



**TACOMA HOUSING AUTHORITY**  
**BOARD OF COMMISSIONERS**

**BOARD PACKET**

**JULY 8, 2026**



**Tacoma  
Housing  
Authority**

902 S L St, Suite 2A · Tacoma, WA 98405  
Phone (253) 207-4400 · Fax (253) 207-4440  
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# REGULAR MEETING

BOARD OF COMMISSIONERS

**JULY 8, 2026**

The Board of Commissioners of the Housing Authority of the City of Tacoma will hold a Regular Meeting on **Wednesday, July 8, 2026, at 4:45 PM via Zoom and at 902 South L Street, Tacoma, WA 98405.**

**Join Zoom Meeting**

<https://us06web.zoom.us/j/82253002167>

**Meeting ID:** 822 5300 2167 | **Passcode:** 445650 | **Dial:** (253) 215-8782

The site is accessible to people with disabilities. Persons who require special accommodations should contact Musa Abdirahman (253) 448-2797 / [mabdirahman@tacomahousing.org](mailto:mabdirahman@tacomahousing.org), before 4:00 pm the day before the scheduled meeting.

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This Public Meeting Notice was mailed/emailed, on or before 5 days prior to meeting, to the following:

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

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

**Erik Owomoyela**  
Associate – Strategic Communications



**TACOMA HOUSING AUTHORITY BOARD OF COMMISSIONERS  
REGULAR MEETING  
JULY 8, 2026, 4:45 PM**

2nd Floor Conference Room, 902 South L Street, Tacoma, WA 98405  
**Zoom Meeting ID:** 822 5300 2167 / **Passcode:** 445650 / **Call:** (253) 215-8782

## **AGENDA**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. APPROVAL OF MINUTES**

3.1. Minutes of May 27, 2026 Regular Session

**4. GUEST COMMENTS**

*The Tacoma Housing Authority Board of Commissioners welcomes comments and feedback from members of the public. During the public comment period, comments are limited to three minutes per speaker, and there will not be a substantive response. Once each speaker is finished, their comment will be acknowledged and thanked, and then the Board will move onto the next speaker.*

**5. COMMITTEE REPORTS**

5.1. Real Estate Development Committee

5.2. Finance Committee

5.3. Education, Housing, Services, and Partnerships Committee

**6. FINANCE REPORT**

6.1. Ratifying Cash Disbursement for May 2026

**7. AGENCY UPDATES**

7.1. Agency Report

**8. NEW BUSINESS**

- 8.1. 2026-07-08 (1) Extension of Project Based Voucher Contract: Flett Meadows
- 8.2. 2026-07-08 (2) Ratify the Collective Bargaining Agreement between the Housing Authority of the City of Tacoma (THA) and the South Sound Building & Construction Trades Council, AFL-CIO (Trades Council)
- 8.3. 2026-07-08 (3) Ratify the Collective Bargaining Agreement between the Housing Authority of the City of Tacoma (THA) and the Office and Professional Employees International Union Local 8 (OPEIU)
- 8.4. 2026-07-08 (4) Extension of Property Based Subsidy Contract: Housing Hilltop

**9. COMMENTS FROM THE COMMISSIONERS**

**10. ADJOURNMENT**



# **TACOMA HOUSING AUTHORITY**

## **MINUTES**



# BOARD OF COMMISSIONERS MEETING MINUTES

## REGULAR SESSION WEDNESDAY, MAY 27, 2026

The Commissioners of the Housing Authority of the City of Tacoma (THA) met in Regular Session at 902 South L Street, Tacoma, WA 98405 at 4:45 pm on Wednesday, May 27, 2026.

### 1. CALL TO ORDER

Chair Rumbaugh called the meeting to order at 5:06 pm.

### 2. ROLL CALL

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

PRESENT	ABSENT
Chair Stanley Rumbaugh	
Vice Chair Minh-Anh Hodge	
Commissioner Athena Dunn	
	Commissioner Derek Young
	Commissioner Ronelle Jones

Chair Rumbaugh declared there was a quorum present at 5:07 pm and proceeded.

### 3. APPROVAL OF MINUTES

#### 3.1 MINUTES OF MARCH 25, 2026—REGULAR SESSION

Chair Rumbaugh asked for any corrections to or discussion of minutes for the Regular Session of the Board of Commissioners for Wednesday, March 23, 2026. Commissioner Dunn moved to adopt the minutes. Vice-Chair Hodge seconded.

Upon roll call, the vote was as follows:

<b>AYES:</b>	3	<b>NAYS:</b>	0	<b>Abstain:</b>	0	<b>Absent:</b>	2
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**Motion approved.**

### 3.2 MINUTES OF APRIL 3, 2026—SPECIAL SESSION

Chair Rumbaugh asked for any corrections to or discussion of minutes for the Special Session of the Board of Commissioners for Friday, April 3, 2026. Commissioner Dunn moved to adopt the minutes. Vice-Chair Hodge seconded.

Upon roll call, the vote was as follows:

<b>AYES:</b>	3	<b>NAYS:</b>	0	<b>Abstain:</b>	0	<b>Absent:</b>	2
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**Motion approved.**

### 3.3 MOTION TO APPROVE BOARD SUBCOMMITTEE CHANGES

Commissioner Dunn moved to approve the updated Board subcommittee structure and membership assignments as presented. Vice-Chair Hodge seconded.

Upon roll call, the vote was as follows:

<b>AYES:</b>	3	<b>NAYS:</b>	0	<b>Abstain:</b>	0	<b>Absent:</b>	2
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**Motion approved.**

## 4. GUEST COMMENTS

**Adam Johnson**, representing Northwest Justice Project (NJP), addressed the board and delivered written remarks to the commissioners. Referring to the proposed changes to THA’s Property Management Policies in Resolution 2026-05-27 (3), Johnson told the Board that he believed that the summary of NJP’s comments was not entirely accurate and that their comments were not sufficiently addressed. Johnson took issue with THA’s response describing repayment arrangements as discretionary in THA’s existing PMP, pointing to “will offer” language that would be removed in the proposed changes. Arguing in favor of a “bright-line rule” giving tenants a chance to repay, Johnson said the change may be harmful to tenants and contradicts what THA communicated to HUD about repayment agreements in its Moving to Work Plan. Johnson also warned about a risk of favoritism and discrimination under a discretionary policy.

**Brandee Johnson**, representing the Tenant Representatives Action Coalition, (TRAC), informed the commissioners about TRAC’s annual picnic on July 31, inviting THA staff and board members.

**John Hennessey**, owner of Chubby Chubby Carpet Cleaner, addressed the board, expressed gratitude for the company’s work with THA. Noting that the company is expanding into pest control, Hennessey expressed interest in partnership with THA, such as being on call.

**JaVonda Hennessey** also addressed the board representing Chubby Chubby Carpet Cleaner, informing THA that the company offers other services that can benefit the agency.

**Jonathan Hennessey**, son of John and JaVonda Hennessey, spoke to the commissioners representing R&R Construction, expressing hope that the family enterprise could offer their knowledge and services to THA.

**Bridget**, owner of Lavonne’s Room, spoke to the commissioners about her experience with the commercial property manager at Housing Hilltop. After emailing THA on March 12 regarding participating in this year's Juneteenth event and being directed to her property manager, Aspen Real Estate, she said that Aspen told her at a meeting on March 14 that they would handle it. Spaces are no longer available for the event; she did not get a vendor space, and she was not provided with an explanation for why this did not occur.

## 5. COMMITTEE REPORTS

### 5.1 REAL ESTATE DEVELOPMENT COMMITTEE—CHAIR STANLEY RUMBAUGH, VICE CHAIR MINH-ANH HODGE

The committee convened to discuss Aviva Crossing, the portfolio, budget reduction, and HUD money. Looking for strategies to make up the gap in budgets.

### 5.2 FINANCE COMMITTEE—COMMISSIONER DEREK YOUNG, COMMISSIONER ATHENA DUNN

The committee met and echoed the report from the Real Estate Development Committee.

### 5.3 EDUCATION, HOUSING SERVICES AND PARTNERSHIPS COMMITTEE—COMMISSIONER ATHENA DUNN, COMMISSIONER RONELLE JONES

Nothing reported.

## 6. FINANCE REPORT

Finance Director (FD) Rich Deitz directed the board to the finance report. Chair Rumbaugh and FD Deitz discussed the distribution of MTW funds in the report.

### 6.1 RATIFYING CASH DISBURSEMENT FOR MARCH 2026

Commissioner Dunn moved to ratify the payment of cash disbursements totaling \$8,906,095 for the month of March 2026. Vice-Chair Hodge seconded.

Upon roll call, the vote was as follows:

<b>AYES:</b>	3	<b>NAYS:</b>	0	<b>Abstain:</b>	0	<b>Absent:</b>	2
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**Motion approved.**

## 6.2 RATIFYING CASH DISBURSEMENT FOR APRIL 2026

Commissioner Dunn moved to ratify the payment of cash disbursements totaling \$9,003,542 for the month of April 2026. Vice-Chair Hodge seconded.

Upon roll call, the vote was as follows:

<b>AYES:</b>	3	<b>NAYS:</b>	0	<b>Abstain:</b>	0	<b>Absent:</b>	2
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**Motion approved.**

## 7. AGENCY MONTHLY REPORT

### 7.1 APRIL 2026 REPORT

Executive Director (ED) April Black described THA's fundraising efforts to the commissioners, and thanked Vice-Chair Hodge for her advocacy with the Greater Tacoma Community Foundation, which awarded a \$20,000 grant to THA. She also informed the commissioners about the factors behind a reduction to THA's voucher situation, aiming to investigate solutions to address those issues. She highlighted efforts to secure local contracts in order to launch a new project at Salishan. She also congratulated Chair Rumbaugh on being named 2026 Judge of the Year and Commissioner Dunn on her upcoming college graduation.

The commissioners and ED Black discussed the state of THA's third-party managed properties. Unit occupancy has been strong, but rent collection remains significantly below THA's portfolio units. ED Black pointed to this as one reason why THA is expanding client support services to cover these buildings, hopefully starting in June or July.

### 7.2 PRESENTATION: HIGHLIGHTS OF THA'S RENTAL ASSISTANCE PROGRAMS

The commissioners reviewed a presentation focused on rental assistance at THA. Highlights included more than 2,600 households on THA's Housing Choice Voucher program and more than 13,000 on the waiting list, the majority of whom are from Tacoma and Washington state. Of the households on THA's waitlist, 46% identify as homeless, and median incomes are fairly close to those in the voucher program.

## 8. NEW BUSINESS

### 8.1 2026-05-27 (1), APPROVAL OF ACCOUNTS RECEIVABLE WRITE-OFFS – TENANTS

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

**WHEREAS**, Tacoma Housing Authority (THA) provided housing services to Public Housing and Housing Choice Voucher participants who discontinued housing assistance with debt owed to THA; and

**WHEREAS**, each individual included in this tenant account write-off has been notified of their debt and given the opportunity to pay prior to this resolution; now, therefore, be it

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

Authorizes THA staff to “write off” the following accounts and send these debts to an external collection agency to pursue collection action:

	<b>Account #</b>	<b>Balance</b>
<b>Salishan Seven</b>	t0020494	\$5,982.13
	t0004455	\$7,336.20
	t0005614	\$29,542.10
	b0009719	\$1,730.00
	t0020838	\$4,191.00
	t0010617	\$874.00
	t0012121	\$7,666.00
	b0017540	\$22,299.00
	<hr/>	
<b>Tacoma Housing Authority</b>	t0000915	\$10,489.34
	b0002136	\$80.16
	b0020479	\$210.00*
	t0048660	\$16,483.94
	t0007018	\$740.00
	t0007112	\$10,967.06
	t0020788	\$1,366.77
	b0009429	\$5,203.57
	t0020869	\$9,062.13
	b0012785	\$4,314.00
	t0021047	\$4,197.88
	t0021198	\$687.50
	b0018454	\$1,158.63
	t0011541	\$2,282.00
	t0020351	\$3,180.00
	b0009369	\$1,141.00
<b>Total Write-off</b>	<b><u>\$151,184.41</u></b>	
<b>Write-off only*</b>	<b>\$210.00</b>	
<b>Total to Collections</b>	<b>\$150,974.41</b>	

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

Upon roll call, the vote was as follows:

<b>AYES:</b>	3	<b>NAYS:</b>	0	<b>Abstain:</b>	0	<b>Absent:</b>	2
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**Motion approved:** May 27, 2026

## 8.2 2026-05-27 (2), UPDATING THA’S ADMINISTRATIVE PLAN POLICY ON REPAYMENT AGREEMENTS

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

**WHEREAS**, RCW 35.82.070(15) authorizes THA to administer contracts for assistance payments to persons of low income in accordance with the Housing Choice Voucher program, implemented via federal regulation at 24 C.F.R. part 982; and

**WHEREAS**, 24 C.F.R. 982.54(a) requires public housing authorities like THA to adopt a written administrative plan that establishes local policies for administration of its tenant- and project-based voucher programs, including the Housing Choice Voucher program; and

**WHEREAS**, in contrast, RCW 35.82.070(2) and (5) authorize THA to lease and operate housing projects, to own or manage buildings containing a housing project, and to include in its leases and agreements “such covenants as the authority deems appropriate to assure the achievement of the objectives of [the Washington State Housing Authorities Law]”; and

**WHEREAS**, per RCW 35.82.070(15) and 24 C.F.R. 982.54(a), THA’s Administrative Plan outlines all the mandatory and discretionary policies for the subsidy paid in THA’s tenant- and project-based voucher programs, including its repayment agreement policy applicable to the Housing Choice Voucher program; and

**WHEREAS**, in contrast, per RCW 35.82.070(2) and (5), THA’s Property Management Policies outline all the mandatory and discretionary policies for tenancy of tenants of THA owned and managed properties; and

**WHEREAS**, it is in THA’s interest to ensure that staff, THA clients, and the public are clear on the purpose and scope of the Administrative Plan’s Chapter 16, Section IV, “Owner of family Debts to the PHA” so that those policies are not incorrectly applied outside of tenant- or project-based voucher programs; now, therefore, be it

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

Chapter 16, Section IV, “Owner of Family Debts to the PHA” of THA’s Administrative Plan (also referred to as “Repayment Agreements”) is updated for scope and clarity.

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

Upon roll call, the vote was as follows:

<b>AYES:</b>	3	<b>NAYS:</b>	0	<b>Abstain:</b>	0	<b>Absent:</b>	2
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**Motion approved:** May 27, 2026

### 8.3 2026-05-27 (3), UPDATING THA’S PROPERTY MANAGEMENT POLICIES FOR TERMINATION OF TENANCY AND REPAYMENT AGREEMENTS

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

**WHEREAS**, RCW 35.82.070 authorizes THA to lease and operate housing projects, to own or manage buildings containing a housing project, and to include in its leases and agreements “such covenants as the authority deems appropriate to assure the achievement of the objectives of [the Washington State Housing Authorities Law]”; and

**WHEREAS**, Tacoma Housing Authority housing programs are governed by multiple regulations across various documents; and

**WHEREAS**, per RCW 35.82.070, the Tacoma Housing Authority Property Management Policies outline all the mandatory and discretionary policies for tenancy of tenants of THA owned and managed properties; and

**WHEREAS**, the terms of conditions of repayment agreements for tenants of THA owned and managed properties should be updated such that the standards and terms for such agreements are clearer; now, therefore, be it

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

Chapter 15, “Termination of Tenancy”, and Chapter 16, “Repayment Agreements”, are updated for scope, clarity, and related terms and conditions.

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

Director of Strategic Initiatives (DSI) Priya Saxena informed the commissioners that the resolution was delayed for detailed consideration of the public comments, and the version before the board has been modified from the original proposal. DSI Saxena described the policy as giving a generous timeline, saying the agreement could capture more than one month of repayment and thus cut the monthly repayment cost.

Upon roll call, the vote was as follows:

<b>AYES:</b>	3	<b>NAYS:</b>	0	<b>Abstain:</b>	0	<b>Absent:</b>	2
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**Motion approved:** May 27, 2026

## 9. EXECUTIVE SESSION

The Board went into executive session at 6:10 pm to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

The Board came back to regular session at 6:16 pm. No decisions were made during the executive session.

## 10. COMMENTS FROM COMMISSIONERS

None.

## 11. ADJOURNMENT

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

**APPROVED AS CORRECT**

**Adopted:** July 8, 2026

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**Stanley Rumbaugh, Chair**



## **Real Estate Development Committee**

Chair Stanley Rumbaugh  
Vice Chair Minh-Anh Hodge

## **Finance Committee**

Commissioner Derek Young  
Commissioner Athena Dunn

## **Education, Housing, Services and Partnerships Committee**

Commissioner Athena Dunn  
Commissioner Ronelle Jones



# **TACOMA HOUSING AUTHORITY**

# **FINANCE REPORT**



## MOTION

**Date:** July 8, 2026

**To:** THA Board of Commissioners

### MOTION

Adopt a consent motion ratifying the payment of cash disbursements totaling \$8,803,129 for the month of May 2026.

**Approved:** July 8, 2026

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**Stanley Rumbaugh, Chair**

**TACOMA HOUSING AUTHORITY**  
**Cash Disbursements for the month of May 2026**

	Check Numbers						Amount		Totals	
	From	To	From	To	From	To				
	<b>A/P Checking</b>		<b>SAL 7 Checking</b>		<b>THDG Checking</b>					
Checks	98,368	-	98,396	1,065	-	1,066	-	-	-	
Wire/EFT	212	-	221	-	-	-	-	-	-	
ACHs	4,840	-	4,910	296	-	300	1,020	-	1,022	
Business Support Center						1,114,847				
Moving To Work Support Center						137,204				
Moving To Work Buildings (used by Support Center)						11,585				Program Support
Tax Credit Program Support Center						46,576				
Support Center Allocation						26,965				
Section 8 Programs						6,696				Section 8 Operations
Hillsdale Heights						7,221				
Salishan 7						19,630				Property Operations
Alberta J Canada Bldg						7,448				
Housing Hilltop LLLP						239,771				
THDG - General						3,330				THDG
James Center						10,235				Development
HUD CPF Grant - Housing Hilltop						2,726				
CS General Business Activities						5,504				
SAFE/TRAC						128				Client Support
Department of Commerce Funding for Crisis Residential Center						174,804				
Community Services MTW Fund						2,922				
AMP 6 - Scattered Sites						1				Public Housing
THA SUBTOTAL						1,817,592				
Hillside Terrace 1500						611				
Bay Terrace I & II & Community Facility						7,597				
Salishan-Hillside Phase I						8,593				Tax Credit Projects - Reimbursable
Arlington Youth Campus						2,876				
Court F (The Rise)						3,112				
Renew Tacoma Housing						30,576				
Salishan 4 - Salishan 6						6,992				
Tax Credit Property Allocations						10,762				
TAX CREDIT SUBTOTAL (Operations & Development - billable)						71,120			<b>1,888,712</b>	
<b>Section 8 Checking Account (HAP Payments)</b>										
SRO/HCV/VASH/FUP/NED/EHV/MSV	Check #'s	490,930	-	491,024		170,137				
	ACHs	65,637	-	66,570		5,567,452			<b>\$ 5,737,589</b>	
<b>Payroll &amp; Payroll Fees - ADP</b>	EFT	56	-	57					<b>\$ 1,176,828</b>	
<b>TOTAL DISBURSEMENTS</b>									<b>\$ 8,803,129</b>	

## TACOMA HOUSING AUTHORITY

### CASH POSITION - April 2026

Account Name	Current Balance	Interest
<b>HERITAGE BANK</b>		
Accounts Payable	7,797,260	2.29%
Section 8 Checking	5,854,415	2.29%
THA Scattered Sites Proceeds	3,884,520	2.29%
FSS Escrows	151,540	2.29%
FSS Forfeitures	60,631	2.29%
Note Fund Account	112	2.29%
THDG - Tacoma Housing Development Group	1,302,598	2.29%
Salishan 7 Operations	2,848,922	2.29%
Salishan 7 Security Deposit	39,025	2.29%
Salishan 7 Replacement Reserve	870,285	2.29%
Salishan 7 Operating Reserve	222,321	2.29%
North Highland Operations	454,791	2.29%
North Highland Security Deposit	29,421	2.29%
North Highland Capital Reserve	38,653	2.29%
Highland Crest Operations	1,629,621	2.29%
Highland Crest Replacement Reserve	524,542	2.29%
Highland Crest Security Deposit	43,232	2.29%
Outrigger Operations	821,657	2.29%
Outrigger Replacement Reserve	476,291	2.29%
Outrigger Security Deposit	27,042	2.29%
Payroll Account	26,861	2.29%
<b>HOME STREET BANK</b>		
James Center North Operations	632,688	0.00%
James Center North Security Deposit	75,313	0.00%
<b>WASHINGTON STATE</b>		
Investment Pool	\$ 1,116,268	3.70%
<b>1. TOTAL THA CASH BALANCE</b>	<b>\$ 28,928,011</b>	
Less:		
<b>2. Total MTW Cash Balance</b>	<b>\$ -</b>	
<i>Less Minimum Operating Reserves</i>		
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	
<b>2.1. MTW Cash Available (Lines 2-2.09)</b>	<b>\$ -</b>	
<b>3. MTW Cash Held By HUD</b>	<b>\$ 6,795,912</b>	
<b>4. Non MTW Cash Restrictions/Obligations</b>		
<i>4.1 Non MTW Operational Restrictions</i>		
4.10 HUD Restricted - Lot and Property Sales	\$ 3,884,520	
4.101 Scattered Sites Proceeds (Afford Hsg)	3,884,520	
4.20 THA Property Accounts Reserved	\$ 3,696,472	
4.201 Security Deposit Accounts	214,034	
4.202 Highland Crest Operations Reserves	520,000	
4.203 Highland Crest Replacement Reserves	524,542	
4.204 James Center North Capital	52,667	
4.205 Outrigger Operations Reserve	150,000	

## TACOMA HOUSING AUTHORITY

### CASH POSITION - April 2026

4.206 Outrigger Replacement Reserves	476,291		
4.207 Salishan 7 Operations Reserves	750,000		
4.208 Salishan 7 Replacement Reserves	870,285		
4.209 North Highland Court Operations Reserves	100,000		
4.210 North Highland Capital Reserve	38,653		
<b>4.30 Rental Assistance Reserves</b>		<b>\$ 891,711</b>	
4.301 Mod Rehab Operating Reserves	31,938		
4.302 VASH, FUP, FYI, NED, EHV & MAIN HAP & AF Reserves	647,603		
4.303 FSS Escrows & Forfeitures	212,171		
<b>4.40 Prepaid Grants</b>		<b>\$ 1,888,165</b>	
4.401 TPS Interlocal (CS-2017-011)	62,415		
4.402 Ballmer Foundation - 2Gen Support (CS-2024-002)	371,923		
4.403 GTCF Grant-Silver Funding (CS-2025-005)	79,455		
4.404 Forest Foundation CSE General (CS-2026-006)	10,000		
4.405 Sequoia Foundation CSE General (CS-2026-007)	10,000		
4.406 College Spark (PI-2018-005)	35,172		
4.407 GTCF Grant (PI-2019-005)	16,601		
4.408 THDG	1,302,598		
<b>4.60 Total - Non MTW Cash Restrictions (4.10+4.20+4.30+4.40+4.50)</b>		<b>\$ 10,360,868</b>	
<b>4.70 Agency Contracted or Budgeted Commitments Remaining</b>		<b>\$ -</b>	
	-		
	-		
<b>4.99 Total Non MTW Cash Restrictions/Obligations (Lines 4.60+4.70)</b>		<b>\$ 10,360,868</b>	
<b>5. THA UNENCUMBERED (Non-MTW) CASH (Lines 1-2-4.99)</b>		<b>\$ 18,567,142</b>	
<b>6. Development Advances - Project Reimbursement upon draw</b>		<b>\$ -</b>	
6.01 Housing Hilltop LLLP	-		
6.02 Salishan-Hillside Phase I, LLLP	-		



**TACOMA HOUSING AUTHORITY**

**AGENCY MONTHLY REPORT**



**To:** THA Board of Commissioners  
**From:** April Black, Executive Director  
**Date:** July 8, 2026  
**Re:** Agency Monthly Report

## THA's Mission

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

In this report you will find our agency highlights for the month of May 2026. The agency updates are categorized as they relate to our long-term goals:

1. Enhance Our Financial Resilience and Sustainability
2. Maintain Existing and Add More Affordable Housing Throughout Tacoma and Pierce County
3. Invest in Housing Stability and Community Vitality
4. Serve as a Great Employer, Contractor, and Community Partner

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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## THA’s Long-Term Goals

### Enhance Our Financial Resilience and Sustainability

THA is facing several growing financial challenges like decreases in federal and state funding, increased program costs, and a changing economy. For the last two years, we have been pursuing a variety of cost-cutting measures including but not limited to not filling vacant positions. Even though THA will continue to cut costs wherever possible, we still need additional funds to continue housing all our current clients. Our main goal is to ensure none of our families lose their housing due to programming or funding cuts.

THA is assessing how to redesign the way we calculate what tenants pay in rent. Essentially, if THA clients pay a small increase in their rent, THA can realize more cost savings that would allow us to maintain program and housing stability.

We are seeking HUD approval to have the option to increase the tenant portion of rent from 28.5% of their income to 32% of their income. We are also seeking approval to have the option to remove the utility allowance from the rent calculation for tenant-based vouchers.

As part of the HUD approval process, we will seek public comment throughout the month of July and part of August.

### Maintain Existing and Add More Affordable Housing Throughout Tacoma and Pierce County

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## Housing Hilltop

### *Permanent Financing*

The project remains in the process of transitioning from construction financing to permanent debt. The originally scheduled conversion date of February 28, 2026, was pushed to August 28,

2026, driven by elevated delinquencies and higher operating costs that reduced debt service coverage performance.

As we've shared with the Board subcommittees, we are continuing to meet with our lenders and investors about conversion to a permanent loan by August. This conversion is looking increasingly unlikely because of the economic vacancy at the building. Economic vacancy means a tenant is not paying their rent and the lenders and investors consider the unit vacant.

While we continue to dispute this issue, we are also exploring paths to extend our construction loan. There will be a cost to the agency for this loan extension. We do not yet have that amount.

Concurrent with our discussions with our financial partners, we are working on reducing aged receivables through negotiated moveouts for households with significant arrears, repayment initiatives to support viable tenancies, and continued eviction proceedings for households with extreme unpaid balances.

A heightened leasing approach is underway, including property wide rent incentives, a short-term move-in bonus program, and expanded marketing efforts to support rapid absorption and stabilization.

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### *Commercial Spaces*

#### **North Commercial Space:**

Financial and market analysis continues, comparing the costs of subdividing the space with potential leasing outcomes.

Space continues to be marketed in as-is condition.

#### **South Commercial Spaces:**

Letter of Interest with SpaceWorks (supported by City of Tacoma and TCRA) has been signed and accepted by THA. Lease negotiations have begun with a tentative 8/1/2026 effective date.

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## Aviva Crossing

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### *Mercy (Lot 4)*



Mercy celebrated its Grand Opening event on June 9<sup>th</sup>.

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## Hillsdale Heights

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### *Bridge Meadows*

Successfully closed their financing package with their lender and investor. THA received \$847,211 in net cash proceeds.

AMRED has finalized a lease with Walsh for construction laydown generating additional unrestricted cash flow to THA.

Bridge Meadows' groundbreaking event took place on May 13th.



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*Other Parcels*

AMRED is anticipating an updated appraisal later this month to better understand the remaining development potential on this site which will aid in Developer negotiations.

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**Salishan & Hillside 2300 Resyndication**



With 10% construction completed through June, there will be a total of 64 households relocated, and 47 moved back into their completed apartments.

Grant money from Commerce has been moving efficiently to allow for the energy efficiency project upgrades.

Improvements to HOA areas continue to be evaluated with Brawner and AMRED staff. Exterior painting renovations have begun while the warmer weather continues to cooperate.

Staff are working on preparing notices for residents to voluntarily move from Sal 1 into newly renovated units in Sal 2 to allow tenants to only move once and into a refreshed unit.

<b>Maintenance Team Key Performance Indicators</b>	<b>Jan 2026</b>	<b>Feb 2026</b>	<b>Mar 2026</b>	<b>Apr 2026</b>	<b>May 2026</b>	<b>Jun 2026</b>
<b>Completed Work Orders</b>	2,787	2,525	2,224	2,708	2,146	—
<b>Unit Turns</b>	12	12	18	14	10	—
<b>Maintenance Projects</b>	2	0	1	3	2	—
<b>Emergent Issues Resolved by Maintenance</b>	1	5	4	2	2	—

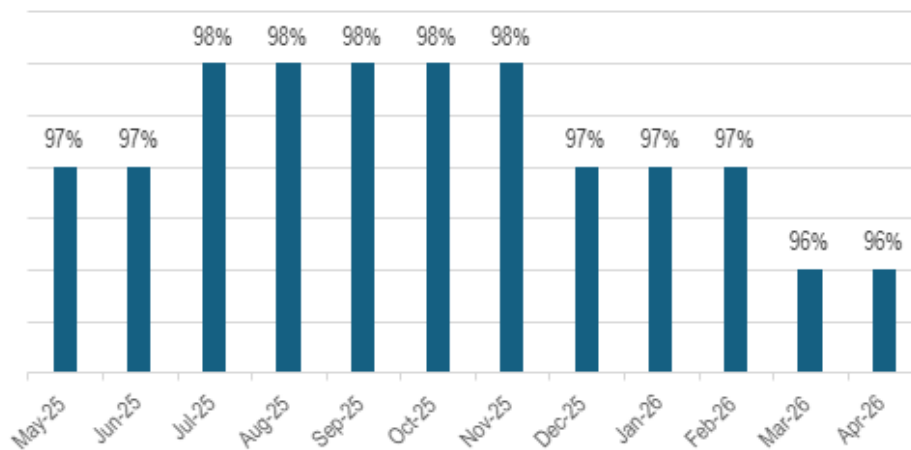
## Invest in Housing Stability and Community Vitality

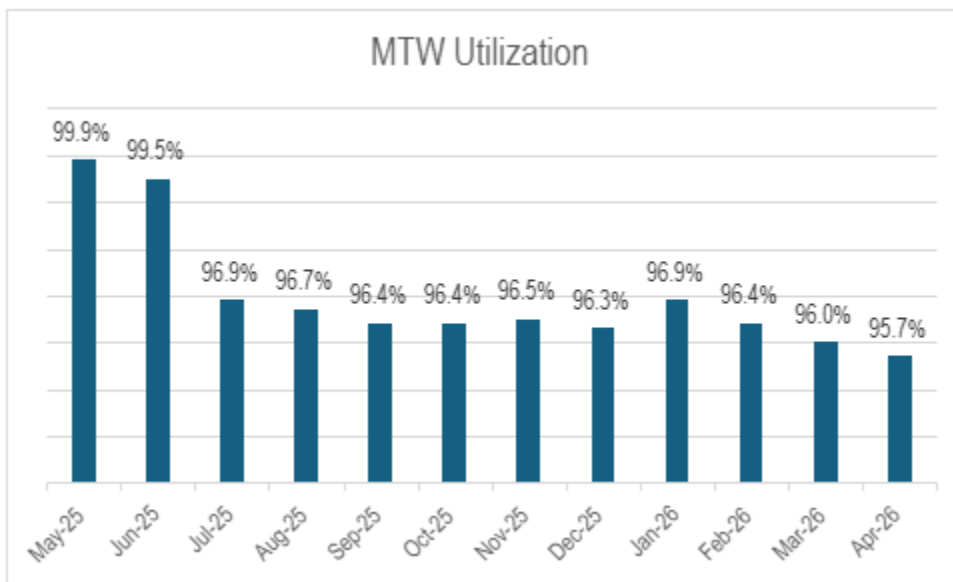
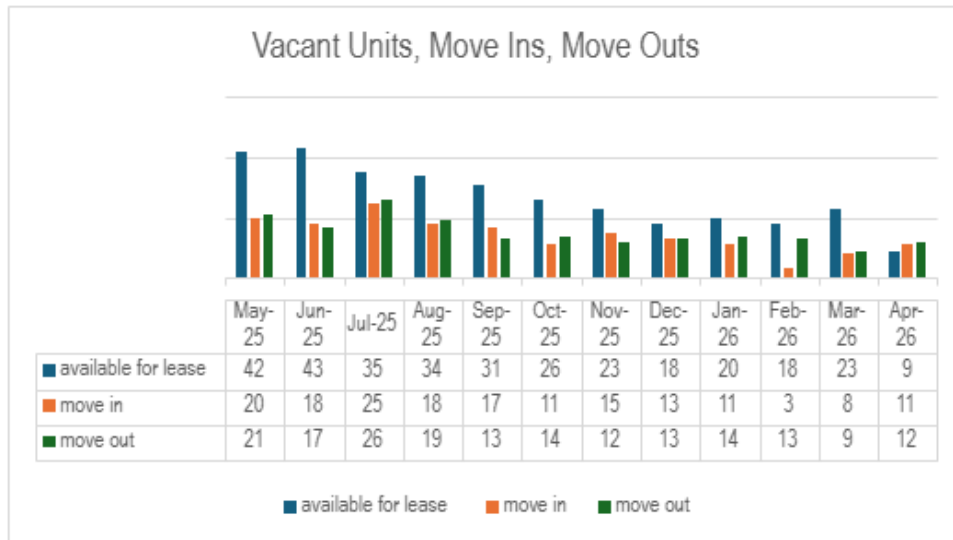
### Rent Collection

Rent Collection* (THA Owned & Managed Units Only)	Dec 2025	Jan2026	Feb 2026	Mar 2026	Apr2026	May2026
% of Households Current on Rent	70%	73%	73%	75%	78%	78%

We continue to see positive momentum in our work to increase rent collection. Last month the Board approved a proposed policy change that allows repayment agreements for past-due rent. 30-day notification was sent to all residents with a starting timeline of July.

### THA Portfolio Occupancy





Project-based vouchers at Aviva Crossing began leasing up at the end of May and more than 40 EHV households have accepted units there. Although EHV utilization is expected to decline, overall utilization should increase as leasing efforts continue over the next few months.

Serve as a Great Employer, Contractor, and Community Partner

**Employer**

This month you will see resolutions to ratify two Union contracts.

In addition to those changes, the Compensation Committee, in consultation with the Leadership Team, have finalized a new pay structure for non-represented staff. This new pay structure supports THA’s compensation philosophy. The goal was to develop a step pay system,

with the possibility of cost-of-living adjustments, that is explainable, competitive, supportive, and fair.

First, the system is explainable if it is transparent, predictable, and easy for managers and staff to understand. Second, the system is competitive if the pay structure aligns with organizations of our revenue size in the Seattle/Tacoma Metro area.

And finally, the system is fair when employees' pay is based on years in their current position and/or years of relevant experience, and when existing staff receive appropriate credit for their time within the organization.

This system is an addition to our comprehensive benefits package that supports various aspects of life and career development, such as our health and wellness programs, life insurance, long term disability insurance, pet insurance, retirement plans, educational assistance, and opportunities for professional growth.

Each position was assigned a new pay range based on the current market data as indicated by the 2025 compensation study and/or placed in the same pay grade with "like" positions.

This step pay system allows employees to be placed based on their experience or time in their current position, whichever is greater, and also move through their pay range on a predictable schedule. Eligibility for step increases will be assessed yearly for existing non-represented staff, as staff will be eligible for increases when their years of experience equals the next step in their assigned pay range.

If an employee's current wage exceeds the step to which they should be assigned, their pay will not be reduced. They will stay at their current wage until their experience or time in position justifies a move to the next step.

Most staff members will see at least a 1% wage increase in 2026, 2027, and 2028. Any staff member whose current salary is above the top of their newly assigned pay range will receive those 1% increases as one-time, lump sum amounts, except that any staff member whose current salary is more than 10% above their pay range will be ineligible for such increases.

Please note: About half of the non-Union staff have current salaries that exceed where they would be placed in the pay range based on the greater of their experience and tenure. This means they will not receive a pay increase above the minimum 1%, nor will they step until their experience or tenure match the next step in the system.

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## Contractor and Community Partner

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### *Tacoma Public Schools*

In partnership with the Tacoma Public Schools' McKinney-Vento office, THA Community Advocates have been assisting eligible families with applications for rental assistance to help prevent evictions. These funds come from a TPS partnership with Helping Hand House and can be used for move-in assistance or rental arrears for families with children attending TPS. Currently, THA has helped families receive nearly \$30,000 in eviction prevention funds, and that number continues to grow.

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### *YMCA Heart Health Ambassador Education Program*

THA is partnering with the YMCA to train at least 10 Healthy Heart Ambassadors (HHAs) in THA communities, funded by Virginia Mason Franciscan Health. The HHAs will offer the YMCA's Blood Pressure Self-Monitoring program to a minimum of 50 participants. HHAs are THA residents who will hold at least twice monthly office hours to check blood pressure readings of enrolled participants; they will also hold a monthly health and nutrition class with curriculum supplied by the YMCA.

THA will partner with the Tenant Representatives Action Coalition (TRAC) resident advisory board to outreach and market the HHA opportunity, as well as the Blood Pressure Self-Monitoring Program. The program will take place between June, 2026 and April, 2027.

**To:** Tacoma Housing Authority Board of Commissioners  
**From:** April Black, Executive Director  
**Re:** Redesigning THA's Rent Calculation  
**Date:** June 2026

## Introduction

**THA is facing several growing financial challenges like decreases in federal and state funding, increased program costs, and a changing economy.** For the last two years, we have been pursuing a variety of cost-cutting measures including but not limited to not filling vacant positions. Even though THA will continue to cut costs wherever possible, we still need additional funds to continue housing all our current clients. Our main goal is to ensure none of our families lose their housing due to programming or funding cuts.

**Because of this, THA is assessing how to redesign the way we calculate what tenants pay in rent.**

Essentially, if THA clients pay a small increase in their rent, THA can realize more cost savings that would allow us to maintain program and housing stability.

**We are seeking HUD approval to have the option to increase the tenant portion of rent from 28.5% of their income to 32% of their income. We are also seeking approval to have the option to remove the utility allowance from the rent calculation for tenant-based vouchers.**

THA is not the only public housing authority to explore this change. Chicago, King County, and Santa Clara (among others) have recently sought and gained HUD approval to change their rent calculations to generate savings and maintain program stability.

## An Overview of THA's Tenant Rent Calculation and Potential Changes

**Tenant Portion of Rent (also known as "Total Tenant Portion" or "TTP"):** Currently, tenants are placed into an income band based on how much they earn in a year. And they pay 28.5% of the lowest value in their income band towards rent. For example, if someone makes \$23,000 per year, they fall into the \$20,000-\$24,999 income band. Their monthly rent portion would be 28.5% of \$20,000 which equals \$5,700 per year or \$475 per month.

**Utility Allowance:** If the tenant is responsible for paying some or all their utilities, THA credits a portion of that amount to their account, which effectively decreases the amount of rent they pay each month. One way to think about the utility allowance is THA subsidizing utility costs. By seeking HUD approval to remove the utility allowance from our rent calculation, we are effectively seeking to focus our mission on subsidizing housing costs, only.

## Main Findings

The Department of Strategic Initiatives worked with staff from Rental Assistance, Property Management, and Information Technology to assess what regulations impact the changes we can make to our rent

calculation and how different changes to the rent calculation would impact tenants. Here are some of our main findings:

### **Regulatory Allowances**

- There are more requirements to meet in our project-based voucher (PBV) program (THA properties) than compared to our tenant-based voucher (TBV) program (housing vouchers customers use on the private market).
- **Project-based voucher** customers cannot pay more than 30% of their income towards rent. This means the highest we could set TTP at our properties is 30%. It also means we cannot remove the utility allowance, because doing so would increase the amount tenants pay towards rent.
- **Tenant-based voucher** customers are allowed to pay more than 30% of their income towards rent (and many already do). This means TTP can be higher than 30% and we can remove the utility allowance.

### **Impacts on Customers**

We assessed how rent burden rates would change if we increased the tenant portion of rent and removed the utility allowance. According to HUD definitions, customers are rent burdened if they are paying more than 31% of their income towards rent.

#### THA Properties (Project-Based Vouchers / PBV)

- Currently, no demographic group of customers on THA properties is rent burdened.
- That would remain the same if we increased the tenant portion of rent from 28.5% to 30%.

#### Non-THA Property Customers (Tenant-Based Vouchers / TBV)

- The average rent burden for TBV customers is 38%.
- Most customers (80%) pay for some or all their utilities. And the average utility allowance is \$130 per month.
- Increasing the tenant portion of rent for these customers would mean these customers face even higher rates of rent burden.
- Removing the utility allowance means that those 80% of customers who face additional cost increases because they would not receive a THA-based subsidy on their utilities.

## **Financial Impact of Changes on THA and Customers**

The tables on the next page illustrate how raising the tenant portion of rent would impact customers and THA. **We are looking to generate as close to \$2.2 million in savings as possible.**

**Table 1: Increasing the Tenant Portion of Rent (“Total Tenant Payment” or “TTP”)**

Action	Estimated Average Monthly Cost to Clients	Estimated Maximum Monthly Cost to Clients	Monthly Savings at THA	Annual Savings at THA
Increase <b>PBV</b> TTP to <b>30%</b>	\$23	\$137	\$31,066	\$372,797
Increase <b>TBV</b> TTP to <b>30%</b>	\$27	\$125	\$38,580	\$462,961
Increase <b>TBV</b> TTP to <b>31%</b>	\$45	\$208	\$64,300	\$771,601
Increase <b>TBV</b> TTP to <b>32%</b>	\$63	\$292	\$90,020	\$1,080,242

**Table 2: Removing the Utility Allowance on Tenant-Based Voucher (TBV) Rent Calculation**

Action	Estimated Average Monthly Cost to Clients	Monthly Savings at THA	Annual Savings at THA
Remove Utility Allowance from TBV customers	\$84	\$111,387	\$1,336,644

One important figure is the \$130 average in utility allowances for tenant-based voucher customers. If we increase their portion of rent and remove their utility allowance, that means the customer would pay slightly more in rent and must pay their full utility bill. Because of this, we are pursuing conversations with Tacoma Public Utilities and Metropolitan Development Council who offer utility assistance programs to: (1) ensure these programs are still operational and funding levels are staying the same or not decreasing and (2) develop partnerships that make it easier for our customers to sign up for these benefits.

### Additional Research Considerations

It’s important for THA to generate savings as much as possible so that we can weather the long-term impacts of decreased funding, increased program costs, and a changing economy. At the same time, we want to make sure we can ease the impact of cost increases on our customers as much as possible. Here are some other options we are assessing:

- Widening our income bands
  - Families will have more opportunity to save if their income increases because their rent would be based off the lowest value in their income band.
- Increasing minimum rent from \$25 to \$50 per month for senior/disabled households and from \$75 to \$150 per month for work-able households.
- Assessing the feasibility and impact of returning to annual recertifications.
  - This would allow THA to realize savings faster, would minimize fraud, and would be a change made in conjunction with widening income bands.



**TACOMA HOUSING AUTHORITY**

**NEW BUSINESS**



# Resolution 1



## RESOLUTION 2026-07-08 (1)

**Date:** July 8, 2026

**To:** THA Board of Commissioners

**From:** April Black, Executive Director

**Re:** Extension of Project-Based Voucher Contract: Flett Meadows

*This resolution would extend the Project-Based Voucher (PBV) Housing Assistance Payment Contract (HAP) for Lakewood Area Shelter Association property Flett Meadows for up to ten (10) years.*

### BACKGROUND

Tacoma Housing Authority (THA) has subsidized Lakewood Area Shelter Association property Flett Meadows with PBV assistance since September 1, 2016. The project currently provides PBV assistance to 13 units at this property.

The original PBV HAP contract will expire on September 1, 2026. This extension would extend the contract until 2036.

### RECOMMENDATION

Approve Resolution 2026-07-08 (1) authorizing THA's Executive Director to authorize an extension of THA's PBV HAP contract with Lakewood Area Shelter Association for up to ten (10) years.

With this extension, THA will provide project-based housing assistance for 13 units at Flett Meadows. All other terms of the original HAP contract will remain in effect.



## RESOLUTION 2026-07-08 (1)

Extension of Project-Based Voucher Contract: Flett Meadows

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 Lakewood Area Shelter Association Property Flett Meadows since 2016; and

**WHEREAS**, Flett Meadows provides housing for low-income families in the community; and

**WHEREAS**, an extension up to 10 years will allow THA 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 that:***

*Tacoma Housing Authority's (THA) Executive Director is authorized to extend THA's HAP contract with Lakewood Area Shelter Association property Flett Meadows for up to ten (10) years.*

**Approved: July 8, 2026**

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**Stanley Rumbaugh, Chair**



# Resolution 2



## RESOLUTION 2026-07-08 (2)

**Date:** July 8, 2026

**To:** THA Board of Commissioners

**From:** Lauren Kirigin, Senior General Counsel  
Lynette Scott, Human Resources Director

**Re:** Ratify the Collective Bargaining Agreement between the Housing Authority of the City of Tacoma (THA) and the South Sound Building & Construction Trades Council, AFL-CIO (Trades Council)

*This resolution would authorize the Executive Director to sign (1) the newly ratified Collective Bargaining Agreement (CBA) between the Housing Authority of the City of Tacoma (“THA”) and the South Sound Building & Construction Trades Council, AFL-CIO (“Trades Council”); and (2) the Memorandum of Understanding (MOU) between THA and the Trades Council placing existing employees on the new step pay scale system.*

### BACKGROUND

This resolution pertains to the ratification of the CBA and accompanying MOU between THA and the Trades Council. The bargaining unit, consisting of THA’s maintenance staff, voted to ratify this agreement on June 22, 2026. The new three-year contract term will be June 1, 2026 – May 31, 2029.

The updated CBA, a copy of which is attached hereto, includes several significant changes:

1. Improvements and updates were made to contract language such as bereavement leave, sick leave, Essential Conversations (which replaced performance reviews), and the Maintenance Specialist safety shoe allowance was increased to \$200.00 per year.

2. Minor revisions were made to the subcontracting provision, and the parties agreed to a letter of understanding regarding the scope of subcontracting for unskilled lawn maintenance work. The parties also agreed to terminate their December 2025 Memorandum of Understanding regarding grounds maintenance at select properties consistent with that letter of understanding.
3. The parties expressly agreed to continue the 2006 Agreement regarding Additional Properties through the new contract term, allowing THA to be flexible in making work assignment and contracting decisions for maintenance work at properties THA does not currently manage in-house, in case THA decides to bring such work in house in the future.
4. A new step pay scale system for Maintenance Specialists has been introduced, aiming to attract and retain employees. Effective on the first full pay period in June of 2026, the base wage and 12 -step schedule set forth in Schedule A will be the hourly wage rates and step schedule for all regular full-time, and probationary employees in the Maintenance Specialists job classification. The MOU between THA and the Trades Council, a copy of which is attached, will allow for the one-time transition of existing employees onto this system.

The Trades Council has confirmed that all questions and concerns from the membership were addressed during the negotiation process. The membership, in turn, voted in favor of the proposed tentative agreement.

## RECOMMENDATION

Approve Resolution 2026-06-24 (2) authorizing the Executive Director to sign the new CBA between THA and the Trades Council.



## RESOLUTION 2026-07-08 (2)

(Ratify the Collective Bargaining Agreement between the Housing Authority of the City of Tacoma (THA) South Sound Building & Construction Trades Council, AFL-CIO (Trades Council)

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

**WHEREAS**, on June 22, 2026, the maintenance staff of THA voted to ratify the newly negotiated CBA; and

**WHEREAS**, the new CBA includes improvements and updates to contract language, termination of the December 2025 Memorandum of Understanding regarding the 2026 grounds maintenance at select properties, and a new step pay scale; and

**WHEREAS**, the new contract term will be June 1, 2026 – May 31, 2029; and

**WHEREAS**, the Trades Council, after meeting with the membership of THA, has confirmed that all questions and concerns were addressed and that the membership voted in favor of the proposed tentative 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 Commissioners, having reviewed the new 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 agency.
3. That the Board authorizes the Executive Director to execute and deliver the CBA on behalf of the agency, and to take all necessary actions to implement the terms and conditions set forth in this agreement.
4. That this resolution shall take effect immediately upon its adoption.

**Approved: July 8, 2026**

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**Stanley Rumbaugh, Chair**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**TACOMA HOUSING AUTHORITY**

**AND**

**SOUTH SOUND BUILDING & CONSTRUCTION TRADES COUNCIL, AFL-CIO**

**One-Time 2026 New Wage Schedule Transition**

This Memorandum of Understanding (MOU) confirms the understandings reached by and between the Tacoma Housing Authority (THA or “Employer”) and the South Sound Building & Construction Trades Council, AFL-CIO (SSBCTC or “Union”), formerly known as the Pierce County Building & Construction Trades Council, during their 2026 collective bargaining negotiations concerning the one-time transition of existing bargaining unit employees to the new base wage and step schedule in the 2026-2029 Collective Bargaining Agreement (“2026-2029 CBA”).

The parties agree that regular, full-time, and probationary employees who are employed in the Maintenance Specialist job classification on the date the 2026-2029 CBA is ratified will be placed at an initial base wage step as follows:

Placement in the new base wage and step schedule will not cause any employee to receive a reduction in pay.

- Regular, full-time, and probationary employees with less than two (2) full years of continuous employment will be placed at Step One (1).
- Regular, full-time, and probationary employees with at least two (2) but less than four (4) full years of continuous employment will be placed at Step Two (2).
- Regular, full-time, and probationary employees with at least four (4) but less than six (6) of full years of continuous employment will be placed at Step Three (3).
- Regular, full-time, and probationary employees with at least six (6) but less than eight (8) of full years of continuous employment will be placed at Step Four (4).
- Regular, full-time, and probationary employees with eight (8) or more of full years of continuous employment will be placed at Step Five (5) or at an initial base wage step, rounded up, that reflects a two percent (2%) increase to the employee’s current base wage rate, whichever is greater.

Advancement to higher steps based on full years of continuous employment shall be in accordance with Section 6.1 of the 2026-2029 CBA.

The parties acknowledge and agree that this MOU captures the parties' entire understanding of the transition of existing bargaining unit employees who are employed on the ratification date of the 2026-2029 CBA to the new base wage and step schedule in the 2026-2029 CBA. This MOU does not amend any provisions of the 2026-2029 CBA.

Further, this MOU is non-precedent setting. Neither THA nor the Union will cite it in any proceeding as an instance of binding or relevant practice, as it merely memorializes employees' one-time placement within a newly created step system.

The terms of this MOU will not serve as precedent for future agreements by and between THA and the Union.

**FOR THE EMPLOYER:  
TACOMA HOUSING AUTHORITY**

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April Black, Executive Director

**FOR THE UNION:  
SOUTH SOUND BUILDING & CONSTRUCTION TRADES COUNCIL, AFL-CIO**

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Jared Ross, Executive Secretary

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Manning Webb, Business Agent  
Shipyards/Stationary Units

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HOUSING AUTHORITY OF THE CITY OF TACOMA

AND

**SOUTH SOUND BUILDING & CONSTRUCTION TRADES COUNCIL,  
AFL-CIO**

**June 1, 2026 – May 31, 2029**

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## AGREEMENT

THIS AGREEMENT is made and entered into at Tacoma, Washington, this **1<sup>st</sup> day of June 2026**, by and between THE HOUSING AUTHORITY OF THE CITY OF TACOMA, its successors and assigns, hereinafter referred to as the Employer, and the **SOUTH SOUND BUILDING & CONSTRUCTION TRADES COUNCIL, AFL-CIO**, hereinafter referred to as the Union, for the purpose of fixing the wage scale, schedule of hours, and general rules and regulations between the Employer and the Union, and to clearly define mutual obligations between the parties hereto. Therefore, it is mutually agreed as follows:

### ARTICLE 1 DEFINITIONS AND CONSTRUCTION

As used in this Agreement:

1.1 “Employee” means, except as specifically provided otherwise, any regular, full-time, part-time and probationary employee covered by this agreement, but does not include any temporary employee.

1.2 “Regular full-time employee” means any employee who has successfully completed the probationary period in his or her position who is regularly scheduled to work 40 hours per week.

1.3 “Regular part-time employee” means any employee who has successfully completed the probationary period in his or her position and who has an established work schedule of less than 40 hours per week.

1.4 “Probationary employee” means any employee who has:

- (a) completed less than **90** calendar days of continuous employment as a new hire; or
- (b) completed less than **90** calendar days of continuous employment in a new or different position.

The Employer may extend the probationary period in any case by mutual agreement with the Union. The Union shall not unreasonably withhold consent to such extensions.

1.5 “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; in the case of two or more employees expressing interest for the same role, the procedures outlined in Section 11.1(a) shall apply. 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 **three dollars (\$3.00)** per hour in addition to their hourly rate of pay.

1.6 “Temporary employee” means any employee hired for a limited period of time, not to exceed 120 days, or mutually agreed upon extension.

1.7 “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 entitlement 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 which the employee has exhausted all statutory or contractual leave entitlements.

Although an inactive employee remains one of the Employer’s employee and thus retains their seniority date should he or she 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 with the Employer for which the employee is qualified, has applied, and is selected. Inactive status does not confer any entitlement or preference for future employment.

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

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

1.9 “Continuous employment” means continuous employment from the most recent date of hire or rehire.

1.10 “Anniversary date of service” means the same date each year as the date on which the employee first began work.

1.11 “Inclement Weather” means snow, ice, and impact of severe cold.

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 **title of Maintenance Specialist (as set forth in Schedule A to this Agreement)**. Any **new Maintenance Specialist position, or a position with a different title that is responsible for the scope of work described in the Maintenance Specialist job description**, except those traditionally associated with management and administration, shall be subject to negotiations between the Employer and the Union. In the event the parties are unable to agree on the title and rate of pay for **such a position, a resolution will be sought through the Public Employment Relations Commission (PERC) Mediation process, and if no resolution is agreed upon through that process**, the dispute shall be resolved by the arbitration procedure in this Agreement.

### SECTION 2.3                      **Management Rights**

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

The foregoing recitation of specific management rights shall not be deemed to waive, limit or impair any rights of the Employer not so enumerated. The exercise of management rights is the exclusive prerogative of the Employer.

### SECTION 2.4                      **Subcontracting**

Except as provided in Article 11.3, if work with a limited window of time for completion by necessity or by external requirements arises, the Employer will provide written notice to the Union with a description of the work, the time constraints, and the reasons for those time constraints. Necessity will be based on life, safety, and asset preservation needs. The Union, either through its authorized representatives or via individual members, will respond with available employees as soon as possible, but not more than three (3) business days for requests with a limited window of time for completion by necessity or by external requirements or no more than fifteen (15) business days for non-emergency work with no limited window for completion or external requirements. The Parties may agree to not pursue mandatory overtime. If the Union does not respond with available employees by the end of the applicable notice period, the Employer reserves the right to subcontract the necessary work. The Employer and Union will negotiate the impacts of such contracting out on the employees as required by law.

Prior to the notice periods above, volunteer overtime opportunities shall be offered to all Bargaining Unit Employees specifying type of work to be performed, days of the week, hours per day, and estimated start and finish dates overtime work will be available. Bargaining Unit Employees who sign up for volunteer overtime shall have the first opportunity to take part in the additional workload and in no way experience a reduction of hours or overtime opportunities due to subcontracting.

The notice periods above shall not apply to short-term subcontracting in response to emergencies, unforeseen circumstances requiring short-term and immediate attention, or situations where specialized certifications, **skills**, or equipment are required; the Employer will retain the right to subcontract at its discretion, however it shall notify the Union as soon as feasibly possible.

Prior to October 31 of each calendar year, the Parties will jointly review the current volunteers for the snow team as requested by the Employer. The Employer and the Union will agree in writing to the scope and duration of the Employer's authority to subcontract work for inclement weather response by October 31 of each calendar year. The Union will evaluate its ability to commit to addressing work caused by inclement weather with current staff, and the Parties will agree to the subcontracting for the remainder of the season accordingly. Subcontracting work shall not inadvertently result in a reduction of workforce within the bargaining unit or inhibit in any way its opportunity to increase its numbers based on the Employer's growth.

### ARTICLE 3 UNION BUSINESS

#### SECTION 3.1                      **Union Membership**

- a) Payroll Deductions: The Employer shall honor the terms and conditions of each employee's signed payroll deduction form. The Union shall communicate with the Employer the list of employees for whom monies should be withheld and in what amounts. The employee may revoke the authorization by sending a written notice to the Employer and the Union. Monthly deductions will be promptly transmitted to the Union by check payable to its order.
- b) **New Employee Information:** Within the first seven (7) days of an employee's date of hire, the Employer shall transmit to the Union the employee's: **name, date of hire, phone numbers (cell, home, and work), work and personal email addresses, home or personal mailing address, job title, rate of pay, and worksite location to the extent such information has been provided to the Employer for its personnel records.**
- c) Orientation Meeting: The Employer will provide the Union an opportunity to meet with newly hired staff **for thirty (30) minutes** at the end of the employee's scheduled on-boarding meeting **within ninety (90) days of the employee's start date.** If that is not feasible, a separate meeting will be arranged. In either case, the meeting will be on paid time.
- d) Indemnification. The Union shall indemnify, defend **with the Union's choice of counsel reasonably satisfactory to the Employer**, and hold the Employer harmless against any and all claims, suits, orders, or judgments that arise out of or by reason of the Employer's compliance with this Section.

## SECTION 3.2

### Union Representatives and Activity

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

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

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

## ARTICLE 4 WORK SCHEDULE

### SECTION 4.1

#### Workweek - Workday

- (a) The standard workweek of a regular full-time employee shall be forty (40) hours to be scheduled by an appropriate Department Director **or assigned manager within the Property Management Department** on five consecutive 8-hour workdays Monday through Saturday, **or, at the Employer's discretion, a recurring 4 x 10 schedule consisting of four (4) consecutive days Monday through Saturday. Standard workweeks will not exceed forty (40) hours without proper approval from the assigned manager within the property management department.** .
- (b) An occasional non-standard workweek may be established for certain jobs or individuals to meet short term business or personal requirements provided that the business needs of the Employer can be met. Such a non-standard flexible workweek may adjust hours within a given workday or workweek but in no case shall an employee work more than forty (40) hours in a workweek as a result of an occasional non-standard workweek. An occasional non-standard workweek must be mutually agreed upon by the Employer and the employee. **The Employer must notify the Union of any non-standard workweek request it receives.**

### SECTION 4.2

#### Lunch and Break Periods

Each 8-hour workday shall include one unpaid lunch period of 30 minutes approximately midway through the workday, and one paid break period of 15 minutes in the morning and one 15 minute paid break in the afternoon. The Employer may schedule lunch **between the third and fifth hour** and break periods to accommodate its business needs. The Employer will provide bargaining unit employees with an additional ½ hour paid lunch (at straight time) on payday.

### **SECTION 4.3 Overtime**

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

### **SECTION 4.4 Call Out Time**

When an employee is called out to work other than during normal work hours, a "Call Out Time" minimum of **four (4)** hours of the applicable rate of pay shall be paid.

### **SECTION 4.5 Minimum Reporting Pay**

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

### **SECTION 4.6 Inclement Weather**

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

### **SECTION 4.7 On-Call**

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

The selection of weeks shall be in a "round robin" format. The most senior employee will choose one week, the next senior employee will choose one week and so on until the entire roster of eligible employees have chosen a week. The

process will continue for the remaining weeks until eligible employees have an equal number of On-Call weeks.

iii. For all one week periods not scheduled by sign-up, the Employer will solicit volunteers to sign-up for the remaining weeks of On-Call duties.

iv. For all one week periods not scheduled by volunteer sign-up, the Employer will assign the work by rotating through the roster of employees in reverse seniority.

b. A volunteer On-Call back up list will be available. The volunteer backup roster will not be subject to the same availability and activity restriction as the primary On-Call employee list. If a backup employee is needed to perform On-Call duties, the Employer will call the first employee on the volunteer backup list and continue contacting backup employees until one is able to arrive onsite within two (2) hours. The volunteer backup list shall be determined by the order in which the employees volunteered. Once the volunteer backup list is exhausted and a need still exists, calls to the general employee list may occur in seniority order beginning with the most senior employee. Backup employees who respond to a call from the volunteer list and perform requested On-Call duties will be entitled to compensation for hours worked in accordance with applicable law.

c. An employee who is on-call will be given the On-Call phone and must be (1) accessible by telephone; (2) available to return to the worksite within a designated response time; and (3) in a physical condition that allows him/her to perform duty assignments.

d. If the employee is scheduled for an on-call week but for unforeseen circumstances, will not be able to take the on-call assignment for all or part of that week, the duty may only be traded or reassigned with the prior approval of the **assigned manager within the Property Management Department** or their designee. If incapacitated or unavailable, it must be noted on the employee's timecard and on-call pay shall be forfeited for that time period.

e. An employee who is assigned to on-call duty and cannot be reached or does not report within two hours of being contacted may face disciplinary action and shall not receive on-call pay for that day. An employee who has a record of excessive unavailability while on on-call duty may face disciplinary action.

f. Pay for work performed shall be at the overtime rate of one and one-half (1 1/2) times the straight time hourly rate of pay of the responding employee. In computing time, the nearest one-quarter (1/4) hour shall be used. A minimum of two hours of the applicable rate of pay shall be paid.

g. Compensation will be paid from the time the employee begins travel to the On-Call jobsite in their designated Employer-provided vehicle, unless the On-Call needs do not require use of an Employer-provided vehicle. The On-Call manager will inform the On-Call employee if an Employer-provided vehicle is not required for the response. For the purpose of On-Call duties all tolls and fees incurred while performing On-Call duties will be reimbursed to the employee.

h. All work performed on holidays will be paid at the rate of two times the employee's straight time rate of pay plus their regular pay for the holiday.

Employees assigned to on-call duties shall be compensated for (a) up to 30 minutes per day of “work time” that is not “call out” time (e.g. “triage time” talking on the phone with a client or others to resolve the problem) and (b) the inconvenience of being on-call at a rate of \$325.00 per week broken down to the following schedule:

- i. Monday through Friday \$45.00 per diem
- ii. Saturday through Sunday \$50.00 per diem

“Time worked” as “triage time” after the 30 minutes will be paid in 15-minute increments at the employee’s applicable rate. Compensable triage time includes time spent communicating with the call center, management staff, relevant tenant, security, or backup On-Call employee as needed in accordance with 4.7(b).

i. The employee will be assigned a Housing Authority vehicle to use during the on-call period, subject to Housing Authority policy.

j. Nothing in this language shall be interpreted to limit the Employer’s rights as set forth in Section 2.3 Management Rights and Section 13.1 Discipline and Discharge of Regular Employees including the right to suspend employees from on-call duty as appropriate disciplinary or corrective action.

**SECTION 4.8 Personal Vehicle Use**

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

**SECTION 4.9 Clothing Change**

When an employee’s clothing becomes soaked by sewage, waste water, water or oil, the employee shall be given the opportunity, on the Employer’s time and with prior authorization, to clean up and change clothing. The Employer will provide washing and changing facilities at designated locations. When circumstances require the employee to leave the worksite, they shall be compensated for the time required to clean up, not to exceed two (2) hours, at the normal straight time rate.

**ARTICLE 5**

**MAINTENANCE OF BENEFITS AND COLLABORATIVE EFFORTS**

All benefits now being extended to the employee shall remain in force and shall not be rescinded during the life of this Agreement provided that any benefit changes to the Laborers Trust will apply to employees covered by the Agreement who are enrolled in that plan. However, the parties agree that if there is any substantial adverse change in the costs of benefits or Employer’s financial position, the Employer and Union shall meet to discuss such changes and the appropriate action, if any, to be taken. The employer provides benefits to eligible employees as defined in Appendix A.

## **ARTICLE 6 COMPENSATION**

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

Employees shall be paid not less than the minimum **base wage (Step One (1))** for his or her title as set forth in Schedule A.

**Effective the first full pay period in June of 2026, the base wage and step schedule set forth in Schedule A to this Agreement will be the base hourly wage rates and 12-step schedule for regular, full-time, and probationary employees in the Maintenance Specialist job classification. No such employee shall be paid a base wage more than Step Twelve (12) of the Schedule A base wages.**

**All wage rates negotiated are minimum and it shall not be a violation of the terms and conditions to pay any employee more than the agreed upon wage rates spelled out in the Schedule A of this Agreement.**

**Beginning January 1, 2027, employees will advance one step as set forth in Schedule A, effective on the first full pay period following the employee's one year anniversary date of continuous, full-time employment.**

**Employees who are newly hired into the Maintenance Specialist job classification will be placed at Step One (1) of the Schedule A base wages, except under extenuating circumstances where the Employer determines, in its sole discretion, to place the employee at a different step. In such an event, the Employer will promptly notify the Union of its decision.**

### **SECTION 6.2                      Pay Periods**

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

### **SECTION 6.3                      Temporary**

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

### **SECTION 6.4                      Washington Paid Family and Medical Leave**

Employer will pay the applicable Employer share of the WPFML premium. Employees will pay the applicable Employee share of the WPFML premium through payroll deduction.

### **SECTION 6.5                      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 7 INSURANCE, RETIREMENT AND DEFERRED COMPENSATION**

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

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

### **SECTION 7.2                      Cost Sharing**

The Employer believes that the Agency and all employees share an interest in controlling health care costs. The Employer believes that such interests are best served if both the Employer and employees have a financial stake in the cost of health insurance.

Insurance premiums are based on the NW Laborers Health and Welfare Trust. The annual premium, beginning in 2023, will be based on the annual rates published by the trustees each May. The premium rate between **June 2025** and May 2026 is **\$1103.00**. The Employer will bear the cost of the base amount annually.

Should the annual rate increase during the duration of this Agreement by any amount up to ten percent (10%), these costs will be borne by the Employer. The amount of any premium increase in excess of ten percent (10%) will be shared equally between the Employer and the employee.

For example, if the premium was \$950, and the increase was 20% (\$190.00), the employee would be responsible for an additional \$47.50 per month ( $\$190.00 / 2 = \$95.00 / 2 = \$47.50$ ).

### **SECTION 7.3                      Retiree Disclaimer**

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

### **SECTION 7.4                      “Special Flat Rate” Agreement**

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

**SECTION 7.5 Trust Agreement**

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

**SECTION 7.6 Dental Insurance**

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

**SECTION 7.7 Retirement and Pension Program**

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

**SECTION 7.8 Deferred Compensation Program**

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

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

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

**SECTION 7.10 Employee Assistance Program**

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

**ARTICLE 8  
HOLIDAYS, VACATION AND LEAVE**

**SECTION 8.1 Holidays**

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

**HOLIDAY OBSERVED**

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day

Juneteenth  
 Independence Day  
 Labor Day  
**Indigenous People's Day**  
 Veterans Day  
 Thanksgiving Day  
 Day after Thanksgiving  
 Christmas Eve  
 Christmas Day

**Three (3) Floating Holidays.** Only employees who have successfully passed probation may take floating holidays. Floating holidays shall be used in eight (8) hour increments only and with prior arrangement and approval of the Employer. Floating holidays do not carry over from one calendar year to the next. An employee hired on or after August 1<sup>st</sup> of a given year does not earn any floating holidays for the year of hire.

And all other Holidays observed by the Employer.

- (b) **Holiday Pay.** An eligible full-time employee shall be compensated for each Employer holiday which occurs while the employee is on the payroll, whether or not worked by the employee, at the employee's base rate for eight hours. An eligible part-time employee shall be compensated for each such Employer holiday at the proportion of hours normally worked versus full-time hours. Any hours required by the Employer to be worked on an Employer holiday (except for employee's individually scheduled floating holiday) shall be compensated at the rate of twice the employee's hourly base rate, in addition to holiday pay.
- (c) **No Charge against Vacation Credit.** A holiday occurring during an employee's scheduled vacation shall not be charged against accrued vacation credits.
- (d) **Holidays falling on Saturday shall be observed the proceeding Friday unless otherwise designated. Holidays falling on Sunday shall be observed the following Monday unless otherwise designated.**

**SECTION 8.2 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) Paid vacation days shall not accrue during a leave of absence without pay or suspension. Where an employee is on leave and is using **Employer-provided paid sick leave or vacation**, they will continue to accrue **vacation**. Where the employee has exhausted all **Employer-provided paid sick leave** and other paid leave and is on an unpaid leave of absence, regardless of whether workers compensation, **compensation under the Washington State Paid Family and Medical Leave Act**, or disability insurance may be paying benefits to the employee, they would not continue to accrue **vacation**.
- (c) All vacation time must be earned/accrued. Employees in each department may make initial vacation selections by January 31 for that calendar year. The Employer will respond to such vacation requests by February 15 of that year. Employees are encouraged to take vacation a week at a time. In cases of scheduling conflicts, vacation time will be approved based on bargaining unit seniority. Employees are encouraged to take vacations to the amount of earned annual vacation. Employees may not carry over more than **forty-five (45)** days of vacation time.

An Employee with 200 or more accrued vacation hours may cash out up to a maximum of forty (40) hours of accrued vacation once during each calendar year of the term of this Agreement. Cash-out requests must be submitted to the Human Resources department to be paid out the following full pay period after submission and processing is complete. Employees may only cash out once per calendar year. Employees must have the minimum of 200 accrued vacation hours on the date of the submission and have a minimum of 160 accrued vacation hours on the date the cash-out is paid. Upon retirement or departure, the Employer shall pay no more than **forty-five (45)** days of accumulated vacation time.

- (d) Vacation time shall not be taken in units of less than one-half hour.
- (e) Subject to Section 8.2 (c), an employee who is separated from employment with the Employer shall be paid their accumulated 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 accumulated unused vacation time. An employee may not elect to take unpaid time off of work when leave time of any type is available to him/her.
- (f) New employees will accrue vacation days during their probationary period but will not be entitled to use vacation leave until after the successful completion of the probationary period. If the new employee does not successfully complete probation and is terminated, he or she is not entitled to a cash-out of any vacation leave.
- (g) All vacations and leave must be approved in advance by the employee's **assigned manager in the Property Management Department**, in writing or by comparable electronic means (e.g. email, text, ADP).
- (h) Employees shall make their requests for vacation use in advance with proper notice to their **assigned manager in the Property Management Department**. Proper notice will constitute at least one day notice for each day requested, except in the case of a catastrophic event.

## SECTION 8.3

### Sick Leave

- (a) Employees shall accrue sick leave at the rate of one day per month or 12 days per year. All sick time must be accrued prior to taking it. In the event that any employee is sick and has no approved sick time, vacation time shall be charged. In the event that the employee has no sick or vacation time accrued, the employee shall not be paid for time missed. An employee may not elect to take unpaid time off of work when any leave time of any type is available to the employee. **Only the Executive Director or their designee may approve unpaid time off work.**
- (b) Sick leave shall be taken in increments 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 leave and is **using Employer-provided paid sick leave or vacation**, they will continue to accrue sick leave. Where the employee is in an unpaid leave status, for whatever reason, including during leave **where the employee may be receiving benefits through workers compensation, the Washington State Paid Family and Medical Leave Act**, or disability insurance, the employee will not continue to accrue sick leave.
- (d) An employee who is unable to report to work as scheduled for a foreseeable qualifying reason shall provide reasonable notice to their **assigned manager in the Property Management Department**. 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 work days.
- (e) Employees may use sick leave for qualifying reasons as defined by applicable law.
- (f) The Federal Family and Medical Leave Act and the Washington State Paid Sick Leave Act are part of the Employer's sick leave policy and shall apply to employees covered under this Agreement.
- (g) An employee who is separated from employment due to retirement for disability or length of service after at least 20 years of employment with the Employer or death at any time shall be compensated to the extent of 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 or is 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). 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 are not eligible for payout of any accrued sick leave if they leave employment for any reason during their initial 120-day or extended probation period.

(h) Any employee proved to have misused sick leave shall be subject to disciplinary action.

#### **SECTION 8.4 Death in Employee's Family**

Employees shall be granted **five (5)** 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.

#### **SECTION 8.5 Jury and Witness Duty**

An employee who is subpoenaed for jury duty or as a witness shall be granted a leave of absence. Immediately upon receipt of a subpoena, and prior to the leave of absence, the employee shall provide a copy of the subpoena to **the assigned manager in the Property Management Department**. An employee who is granted leave for jury duty shall be compensated at the regular rate for each hour absent from work for such duty, not to exceed eight hours per day, less all compensation other than reimbursement for travel expenses received for jury duty. The status of a probationary employee shall be extended an hour for each hour absent due to jury and witness duty. The Employer may require written documentation of the dates of duty and the compensation received.

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

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

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

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

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

## **ARTICLE 9 EDUCATION/TRAINING**

### **SECTION 9.1 Education and Training Programs**

Each regular employee who is in a pay status is encouraged to participate in educational programs which will mutually benefit the Employer and employee. Management reserves the right to identify an appropriate training schedule/program for all newly hired employees. **If approved in writing by the Property Management Department Director, the employee will be compensated at the applicable hourly rate (straight/base time rate of pay or pre-approved overtime pay) for their time completing education programs that will facilitate the work to be performed for the Property Management Department.**

### **SECTION 9.2 Orientation Sessions**

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

## **ARTICLE 10 DEFINITION OF SENIORITY**

### **SECTION 10.1 Definition of Seniority**

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

### **SECTION 10.2 Accrual of Seniority**

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

### **SECTION 10.3 Loss of Seniority**

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

### **SECTION 10.4 Seniority for Vacation and Overtime**

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

employee at that work site. When employees are unable to work overtime, overtime hours will be offered to the most senior maintenance employee available to perform the work.

## **ARTICLE 11 JOB VACANCIES**

### **SECTION 11.1                      Vacancy Posting**

- (a) The Executive Director has the primary authority for the recruitment and screening of applicants for vacant bargaining unit positions. The Executive Director, or designee, shall decide the relative qualifications, skills, abilities, attendance record, and discipline record of an applicant for a position. First consideration for vacant bargaining unit positions shall be given to bargaining unit employees provided that such employees have the qualifications, skills, abilities, attendance record, and discipline record for the position in question. When these factors for two or more applicants for a given position are substantially equal, as determined by the Employer, seniority shall be the determining factor.
- (b) For all regular positions not filled by an existing union employee pursuant to subparagraph (a), the Employer agrees to notify the Union of such an opening and the skills or qualifications needed for the position. The Employer agrees to consider candidates referred by the Union. The Employer may request by name, qualified individuals to fill open positions, regardless of that individual's position on a Union hall hiring list. The union will be given up to three days to refer candidates. The Employer is not required to hire from the Union list.
- (c) Employees who wish to apply for posted positions must apply online through the Employer's website at [www.tacomahousing.org](http://www.tacomahousing.org).
- (d) In the event that an employee applies for a position that results in upward mobility and their performance is unsatisfactory and they are unable to meet the essential tasks of the position, the employee has no bump back to their old position.
- (e) New hires and personnel in new positions may not apply for promotions, transfers, etc. for six months; unusual circumstances may be open for discussion.

### **SECTION 11.2                      Notification of Union**

The Employer has the final choice as to whom it hires. Notice of new hires will be provided as set forth in Article 3.1(b).

### **SECTION 11.3                      Temporary Employment**

The Employer may hire temporary employees for peak workloads, or replacement of employees on leave. The Union will attempt to meet the temporary employment needs of the Employer. If the Union is unable to meet these needs, the Employer may hire from outside sources.

All temporary employees performing bargaining unit work shall not be paid less than the minimum hourly wage as set in Schedule A and if the temporary employee is a member of a Pierce County Building Trades member union and if the temporary employee is a participant in

one or more multi-employer employee benefit trust plans as a result of employment through such union membership, then the Employer will pay on the temporary employee's behalf, the then applicable fringe benefit contribution amounts as specified in the appropriate local union trust agreements. No other benefits or compensation shall apply for temporary employees, except when required by law or that when a temporary employee is hired as a regular employee with no break in service, the vacation, sick leave and seniority for the employee shall be calculated using the date of hire as a temporary employee. As used in this Section, "break in service" means an absence from employment with the Employer of 30 calendar days or more.

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

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

The Employer may employ up to three (3) part-time seasonal **workers to perform unskilled lawn maintenance tasks for which Employer has equipment available, including lawnmowing, raking/blowing leaves and other debris, and picking up trash**, which will be exempted from this agreement. Part-time seasonal workers shall not be allowed to work more than 750 hours each in a contract year. Any part-time seasonal worker who works 751 hours or more in a contract year will be included in the bargaining unit with all of the provisions and protections afforded by the agreement.

The short-term employment program will not accrue from one contract year to the next.

### **ARTICLE 12 PERFORMANCE MANAGEMENT**

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

To ensure the success and growth of our employees and our agency, **the Employer uses a program called "Essential Conversations" to manage performance. This is a topic-based program where employees meet one-on-one with the assigned manager within the Property Management Department once a quarter to discuss their role, professional development, and to give and receive feedback.** In devising or modifying this system, the Employer shall consult with the Union pursuant to Article 18.

The Employer may periodically conduct **essential conversations** as it sees **fit in accordance with the procedure outlined in Section 12.2.**

#### **SECTION 12.2 Procedure**

**Essential conversations** shall be conducted by the **assigned manager within the Property Management Department**, or other manager as the Executive Director directs. A copy of the written evaluation form shall be reviewed with and given to the employee, who shall acknowledge receipt in writing, and who may comment in writing on the evaluation. The

employee may discuss the evaluation with the Department Director, and shall have the right to have a Union representative present during any such discussion.

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

### **SECTION 13.1                      Discipline and Discharge of Regular Employees**

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

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

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

### **SECTION 13.3                      Resignation**

An employee may resign, including for retirement or medical disability, upon advance written notice of not less than two calendar weeks to **the assigned manager in the Property Management Department**. The Employer shall not pay any compensation other than salary for hours actually worked to any employee who resigns without giving such notice. No employee will be discharged without two (2) weeks' notice or two (2) week's pay (including holiday pay when applicable) in lieu of the two (2) weeks' notice unless such discharge is for just cause.

## ARTICLE 14 LAYOFFS

### SECTION 14.1                      **Reduction in Force**

The Employer has the primary authority for the selection of positions or personnel to be separated due to a reduction in force. In the event of a reduction in force, the Employer shall first determine how many positions of each job title(s) to eliminate. The Employer shall attempt to accomplish the lay-off by volunteers within the job title. If there are no or insufficient volunteers, the Employer will assess the then current relative existing qualifications, skills, abilities, attendance record, and discipline record. If the Employer determines that these factors are substantially equal, the selection for lay-off shall be made in reverse seniority. If the Employer determines that these factors are not substantially equal, then it may make the selection for lay-off without regard to seniority.

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

### SECTION 14.2                      **Recall**

Any regular employee laid off shall be placed on a recall list for a period of one year. A regular employee recalled and reinstated within that time to the employee's former or comparable position shall receive the former rate of pay as adjusted by wage increases applicable to the job title during the period the employee was on the recall list. Recall shall occur by job title according to the same factors set forth in Section 14.1 Reduction in Force.

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

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

## ARTICLE 15 SERVICE FILES

- (a) The Employer maintains personnel files for all of its employees. Upon written request to the Employer, an employee will be provided with reasonable opportunity to review or copy 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 on 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 **assigned manager in the Property Management Department.**

## ARTICLE 16 AFFIRMATIVE ACTION AND DISCRIMINATION

The Employer will not discriminate against an employee for **any protected, concerted** union activity.

It is agreed and recognized by the Tacoma Housing Authority and the **South Sound Building and Construction Trades Council, AFL-CIO** that the Tacoma Housing Authority is an equal opportunity employer, and that the Tacoma Housing Authority and said Union will not discriminate against any employee or job applicant because of race, creed, color, national origin, sex, age, marital status, familial status, disability, ancestry, sexual orientation, gender identity or any other status protected by applicable law. To the extent permitted by law, the Employer and the Union will take affirmative action to ensure that applicants are employed and employees are treated during their employment without regard to race, creed, color, national origin, sex, age, marital status, familial status, disability, ancestry, sexual orientation, gender identity or other protected characteristic.

In accordance with 24 CFR Part 135, Section 7 and any other applicable law or regulation, the Employer will, to the greatest extent feasible and consistent with this Agreement, give opportunity for training and employment to lower income residents of the Employer's programs.

## ARTICLE 17 DISPUTE RESOLUTION

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

### SECTION 17.1                      **Informal Settlement of Complaints**

An employee shall discuss any complaint with such employee's **assigned manager in the Property Management Department**, if applicable, as soon as possible after the occurrence, or circumstances giving rise to the complaint. Any settlement, withdrawal or disposition of the complaint at this informal settlement stage shall not be a binding precedent in the settlement of similar complaints or grievances. The employee's **assigned manager in the Property Management Department**, if applicable, shall respond to such complaints within five (5) working days. An employee shall have the right to Union representation upon request.

### SECTION 17.2                      **Grievance Defined**

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

### SECTION 17.3                      **Steps**

Step 1: A grievance shall be reduced to writing and presented by the shop steward or the union, to the Employer's Human Resource Office, within fifteen (15) working days from the date of the occurrence of the events or actions giving rise to the grievance.

Grievances not so referred shall no longer be considered in dispute. The written grievance shall include:

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

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

**Step 2:** Grievances not settled at Step 1 shall be submitted by the shop steward or Union representative and/or employee to the Human Resource Director, or designee, within ten (10) working days from the date the HR department has provided the Step 1 response. Grievances not so referred shall no longer be considered in dispute. The HR Director, or designee, shall immediately investigate the grievance and shall respond in writing within ten (10) working days.

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

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

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

## **SECTION 17.4 Binding Arbitration**

Any grievance not settled, withdrawn or otherwise resolved by the grievance settlement procedure may be submitted to arbitration. A demand for arbitration shall be served in writing

within 60 calendar days of the occurrence or circumstances giving rise to the grievance, signed by both the affected employee(s) and the Business Representative.

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

#### **SECTION 17.5 Arbitrator Authority**

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

#### **SECTION 17.6 Untimely Action**

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

#### **SECTION 17.7 Grievance Termination**

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

### **ARTICLE 18 UNION-MANAGEMENT COMMITTEE**

#### **SECTION 18.1 Purpose**

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

#### **SECTION 18.2 Meetings**

The committee shall convene upon the request of either party.

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

## **SECTION 18.3**

### **Scope**

The committee may discuss the following topics:

1. Administration of the contract,
2. problems which may affect bargaining unit members,
3. dissemination of items of a general interest to all parties,
4. training needs and policies of the employer,
5. planned reductions in force (RIF),
6. **planned increases in force,**
7. performance evaluation system design,
8. other items as mutually agreed upon.

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

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

## **ARTICLE 19 STRIKES, WORK STOPPAGES AND LOCKOUTS**

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

## **ARTICLE 20 SAFETY**

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

The Employer agrees to reimburse employees for the actual cost for the purchase of approved protective footwear, not to exceed the amount of **\$200.00** per calendar year. The Employee must provide an itemized receipt to verify eligibility and compliance.

## **ARTICLE 21 EFFECTS OF OTHER LAWS**

If any part or provision of this Agreement is determined by a court or other tribunal acting within its jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in effect. The Employer shall have the right to modify any term or condition of employment in order to comply with an order of such court or tribunal or to conform to any

other applicable legal requirement, and such modification shall not be deemed a breach of this Agreement.

**ARTICLE 22  
CONTRACT TERM AND TERMINATION**

This Agreement shall become effective **June 1, 2026** and shall remain in effect until **May 31, 2029**.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2026**.

FOR THE EMPLOYER:

HOUSING AUTHORITY OF THE CITY  
OF TACOMA

FOR THE UNION:

SOUTH SOUND BUILDING &  
CONSTRUCTION TRADES COUNCIL,  
AFL-CIO

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**April Black**  
Executive Director

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**Jared Ross**  
Executive Secretary

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**Manning Webb**, Business Agent  
Shipyards/Stationary Units

**SCHEDULE A**  
**MAINTENANCE SPECIALIST WAGE SCALE**  
Effective the First Full Pay Period in June of 2026

**1. Base Wage Step System**

Schedule of base hourly wage rates and steps:

Grade	1	2	3	4	5	6	7	8	9	10	11	12
Annual	\$ 73,284	\$ 74,017	\$ 74,757	\$ 75,505	\$ 76,260	\$ 77,022	\$ 77,792	\$ 78,570	\$ 79,356	\$ 80,150	\$ 80,951	\$ 81,761
Hourly	\$ 35.23	\$ 35.59	\$ 35.94	\$ 36.30	\$ 36.66	\$ 37.03	\$ 37.40	\$ 37.77	\$ 38.15	\$ 38.53	\$ 38.92	\$ 39.31

**2. Step Advancement**

Beginning January 1, 2027, each employee will advance one step every one (1) full year of continuous employment, based on the employee's anniversary date of hire, until they reach Step Seven (7). Each employee placed at Steps Seven (7) through Twelve (12) will advance one step every two (2) full years of continuous employment, based on the employee's anniversary date of hire. Employees placed at Step Twelve (12) are at the top of their pay grade and will not advance.

**3. Across-the-Board Increases During the 2026-2029 Collective Bargaining Agreement Contract Term**

Employer agrees to a one-time, across-the-board increase of one percent (1%) effective the first full pay period of June in 2027.

Employer agrees to a one-time, across-the-board increase of one percent (1%), effective the first full pay period of June in 2028.

Employer agrees to a one-time, lump sum payment of one percent (1%), effective the first full pay period of June in 2027, for existing employees placed at Step Twelve (12) of the pay range.

Employer agrees to a one-time, lump sum payment of one percent (1%), effective the first full pay period of June in 2028, for existing employees placed at Step Twelve (12) of the pay range.

**LETTER OF UNDERSTANDING  
RE RESERVED SUBJECTS**

**In 2023**, the parties agreed to a trial program by which on-call maintenance employees may drive their assigned THA maintenance vehicle home during the employee's on-call time for use during call out situations. The parties **continue to** acknowledge that personal use of the THA maintenance vehicle is prohibited and acknowledge THA's need to use a GPS or other tracking system for liability and accountably reasons. The parties **implemented this program before the end of 2018 and will continue to implement this program during the term of this 2026-2029 Collective Bargaining Agreement.**

## **LETTER OF UNDERSTANDING SUBCONTRACTING FOR GROUNDS MAINTENANCE**

Limited, unskilled lawn maintenance work has been performed by Maintenance Specialists at some Employer managed properties. In contrast, the parties agree that subsection 2.4 of the 2026-2029 Collective Bargaining Agreement, which was initially bargained for and added to the 2023-2026 Collective Bargaining Agreement, was intended to retain the Employer's right to subcontract grounds maintenance and/or landscaping work, at its discretion, that (1) is needed in response to emergencies or unforeseen circumstances requiring short-term and immediate attention; or (2) requires specialized certifications, skills, or equipment.

Thus, the parties agree that the original language of subsection 2.4 to the 2023-2026 Collective Bargaining Agreement obviated the need for any separate written agreement between the parties concerning subcontracting for "grounds maintenance," "landscaping," or "landscape maintenance" work. This includes the memoranda of understanding entered into by the parties on September 24, 2024, and December 19, 2025, respectively, copies of which are attached to this Letter of Understanding.

Consequently, the parties have expressly agreed to terminate the December 2025 Memorandum of Understanding regarding the 2026 grounds maintenance at select properties. It is agreed that the parties' December 2025 Memorandum of Understanding regarding the 2026 Grounds Maintenance at Select Properties is terminated as of the ratification of the successor collective bargaining agreement.

The parties agree that if Employer subcontracts grounds maintenance and/or landscaping work pursuant to subsection 2.4, it may include unskilled lawn maintenance work within the scope of that subcontract as long as doing so does not inadvertently result in a reduction of workforce within the bargaining unit or inhibit in any way the bargaining unit's opportunity to increase its numbers based on the Employer's growth. In the event of a reduction of workforce, Employer agrees to first reassign the unskilled lawn maintenance work previously performed by Maintenance Specialists to bargaining unit employees to the extent it has equipment available.

## 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, **and that such Agreement between the Employer and the Union will remain in full force and effect for the entire duration of the 2026-2029 Collective Bargaining Agreement term.**

**The parties agree that the name of the Union on that Agreement should be amended to South Sound Building & Construction Trades Council, AFL-CIO (SSBCTC).**

**The Employer and the Union agree that while the 2006 Agreement includes a third-party union as a party, that third party union does not have the power to bind the Union to the terms of that Agreement. Instead, the 2006 Agreement merely reflects separate agreements between the Employer and each party union, combined into a single document for convenience. To ensure separate recognition and treatment of the Union from the third party signatory, the Employer commits to creating a separate agreement with the same terms and conditions as the 2006 Agreement to reflect the Union’s commitment as a separate entity from the current signatory third party union, which the Employer will present to the Union for signature on or before the end of the 2026-2029 Collective Bargaining Agreement term.**

**LETTER OF UNDERSTANDING  
RE PUBLIC EMPLOYEES BENEFITS BOARD**

If Employer enrolls in the Public Employees Benefits Board (PEBB) Full Benefits program during the lifetime of this Agreement, Employer will no longer provide long term disability or voluntary life insurance as of January 1 in the following calendar year.

## APPENDIX A

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

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

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

\*\* Note: The actual terms for employee eligibility are defined in the insurance plan Summary Plan Description for Northwest Laborers Employers Health and Security Trust Fund.

‡ Note: Refer to Letter of Understanding Re: Public Employee Benefits Board.



# Resolution 3



## RESOLUTION 2026-07-08 (3)

**Date:** July 8, 2026

**To:** THA Board of Commissioners

**From:** Lauren Kirigin, Senior General Counsel  
Lynette Scott, Human Resources Director

**Re:** Ratify the Collective Bargaining Agreement between the Housing Authority of the City of Tacoma (THA) and the Office and Professional Employees International Union Local 8 (OPEIU)

*This resolution would authorize the Executive Director to sign (1) the newly ratified Collective Bargaining Agreement (CBA) between the Housing Authority of the City of Tacoma (“THA”) and the Office and Professional Employees International Union Local 8 (OPEIU); and (2) the Memorandum of Understanding between THA and OPEIU placing existing employees on the new step pay scale system.*

### BACKGROUND

This resolution pertains to the ratification of the CBA and accompanying MOU between THA and OPEIU. The bargaining unit, consisting of THA’s Accounting Specialists, Community Advocates, Housing Specialists, Inspectors, Office Administrators, Payroll Accountant, Property Specialists, and Senior Accountants voted to ratify these agreements on June 24, 2026. The new three-year contract term will be July 1, 2026 – June 30, 2029.

The updated CBA, a copy of which is attached hereto, includes several significant changes:

1. Improvements and updates were made to contract language such as flexible scheduling, bereavement leave, sick leave, Essential Conversations (which replaced performance reviews), discipline and discharge of other employees, layoffs, and artificial intelligence.

2. A new step pay scale system has been introduced, aiming to attract and retain employees. Effective on the first full pay period in July of 2026, the base wage and 12 - step schedule set forth in Schedule A will be the hourly wage rates and step schedule for all regular full-time, and probationary employees in the bargaining unit. The MOU between THA and OPEIU, a copy of which is attached, will allow for the one-time transition of existing employees onto this system.

OPEIU has confirmed that all questions and concerns from the membership were addressed during the negotiation process. The membership, in turn, voted in favor of the proposed tentative agreements.

## RECOMMENDATION

Approve Resolution 2026-07-08 (3) authorizing the Executive Director to sign the new CBA and accompanying MOU between THA and OPEIU.



## RESOLUTION 2026-07-08 (3)

Ratify the Collective Bargaining Agreement between the Housing Authority of the City of Tacoma (THA) and the Office and Professional Employees International Union Local 8 (OPEIU)

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

**WHEREAS**, on June 24, 2026, the OPEIU membership of THA voted to ratify the newly negotiated CBA; and

**WHEREAS**, the new CBA includes improvements and updates to contract language and a new step pay scale; and

**WHEREAS**, the new contract term will be July 1, 2026 – June 30, 2029; and

**WHEREAS**, an MOU accompanies the CBA to enable the one-time transition of existing employees onto the new step pay scale system; and

**WHEREAS**, OPEIU, after meeting with the membership of THA, has confirmed that all questions and concerns were addressed and that the membership voted in favor of the proposed tentative agreements; 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 Commissioners, having reviewed the new CBA and MOU, hereby ratify and approve the said agreements in their 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 agency.
3. That the Board authorizes the Executive Director to execute and deliver the CBA and accompanying MOU on behalf of the agency, and to take all necessary actions to implement the terms and conditions set forth in these agreements.
4. That this resolution shall take effect immediately upon its adoption.

**Approved: July 8, 2026**

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**Stanley Rumbaugh, Chair**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**TACOMA HOUSING AUTHORITY**

**AND**

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8**

**One-Time 2026 New Wage Schedule Transition**

This Memorandum of Understanding (MOU) confirms the understandings reached by and between the Tacoma Housing Authority (THA or “Employer”) and the Office and Professional Employees International Union Local 8 (OPEIU or “Union”), during their 2026 collective bargaining negotiations concerning the one-time transition of existing bargaining unit employees to the new base wage and step schedule in the 2026-2029 Collective Bargaining Agreement (“2026-2029 CBA”).

The parties agree that regular, full-time, and probationary employees who are employed in a bargaining unit position on the date the 2026-2029 CBA is ratified will be placed at an initial base wage step as follows, calculated from the employee’s time in their current bargaining unit position:

- Regular, full-time, and probationary employees with less than two (2) full years of continuous employment in their current position will be placed at Step One (1).
- Regular and full-time employees with at least two (2) but less than four (4) full years of continuous employment in their current position will be placed at Step Two (2).
- Regular and full-time employees with at least four (4) but less than six (6) full years of continuous employment in their current position will be placed at Step Three (3).
- Regular and full-time employees with at least six (6) but less than eight (8) full years of continuous employment in their current position will be placed at Step Four (4).
- Regular and full-time employees with eight (8) or more full years of continuous employment in their current position will be placed at Step Five (5) or at an initial base wage step, rounded up, that reflects a two percent (2%) increase to the employee’s current base wage rate, whichever is greater.

Placement in the new base wage and step schedule will not cause any employee to receive a reduction in pay.

The parties acknowledge and agree that this MOU captures the parties' entire understanding of the transition of existing bargaining unit employees who are employed on the ratification date of the 2026-2029 CBA to the new base wage and step schedule in the 2026-2029 CBA. This MOU does not amend any provisions of the 2026-2029 CBA.

The terms of this MOU will not serve as precedent for future agreements by and between THA and the Union.

**FOR THE EMPLOYER:  
TACOMA HOUSING AUTHORITY**

\_\_\_\_\_  
April Black, Executive Director  
Date: \_\_\_\_\_

**FOR THE UNION:  
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8**

\_\_\_\_\_  
Valarie Peaphon, OPEIU Director of Field Representation  
Date: \_\_\_\_\_

\_\_\_\_\_  
Rose Powers, OPEIU Union Representative  
Date: \_\_\_\_\_

\_\_\_\_\_  
Stephanie Foe, Bargaining Team Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mike Olson, Bargaining Team Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Hope Center, Bargaining Team Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Kristine Coman, Bargaining Team Member  
Date: \_\_\_\_\_

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION  
LOCAL 8

AND

HOUSING AUTHORITY OF THE CITY OF TACOMA

---

**July 1, 2026 – June 30, 2029**

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 8  
6000 Southcenter Blvd.  
Tukwila, WA 98188  
(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 **1<sup>st</sup> day of July, 2026**, 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” mean 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 the written 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(s) 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 19, 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.

### **SECTION 5.6 Flexible Scheduling**

**Employees may request to adjust their work schedule within the same workweek in order to accommodate personal appointments or obligations, subject to the following conditions:**

- 1. Employees may flex up to two (2) hours per workweek.**
- 2. All flexed time must be made up within the same defined workweek. Flex time may not be carried over into another workweek.**

3. **Requests for flexible scheduling must be submitted in advance and are subject to supervisor approval, which will be based on operational needs. An employee's failure to obtain supervisor approval before taking flex time may result in the employee being required to take leave and/or subject to disciplinary action.**
4. **Employees may adjust their start and end times or take unpaid time off during the workday and make up the time by working additional hours within the same workweek, provided that all makeup time is completed within standard hours of operation (i.e., 7:00am-5:30pm). If an employee takes flex time during their in-office day, makeup time must be completed in office if required by their supervisor.**
5. **Flex time shall not be used to create or incur overtime liability. Hours worked in excess of the employee's regular schedule for purposes of making up flex time shall not be considered overtime, provided the total hours worked do not exceed forty (40) hours in the workweek.**
6. **Employees must accurately record all adjusted hours in accordance with Employer timekeeping procedures.**

## **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**

**Effective the first full pay period in July of 2026, the base wage and step schedule set forth in Schedule A to this agreement will be the base hourly wage rates and 12-step schedule for regular, full-time, and probationary employees in the bargaining unit. No such employee shall be paid a base wage less than Step One (1) or more than Step Twelve (12) of the Schedule A base wages, except that the Employer may pay a base wage rate more than Step Twelve (12) by mutual agreement with the Union.**

**Employees hired after the ratification of this 2026-2029 Collective Bargaining Agreement will begin at Step One (1).**

**Beginning January 1, 2027, employees will advance one step as set forth in Schedule A,**

**effective on the first full pay period following the employee's one year anniversary date of continuous, full-time employment.**

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. **An employee who transfers from one bargaining unit position to another bargaining unit position with the same assigned pay grade shall retain the same rate of pay and will advance based on their initial placement within that pay grade.**

### **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 **and step**. 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 **be placed in the assigned pay range of the new position and on the step that corresponds with the employee's cumulative time of continuous employment** 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  
Labor Day  
Indigenous Peoples' Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

(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 vacation 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.
- (d) 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.
- (e) 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; or (g) A sibling.

- (f) **Sick Leave for Immigration Proceedings. Employees may use accrued sick leave to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or their family member. The Employer may require verification that an employee's use of paid sick leave is for an authorized purpose. If requested, the employee will provide verification within five (5) business days of taking such leave. Additional time may be granted given extenuating circumstances.**
- (g) The State and Federal Family Leave Acts and State and the Washington State Paid Sick Leave Act are part of the Employer's sick leave policy and shall apply to employees covered under this Agreement.
- (h) 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).

- (i) 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, they 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:**

- the employee's spouse,
- registered domestic partner,
- parent,
- stepparent,
- parent-in-law,
- foster parent,
- de facto parent,
- sibling,
- stepchild,
- child,
- foster child,
- child for whom the employee has parenting responsibility,
- grandparents,
- and grandchild.

**Employees shall be granted one (1) day of Bereavement Leave with Pay upon the death of the following relations or household members not listed above:**

- child-in-law,
- parent's sibling,
- sibling's child,
- cousin,
- or the foster parent, sibling, sibling-in-law, stepchild, child, foster child, grandparents or grandchild of the employee's spouse or registered domestic partner.

**Employees shall be granted one (1) day of Compassionate Leave with Pay upon the employee, or employee's spouse or registered domestic partner, experiencing a miscarriage or stillbirth.**

**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 non-bargaining 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](http://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, 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 hire, 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 ESSENTIAL CONVERSATIONS**

**To ensure the success and growth of our employees and our agency, the Employer uses a**

**program called “Essential Conversations” for employee development. This is a topic-based program where employees meet with their supervisors once a quarter to discuss their role, professional development, and to give and receive feedback. These quarterly discussions are not intended to be used as a precursor for compensation adjustments or disciplinary action, nor are they used for discussions regarding the employee’s job performance. The Essential Conversations program shall afford each regular employee an adequate opportunity to participate in the program and to comment on the Employer’s comments regarding the conversation.**

**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, **except upon Employer’s express written agreement.**

(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. **However, the Employer agrees that any 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, must be factually supported by sufficient evidence. The Employer further agrees to provide Provisional bargaining unit employees notice of any preliminary decision under 12.1(e) and to take the employee's statement into consideration in finalizing that decision should the employee choose to submit one.**

## **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. **The Employer will provide a letter to each employee who has been laid off within seven (7) calendar days of this notice, which shall include dates of employment, the employee's job title, and the reason the employee was laid off (i.e., lack of work or lack of funds).**

**The Employer agrees that if an employee is laid off pursuant to this Article 15, the Employer will accurately inform the Washington State Employment Security Department of the conditions of the employee's layoff if asked and a response is provided.**

**The Employer agrees that laid off employees will not be ineligible for rehire.**

### **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.

### **SECTION 15.3 Severance In Lieu of Recall**

**In lieu of being placed on a recall list per Section 15.2, an employee who is laid off pursuant to this Article 15 may choose to terminate their employment by accepting a severance package that includes: (1) for employees who are covered by an employer-sponsored health care plan, three (3) months of COBRA medical premiums covered by the Employer; and (2) two weeks of severance pay per year of service, up to a maximum of twelve (12) weeks. If an employee chooses to accept a severance package under this section, the employee will not be placed on a recall list.**

## **ARTICLE 16 ARTIFICIAL INTELLIGENCE**

**The Employer shall notify the Union before implementing substantive Artificial Intelligence (AI) programming or technology, except where it is an involuntary addition to a program currently utilized. For purposes of this section, "substantive AI programming or technology" means new AI systems that function to replace or alter substantial workflows or job functions traditionally assigned to members of the bargaining unit.**

## ARTICLE 17 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.
- (e) **Employee Personal Identifiers and Photographs. To the extent permitted by law, including the Washington State Records Retention Act and Public Records Act, the Employer will update its records to reflect an employee's personal identifiers such as names, and/or photograph(s), upon employee request. For purposes of this section (e), "records" includes identification (ID) badges, email addresses, email signatures, employee directories, and organizational charts.**

## ARTICLE 18 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, veteran status, marital status, familial status, disability, ancestry, sexual orientation, gender identity, gender expression, political expression, genetic information, status as a breastfeeding mother, victim of sexual assault or domestic violence or other protected characteristic.

In accordance with 24 CFR Part 135, Section 3 and any other applicable law or regulation, the Employer will, to the greatest extent feasible and consistent with this Agreement, give opportunity for training and employment to lower income residents of 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 19 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 19.1 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 19.2 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 19.3 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 19.4 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 19.5 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 19.6 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 19.7 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 20 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 21**  
**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 22**  
**SAFETY**

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

**ARTICLE 23**  
**DESIGNATION OF PRIVATE AND PUBLIC SPACES**

To protect the safety and wellbeing of employees and clients, the Employer will erect signage designating spaces that are off limits to the public and accessible only to residents, authorized guests, and/or employees. Employer agrees that unauthorized and/or unlawful entry into such private spaces is prohibited.

**ARTICLE 24**  
**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 25**  
**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 26**  
**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 27  
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 28  
CONTRACT TERM AND TERMINATION**

This Agreement shall become effective **July 1, 2026** and shall remain in effect until **June 30, 2029**.

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.

**HOUSING AUTHORITY OF THE CITY OF  
TACOMA**

**OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL LOCAL 8**

\_\_\_\_\_  
April Black  
Executive Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
Valarie Peaphon  
OPEIU Director of Field Representation  
Date: \_\_\_\_\_

\_\_\_\_\_  
Rose Powers, OPEIU Union Representative  
Date: \_\_\_\_\_

\_\_\_\_\_  
Stephanie Foe, Bargaining Team Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mike Olson, Bargaining Team Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Hope Center, Bargaining Team Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Kristine Coman, Bargaining Team Member  
Date: \_\_\_\_\_

**SCHEDULE A  
BARGAINING UNIT BASE WAGE SCALE**

Effective the First Full Pay Period In July of 2026

**1. Base Wage Step System**

Position range assignments:

Pay Grade	Position/Job Title
113	Senior Accountant Payroll Accountant
112	
111	
110	Accounting Specialist Community Advocate Housing Navigator Housing Specialist Inspector Office Administrator Property Specialist

Schedule of base hourly wage rates and steps effective July 2026:

ANNUAL												
Grade	1	2	3	4	5	6	7	8	9	10	11	12
110	\$ 73,284	\$ 74,017	\$ 74,757	\$ 75,505	\$ 76,260	\$ 77,022	\$ 77,792	\$ 78,570	\$ 79,356	\$ 80,150	\$ 80,951	\$ 81,761
111	\$ 77,315	\$ 78,088	\$ 78,869	\$ 79,657	\$ 80,454	\$ 81,258	\$ 82,071	\$ 82,892	\$ 83,721	\$ 84,558	\$ 85,403	\$ 86,257
112	\$ 81,567	\$ 82,383	\$ 83,206	\$ 84,038	\$ 84,879	\$ 85,728	\$ 86,585	\$ 87,451	\$ 88,325	\$ 89,209	\$ 90,101	\$ 91,002
113	\$ 86,053	\$ 86,914	\$ 87,783	\$ 88,661	\$ 89,547	\$ 90,443	\$ 91,347	\$ 92,261	\$ 93,183	\$ 94,115	\$ 95,056	\$ 96,007

HOURLY												
Grade	1	2	3	4	5	6	7	8	9	10	11	12
110	\$ 35.23	\$ 35.59	\$ 35.94	\$ 36.30	\$ 36.66	\$ 37.03	\$ 37.40	\$ 37.77	\$ 38.15	\$ 38.53	\$ 38.92	\$ 39.31
111	\$ 37.17	\$ 37.54	\$ 37.92	\$ 38.30	\$ 38.68	\$ 39.07	\$ 39.46	\$ 39.85	\$ 40.25	\$ 40.65	\$ 41.06	\$ 41.47
112	\$ 39.21	\$ 39.61	\$ 40.00	\$ 40.40	\$ 40.81	\$ 41.22	\$ 41.63	\$ 42.04	\$ 42.46	\$ 42.89	\$ 43.32	\$ 43.75
113	\$ 41.37	\$ 41.79	\$ 42.20	\$ 42.63	\$ 43.05	\$ 43.48	\$ 43.92	\$ 44.36	\$ 44.80	\$ 45.25	\$ 45.70	\$ 46.16

Schedule of base hourly wage rates and steps effective July 2027:

ANNUAL												
Grade	1	2	3	4	5	6	7	8	9	10	11	12
110	\$ 74,017	\$ 74,757	\$ 75,505	\$ 76,260	\$ 77,022	\$ 77,792	\$ 78,570	\$ 79,356	\$ 80,150	\$ 80,951	\$ 81,761	\$ 82,578
111	\$ 78,088	\$ 78,869	\$ 79,657	\$ 80,454	\$ 81,258	\$ 82,071	\$ 82,892	\$ 83,721	\$ 84,558	\$ 85,403	\$ 86,257	\$ 87,120
112	\$ 82,383	\$ 83,206	\$ 84,038	\$ 84,879	\$ 85,728	\$ 86,585	\$ 87,451	\$ 88,325	\$ 89,209	\$ 90,101	\$ 91,002	\$ 91,912
113	\$ 86,914	\$ 87,783	\$ 88,661	\$ 89,547	\$ 90,443	\$ 91,347	\$ 92,261	\$ 93,183	\$ 94,115	\$ 95,056	\$ 96,007	\$ 96,967

HOURLY												
Grade	1	2	3	4	5	6	7	8	9	10	11	12
110	\$ 35.59	\$ 35.94	\$ 36.30	\$ 36.66	\$ 37.03	\$ 37.40	\$ 37.77	\$ 38.15	\$ 38.53	\$ 38.92	\$ 39.31	\$ 39.70
111	\$ 37.54	\$ 37.92	\$ 38.30	\$ 38.68	\$ 39.07	\$ 39.46	\$ 39.85	\$ 40.25	\$ 40.65	\$ 41.06	\$ 41.47	\$ 41.88
112	\$ 39.61	\$ 40.00	\$ 40.40	\$ 40.81	\$ 41.22	\$ 41.63	\$ 42.04	\$ 42.46	\$ 42.89	\$ 43.32	\$ 43.75	\$ 44.19
113	\$ 41.79	\$ 42.20	\$ 42.63	\$ 43.05	\$ 43.48	\$ 43.92	\$ 44.36	\$ 44.80	\$ 45.25	\$ 45.70	\$ 46.16	\$ 46.62

Schedule of base hourly wage rates and steps effective July 2028:

ANNUAL												
Grade	1	2	3	4	5	6	7	8	9	10	11	12
110	\$ 74,757	\$ 75,505	\$ 76,260	\$ 77,022	\$ 77,792	\$ 78,570	\$ 79,356	\$ 80,150	\$ 80,951	\$ 81,761	\$ 82,578	\$ 83,404
111	\$ 78,869	\$ 79,657	\$ 80,454	\$ 81,258	\$ 82,071	\$ 82,892	\$ 83,721	\$ 84,558	\$ 85,403	\$ 86,257	\$ 87,120	\$ 87,991
112	\$ 83,206	\$ 84,038	\$ 84,879	\$ 85,728	\$ 86,585	\$ 87,451	\$ 88,325	\$ 89,209	\$ 90,101	\$ 91,002	\$ 91,912	\$ 92,831
113	\$ 87,783	\$ 88,661	\$ 89,547	\$ 90,443	\$ 91,347	\$ 92,261	\$ 93,183	\$ 94,115	\$ 95,056	\$ 96,007	\$ 96,967	\$ 97,936

HOURLY												
Grade	1	2	3	4	5	6	7	8	9	10	11	12
110	\$ 35.94	\$ 36.30	\$ 36.66	\$ 37.03	\$ 37.40	\$ 37.77	\$ 38.15	\$ 38.53	\$ 38.92	\$ 39.31	\$ 39.70	\$ 40.10
111	\$ 37.92	\$ 38.30	\$ 38.68	\$ 39.07	\$ 39.46	\$ 39.85	\$ 40.25	\$ 40.65	\$ 41.06	\$ 41.47	\$ 41.88	\$ 42.30
112	\$ 40.00	\$ 40.40	\$ 40.81	\$ 41.22	\$ 41.63	\$ 42.04	\$ 42.46	\$ 42.89	\$ 43.32	\$ 43.75	\$ 44.19	\$ 44.63
113	\$ 42.20	\$ 42.63	\$ 43.05	\$ 43.48	\$ 43.92	\$ 44.36	\$ 44.80	\$ 45.25	\$ 45.70	\$ 46.16	\$ 46.62	\$ 47.08

**2. Step Advancement**

Step advancement will be calculated based on the number of an employee’s full years of employment in their assigned pay grade. Beginning January 1, 2027, each employee will advance one step on the employee’s anniversary date of hire within their assigned pay grade until they reach Step Seven (7).

Beginning January 1, 2027, each employee at Steps Seven (7) through Eleven (11) will advance one step on the employee’s anniversary date of hire within the employee’s assigned pay grade. Beginning January 1, 2028, there will be a two year wait before an employee advances from Step 7 to Step 8, Step 8 to Step 9, Step 9 to Step 10, Step 10 to Step 11, and Step 11 to Step 12. For example, an employee who moves to Step 7 on their anniversary date of hire within their assigned pay grade in 2027 will receive their next step increase on their anniversary date of hire within their assigned pay grade in 2029. Employees placed at Step Twelve (12) are at the top of their pay grade and will not advance.

**3. Increases During the 2026-2029 Collective Bargaining Agreement Contract Term**

Employer agrees to a one-time, across-the-board increase of one percent (1%) effective the first full pay period of July in 2027.

Employer agrees to a one-time, across-the-board increase of one percent (1%) effective the first full pay period of July in 2028.

**4. Lump Sum in Lieu of Step Increase**

Beginning January 1, 2027, in lieu of a step increase, any employee at Step Twelve (12) will receive a one percent (1%) lump sum payment every other year, effective on the employee's anniversary date of hire within their assigned pay range.

**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**

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



# Resolution 4



## RESOLUTION 2026-07-08 (4)

**Date:** July 8, 2026

**To:** THA Board of Commissioners

**From:** April Black, Executive Director

**Re:** Extension of Property-Based Subsidy Contract: Housing Hilltop

*This resolution would extend the Property-Based Subsidy (PBS) Contract with Housing Hilltop LLLP's property Housing Hilltop for up to an additional five (5) years.*

### BACKGROUND

Tacoma Housing Authority (THA) has subsidized *Housing Hilltop LLLP property Housing Hilltop* with PBS assistance since July 16, 2024. The project currently provides PBS assistance for up to 231 units at this property. The original PBS contract will expire on July 15, 2039. This five (5) year extension would extend the contract until 2044 for a total of 20 years.

### RECOMMENDATION

Approve Resolution 2026-07-08 (4) authorizing THA's Executive Director to Authorize an extension of THA's PBS contract with *Housing Hilltop LLLP*; for up to five (5) years. With this extension THA will provide property-based housing assistance for up to 231 units at *Housing Hilltop*. All other terms of the original contract will remain in effect.



## RESOLUTION 2026-07-08 (4)

Extension of Property-Based Subsidy Contract: Housing Hilltop

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 *Housing Hilltop LLP Property Housing Hilltop* since 2024; and

**WHEREAS**, Housing Hilltop provides housing for low-income families in the community; and

**WHEREAS**, an extension up to five (5) years will allow THA 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 that:***

Tacoma Housing Authority's (THA) Executive Director is authorized to extend THA's PBS contract with *Housing Hilltop LLLP property Housing Hilltop* for up to five (5) years.

**Approved: July 8, 2026**

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**Stanley Rumbaugh, Chair**