



**HOUSING AUTHORITY
COUNTY OF MONTEREY
2013 TENTATIVE AGREEMENT**



After bargaining for more than one year, declaring impasse and participating in State Mediation, HACM SEIU 521 members have reached a Tentative Agreement as of October 1, 2013. This agreement provides for wages increases and responsible recovery for all workers. Your bargaining team recommends a YES vote on the Tentative Agreement.

ARTICLE	SUMMARY
Term	September 1, 2013 – August 31, 2016 (3 years)
Non-Discrimination	Clarified language to be as required by law
Labor Management Committee	Clarified language to notify HACM of 2 non-probationary, designated Union employees to participate in Labor Management at least 10 days in advance of meeting
Meet and Confer Representatives	Union will make efforts to include in meetings with management, representatives from multiple departments in order to minimize operational disruption
Stewards Program	Added language to ensure that Stewards shall meet new employees during work hours with pay
Union Access	Clarified language that delete's management "judgment" for denying access to Union staff to facilities
Bulletin Board	<ul style="list-style-type: none"> • Bulletin Boards will now be added in Maintenance Area and Administrative office • Language removed limiting Union's discretion for posting materials • Union is permitted to communicate with employees using HACM email system no more than 4 times per month for Union wide business, individual communication, bargaining updates and within reasonable size for purposes of efficiency to email system
Agency Shop	New employee orientation shall be scheduled between HACM supervisor and Union at mutually agreeable times
Management Rights	Language added to ensure that Management Rights limited to what is in the provisions of the agreement, State and/or Federal Law
Parties	Language deleted from agreement that allows management to impose items that are a result of legislative action and without meet and confer with the Union
Safety	<ul style="list-style-type: none"> • Any changes, adoption or posting of rules or regulations regarding safe working conditions shall be provided to the Union first for an opportunity to meet and confer and prior to its implementation • Clarifies that safety committee shall be of 3 employees from various units as reasonable possible
New Hire Probationary	Defined probationary period as 6 months and shall not exceed 9 months
Wages	<ul style="list-style-type: none"> • Retro to 1/1/13 – 1% COLA (reflected in Pay date 11/1/13) • Retro 9/1/13 – 2% base salary increase (reflected in Pay date 11/1/13)

	<ul style="list-style-type: none"> • Retro 9/1/13 - \$100 increase to base salary in lieu of “Safety Bucks” (reflected in Pay date 11/1/13) • 9/1/14 – 2% base salary increase • 9/1/15 – 2% base salary increase • Steps are no longer frozen and resumed as of December 2012 • Longevity is no longer frozen and shall resume • Re-Opener clause deleted
Hours of Work and Overtime	<ul style="list-style-type: none"> • Department Head and Executive Director will evaluate flexible work schedule. No longer Executive Director’s sole discretion • Alternative work schedules shall be subject to the meet and confer process • (New) Overtime maybe accrued as Compensatory time at the rate of 1 ½ hours for every hour worked, if requested by the employee in writing and approved by the Department Head, in advance. Balance capped at 16 hours and may be taken upon mutual agreement with employee and immediate supervisor. If hours not used within 60 days of accrual, employee shall be cashed out for those hours. If an employee is denied the use of compensatory time, than the employee shall be cashed out the balance of the employee’s compensatory time
Bilingual Skill Pay	Certification in bilingual required prior to receiving pay and shall not be retroactive for new hires
Deferred Compensation	Clarified language that a Deferred Compensation Program shall remain available to the employees in the bargaining unit
Employer Retirement Contribution	<ul style="list-style-type: none"> • Effective 11/1/13 – Employer contribution to each participating employee is reduced to 10.65% (-1.25%) • Effective 9/1/14 – Employer contribution to each participating employee is reduced to 9.4% (-1.25%) • Effective 9/1/15 – Employer contribution to each participating employee is reduced to 7.9% (-1.5%)
Jury Duty and Administrative Procedures	<ul style="list-style-type: none"> • Defined language to ensure employees in jury duty shall be on paid status and paid at normal rate of pay excluding mileage • Employees attending administrative proceedings for HACM shall be paid normal rate of pay for all hours in regular work day and if applicable, overtime for all hours exceeding employee’s regular workday and mileage at the IRS rate unless HACM provides transportation at no cost to employee
Uniforms and Safety Shoes	<ul style="list-style-type: none"> • Uniforms does not include pants and shoes. • Maintenance including cleaning of uniforms should be the employees responsibility • Employees required to wear a uniform shall be provided an allowance of \$100.00 per year. • Employees required to wear safety shoes shall be provided with an allowance of \$250.00 per year.
Health Insurance Coverage and Premiums During Leaves of Absence	<ul style="list-style-type: none"> • If premiums exceed \$950 for Employee only, the employee shall pay 30% of increases and HACM pays 70% • Employee plus spouse, Employee plus children and Employee plus family premium costs shall be divided by HACM paying 70% and Employee paying 30% effective 4/1/14 • Ensure health insurance coverage by HACM maintained for an

	employee for 3 months maximum, as prior to the leave of absence. During leave of absence, Employee is required to pay for dependent coverage, if applicable
Standby Pay	Increased to \$175 per week. If due to injury or illness, more than one maintenance worker required to be on standby during the week, pay will be pro-rated based on the number of days each worker on standby
Y-Rate Procedure	Article Deleted
Holidays	<ul style="list-style-type: none"> • Day before Christmas is an observed Holiday instead of the Day after • New Year's Eve no longer an observed Holiday
Vacations	Language cleaned up to cite years of service and accrual rate hours
Sick Leave	<ul style="list-style-type: none"> • New language added to ensure that Sick leave is used first during leave provided by Federal or State Law and vacation used only when exhausted. • Workers Compensation leave and Sick leave shall be coordinated and deducted proportional to the actual cost to HACM on an hour per hour basis • Family Sick leave language deleted that gives discretion to appointing authority to use Family Sick leave • Pregnancy Disability Leave language added to ensure that an employee disabled by pregnancy is eligible for leave of absence with or without pay up to 4 months instead of 3 months. In addition to PDL, a woman may be entitled up to 12 weeks of leave under CFRA if eligible • Deleted language on Substance Abuse Assistance to ensure that HACM does not try and use this article against any given employee who may or may not have a medical condition
Grievance and Arbitration Procedure	<ul style="list-style-type: none"> • Step 1 of grievance process provides for immediate supervisor to meet with employee, investigate and respond to the employee within 15 workdays • Any grievance settled at Step 1 shall not set a precedent • If grievance not resolved at Step 1, employee may move the grievance to Step 2 within 15 workdays. • Step 2 of grievance process provides for Department Head to investigate and respond within 15 workdays • If grievance not resolved within 30 workdays as stated in above Steps, employee may appeal to Executive Director within 15 workdays of the 30 workday period above. Failure to file an appeal within 45 workdays means the employee has abandoned his/her grievance • Executive Director shall meet with employee within 15 workdays of the appeal and include up to 4 witnesses. E.D. has 15 workdays to respond following the meeting • Employee may appeal E.D.'s decision to arbitration within 15 workdays • Arbitration shall be final and binding upon the Union and HACM
Discipline	<ul style="list-style-type: none"> • 7 steps of just cause added to article to define how discipline is determined and used • Language deleted that waives employees rights and privileges while

	on suspension
Job Classification in the Unit	<p>Added the following classifications:</p> <ul style="list-style-type: none"> • Family Self-Sufficiency Coordinator • Apartment Handyman • Accounting Assistant I • Accounting Assistant II • Custodian-Housekeeper • Property Management Specialist I • Property Management Specialist II • Senior Housing Programs Specialist • Migrant Center Manager <p>Deleted following classifications from unit (no longer in existence)</p> <ul style="list-style-type: none"> • Area Housing Manager • Housing Management Aide • Migrant Center Management Aide • Finance Specialist I, II, III