



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
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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; (g) 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

Valarie Peaphon

Executive Director

Union Representative

Date: _____

Date: _____

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</u> position:	If hired or promoted to <u>current</u> position:	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.

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.

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.