Policy HR-20.35 Variable Pay Revised June 15, 2016. Employer reserves the right to distribute this pool in the forms determined by the revised THA Policy HR-20.35 Variable Pay, Revised June 15, 2016.

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.

DRAFT

LETTER OF UNDERSTANDING

RE VEHICLE USE

All Employer-owned vehicles are equipped with global positioning systems (GPS). The GPSs gather information such as location and speed with timestamps. The Employer uses the information gathered through the GPSs to satisfy insurance requirements. In addition, the information gathered may be grounds for discipline; if the information gathered by the GPS indicates an employee has violated applicable law, such as speed limits, the employee may be subject to discipline. The information gathered through the GPSs may also be used to address, through discipline or investigation, internal and external complaints made against employees driving Employer-owned vehicles.

DRAFT

APPENDIX A

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

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

†Note: Temporary employees are eligible for Paid Holiday's, provided they are on [the Employer's](#) payroll.

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

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

***Note: For healthcare insurance eligibility, employees who are anticipated to work an average of at least 80 hours per month and are anticipated to work for at least eight hours in each month for more than six consecutive months are eligible.

DRAFT

Resolution 2



RESOLUTION 2023-07-26 (2)

Date: July 26, 2023

To: THA Board of Commissioners

From: Sharrall Maddens
Human Resources Director

Re: Employment Separation Policy - Updated

This resolution authorizes the Human Resources Director of Tacoma Housing Authority to revise the HR-50.01 - Employment Separation policy to align with the recently negotiated Collective Bargaining Agreements.

BACKGROUND

Tacoma Housing Authority would like to revise the Employment Separation policy to allow employees separating due to retirement or disability to be eligible for tiered sick leave cash-outs. These cash-outs will be calculated based on the length of their service with Tacoma Housing Authority. We believe that this policy change will increase retention and support of our tenured employees,

The breakdown of the proposed sick leave cash-outs is as follows:

1. Employees with 20 or more years of service: 100% of accrued sick leave balance, up to a maximum accumulation of 960 hours.
2. Employees with 10 to less than 20 years of service: 50% of accrued sick leave balance, up to a maximum accumulation of 960 hours (480 hours paid).
3. Employees with less than 10 years of service: 25% of accrued sick leave balance, up to a maximum accumulation of 960 hours (240 hours paid).

Additionally, the policy has been revised to clarify that employees are expected to work their notice period, unless they have previously approved vacation leave or qualifying sick leave reasons as defined

by applicable law. This proposed amendment is intended to incentivize and recognize long-term employee commitment to THA.

RECOMMENDATION

The Board of Commissioners of the Tacoma Housing Authority (THA) is recommended to approve the proposed amendments to the HR-50.01- Employment Separation Policy.



RESOLUTION 2023-07-26 (2)

(HR-50.01- Employment Separation Policy – Update)

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

WHEREAS, the Tacoma Housing Authority values the dedication and loyalty of its employees and seeks to provide fair and transparent benefits policies; and

WHEREAS, THA aims to provide fair and equitable benefits to its employees, particularly those separating from employment due to disability or retirement; and

WHEREAS, it is deemed necessary to revise the current Employment Separation policy to allow for different levels of sick leave cash out based on the employee's years of service with THA; and

WHEREAS, that the policy has been revised to clarify that employees are expected to work their notice period, unless they have previously approved vacation leave or qualifying sick leave reasons as defined by applicable law; now, therefore, be it.

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

1. Employees separating from employment due to disability or retirement and with 20 or more years of service are eligible for a cash out of 100% of their accrued sick leave balance, up to a maximum accumulation of 960 hours.
2. Employees with 10 to less than 20 years of service are eligible for a cash out of 50% of their accrued sick leave balance, up to a maximum accumulation of 960 hours, equivalent to 480 hours paid.
3. Employees with less than 10 years of service are eligible for a cash out of 25% of their accrued sick leave balance, up to a maximum accumulation of 960 hours, equivalent to 240 hours paid.
4. This resolution supersedes any conflicting policies or resolutions previously adopted by the Board of Commissioners.
5. This resolution shall take effect immediately upon its adoption.

Approved: July 26, 2023

Shennetta Smith, Chair



TACOMA HOUSING AUTHORITY

Policy No.	HR-50.01
Policy	Employment Separation
Date	July 26, 2023

1. Purpose

To set forth the policies and procedures that govern the various occasions when an employee's employment ends.

2. Sources for Policy

- ▶ WAC 296-126-050 *Employment Records*
- ▶ *Collective bargaining agreements*
- ▶ RCW 49.48.120 *Payment on employee's death*
- ▶ RCW 49.48.010: *Payment of wages due to employee ceasing work*

3. Scope of Policy

This applies to all THA staff.

4. Who is Responsible for Implementing Policy

Who	Responsibilities
<i>Executive Director</i>	▶ Approve all involuntary terminations
<i>Human Resources Dept.</i>	▶ Through Payroll, arrange for the proper payment of wages and benefits upon separation ▶ Conduct all exit interviews ▶ Respond to all requests for references about former THA employees

5. Definitions

<i>Retirement</i>	A departure from employment of an employee who is at least 55 years old and has 10 years of employment service, upon leaving employment, will be eligible to begin receiving retirement payments.
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6. Forms Associated with this Policy

<i>THA Form HR-50.01(1)</i>	<i>Employment Reference Release</i>
<i>THA Form HR-50.01(5)</i>	<i>Exit Interview Survey</i>
<i>THA Form HR-50.01(10)</i>	<i>Employee Separation</i>

7. Policy

Tacoma Housing Authority requests that, should an employee choose to resign, they provide two weeks' notice to facilitate a smooth transition out of the organization. All employees are expected to work the duration of their notice period, unless you have any previously approved vacation leave or qualifying sick leave reasons as defined by applicable law.

An employee who is unable to report to work as scheduled for a foreseeable qualifying reason shall provide reasonable notice to their supervisor. For Washington State Paid Sick Leave purposes, foreseeable events require notice at least 10 days in advance, or as soon as practical. For unforeseen leave for a qualifying reason, notice should be provided as soon as possible before the start of the scheduled shift, unless it is impractical to do so. The Employer may require a physician statement or other proof of the medical necessity for any absence for which sick leave has been used if the absence continues for more than three consecutive workdays.

If an employee provides less notice than requested, the employer may deem the individual to be ineligible for rehire, depending on the circumstances regarding the notice given. All resignations must be provided in writing with the last day clearly noted. Employees who verbally resign will be asked to confirm their resignation in writing, or Human Resources may confirm the resignation in writing.

Tacoma Housing Authority reserves the right to provide an employee with two weeks' pay in lieu of notice in situations where business needs warrant. Resigning employees will be invited to participate in an exit interview with Human Resources to provide final pay, benefit, and retirement plan information and collect feedback about employment with Tacoma Housing Authority. Exiting employees will be asked to confirm their contact information to ensure that year-end tax information is sent to the correct address.

Employees who fail to report to work for three consecutive days without properly communicating to the company the reasons for their absence will be viewed as voluntarily resigning their employment as of the third day. Employees who resign in good standing under this policy and whose documented performance is above average under the organization's performance management system may be eligible for rehire.

7.1 Separations, Notice and Cash Out of Accrued Leave

7.1.1 Resignation or Retirement

Employees may resign or retire at any time. The Human Resources Department or supervisor will request the employee to confirm their resignation or retirement in writing with an effective date.

Notice Period:

The employee is requested to give THA written notice at least two (2) weeks in advance of the effective date of their resignation or retirement. If the requested notice period is not received, you will not be eligible for Vacation or Sick Leave payout.

Cash Out of Accrued Benefits:

Vacation Leave: the employee may cash out their accrued vacation leave up to forty (40) days unless still in newly hired probationary status.

Resignation Sick Leave: Sick Leave cash out equal to 25% of accrued sick leave up to a maximum accrual of 960 hours (i.e. maximum cash out of 240 hours). No cash-out if still in probationary status.

Retirement Sick Leave: Employee who is separated from employment due to retirement for disability or length of service after at least 20 years of employment with Tacoma Housing Authority is eligible for 100% of their accrued sick leave, up to a maximum accumulation of 960 hours.

An employee who is separated from employment due to retirement for disability or length of service after 10 years, but less than 20, years shall be compensated to the extent of 50% of their accrued sick leave, up to a maximum of 960 hours (480 hours paid).

An employee who retires after less than 10 years of employment with the Employer shall be compensated to the extent of 25% of their sick leave accrued up to a maximum accumulation of 960 hours (240 hours paid).

7.1.2 Layoffs

Lay-offs are separations that result from a lack of work, lack of funds, or other problems unrelated to employee's job performance. If lay-offs are necessary, THA shall select employees to be dismissed based on their relative qualifications, skills, abilities, attendance, and discipline record.

For union-represented staff, the applicable collective bargaining agreement will apply.

Notice Period:

Two (2) weeks' notice of their lay-off or, at THA's sole discretion, two (2) weeks' pay in lieu of notice. Pay in lieu of notice shall not include any fringe benefits.

Cash Out of Accrued Benefits:

Vacation Leave: the employee may cash out their accrued vacation leave up to forty (40) days unless still in newly hired probationary status.

Sick Leave cash out equal to 25% of accrued sick leave up to a maximum accrual of 960 hours (i.e. maximum cash out of 240 hours). No cash-out if still in probationary status.

7.1.3 Probation Termination

Failure of newly hired or newly promoted/transferred staff to complete probation periods. See THA Policy HR-01.15 Probation for Newly Hired or Transferred Staff.

Notice Period:

No notice required and no pay in lieu of notice.

Cash Out of Accrued Benefits:

No Vacation Leave cash out for newly hired probationary staff. If you are promoted or transferred probationary employee, you may receive cash out balance of accrued vacation leave, up to forty (40) days.

No Sick Leave cash out for newly hired probationary staff. If you are promoted or transferred probationary employee, you may receive cash out equal to 25% of accrued sick leave up to a maximum accrual of 960 hours (i.e. maximum cash out of 240 hours).

7.1.4 Expiration of Temporary Employment or Employment Contract

THA may separate a temporary employee or a contract employee at the end of his or her term of employment.

Notice Period:

No notice required and no pay in lieu of notice.

Cash Out of Accrued Benefits:

No Vacation or Sick Leave cash out.

7.1.5 Discipline

Staff involuntarily terminated because of discipline. See THA Policy HR-10.50, Discipline of Regular Employees.

Notice Period:

No notice required and no pay in lieu of notice.

Cash Out of Accrued Benefits:

No Vacation or Sick Leave cash out.

7.1.6 Death

Employment terminates upon the employee's death. THA will pay wages due and cash outs to the deceased employee's estate or successor as provided by law.

Notice Period:

Not applicable

Cash Out of Accrued Benefits:

Vacation Leave: the employees' estate or successor may receive up to forty (40) days unless still in newly hired probationary status.

Sick Leave: the employees' estate or successor may receive up to 100% of the balance of accrued sick leave, up to a maximum of 960 hours.

To calculate payment of wages due and cash outs of accrued leave, THA will use the rate of pay applicable on the last day actually worked. Employees separated from employment for reasons other than retirement or death shall be compensated to the extent of 25% of their sick leave accrued up to a maximum accumulation of 960 hours (240 hours paid).

7.2 Exit Interviews

Before you leave employment at Tacoma Housing Authority, an exit interview may be conducted by a member of the Human Resources Department. THA will endeavor to conduct an exit interview with each departing employee. The exit interview is intended to (i) allow the employee to complete paperwork or other administrative matters associated with his or her departure; (ii) to allow him or her to express any views or concerns about his or her own experience at THA or departure that THA should know; (iii) to allow THA to elicit from the employee ways to improve its performance or its workplace. The results of this interview will be kept confidential to the greatest extent possible and will not be placed in your personnel file.

7.3 Recall and Reemployment

THA's collective bargaining agreements govern recall rights of laid-off regular, represented employees.

7.4 References for Former Employees

Only the Human Resources Department has the authority to respond to requests for job references about former THA employees. The Human Resource Department shall provide only the position title(s) held and the dates that the former employee's employment began and ended, unless THA receives the former employee's written and signed request to reveal more information.

Resolution 3



RESOLUTION 2023-07-26 (3)

Date: July 26, 2023

To: THA Board of Commissioners

From: Sharrall Maddens
Human Resources Director

Re: Time Away from THA Policy - Updated

This resolution authorizes the Human Resources Director of Tacoma Housing Authority to revise the HR-35.01 - Time Away from THA policy to align with the recent negotiated Collective Bargaining Agreements.

BACKGROUND

In light of recent negotiations with the Trades and OPEIU Collective Bargaining agreements, the Tacoma Housing Authority (THA) proposes adjustments to the "Time Away from THA" policy. The revised policy, which aims to enhance employee welfare, will feature the following amendments:

1. Recognition and observance of Indigenous People's Day, effective from 2024 onwards.
2. Introduction of an additional Floating Holiday, increasing the total to three annually.
3. Vacation Carry Over allowance will be expanded from the current 40 days (320 hours) to 45 days (360 hours).
4. Expansion of bereavement leave to 5 days, stipulating that the employer may request death verification, to be provided within 45 calendar days, subject to extenuating circumstances.
5. The inclusion of Rest and Wellness Days. These Rest and Wellness Days will not accrue or carry over and cannot be individually rescheduled.

RECOMMENDATION

The Board of Commissioners of the Tacoma Housing Authority (THA) is recommended to approve the proposed amendments to the HR-35.01 - Time Away from THA policy.



RESOLUTION 2023-07-26 (3)

(Time Away from THA Policy – Update)

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

WHEREAS, the Tacoma Housing Authority values the dedication and loyalty of its employees and seeks to provide fair and transparent benefits policies; and

WHEREAS, the intention of these amendments is to ensure a supportive work environment, promoting the well-being of its staff; and

WHEREAS, it has been deemed necessary to revise the existing "Time Away from THA" policy to incorporate the observation of new holidays, extend the vacation carry-over allowance, expansion of bereavement leave, and establish provisions for potential Rest and Wellness days; now, therefore, be it.

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

1. Indigenous People's Day shall be officially observed, commencing in 2024.
2. An additional Floating Holiday will be accorded, raising the total to three annually.
3. The maximum Vacation Carry Over period shall be increased from 40 days (320 hours) to 45 days (360 hours).
4. Provisions shall be made for Rest and Wellness Days, which the employer can designate across the agency, considering staffing, workload, and other conditions. These days will not accrue or carry over, nor can they be individually rescheduled.
5. An expansion of bereavement leave to 5 days, with the condition that the Employer may request proof of the family or household member's death, which should be provided within 45 calendar days, with the allowance for additional time in extenuating circumstances.
6. This resolution shall take effect immediately upon its adoption.

Approved: July 26, 2023

Shennetta Smith, Chair



TACOMA HOUSING AUTHORITY

Policy No.	HR-35.01	
Policy	Time Away From THA	
Date	July 26, 2023	

1. Purpose

Tacoma Housing Authority (THA) highly values the commitment, time, and effort each employee brings to fulfilling our mission and vision, and serving our community. Understanding the importance of a balanced work-life environment, we provide a comprehensive time-off options to help employees manage their professional and personal responsibilities effectively.

This policy outlines the provisions made for various types of leave, including holidays, religious holidays, floating holidays, vacation, bereavement, jury or witness leave, voting time-off, and unpaid leaves of absences for THA staff.

This policy does not affect or override any federal or state laws or collective bargaining agreements that offer more extensive medical or family leave entitlements than what is included here. For information on medical and family leave options, please refer to THA Policy HR-35.15 Family and Medical Leave.

2. Sources for Policy

- ▶ *THA and OPEIU Collective Bargaining Agreement*
- ▶ *THA and Trades Collective Bargaining Agreement*
- ▶ *THA Policy HR-50.01 Employment Separation*
- ▶ *RCW 2.36.165 Leave of absence from employment to be provided*
- ▶ *WAC 296-126-092 Meal periods — Rest periods*

3. Scope of Policy

This policy applies to THA staff according to their employment, FLSA, and union status.

4. Who is Responsible for Implementing Policy

Who	Responsibilities
<i>Human Resources Department</i>	<ul style="list-style-type: none"> ▶ to be sufficiently familiar with this policy and appropriate Collective Bargaining Agreements and to consistently apply this policy to all staff members; ▶ to inform all new employees of these leave options; ▶ to administer all leave policies and options; ▶ to assist employees and supervisors in understanding and using their leave options.
<i>Director of Finance</i>	<ul style="list-style-type: none"> ▶ to be sufficiently familiar with this policy and appropriate Collective Bargaining Agreements and to consistently apply this policy to all staff members; ▶ to make all necessary adjustments in payroll and other activities and records resulting from employee use of benefits.

Supervisors

- ▶ to be sufficiently familiar with this policy and appropriate Collective Bargaining Agreements and to consistently apply this policy to all staff members;
- ▶ to support staff who use available leave for appropriate purposes to achieve a healthy work and life balance
- ▶ to authorize or deny leave options based upon legal requirements and the best interests of the department or agency;
- ▶ to contact the Human Resources Department with any questions regarding this policy

All Staff

- ▶ to be sufficiently familiar with and abide by this policy and appropriate Collective Bargaining Agreements;
- ▶ to use leave options appropriately and honestly and for their intended purpose;
- ▶ to provide the appropriate notices, forms and/or certifications required by the policy governing the use of appropriate leave options.

5. Definitions

None

6. Forms Associated with this Policy

None

7. Policy

7.1 Designated Holidays

The Tacoma Housing Authority (THA) acknowledges the observance of thirteen (13) designated paid holidays each year. Our offices will remain closed either on the holiday or the nearest workday, depending on the calendar. The specific days for the observance of these holidays will be communicated to all staff members by the Human Resources department each year.

In addition to these designated holidays, THA provides three (3) floating holidays for full-time staff members working a forty (40) hour week. However, for employees who join after July 1 of a given year, one (1) Floating Holiday is allocated. Please note that newly hired employees can only utilize Floating Holidays upon successful completion of their probation period, with advance approval from their respective supervisor.

Floating holidays are designed for use within the current calendar year and do not roll over into the next. Part-time staff members working a minimum of 24 hours per week are eligible for pro-rated benefits. The holiday pay is calculated based on the employee's base pay rate.

The following table provides a detailed list of the designated holidays:

No.	Holiday	Starting Year of Observance
1	New Year's Day	Existing
2	Martin Luther King Day	Existing
3	Presidents Day	Existing
4	Memorial Day	Existing
5	Juneteenth	Existing
6	Independence Day	Existing
7	Labor Day	Existing
8	Indigenous Peoples Day*	2024
9	Veteran's Day	Existing
10	Thanksgiving Day	Existing
11	Day after Thanksgiving	Existing
12	Christmas Eve	Existing
13	Christmas Day	Existing

*Please note that Indigenous Peoples' Day will not be observed in 2023; the holiday will be observed annually starting from October 14, 2024.

In case a holiday falls on a Saturday, it will be recognized on the preceding Friday. If a holiday falls on a Sunday, it will be recognized on the following Monday.

7.1.1 *Religious Holidays*

If an employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may, with his/her supervisor's approval, take the day off using a floating holiday, annual leave or leave without pay. Employees should seek approval for such absences well in advance to ensure work coverage.

7.1.2 *Eligibility to Receive Designated Holiday Pay*

Full-time regular employees will receive eight hours of pay for the holiday. Part-time regular employees who are regularly scheduled to work more than 24 hours per week will receive holiday pay on a pro-rated basis. Part-time employees working less than 24 hours per week and temporary staff on any schedule do not receive holiday pay. Employees on a flex-time schedule should refer to *THA Policy HR-25.10 Working Hours* for holiday pay options. A designated holiday that occurs during the Probationary Period will be paid. Staff must work their normally scheduled work hours on the days immediately preceding and following the designated holiday.

Exception: If a staff member is absent on either or both of the days before and after a holiday with approved scheduled time off, they will receive holiday pay for the holiday. A staff member who is scheduled for work on a designated holiday and who fails to work that scheduled day will not

receive holiday pay - except when a supervisor excuses such an absence for the staff member.

Staff who are obligated to annual military temporary training duty are fully eligible for all holidays.

7.1.3 Holidays that Coincide with Certain Other Types of Absences

Any holiday falling within the period of an employee's vacation will be considered as a paid holiday and will not be deducted from the employee's accrued vacation.

Any holiday falling within the period of an employee's sick leave will be considered as a holiday and will not be deducted from the employee's accrued sick leave.

Any holiday falling on an employee's regularly scheduled day off (within the work week) will be available to the employee as an additional floating paid day off subject to the approval of the employee's supervisor and must be used within the sixty (60) days following the observed holiday.

7.1.4 Union Employees

Employees covered by a collective bargaining agreement should refer to their contract for specifics on holidays.

7.2 Floating Holidays

THA provides three (3) floating holidays each calendar year to staff scheduled to work forty (40) hours per week. An employee hired after July 1 of a given year will earn (1) one Floating Holiday. Staff who work twenty-four (24) or more hours per week will receive pro-rated benefits. Newly hired employees will not be entitled to use floating holidays until after the successful completion of their probationary period. Staff who work fewer hours and temporary staff do not receive floating holidays. Holiday pay is based upon the employee's base pay rate.

Eligible employees may choose their floating holidays during each calendar year as authorized by the supervisor. A supervisor has the option to authorize or deny the use of a floating holiday based upon the impact to normal department or agency operations. Floating holidays do not carry over from one calendar year to the next.

7.3 Vacation

Vacation leave is intended to provide paid time away from work to rest and relax. It is not a form of wages or other deferred compensation and is paid upon separation of employment only as provided in the applicable collective bargaining agreement and by *THA Policy HR 50.01 Employment Separation*.

7.3.1 Vacation Accrual

For all other employees eligible to receive vacation time, the rate of vacation accrual, which may be adjusted from time to time, is as follows:

No.	Length of Service	Total Annual Vacation Days
1	0 to 5 years of service	14 days
2	Over 5 to 9 years of service	16 days
3	Over 9 to 14 years of service	18 days
4	Over 14 to 20 years of service	22 days
5	Over 20 years of service	24 days

Full-time regular employees will accrue these paid vacation days on a bi-weekly basis. Eligible part-time staff working more than twenty-four (24) hours per week shall accrue pro-rata vacation leave benefits.

Staff working fewer than twenty-four (24) hours and temporary employees do not receive and are not eligible for any vacation benefits. Employees do not accrue vacation benefits during a leave without pay or during a workers compensation time-loss period.

Employees accrue vacation but are not eligible to use the accrued vacation until after the successful completion of their probationary period.

7.3.2 *Carry-over and Cash-Out*

Employees are encouraged to take vacations to the amount of earned annual vacation. Employees may not carry over more than forty-five (45) days (360 hours) of vacation time from one calendar year to the next

An Employee may cash-out accrued vacation once per pay period so long as they retain a minimum of forty (40) hours of accrued vacation on the date the cash-out is paid. 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. (For example, an employee with 56 hours of accrued vacation may cash out up to 16 hours.)

Upon retirement or departure, the Employer shall pay no more than forty-five (45) days (360 hours) of accrued vacation time.

Employees may not cash out sick leave, and there is no carry-over restriction for sick leave.

Accrued but unused vacation will be paid out upon separation from employment according to the *THA Policy HR-50.01 Employment Separation*.

7.3.3 *Vacation Approval*

All vacation leave shall be taken at a time mutually agreeable to the employee and his or her supervisor. THA reserves the right to deny

requested vacation leave when such leave would interfere with operations or create an adverse impact on the completion of work. Especially during busy holiday seasons, THA urges employees to secure vacation approval well in advance of desired vacation days to allow for work coverage.

7.3.4 *Vacation Usage*

Non-exempt-paid staff may use vacation time in increments of 30-minutes. Exempt staff may use vacation in full day increments only.

7.4 Rest and Wellness

The Employer may designate additional Rest and Wellness Days agency-wide for consideration of staffing, workload, and other conditions. Rest and Wellness Days do to accrue or carry over and may not be rescheduled on an individual basis.

7.5 Bereavement Leave

All regular full-time employees and part-time employees regularly scheduled to work more than 24 hours a week will be granted up to five days off with pay in the event of a death in the employee's immediate family.

For purposes of this policy, immediate family member means 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' Bereavement 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.

This time off will be prorated for part-time employees. If an employee needs additional time off, they may use accrued leave or leave without pay subject to the approval of the employee's supervisor. When requesting bereavement leave, employees should inform their immediate supervisor of the deceased family member and the date of death. Proof of death and/or relationship may be required.

Temporary staff do not receive paid bereavement leave.

The Employer may require verification of the family member's or household member's death. If requested, the employee will provide verification within forty-five (45) calendar days. Additional time may be granted given extenuating circumstances.

7.6 Jury or Witness Duty

Employees who are required by law to render jury service will be granted paid time off during the period of jury duty. Staff scheduled to work part-time will

receive prorated pay. Temporary workers will not receive paid leave for jury or witness duty.

Employees should notify their supervisor as soon as possible after receipt of a juror summons so that operational adjustments can be made as needed during the employee's absence. A copy of the juror summons must be provided upon request. Depending upon the significance of impact to the department and/or agency, the employee may request of his or her supervisor an excuse from meeting the obligations of a jury duty subpoena. In such cases, THA will provide documentation to the relevant court supporting the waiver request.

Employees should contact their supervisor for instruction as to whether to return to work if there is a break greater than four hours during jury duty where the employee is not required to report to the court; depending on the circumstances, an employee may be required to return to work during such a period. An employee subpoenaed to testify in court related to his or her duties for THA will be granted paid time off for the period they serves as a witness.

Employees shall remit to THA any compensation they receive from the court for this duty except they may keep any court reimbursement for travel expenses. Temporary employees will be allowed to attend to jury duty; however they will not be eligible for jury or witness paid leave.

7.7 Time Off to Vote

If an employee's work schedule on the day of an election does not provide the employee two free hours during the time the polls are open, THA will permit the employee to take a reasonable amount of time (up to two hours) to leave work for voting purposes. Employees are encouraged to arrange for an absentee ballot if their work schedule will provide insufficient time to vote in person; time off to vote will only be approved where there was insufficient time to secure an absentee ballot during the period between the time an employee is informed of his/her work schedule and the date of the election.

7.8 Administrative Leave

On a case-by-case basis, THA may place an employee on administrative leave with or without pay for an indefinite period of time. Administrative leave may be used when it is in THA's best interests, such as during the pendency of an investigation.

7.9 Leave Without Pay (LWOP)

Subject to operational and other considerations, THA may grant a leave of absence without pay for an absence not covered by any other type of leave. Any available accrued leave must be exhausted before an unpaid leave will be approved and benefits do not accrue during LWOP. An example of an absence that may qualify is a prolonged illness or medical condition for which an employee needs reasonable accommodation. Depending on the circumstances, an employee may be placed on inactive employment status.

Where permitted by the plan documents of the employee health and welfare plans, and in accordance with current law, the eligible employee may elect to pay 102% of monthly premiums in order to continue their group insurance during a LWOP.

7.9.1 Authorization

The employee must request the leave without pay in writing to their supervisor specifically expressing the need for an extended leave without pay. In circumstances where requesting such leave through the supervisor is inappropriate, then the eligible employee may elect to send their written request directly to the Human Resources Department.

Only the Executive Director may authorize such leaves without pay. The Executive Director may grant or decline these requests at his or her sole discretion.

7.10 Unauthorized Leave

Unauthorized leave occurs when an employee does not report to work, does not return to work following a break or extends an authorized absence without contacting their immediate supervisor and getting authorization. Unauthorized absences will be considered sufficient cause for disciplinary action, including suspension and/or termination at THA's discretion.

Any employee who does not come to work and fails to contact their supervisor for three (3) consecutive business days will be considered to have resigned without notice. As such the employee will not be eligible for rehire.

7.11 Benefits During Leave

Employees who are on a paid leave of absence shall continue to receive benefits they were entitled to prior to the start of their leave, including the accrual of vacation, sick leave, holidays, retirement and health insurance benefits. Unless stated otherwise in these policies, an employee's benefits (including health insurance and leave accruals) will be suspended during any period of unpaid leave in excess of 30 consecutive days. In certain cases, self-payment of insurance premiums may apply (see COBRA information in *THA Policy HR-20.01 Employment Benefits*).

Resolution 4



RESOLUTION 2023-07-26 (4)

Date: July 26, 2023

To: THA Board of Commissioners

From: April Black
Executive Director

Re: Low Income Housing Institute (LIHI) Lincoln District Senior Housing Building --
Conversion of HUD-VASH vouchers to Project-Based VASH Vouchers

This resolution would authorize the conversion of up to twenty (20) Housing and Urban Development-Veterans Affairs Supportive Housing (HUD-VASH) vouchers to project-based VASH vouchers at the LIHI Lincoln District Senior Housing Project.

BACKGROUND

This development will bring 78 new affordable units to Tacoma with an income mix of 30% to 50% Area Median Income (AMI). Twenty one-bedroom, 50% AMI units will be set aside for HUD-VASH tenants. Onsite services will be provided by Asia Pacific Cultural Center (APCC). APCC is an established non-profit in the City of Tacoma that has deep cultural roots in the Asian and Pacific Islander community. The project will serve individuals and couples ages 55 and over, with 39 units set aside for individuals homeless at entry and is intended to be affirmatively marketed to AAPI and BIPOC seniors. One unit will be set aside for a live-in manager unit.

The Department of Veterans Affairs American Lake Division strongly supports this project and THA's commitment to convert up to twenty (20) tenant-based HUD-VASH vouchers into Project-Based HUD-VASH vouchers for this project.

HUD approval is not required for this conversion. However, a letter of support from the Department of Veterans Affairs Puget Sound Health Care System (American Lake Division) is needed prior to this action, stating it is in support of the decision and committing to continued provision of care management services. On June 23, 2023, THA received letter of support from the VA, meeting HUD's only requirement for

conversion of these vouchers (see Exhibit A). THA and the VA have a strong working relationship, which will streamline the referral of households to occupy the Project Based VASH units set aside at LIHI Lincoln District Senior Housing Project.

RECOMMENDATION

Approve Resolution 2023-07-26 (4) authorizing the conversion of up to twenty (20) HUD-VASH Vouchers to Project-Based VASH Vouchers at Low Income Housing Institute (LIHI) Lincoln District Senior Housing Project.



RESOLUTION 2023-07-26 (4)

(Low Income Housing Institute (LIHI) Lincoln District Senior Housing Building Project-- Conversion of HUD-VASH vouchers to Project-Based VASH Vouchers)

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

WHEREAS, LIHI Lincoln District Senior Housing project will provide 78 units of affordable housing; and

WHEREAS, LIHI Lincoln District Senior Housing project will house very-low-income and extremely low-income households in our community; and

WHEREAS, THA has underutilized HUD-VASH vouchers available; and

WHEREAS, THA and the Department of Veterans Affairs Puget Sound Health Care System (American Lake Division) agree that the conversion of these HUD-VASH vouchers will provide an additional housing option for many homeless veterans in our community; now, therefore, be it

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

THA's Executive Director is authorized to approve the conversion of up to twenty (20) HUD-VASH vouchers to Project-Based VASH vouchers at LIHI Lincoln District Senior Housing project.

Approved: July 26, 2023

Shennetta Smith, Chair

Resolution 5



RESOLUTION 2023-07-26 (5)

Date: July 26, 2023

To: THA Board of Commissioners

From: April Black
Executive Director

Re: Low Income Housing Institute (LIHI) Lincoln District Senior Housing Project--
Project Based VASH Voucher AHAP

This resolution would award up to twenty (20) Project-Based HUD-VASH vouchers to the LIHI Lincoln District Senior Housing project and authorize Tacoma Housing Authority's (THA) Executive Director to execute an Agreement to Enter into a Housing Assistance Payment Contract (AHAP) contract between Tacoma Housing Authority and LIHI.

BACKGROUND

The Department of Veterans Affairs American Lake Division and Tacoma Housing Authority (THA) signed a letter of support to project-base up to twenty (20) HUD-VASH vouchers at the LIHI Lincoln District Senior Housing Project located at 711 S 38th St.

This development will bring 78 new affordable units to Tacoma with an income mix of 30% to 50% Area Median Income (AMI). Twenty one-bedroom, 50% AMI units will be set aside for HUD-VASH tenants. Onsite services will be provided by Asia Pacific Cultural Center (APCC). APCC is an established non-profit in the City of Tacoma that has deep cultural roots in the Asian and Pacific Islander community. The project will serve individuals and couples ages 55 and over, with 39 units set aside for individuals homeless at entry and is intended to be affirmatively marketed to AAPI and BIPOC seniors. One unit will be set aside for a live-in manager unit. This project should begin late September 2023 and be completed January 2025.

This partnership aligns with THA's long term goal to add additional affordable housing units through development or partnerships within the community.

RECOMMENDATION

Approve Resolution 2023-07-26 (5) authorizing THA's Executive Director to execute an Agreement to enter into a Housing Assistance Payment (AHAP) contract with LIHI.



RESOLUTION 2023-07-26 (5)

(LIHI Lincoln District Senior Housing - Project Based VASH Voucher AHAP)

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

WHEREAS, LIHI Lincoln District Senior Housing project will provide 78 units of affordable housing; and

WHEREAS, LIHI Lincoln District Senior Housing project will house very-low-income and extremely low-income households in our community; and

WHEREAS, THA has underutilized HUD-VASH vouchers available; and

WHEREAS, THA and the Department of Veterans Affairs Puget Sound Health Care System (American Lake Division) agree that the conversion of these HUD-VASH vouchers will provide an additional housing option for many homeless veterans in our community; now, therefore, be it

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

THA's Executive Director is authorized to execute an Agreement to enter into a Housing Assistance Payment (AHAP) contract with Low Income Housing Institute for LIHI Lincoln District Senior Housing Project

Approved: July 26, 2023

Shennetta Smith, Chair

Resolution 6



RESOLUTION 2023-07-26 (6)

Date: July 26, 2023

To: THA Board of Commissioners

From: April Black
Executive Director

Re: Mercy Housing Northwest—Project Based Vouchers

This resolution would award up to 150 Project-Based vouchers to Mercy Housing Northwest's project at James Center North/Aviva Crossing. This award will be contingent upon satisfying requirements related to new HUD HOTMA rules, as well as approval by HUD of an environmental review and subsidy layering review.

BACKGROUND

In 2022, Mercy Housing Northwest responded to an RFP THA issued, offering land for sale to affordable housing developers for the James Center North/Aviva Housing project. THA awarded Mercy an opportunity to build 70 units of housing on the site, and Mercy began seeking funding for the project. In late 2022, THA asked Mercy to expand their site to include a parcel THA had planned to develop, and Mercy began planning for 150 units, and expanding their financing plans to accommodate this.

The Mercy project will include 1, 2 and 3 bedroom units for families earning between 30-60% AMI, and will include services on site. Mercy continues with their financing plans, to include an application to the State Housing Trust Fund, and applications for tax credits this fall. These applications require a commitment of rental assistance and this resolution will provide that commitment for Mercy. THA will provide these Project Based Vouchers at our current, 2023 payment standards. The contract will be for a 20 year term and will allow for annual contract rent increases.

The project is currently scheduled to begin construction in October, 2024, with completion in 2026.

This partnership aligns with THA's long term goal to add additional affordable housing units through development or partnerships within the community.

RECOMMENDATION

Approve Resolution 2023-07-26, committing up to 150 Project Based Vouchers with Mercy Housing Northwest for the Aviva Crossing project.



RESOLUTION 2023-07-26 (6)

(Approval of Mercy Housing Northwest—Project Based Vouchers Commitment)

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

WHEREAS, Mercy Housing Northwest will develop up to 150 units of affordable housing at Aviva Crossing/James Center North; and

WHEREAS, Mercy Housing Northwest's project will house low income, very-low-income and extremely low-income households in our community; and

WHEREAS, THA is committed to providing housing for low income families in our community; now, therefore, be it

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

THA will award up to 150 Project-Based vouchers to Mercy Housing Northwest's project at James Center North/Aviva Crossing. This award will be contingent upon satisfying requirements related to new HUD HOTMA rules, as well as approval by HUD of an environmental review and subsidy layering review.

Approved: July 26, 2023

Shennetta Smith, Chair

Resolution 7



RESOLUTION 2023-07-26 (7)

Date: July 26, 2023

To: THA Board of Commissioners

From: April Black
Executive Director

Re: Extension of Property-Based Subsidy Contract: Campbell Court Apartments

This resolution would extend the Property-Based Subsidy Contract for Metropolitan Development Councils Campbell Court Apartments for an additional four (4) years.

BACKGROUND

Tacoma Housing Authority has subsidized Metropolitan Development Councils' Campbell Court Apartments through a Property-Based Subsidy contract since January 13, 2020. The property currently provides rental assistance to 10 units all with affordable rents. The original Property-Based Subsidy contract will expire on January 13, 2024. MDC wishes to extend the contract for an additional 4 years.

RECOMMENDATION

Authorize an extension of THA's Property-Based Subsidy Contract with Metropolitan Development Council for an additional four (4) years. With this extension, THA will continue to provide rental assistance for 10 units at Campbell Court Apartments. All other terms of the original Property-Based Subsidy contract will remain in effect.



RESOLUTION 2023-07-26 (7)

(Extension of Property-Based Voucher Contract: Campbell Court Apartments)

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

WHEREAS, THA has provided property-based subsidy assistance to Metropolitan Development Councils Campbell Court Apartments since 2020; and

WHEREAS, Campbell Court Apartments provides housing for low-income families in the community; and

WHEREAS, an extension of 4 years will allow THA and Campbell Court Apartments to continue to provide rental assistance to low-income families in the community; and

WHEREAS, Failure to extend this contract would lead to a loss of affordable housing units; now, therefore, be it

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

The Board authorizes an extension of THA's Property-Based Subsidy Contract with Metropolitan Development Council for Campbell Court Apartments for four (4) years.

Approved: July 26, 2023

Shennetta Smith, Chair