

**PORT GAMBLE S'KLALLAM HOUSING AUTHORITY
PARTICIPANT GRIEVANCE POLICY AND PROCEDURES**

Adopted by Resolution No. 13-013 on May 30, 2013

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**PORT GAMBLE S'KLALLAM HOUSING AUTHORITY
PARTICIPANT GRIEVANCE POLICY AND PROCEDURES**

Adopted by Resolution No. 13-013 on May 30, 2013

I. STATEMENT OF PURPOSE. The policy and procedures enacted herein supercede and rescind all previous participant and occupant grievance policies, procedures, and practice statements, and are the official Participant Grievance Policy and Procedures (Policy) of Port Gamble S'Klallam Housing Authority (PGSHA). They are intended to standardize participant and occupant grievance procedures against PGSHA, but do not apply to grievances arising out of PGSHA's termination procedures. An Occupant's sole rights and remedies in termination actions are described in PGSHA's Collection and Termination Policy.

II. DEFINITIONS. The following definitions shall apply throughout this Policy:

A. "Adverse Action" means any of the following actions by PGSHA concerning any Participant:

- 1.** A decision requiring Participant to move to another dwelling unit;
- 2.** A determination of rent, the amount of utility reimbursement, or the amount of other charges, due and/or payable to PGSHA by Participant;
- 3.** A determination of the amount of Participant's rent, accompanied by the failure of PGSHA to reexamine family income for more than one year after the last examination or after receiving information concerning a change in family income or composition;
- 4.** A decision taking other specific, concrete, and affirmative individualized action contrary to Participant's interests; or
- 5.** A determination of the amount of the Participant's required monthly payment, the amount of charges by PGSHA against the reserves and accounts of the Participant, or the settlement amounts upon termination of the Occupancy Document or purchase of the home by the Participant.
- 6.** "Adverse Action" does not include termination of an Occupancy Document, which is addressed in a separate policy.
- 7.** "Adverse Action" also does not include PGSHA's action or non-action concerning general policy

issues or class grievances, including determinations of PGSHA's schedules of allowances for Participant-purchased utilities and including determinations by PGSHA of the administration charge.

B. "Grievance" means a complaint concerning any proposed or actual Adverse Action that affects the rights, duties, welfare, or status of Participant. Except as otherwise provided herein, all disputes arising out of PGSHA's termination of an Occupancy Document shall be dealt with **exclusively** in the manner provided for and according to the procedures described in PGSHA's Collection and Termination Policy. No Participant shall have any right or recourse under this Policy to augment, supplement, or contradict termination of occupancy under the Collection and Termination Policy.

C. "Hearing Panel" means the PGSHA Board of Commissioners (Board).

D. "Occupant" means any authorized Occupant in a HUD-assisted housing project operated by PGSHA.

E. "Participant" means any person who participates in or applies for any program operated by PGSHA, whose rights, duties, welfare, or status are or may be affected adversely by an Adverse Action, and who files a written Grievance with respect to such Adverse Action. Participant includes an Occupant.

III. GRIEVANCE PROCEDURES

A. Participant may file a Grievance with PGSHA and challenge any Adverse Action.

B. Upon the filing of a written Grievance and request for hearing, Participant shall be entitled to a hearing before the Hearing Panel; however, PGSHA is not required to commence or continue a hearing if Participant is delinquent in payment of any amounts owed to PGSHA.

C. Participant's written request for a hearing must specify the reasons for the Grievance and the action or relief sought.

D. The Hearing Panel shall hold hearings, as needed, on the fourth Thursday of each month.

E. PGSHA shall afford Participant an opportunity for a fair hearing with basic elements of due process by assuring that:

1. Participant will have a reasonable opportunity to examine, before the hearing, and copy at his or her expense, all relevant documents, records, or regulations of PGSHA that are directly related to the Adverse Action, provided that any document, record, or regulation not made available after request therefor by Participant may not be

relied upon by PGSHA at the hearing;

2. Participant will have a right to be represented by another person of his or her choice at the hearing;

3. Participant will have a reasonable opportunity to present evidence, arguments, and affirmative legal or equitable defenses in support of his or her Grievance; to dispute evidence relied on by PGSHA; to ask questions of, confront, and cross-examine witnesses; and to have others make statements on his or her behalf; and

4. Participant will receive a written decision on the merits.

F. At the hearing, Participant first must show an entitlement to the relief sought, and, thereafter, PGSHA must justify the action toward which the Grievance is directed.

G. If the Board Chair determines that the issue raised by Participant in his or her Grievance has been previously decided in another proceeding, the Chair may refuse to hold or continue with the hearing.

H. The Chair shall conduct the hearing informally and may receive pertinent oral or documentary evidence without regard to whether that evidence would be admissible under the rules of evidence employed in judicial proceedings.

I. If Participant or PGSHA fails to appear at a scheduled hearing, the Chair may postpone the hearing for a period not to exceed five working days or may make a determination that the non-appearing party has waived the right to a hearing. Both Participant and PGSHA shall be notified of the determination.

J. PGSHA may not require Participant to pay any hearing fees or hearing costs.

K. The Chair shall base his or her decision solely and exclusively on facts presented at the hearing and upon all relevant contracts, applicable laws, and regulations.

L. The Chair shall prepare a written decision together with the reasons therefor within ten working days after the hearing. The Chair shall cause copies of the decision to be sent to Participant and to PGSHA.

M. The decision of the Chair shall be final and binding, provided that a decision, in whole or in part, may be overturned or modified by a majority vote of the PGSHA Board of Commissioners (Board), if the Board shall determine that the decision of the Chair is contrary to law, to HUD regulations, or PGSHA policies.

IV. APPEAL.

Either party may request that the Board review the decision of the Chair by filing a request within ten working days

of receipt of the Chair's decision. The Board shall consider the matter at a meeting within fifteen working days of receipt of a request for review. At its discretion and with appropriate notice, the Board may schedule a hearing and receive arguments from Participant and PGSHA. The Board shall decide the matter based exclusively on its record and the record before the Chair. A decision of the Board upon appeal is final and binding.

V. COMPLIANCE WITH THIS POLICY.

Notwithstanding any other provision contained in this Policy to the contrary, failure to follow strictly the grievance and appeal procedure described in this Policy in a timely manner and as described herein will result in the dismissal of the grievance or appeal, and will bar any further consideration of the issue in any forum.

PORT GAMBLE S'KLALLAM HOUSING AUTHORITY
NOTICE OF RIGHTS

You have submitted a request for hearing to Port Gamble S'Klallam Housing Authority (PGSHA), and a hearing has been scheduled for _____ .m. on _____, 20__, at the offices of PGSHA. You are entitled to a fair hearing providing the basic safeguards of due process.

In particular, the rights you have include:

1. The opportunity to examine before the hearing, and to copy at your own expense, all documents, records, and regulations of PGSHA that are relevant to the hearing.
2. The right to be represented by another person of your choosing.
3. The right to present evidence and arguments in support of your grievance/termination, to dispute evidence relied upon by PGSHA, to confront and cross-examine witnesses upon whose testimony PGSHA relies, and to have others make statements on your behalf.

A copy of the Port Gamble S'Klallam Housing Authority Participant Grievance Policy and Procedures is posted in PGSHA's offices for your review, and you will be provided with your own copy of the Policy if you request it and pay for the copying costs.

You may have rights in addition to those specified, and PGSHA encourages you to seek legal advice in order best to present your grievance and preserve your rights.

Port Gamble S'Klallam Housing Authority

By: _____
[NAME], Executive Director