

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE HOUSING AUTHORITY
COUNTY OF MONTEREY**



AND THE

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 521**

SEPTEMBER 1, 2016 - AUGUST 31, 2018

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ARTICLE 1. PARTIES

This Memorandum of Understanding ("Agreement") is made and entered into between the Housing Authority of the County of Monterey ("HACM") and the Service Employees International Union, CTW, CLC, Local 521 ("Union").

ARTICLE 2. RECOGNITION

The HACM recognizes the Union as the sole and exclusive bargaining agent for all regular employees in classifications listed in Appendix A. Pursuant to Government Code Sections 3500-3511, the Union shall have the right to represent the classifications listed in Appendix A.

ARTICLE 3. TERM

The term of this agreement shall be for a two (2) year period beginning at 12:00 a.m. on September 1, 2016 and ending at 11:59 p.m. on August 31, 2018.

ARTICLE 4. NONDISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination because of race, color, sex, age, national origin, religious affiliation, ancestry, sexual orientation, disability, medical condition or Union membership and any other protected trait as required by law.

Employees may elect to exercise their right to join and participate in the activities of the Union for the purposes of representation in all matters of their working conditions and employer-employee relations. The parties agree that there shall be no restraint, coercion, or interference with any employee with respect to or because of the employee's membership in said Union.

ARTICLE 5. UNION RIGHTS

5.1 Representation

The Union has the right to represent employees in the representation unit as specified by state law. The Union will notify the HACM and maintain such notice during the terms of this Agreement of its elected officers and directors as well as its staff employees.

5.2 Labor Management Meetings

In order to foster cooperative labor relations between the Employer and the Union and to attempt to resolve matters that affect Bargaining Unit Members, there is hereby established a Labor/Management Relations Committee. There shall be one Committee addressing the issues raised by both units.

For purposes of labor management meetings, the Union may select up to two (2) non-probationary status HACM Union employees, in addition to its SEIU staff members, to act as official labor management representatives and will notify the HACM in writing as to those individuals so selected. The Union shall notify the HACM of the two (2) HACM Union employees to attend, at least one (1) week prior to any meetings. Any matter under consideration is subject to the provisions of the MMBA, as amended and must be reviewed and approved respectively by management and the union. Labor management representatives have no authority to modify, change or amend the MOU.

Official Labor Management representatives, as described above, shall represent the Union in jointly scheduled meetings with the HACM to address matters of mutual concern.

In addition, with prior mutual agreement, up to two (2) employees directly affected by the matters under consideration, may participate in these jointly scheduled meetings.

Two hours shall be allotted for a quarterly committee meeting. The Union or HACM shall provide the other with a proposed agenda one (1) week prior to the scheduled meeting. If there are no agenda items provided for discussion, the parties will cancel the meeting.

5.3 Union Meet and Confer Representatives

For purposes of contract negotiation, Union Meet and Confer Representatives who are non-probationary HACM employees may utilize time during normal working hours for meeting and conferring with authorized representatives of the HACM subject to advance scheduling.

For purpose of contract negotiations, the Union may select up to three (3) such meet and confer representatives. The Union will make every effort to draw its representatives from multiple departments in order to minimize operational disruption. In the event a meet and confer representative is not available, an Alternate meet and confer representative shall take the place of the unavailable meet and confer representative. These representatives shall not suffer any loss of compensation or other benefits when formally meeting and conferring during working hours with representatives of the HACM on matters within the scope of representation.

Employee members of the Union's bargaining team, subject to the approval of their department head, will be allowed to absent themselves from duties for one hour prior to scheduled negotiation sessions to meet with their team, without loss of pay, for purposes of preparing for and participating in contract negotiations. Such permission shall not be unreasonably withheld.

5.4 Stewards Program

Union stewards shall mean regular employees of the HACM who are members of and are designated by the Union to assist employees for the purpose of processing grievances. The HACM employee unit may select two (2) such Stewards and two (2) alternate Stewards. The alternate Stewards shall serve when the designated Steward(s) is on leave.

Union agrees to notify the Executive Director or his/her designee in writing of the name and title of the Stewards representing employees at the HACM. Changes to the listing of Stewards will be provided by Union as they occur. Only an employee named on the current list will be recognized by the HACM as the Stewards of Union. The Stewards shall be subject to the following:

- A. The Stewards shall be authorized as reasonable amount of time off without loss of pay to investigate grievances of employees.
- B. The Stewards shall have the right to serve as representatives for employees in grievance matters in accordance with the provisions of Article 21 entitled "Grievance and Arbitration Procedure" of this Agreement.

- C. Before performing grievance work, the Stewards will obtain the permission of his/her supervisor and shall report back to his/her supervisor when the grievance work is completed.
- D. After receiving approval of his/her immediate supervisor, a Steward shall be allowed reasonable time off during work hours, without loss of time or pay, to investigate, prepare and present such grievances. The immediate supervisor will authorize the Steward to leave his/her work whenever the supervisor determines that the Steward's absence will not interfere with the work of the unit. Where immediate approval is not granted, the supervisor shall inform the Stewards of the reasons for the denial and establish an alternate time when the Steward can reasonably be expected to be released from his/her work assignment.
- E. When a Steward desires to contact an employee, the Steward shall first contact the immediate supervisor of that employee, advise of the nature of the business, and obtain release by the supervisor to meet with the employee. When, in the best judgment of the supervisor, the investigation would interfere with the work of the unit, the supervisor will notify the Steward when he/she can reasonably expect to contact the employee.
- F. The Stewards shall receive no overtime for time spent performing a function of a Steward.
- G. The Stewards shall not conduct Union business on HACM time, except as provided in Article 20 entitled "Grievance and Arbitration Procedure."
- H. The Stewards shall be responsible for the full and prompt performance of his/her workload.
- I. HACM will notify the Union of the names of new employees hired in the unit and provide reasonable time and location during work hours with pay for the Stewards to meet with the new employee, subject to the above condition.

5.5 Union Access

Authorized Union staff representative(s) shall have reasonable access to work locations in which employees covered hereby are employed for the purpose of transmitting information or for representation purposes. Authorized Union staff representatives desiring such access shall first request permission from the appropriate Management representative, at which time the authorized representative shall inform said Management representative of the purpose of the visit. Said Management representative may deny access to the work location if the visit will interfere with the operations of the department or facility thereof, in which event said Management representative will offer an alternative time for the visit.

Union shall give the Executive Director or his/her designee, a written list of the names of all authorized Union staff representatives, which list shall be kept current by Union. Access to work locations shall only be granted to the Union staff representatives on the current list.

5.6 Bulletin Board

(a) The HACM shall continue to furnish, for the use of Union, reasonable bulletin board space at reasonable locations, including the maintenance area and the administrative office.

(b) The Union shall be permitted to communicate with bargaining unit employees using the HACM's email system subject to the following:

1. No more than four (4) messages to all HACM Union represented employees per calendar month.
2. Communication with specific employee(s) and/or steward(s) concerning specific working conditions or employment related issues, which shall not be sent to all HACM Union represented employees.
3. Communication with members of the Union's bargaining team.
4. The size of files shall be reasonable and not overload, damage or otherwise impact the efficiency and operations of the HACM's email system.

(c) The Union agrees that notices posted on HACM bulletin board or included in emails shall not contain anything which may reasonably be construed as maligning of the HACM, its representative(s), or any individual in any manner whatsoever. It is agreed and understood that Union related bulletin board items and email communications shall not contain: 1) profanity; 2) threats of violence; 3) racially or ethnically offensive materials or statements; and/or 4) sexually provocative or explicit materials or statements.

5.7 Agency Shop

A. Relationship Affirmation

The Union recognizes its obligation to cooperate with the HACM to assure maximum service of the highest quality and efficiency to the citizens of Monterey County, consonant with its obligations to the workers it represents. The HACM and the Union affirm the principle that harmonious labor-management relations are to be promoted and furthered.

B. Membership

1. HACM will notify the Union of all new hires covered by this Agreement.
2. HACM will provide the Union with an updated list of all Employees covered by this Agreement on a monthly basis.
3. HACM and the Union shall offer each new employee an opportunity, within thirty (30) days of employment, to attend a paid one half (1/2) hour orientation meeting joined to the lunch hour with two (2) Union designated officers who will provide a copy of the current Memorandum of Understanding and other relevant material and information. The Union and the HACM departmental supervisor shall schedule the meeting at a mutually agreeable time.

C. Union Monthly Deductions

During the new hire orientation on their first day of employment, all employees hired into bargaining unit classifications shall execute an authorization for a payroll deduction of one of the following: (1) Union Dues; (2) Service Fee determined by the Union as set forth below; or (3) If the employee qualifies, as set forth below, a Charity Fee equal to the Service Fee.

Within the first 30 days of employment, any new employee hired in a union designated position must designate whether the payroll deduction shall be for Union Dues, Service Fee or Charity Fee. Failure to designate will automatically cause the deduction to be designated as a Service Fee and the employer shall deduct that amount and pay it to the Union.

1. Union Dues Deduction:

The HACM agrees to deduct, as a single deduction, dues for employees in the bargaining unit and such other deductions as approved by the Union Board of Directors and authorized in writing by the individual employees concerned on forms currently accepted by the HACM for such deductions.

For employees in the bargaining unit who have an authorized Union Dues deduction on the effective date of the Agency Shop provisions of this Agreement, or who subsequently authorize Union Dues deduction, the HACM shall automatically continue such dues deduction.

2. Service Fee Deduction:

If an employee does not wish to authorize Union dues deduction, and does not qualify for a Charity Fee, as set forth below, the HACM will automatically designate the employee as a Service Fee payer. The amount, as exclusively calculated and set forth by the Union, will be withheld as a single deduction by HACM and paid to the Union. If an employee fails to designate any deduction, HACM will automatically designate the employee as a Service Fee payer and withhold accordingly.

3. Charity Fee Deduction:

To qualify for the designated Charity Fee deduction, in lieu of paying Union Dues or a Service Fee, an employee must certify to the Union that he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations. Such exempt bargaining unit employee will be required to submit to the Union or a notarized letter certifying that person's membership in such a religion, body or sect, signed by an official of the bona fide religion, body or sect. The Charity Fee amount is equivalent to the Service Fee as set by the Union.

D. Forfeiture of Deductions

If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this article, no such deduction shall be made for that pay period.

E. Financial Documentation

1. The Union agrees to provide HACM a Service Fee Rate schedule, prior to the end of each calendar year, for effective rates for the following year. HACM agrees to implement rates as designated.
2. The Union shall, within ninety (90) days after the end of each fiscal year, make available to the HACM financial documentation, which shall meet the requirements of Government Code Section 3502.5.
3. The HACM agrees to provide the Union the name, department, class, and payroll deduction status of all bargaining unit employees on a monthly basis. This will be provided with the monthly payment to the Union.

F. Petition, Election and Challenge

If a petition is filed with the HACM which requests an election rescinding the Agency Shop and such petition contains signatures collected within a forty-five (45) days period, of at least thirty percent (30%) of the employees in the bargaining unit, an election will be held. Such election may only be held once during the term of this Agreement. The verification of the petition and the election shall be conducted by the State Conciliation Service. Voting shall be by secret ballot, and a majority vote of all employees in the bargaining unit shall be required to rescind the Agency Shop.

A unit employee who is subject to the payment of a representation service fee hereunder has certain legal rights to object to that part of the fee payable by him or her which represents the employee's additional pro rate share of expenditures not incurred for the purpose of performing the duties incident to effective representation in the employer-employee relations.

G. Hold Harmless

The Union agrees to indemnify and defend the HACM and its officers, employees and agents against all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the HACM under this article.

H. Enforcement/Severability

In the event the Agency Shop provision of Article 5 is declared by a court of competent jurisdiction to be illegal or unenforceable, the parties agree to reopen this article of this Agreement for the purpose of implementing Modified Agency shop provisions.

ARTICLE 6. MANAGEMENT RIGHTS

The HACM will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including, but not limited to the following: Determine the standards of services to be offered by the constituent departments; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work, lack of funds, or for other legitimate reasons; issue and enforce rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the HACM operations are to be conducted; determine job classifications of HACM employees; exercise complete control and discretion over its work and fulfill all of its legal responsibilities. All the rights, responsibilities and prerogatives that are inherent in the HACM by virtue of all federal, state, and local laws and regulation provisions cannot be subject to any grievance or arbitration proceeding.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board of Commissioners, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California and

The exercise by the HACM through its Board and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the grievance procedure set forth herein.

It is agreed and understood that the exercise of management rights (above) are limited by the provisions and express terms of this Agreement, State, and/or Federal law.

ARTICLE 7. SAFETY

HACM will provide a safe and healthful workplace free of recognized hazards. HACM agrees to comply with all applicable local, state, and federal health and safety laws and regulations.

The HACM recognizes its obligation to provide a safe place of employment for its employees. To assist in accomplishing this goal, it is agreed that the HACM reserves the right to adopt reasonable rules and regulations which shall become effective when posted. Prior to changing, adopting or posting any rule or regulation, the HACM shall provide notice to the Union. Upon receipt of said notice, the Union shall have the right to meet and confer over any section of the proposed rule or regulation which impacts or changes matter(s) within the mandatory scope of bargaining, prior to the implementation of said rule or regulation.

The Union agrees that it is the duty of all employees to comply with all reasonable rules and regulations and to be alert to all unsafe practices, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisor.

The HACM and the Union agree to maintain a safety committee to address matters of mutual concern regarding the safety of HACM and its employees. The safety officer shall be the advisor to the committee. The committee will have equal representation from the union and from management. The committee will consist of no more than three (3) Union represented employees appointed by the Union and three (3) unrepresented HACM employees appointed by the HACM. The Union and the HACM will make an effort to have their appointees to the committee be as representative of the various departments as reasonably possible. The dates

and times of the meetings of said committee will be mutually agreed upon the members of the Committee.

ARTICLE 8. NEW HIRE PROBATIONARY PERIOD

The probationary period for all new hires shall be a minimum of six (6) months, and shall not exceed nine (9) months in total. If it is determined that a satisfactory performance level cannot be achieved through a reasonable amount of training and coaching during the probationary period, the HACM, at its sole discretion, can extend the probationary period beyond the six (6) month minimum by up to three (3) additional months or release the employee immediately. Probationary employees have no rights to appeal, and terminations are not subject to grievance procedures.

During the probationary period, new employees are not eligible to apply for, or transfer to, a different position within the HACM.

ARTICLE 9. PROMOTIONAL OPTIONS

When an employee is promoted into a higher classification, such employee shall serve a forty-five (45) calendar day observation in the new position at the lowest step of the new position that provides an increase greater than the employee's previous step. During this period, the HACM may recruit for, but will not fill on a permanent basis, the employee's former position until the employee satisfactorily completes the observation period. The HACM will use this period to evaluate the employee's potential for performance of the newly assigned duties and may reassign the employee to his/her former duties after notifying the employee. The employee may, at any time during the observation period, request reassignment to his/her former position. The reassignment will be at the former rate of pay.

ARTICLE 10. WAGES

10.1 Wages – Cost of Living Adjustment

HACM will provide the following:

The first full pay period following ratification and approval by the Board of the MOU, HACM will provide employees with an across the board increase of 1%.

The first full pay period of September 2017, HACM will provide employees with an across the board increase of 1%.

10.2 Salary Range (Steps)

All bargaining unit employees will have established step increases of 5 ½% (five and one half percent) between steps. Each classification has five steps. The steps shall be administered in accordance with HACM Personnel Policy, Salary Program Administration. If an employee is eligible for a step increase and absent extenuating circumstances (such as the employee is on extended leave), HACM will present an employee with an evaluation within 60 days of the employee's anniversary date or adjusted anniversary date, otherwise, HACM agrees to provide the employee with an automatic step increase.

10.3 Longevity Pay

Subject to Article 10.2, an employee will be eligible for a step increase of five percent (5%) after the employee meets performance evaluation standards and has longevity of twelve (12) years of service in the same classification.

If an employee is promoted, who is either receiving longevity pay or will be eligible for longevity pay in less than six (6) months in the current classification, HACM will ensure the employee is placed at the lowest step that provides an increase greater than the employee's previous step, inclusive of longevity pay.

ARTICLE 11. HOURS OF WORK AND OVERTIME

11.1 Workweek

The workweek is defined as Friday at 12:00 p.m. to the following Friday at 11:59 a.m.

11.2 Overtime

If, in the judgment of an appointing authority, extra hours are required to be worked by an employee for the accomplishment of HACM business, the appointment authority may authorize and require the performance of said extra hours. No overtime shall be performed without express approval of the appointment authority.

Overtime shall be defined as time actually worked in excess of eight (8) hours in a day and forty (40) hours in a workweek when no alternative work schedule is in effect. For the purpose of this section paid holiday and vacation hours shall be considered as hours worked for the purpose of determining overtime. Employees shall be compensated for overtime authorized by their appointing authority in cash at the rate of one and one-half (1.5) times the employee's base rate of pay. The exception to this provision is if an employee is working a flexible schedule or an alternative work schedule as determined by California law.

11.3 Flexible Work Schedule

An employee who demonstrates a need for a different schedule may request a flexible work schedule in writing which will be evaluated on a case-by-case basis for the Department Head and Executive Director or his/her designee. The Executive Director's decision shall not be subject to Article 20 Grievance and Arbitration procedures.

11.4 Alternative Work Schedule

Subject to the meet and confer process, alternative work schedules such as 9/80 pay period or the 4/10 workweek may be considered during the life of this Agreement. The alternative work schedules will be by work group and administered in accordance with Federal law.

Pilot 9/80 Schedule

During the term of this agreement, the parties agree to continue the 9/80 pilot program. Either party may cancel the schedule and revert to a 5/40 schedule subject to the meet and confer. Written communication to cancel must be between the Executive Director of HACM or his/her designee and an authorized SEIU representative.

For the time that the 9/80 schedule is in effect, overtime shall be defined as time actually worked in excess of 40 hours in a workweek or nine (9) hours in a workday. For the

purpose of this section paid holiday and vacation shall be considered as hours worked for the purpose of determining overtime. Employees shall be compensated for overtime authorized by their appointing authority in cash at the rate of one and one-half (1.5) times the employee's base rate of pay including but not limited to applicable differentials or special pay practices.

In the event that the schedule reverts to a 5/40 schedule, the parties revert to the current language in the MOU regarding Overtime in section 11.2.

For the duration of the 9/80 schedule, HACM's normal business hours are as follows:

Week 1

Monday – Thursday 7:30 a.m. to 5:30 p.m.

Friday – 8:00 a.m. to 5:00 p.m.

Week 2

Monday – Thursday 7:30 a.m. to 5:30 p.m.

Friday – Office closed

Within HACM's normal business hours as referenced above, employees are expected to work the schedule assigned to their work unit or department. A full-time schedule will total 80 hours in a 2-week pay period. Employees will normally not have flexibility to change their assigned work schedule unless they have received approval from the Executive Director as outlined below. Employees are not permitted to work outside of normal business hours as described above unless directed to do so by their Department Head, or unless they are assigned to work in a call-back capacity.

For the time that the 9/80 schedule is in effect, employees will be assigned a work schedule based on department and/or work unit. These schedules are as follows:

Schedule A

- **Week 1:** Monday – Thursday - 7:30 a.m. to 5:00 p.m., half hour lunch
Friday: 8:00 a.m. to 5:00 p.m., one-hour lunch
- **Week 2:** Monday – Thursday - 7:30 a.m. to 5:00 p.m., half hour lunch
Friday: Office closed

Schedule B

- **Week 1:** Monday – Thursday - 8:00 a.m. to 5:30 p.m., half hour lunch
Friday: 8:00 a.m. to 5:00 p.m., one-hour lunch
- **Week 2:** Monday – Thursday - 8:00 a.m. to 5:30 p.m., half hour lunch
Friday: Office closed

Schedule C

- **Week 1:** Monday – Thursday – 7:30 a.m. to 5:30 p.m., one-hour lunch
Friday: 8:00 a.m. to 5:00 p.m., one-hour lunch
- **Week 2:** Monday – Thursday – 7:30 a.m. to 5:30 p.m., one-hour lunch
Friday: Office closed

Schedules by Division

Maintenance:	Schedule A
Housing Programs:	Schedule A, B or C
Warehouse:	Schedule A
Accounting:	Schedule A, B or C
Property Management:	Schedule A, B or C

Although some departments are able to offer some flexibility in terms of start and end times as indicated above, once an employee is assigned to a schedule, that schedule is expected to be adhered to. There is no flexibility to change one's shift on a day-to-day or week-to-week basis, unless approved by the Executive Director and/or his/her designee in accordance with applicable law.

An employee who works in Housing Programs, Accounting or Property Management divisions may submit a written request to change to one of the schedules indicated above (A, B or C) for personal reasons. Schedule changes may be granted to an employee no more frequently than every six months except under extenuating circumstances. Each request will be evaluated on a case-by-case basis by the Department Head and the Executive Director or his/her designee, and will be based on department workload and coverage requirements. The Executive Director's decision shall not be subject to Article 20 Grievance and Arbitration procedures.

Holidays

For the time that the 9/80 schedule is in effect, holidays that fall on a Saturday, or on a Friday when the office is scheduled to be closed, will be observed the previous work day. Holidays that fall on a Sunday will be observed the following Monday.

1. Holidays will be paid at the rate of 8 or 9 hours determined by the number of work hours normally scheduled on the day the holiday falls.

Vacation and Sick Pay

For the time that the 9/80 schedule is in effect, vacation and sick days will be charged to an employee's available accrued amounts according to the number of hours normally worked on the day the vacation or sick leave is taken – either 9 hours or 8 hours. Vacation and sick time taken in amounts less than a full day will be paid according to the number of hours taken.

Jury Duty

For the time that the 9/80 schedule is in effect, Jury Duty will be paid according to the number of hours taken.

11.5 Compensatory Time

Overtime may be accrued as a compensatory time at a rate of one and one-half (1.5) hours for every hour worked, if requested by an employee in writing and if approved by the Department Head in advance. Each employee may maintain a balance of up to sixteen (16) hours of compensatory time. The use of compensatory time shall be subject to the mutual agreement of an employee and his/her immediate supervisor. If accrued compensatory time is not used within sixty (60) days from the date it is accrued, such compensatory time shall be cashed out to the employee. In the event an

employee's request to use compensatory time is denied, the employee shall be cashed out the balance of the employee's compensatory time.

11.6 Pyramiding

There shall be no pyramiding of premium pay.

ARTICLE 12. SPECIAL PAY PRACTICES

12.1 Bilingual/Biliterate Skill Pay

When a Department Head, with the approval of the Executive Director, designates a position which requires bilingual/biliterate skills on the average of at least twenty percent (20%) of the time, any employee in such a designated position who has first demonstrated proficiency in two language skills acceptable to the department and the Executive Director shall be paid bilingual/biliterate pay. Department Heads have discretion to conduct an annual review of positions to determine if bilingual/biliterate skills are necessary, and may adjust and remove pay as appropriate and the decision is not subject to the grievance procedure.

The HACM shall pay a differential for the use of multi-lingual skills based on the following criteria:

A. A differential will be paid for skills required for any oral communication and comprehension in a second language.

(1) **Basic Skills** – Basic skills are defined as those skills primarily required for oral communication and comprehension such as those used in conversation with clients and citizens. Persons holding such positions will receive thirty dollars (\$30.00) per pay period.

(2) **Advanced Multi-Lingual Skills** – Advanced skills are defined as those skills required for written communication and comprehension in a second language, in addition to skills in oral communication and comprehension. HACM will increase the skill pay for persons holding such positions from forty-five dollars (\$45.00) per pay period to seventy-five dollars (\$75.00) per pay period. Employees who have never been tested must be certified and employees who were tested before September 1, 2006 must be recertified. If an employee who is currently receiving advanced multi-lingual skill pay does not pass recertification, the employee will continue to receive the basic skills pay.

New hires in designated positions shall be required to be certified in his/her language skills, prior to receiving bilingual pay. Bilingual shall not be paid retroactively.

12.2 Deferred Compensation

Subject to the rules and regulations of the plan, a Deferred Compensation Program shall remain available to all employees in the bargaining unit.

12.3 Jury Duty and Administrative Proceedings

A. An employee required to attend Jury Duty shall remain in paid status and the employee shall be paid at the employee's normal rate of pay for all hours in the

employee's regular workday, less any fees, excluding mileage, paid by the Court for jury service.

- B. An employee required to attend an administrative proceeding on behalf of the HACM shall be paid: 1) at the employee's normal rate of pay for all hours in the employee's regular work day; 2) if applicable, overtime for all hours exceeding the employee's regular workday; and 3) reimbursed for all mileage at the IRS mileage rate for miles driving to and returning from a site other than HACM headquarters, unless the HACM provides transportation at no cost to the employee.

12.4 Personal Property Reimbursement

Whenever an employee engaged in assigned official duties on behalf of the HACM sustains a loss of personal property, through no fault of the employee, that employee shall be eligible for reimbursement for such personal property.

A request for reimbursement must be submitted by claim to the HACM no later than fifteen (15) workdays from the date of loss. Management shall review the claim and when circumstances warrant, reimbursement shall be made.

- A. Claims based on cash losses or losses due to lost or stolen credit cards shall not be considered.
- B. Claims based upon damage to automobiles are subject to the following provisions. All four (4) conditions must be met before consideration will be given:
 - 1. An employee, who drives his/her car incident to employment, shall have named the HACM as an additional insured on his/her automobile insurance policy as of the date the employee sustained the loss of her/her automobile.
 - 2. Evidence of the required insurance coverage must be presented.
 - 3. Invoice for work completed must be submitted. Reimbursement is limited to Two Hundred Dollars (\$200.00)
 - 4. The damage must have occurred while the employee was actually using the automobile on authorized HACM business, away from the employee's work place.
- C. No reimbursement shall be granted for losses covered by some other source, insurance policy or agency.
- D. A maximum limit of Two Hundred Dollars (\$200.00) per incident shall apply to all claims for reimbursement.
- E. No claims for reimbursement for items having a present value of less than Ten Dollars (\$10.00) shall be considered.

12.5 Uniforms and Safety Shoes

A. Uniforms

The HACM will provide all Maintenance I, II and III, Custodian, Handyperson and Purchasing Clerk classifications with the uniforms required to be worn by employees within departments, not including pants and shoes. Employees will not incur a cost for the initial uniforms; however, any damage to uniforms above and beyond normal wear and tear which requires replacement will be at the expense of the employee. Upon separation from employment, employees will be required to return all uniforms assigned to them. A charge will be incurred by the employee, as established by the uniform vendor, for any unreturned or damaged uniforms. Maintenance, including cleaning, of the required uniforms shall be the employees' responsibility.

The HACM will issue each eligible employee with six uniformed shirts, one summer jacket, and one winter jacket. All uniformed shirts and jackets must have the employee name and the HACM logo firmly attached to it in the appropriate location. Employees must come to work every day in complete clean, unspotted uniform with no holes and no paint spatters. Employees will have access to jump suits that they can use to protect their clothing from paint and other spatters.

Supervisors have the discretion to determine if an employee who arrives in a soiled or incomplete uniform should clock out of work and change into the appropriate required uniform before returning to work. A uniform shirt or jacket that has been damaged in the course of work may be turned in for a replacement.

Employees who are required by HACM to wear uniforms, shall be provided with an allowance of \$125 per year for the purchase of work pants which comply with the specifications provided by HACM.

B. Safety Shoes

Employees in the Maintenance and Force Account departments are required to wear HACM-approved safety shoes at all times during working hours. Employees may purchase through the HACM-approved vendor, or purchase at their own expense and seek reimbursement.

Employees who are required by HACM to wear safety shoes, shall be provided with an allowance of up to \$250 per year for the purchase of safety shoes which comply with the specifications provided by HACM. Employees are expected to use this allowance for the purpose of purchasing safety shoes for work purposes at HACM and not for the purchase of shoes for use during non-working hours.

Nothing herein shall be construed to prevent HACM from enforcing or adopting reasonable standards of dress in the interest of safety and service to the public.

12.6 Call Back

Call Back is defined as work that is required to be performed by an employee following the completion of their normal workday or workweek after the departure from their work site. Call Back hours are considered time actually worked and shall be compensated at the employee's regular hourly rate, as well as any applicable overtime.

Employees who are called back to work during a week in which they are assigned and receiving standby pay will be paid for a minimum of one (1) hour.

Employees who are called back to work and not assigned to or receiving standby pay will be paid for a minimum of two (2) hours.

If an employee is called back after they have completed the previous Call Back, and it is still within the Call Back minimum hours, they will not be paid another minimum.

12.7 Health Insurance Coverage & Premiums During Leave of Absence

When an employee is on an approved leave of absence, the HACM will continue to provide and maintain the employees same level of health insurance benefits that were in effect immediately prior to the leave of absence. The coverage will be maintained for a maximum period of twelve weeks. If an employee remains on an approved leave beyond the twelve-week period, the employee will be removed from the health insurance plan and will be offered continuation of benefits through COBRA at the employee's direct expense. Upon returning to active status, the employee's health insurance benefits will resume on the first calendar day of the month following their return. The employee is required to pay the HACM for the cost of dependent coverage during the leave of absence. Payments must be made in accordance with the following paragraph.

The employee will be responsible for any employee or dependent premiums that are incurred during the leave of absence. Payments will be made to HACM on a monthly basis, and must be received no later than the 7th of each month during the leave. If payment is not made by the 7th, the employee and/or their dependents is/are subject to cancellation of health insurance and will be offered continuation of coverage through COBRA.

12.8 Standby Pay

Standby pay of \$215 per week will be paid to a maintenance worker who is assigned for standby for a week period at a time. If, because of illness or emergency, more than one maintenance worker is required to be on standby during the week, the standby pay will be prorated based on the number of days that the worker was on standby.

ARTICLE 13. EMPLOYEE BENEFITS

13.1 Health Insurance

Employee Only

For health premium costs which exceed \$975, the employee shall pay 30% of increases and the employer shall pay 70% of increases.

Employee plus spouse, employee plus children, and employee plus family

Effective April 1, 2014, health premium costs shall be divided 70/30, with 70% to be paid by the employer and 30% to be paid by the employee.

Any premium amount above and beyond the HACM contribution will be the responsibility of the employee by way of payroll deductions. Appendix B will be updated in March of each calendar year to reflect changes in the plan design.

A. Annual Plan Modification

The parties shall meet and discuss changes in plan design starting in November of each calendar year, to include copayments and deductibles, concluding such discussions in time for open enrollment. Parties acknowledge that HACM will not have information on plans or rates until received by the provider, which is usually in the spring. HACM will notify the Union within three (3) working days of receiving the final rates. If meetings and discussions do not result in agreement, HACM has the right to make the final determination on changes in plan design in time for open enrollment.

B. Program Administration & Modifications

The HACM continues to have the right and the obligation to administer the various insurance programs. These rights and obligations include, but are not limited to, the right to select the carriers and insurance claims administrator, including the right to utilize a fully-insured program., after prior meet and discuss with the Union. In the event a change in insurance carriers is made, an open enrollment will be authorized.

13.2 Life Insurance

The HACM agrees to provide a \$10,000 Life and Accidental Death & Dismemberment Insurance policy for employees as part of the Health Insurance plan. An additional Life and Accidental Death & Dismemberment Insurance policy is available to those employees who participate in the HACM Retirement Plan after one year of employment. That policy is equivalent to 1.5 times the employee's base salary up to a maximum of \$100,000 (refer to the Plan booklet for specific provisions).

13.3 Flexible spending Account (FSA)

The HACM agrees to provide employees the ability to voluntarily participate in a Flexible Spending Account program for both medical and dependent care expenses on a pre-tax basis. HACM will inform employees of the open enrollment period for the plan each calendar year.

ARTICLE 14. HOLIDAYS

The following listed days shall be observed as legal holidays.

January 1	New Year's Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	President's Day
March 31	Cesar Chavez Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veterans Day

Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day after Thanksgiving Day
December 24	Day Before Christmas
December 25	Christmas Day

If any of the above-listed holidays falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If one of the above-listed holidays falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed.

Regular or seasonal employees who work on a holiday shall, in addition to their regular rate of pay, be entitled to the benefits detailed in Article 11 Hours of Work and Overtime.

ARTICLE 15. VACATION

For an employee appointed to a regular position, the following paid vacation schedule shall apply:

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Maximum Accrual</u>
0-2 years of service	3.6923 hours per pay period (12 days per year)	260 hours
After 2 years of service	4.6154 hours per pay period (15 days per year)	260 hours
After 10 years of service	6.1538 hours per pay period (20 days per year)	320 hours
After 20 years of service	7.6923 hours per pay period (25 days per year)	400 hours

Vacation shall continue to be administered in accordance with the procedures set forth in the personnel Policy in effect, with the revision that vacation will accrue based on 26 pay periods per year. Vacation may not be taken during the first six (6) months of employment.

Employees are responsible for monitoring their vacation balances by way of information provided on their biweekly pay stubs.

ARTICLE 16. SICK LEAVE

HACM shall administer sick leave in accordance with Federal and California state law except where the MOU provides additional benefits to employees. To the extent that federal or state law changes to provide additional sick leave benefits to employees beyond what is provided in this article, those benefits shall be provided to the employees.

16.1 Accrual Rate

All unit employees hired prior to February 18, 1984, shall accrue sick leave at the rate of approximately twelve (12) days per year. Employees hired after February 18, 1984, shall continue to earn sick leave at the rate of approximately ten (10) days per year.

Sick leave is a benefit intended for use in case of actual illness or reason provided in this Article.

16.2 Sick Leave Administration

An employee shall have the right to be placed on sick leave when an employee is injured or ill. For the duration of an employee's injury or illness and/or for leave provided in accordance with Federal or State law, an employee's sick leave shall be used in preference to vacation time. An employee's vacation time must be used for an employee's injury or illness and/or for leave provided in accordance with Federal or

State law only upon exhaustion of an employee's sick leave. Once sick leave has been exhausted and employee must use vacation accruals prior to taking any unpaid time off. Sick leave shall be administered in accordance with the Housing Authority's Personnel Policy.

An employee's use of sick leave or any other applicable leave shall be coordinated with worker's compensation (if applicable) or any other benefit so that an employee does not experience a reduction in pay. When an employee's leave is coordinated in this manner, an employee's leave shall be deducted proportional to the actual cost to the HACM for leave coordination on an hour per hour basis.

All available accruals may be used for the diagnosis, care or treatment of an existing health condition or preventative care for the employee who is ill, injured, or receiving medical care, treatment or diagnosis.

Use of not more than three accrued sick days per year may be used for an employee who is a victim of domestic violence, sexual assault, or stalking for purposes allowed by state law.

Sick leave may be used in one-hour increments

16.3 Transfer of Sick Leave

In the event an employee is prevented from working because of his/her major illness for a minimum of 7 consecutive work days, and has exhausted his/her sick and vacation leave, other HACM employees may be allowed to voluntarily donate up to ten (10) working days, per donating employee, of sick leave hours to the affected employee in one calendar year so long as the donating employee retains a balance of eighty (80) or more combined leave hours remaining after the donation. If an employee wishes to retain some accrued vacation leave, the employee may request donated vacation leave in place of donated sick leave. Employees donating vacation leave may donate up to ten (10) days of vacation leave for this purpose. Any inter-employee sick leave transfer must be approved by the Executive Director. In extreme circumstances, the Executive Director may waive the 7 consecutive work day eligibility requirement. The Executive Director's decision shall not be subject to Article 20 Grievance and Arbitration Procedures. Donations of sick leave, once approved, are irrevocable. Any sick leave returned to an employee after coordination with disability will be provided to the employee who received the disability regardless if the sick leave was from a transfer pursuant to this article.

16.4 Retirement Payoff

Upon retirement or death, an employee shall be paid for thirty percent (30%) of his/her accumulated sick leave up to a maximum of one thousand five hundred (1,500) hours.

16.5 Family Sick Leave (Kin Care)

Regular employees may be granted use of accumulated sick leave by their appointing authority to attend to illness of a parent (biological, adoptive, or foster parent, stepparent, or legal guardian of an employee, a person who stood loco parentis), brother, sister, spouse, domestic partner, or child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), and

grandparent or grandchild. This definition of a child is applicable regardless of age or dependency status).

In exceptional cases, leave may be granted by the HACM to attend to the illness of a father-in-law, mother-in-law, and any step-relation of said family member, when it can be demonstrated that a bona fide illness exists that warrants his/her personal attendance during his/her normal scheduled work hours.

The HACM may require medical certification or other sustaining evidence of illness for any period of time for which sick leave is sought.

Regular employees may be granted use of accumulated sick leave by their appointing authority because of death of a father, mother, brother, sister, spouse, domestic partner, child, grandparent, grandchild, father-in-law, mother-in-law, and any step-relation of said family member. Such absence by the employee shall be limited to five (5) working days per occurrence of paid leave when used for such purpose.

16.6 FMLA and CFRA

Any leave of absence that qualifies under the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) shall be administered in accordance with Federal law, California law and the HACM Personnel Policies. In order to qualify for such leave, employees must be employed for a minimum of twelve (12) months, and must have worked a minimum of 1,250 hours during the previous twelve (12) month period prior to the leave.

16.7 Pregnancy Disability Leave

Pregnancy Disability Leave shall be administered in accordance with California state law and HACM Personnel Policies.

A woman may take pregnancy disability leave (PDL) at any time that she is disabled by pregnancy, childbirth or related medical conditions as determined by her health care provider. Leave may be taken intermittently (no less than ½ hour increments) or on a reduced work schedule. If disabled by pregnancy, an employee shall be eligible for leave of absence with or without pay for a period of up to four (4) months. An employee who is granted PDL must use accrued sick leave benefits during the period of her leave. Under PDL, it is the employee's option to use any accumulated vacation leave provided all sick leave benefits have been exhausted. Any portion of the leave that occurs after benefits have been exhausted shall be without pay. Any employee on pregnancy disability leave as of June 30, 2004 is entitled to up to six (6) months unpaid leave.

In addition to PDL, a woman may be entitled to up to 12 weeks of leave under CFRA once the employee's child is born and the employee is otherwise eligible for CFRA leave.

ARTICLE 17. ON THE JOB TRAINING

Each department will maintain a training program. All training will be provided by qualified or certified individuals/organizations or qualified in-house employees.

ARTICLE 18. WORKING OUT OF CLASSIFICATION

When an employee covered by the provisions of this Agreement is assigned to and performs the duties of a position in a higher classification whose salary range is higher than the range of the employee's regular classification, that employee shall be compensated at the step in the

higher classification that provides an increase to the assigned employee of at least five percent (5%). The assignment must be a duration greater than five (5) consecutive working days, and may not exceed six (6) months. Such additional compensation shall begin on the sixth (6th) working day after the assignment to the duties of the higher vacant position.

This provision shall not apply when the higher vacant position is temporarily vacant due to the vacation of the incumbent unless the employee is assigned in writing the majority of duties of the higher vacant position for the entirety of a vacation lasting more than five consecutive working days.

ARTICLE 19. RETIREMENT PLAN

The HACM will continue to maintain the money purchase plan currently in place with the Massachusetts Mutual Life Insurance. The HACM reserves the right to change investment companies, but only after prior meet and confer with the Union.

- A. **Eligibility**
Effective the first of the month following six months of employment, regular employees are eligible to participate in the Retirement Plan.

- B. **Retirement Age**
Employees are eligible to retire at age fifty-nine and one-half (59 ½).

- C. **Sources of Contribution**
 - 1. **Employee**
To participate in the Plan, the employee must elect to contribute a minimum of 1.1% of compensation to the Plan. The employee may contribute up to a maximum of 13%.

 - 2. **Employer**
For employees hired before September 1, 2016, HACM will maintain a contribution of 7.9% of compensation for each participating employee, of which approximately 1% is used for the purchase of life insurance as outlined in Article 13.2. For employees hired on or after September 1, 2016 HACM will maintain a contribution of 4% of compensation for each participating employee, of which approximately 1% is used for the purchase of life insurance as outlined in Article 13.2.

ARTICLE 20. GRIEVANCE AND ARBITRATION PROCEDURE

- A. **Definition of Grievance**
"Grievance" as used in this Agreement is limited to a complaint or request of an employee(s) or the Union on behalf of the employee(s), which involves the interpretation or application of, or compliance with, the provisions of this Agreement.

B. Limited Grievance Procedure Application

An employee shall be entitled to file a grievance which alleges that the HACM has failed to provide a specific condition of employment which is established by the Personnel Policy provided that the enjoyment of such right is not made subject to the discretion of the Department Head or the HACM and provided further that the condition of employment which is the subject matter of the grievance is a matter within the scope of representation as defined in California Government Code Section 3504. Such limited grievances may not be appealed to arbitration.

C. No Discrimination

Grievances regarding disciplinary action shall follow the procedures set forth in Article 22.15 – “Right to Grieve Disciplinary Action.”

D. Disciplinary Action

Grievances regarding disciplinary action shall follow the procedures set forth in the Section/Article of this Agreement titled – “Right to Grieve Disciplinary Action.”

E. Grievance Process

The grievance process consists of four (4) defined steps with specific responsibilities and timelines for each step. Timelines may be extended by mutual agreement of the parties. Absent such agreement, grievances may be advanced to the next step if timelines are not met. Grievances, which arise under the specific provisions of this Agreement, are to be processed as follows:

Step 1 – Immediate Supervisor Review

Employee Responsibility: The employee or the designated representative of the employee has the responsibility to present the grievance to his/her immediate supervisor within fifteen (15) workdays of the action causing the grievance or of the date of the action reasonably could have been expected to be known to the grievant.

Supervisor Responsibility: The immediate supervisor shall have fifteen (15) workdays to meet with the employee, investigate the alleged grievance and respond to the employee.

If the grievance is not resolved at the immediate supervisor level, the employee may, within fifteen (15) workdays, appeal the alleged grievance to Step 2 – Department Head Review.

If the grievance is not appealed to the Department Head within the above thirty (30) workday period, it shall constitute an abandonment of the grievance.

The Union may present an alleged grievance on behalf of an employee or employees directly to Step 2 if the issue involves more than one (1) immediate supervisor.

Grievances settled at Step 1 shall not be precedent setting.

Step 2 – Department Head Review

Employee Responsibility: The employee or the designated representative of the employee has the responsibility to present the grievance in writing to their Department Head with a copy to the Executive Director or his/her designee, within fifteen (15) workdays from the date of the immediate supervisor's response. Or, if filed at Step 2, fifteen (15) workdays of the action causing the grievance or of the date the action reasonably could have been expected to be

known to the grievant.

The written grievance shall contain:

- a. All details as to the nature of the grievance;
- b. The provision of the Agreement from which the alleged grievance occurred;
- c. If applicable, the date the alleged grievance was presented to the immediate supervisor in Step 1;
- d. If applicable, the date of and response of the immediate supervisor; and
- e. The action(s) the grievant believes will resolve the grievance.

Department Head Responsibility: the Department Head shall have fifteen (15) workdays to investigate the alleged grievance and respond in writing to the employee or Union Representative following the appeal. A copy of the response will also be furnished to the Executive Director.

If the grievance is not resolved within the above thirty (30) workday period at the Department Head level, the employee may appeal the alleged grievance to Step 3 – Executive Director or his/her Designee within fifteen (15) workdays following the thirty (30) workday period mentioned in this paragraph.

If the grievance is not appealed to the Executive Director's Office within the above forty-five (45) workday period it shall constitute an abandonment of the grievance.

Step 3 – Executive Director or his/her Designee

Employee Responsibility: The employee or the designated representative of the employee has the responsibility to present the grievance in writing to the Executive Director within the forty-five (45) workday period mentioned in Step 2 of this procedure.

Executive Director's Responsibility: The Executive Director or his/her designee will meet with the employee and/or Union Representative, and up to five (5) Union selected witnesses within fifteen (15) workdays following the appeal. The Executive Director or his/her designee shall have fifteen (15) workdays to respond in writing to the employee and/or Union Representative following the meeting.

If the grievance is not appealed to Arbitration within a fifteen (15) workday period following the Executive Director's written response, it shall constitute an abandonment of the grievance.

Step 4 – Arbitration

In the event the grievance is not satisfactorily resolved with the Executive Director or his/her designee within thirty (30) workdays following the appeal to Step 3, the Union may request arbitration of the alleged grievance on behalf of the employee. Such a request shall be in writing to the Executive Director within fifteen (15) workdays following the Executive Director's or his/her designee decision.

In such event, the HACM and the Union shall, within twenty (20) workdays after request for arbitration has been filed, appoint an arbitrator who shall hear the alleged grievance.

In the event the parties fail to agree upon a mutually acceptable arbitrator within the twenty (20) workday period, the State Mediation and Conciliation Service, or other

agreed upon agency, will be asked to provide a list of arbitrators shall be made within twenty-five (25) workdays following the request for arbitration.

The arbitrator shall not have jurisdiction or authority to add to or detract from, or alter in any way, the provisions of the written Agreement or to render any decision which shall be contrary to law or contrary to rules, regulations and orders of the governmental bodies, or agencies having jurisdiction over the HACM, or contrary to Board's established practices, policies, or procedures.

The arbitrator shall decide the matter within thirty (30) workdays after his/her selection, or as extended by mutual consent.

The decision of the arbitrator shall be in writing and shall be final and binding on the Union and the HACM.

The fees and expenses of the arbitrator shall be shared equally by the parties, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual involved.

F. Remanding Grievance to a Prior Grievance Step

Grievances may, by mutual agreement in writing, be referred back for further consideration or discussion to prior step or advanced to a higher step of the grievance procedure. The time limits at the step shall be controlling and shall begin on the date other parties agree to move.

G. Grievance Withdrawal

The grievant and/or their representative may withdraw the grievance at any stage of the Grievance Procedure by giving written notice to the HACM representative who last took action on the grievance, with a copy to the Executive Director.

H. Union Representative

It is understood that the term "Union Representative" may also apply to Shop Stewards for Steps 1 and 2 of this section.

ARTICLE 21. LAYOFF PROCEDURES

21.1 Policy

The HACM may layoff an employee because of lack of work, lack of funds, material change in duties or organization, or in the interest of economy or causes outside the HACM's direct control.

The HACM shall inform Union regarding the effects of any planned reduction in force or layoffs which will affect two (2) or more departments or ten percent (10%) or more of a department's work force.

21.2 Procedure

Layoffs will be determined within HACM departments, not the HACM as a whole. In the event of a reduction in force in a department, the Department Head shall designate the classes, positions, and number of employees to be eliminated.

Layoffs shall be made among all bargaining unit employees in the same class series within a HACM department in the following order:

- Temporary employees
- Probationary new employees (excluding promotional probationary employees)
- Regular employees

No regular employee within a department shall be laid off in any class if there are temporary employees in an active status in the same class within the department.

Layoff shall be by ranking sequence of employees except as otherwise provided herein.

Rank shall be defined as the length of continuous service in a class series as determined by the HACM personnel records while occupying a regular position within the HACM department.

Layoffs of employees within each category of employment status within a department and within a class series shall be based on ranking sequence unless it can be demonstrated that: 1) an employee possesses special skills, training, or abilities; 2) the employee's past job performance or disciplinary record justifies an alternative ranking; or 3) the employee may be, by virtue of ranking sequence, subject to disparate treatment.

A regular full-time employee may elect to be ranked with employees in any class in the same department with the same or lower salary in which the employee has served in regular status in the HACM service. An employee must notify his/her appointing authority within two (2) days after receipt of written notice of layoff or election of this option except if the second day following notice of layoff is not a regularly scheduled work day, the employee may give notice on the next work day.

In lieu of layoff, the Department Head may offer a regular employee a demotion to any class for which the employee is qualified if a position is available. Employees demoted in lieu of layoff pursuant to this paragraph shall not be eligible for the "Y" rating procedure. An employee who chooses a demotion in lieu of layoff shall have the right of restoration to his/her former class when an opening occurs and his/her ranking sequence warrants subject to the provisions of Section 21.4 below.

21.3 Notice

Written notice of layoff shall be served on the affected employees in person or mailed by the United States Postal Service to the employee's latest address on file with the HACM.

The layoff notice shall be served or mailed at least fourteen (14) calendar days prior to the expected effective date of separation unless delay results from consideration of demotion under the provisions of Section 21.2. The notice shall include:

1. The reason for the layoff.
2. The effective date of the action.
3. A reference to the provisions governing reemployment.
4. Notice that employment counseling is available.

21.4 Re-Employment Process

The names of persons laid off under these procedures shall be maintained on a

departmental reemployment list for the class series from which the employee was laid off for a period of one year, which year shall run from the date of layoff. When filling any position, the Department Head shall reemploy laid off employees from the departmental reemployment list for the class of the position in inverse order of layoff. No new employee shall be hired nor shall an employee be promoted in any class until all employees on layoff status in that class have had the opportunity to return to work.

As an exception to the provisions of this paragraph, however, when the best interest of the HACM requires an employee with demonstrated special qualifications, skills or training, or for affirmative action considerations, the Department Head may make an exception to the above order of recall in order to appoint an employee out of ranking sequence.

Every employee given notice of layoff may request reemployment counseling and evaluation in order to determine those job classes within the HACM for which the employee meets employment eligibility requirements and desires to be considered for reemployment. Such counseling and evaluation shall be available by appointment in order of request. Following reemployment counseling and evaluation, laid off employee's name shall be placed on a preferred eligible list for each class designated as a result of the reemployment counseling and evaluation. When the Executive Director or his/her designee reviews a request to refer applicants to a department for a vacant position in a class for which there exists a preferred eligible list the laid off employee on the list shall be considered for employment prior to any other job applicant. A competitive job related selection process may be used to determine the order in which laid off employees on a preferred eligible list for a class will be referred for an interview.

A laid off employee may be removed from the department reemployment list or a preferred eligible list for any of the following reasons:

- The expiration of one (1) year from the date of layoff.
- Reemployment with the HACM.
- Failure to accept employment or report to work.
- Failure to appear for a job interview after notification by telephone or by mail addressed to the employee's last address on file with the HACM.
- Failure to respond with seven (7) days to a communication regarding availability of employment.
- Request in writing by the laid off employee to be removed from the list.

21.5 Reinstatement of Employment

Any employee who has been laid off and is reemployed under the terms of this article within one year (1) year from the date of layoff shall be entitled to:

1. Restoration of all sick leave credited to the employee's account on the date he/she was laid off.
2. Credit for all prior service for the purpose of determining vacation accrual rates and service awards.
3. Placement in the same step of the salary range the employee held at the time of layoff.
4. Reinstatement of credit for service time (ranking) as of the date of layoff.

21.6 Insurance Coverage

Each regular employee enrolled in the HACM Health Plan who is laid off in accordance with the provisions of this Agreement shall continue to be covered under the HACM Health Plan for an additional month following the lay off. After that period, laid off employees may elect to continue health coverage through COBRA at their own expense. The provisions of this paragraph shall not apply to an employee who retires coincidental to layoff.

21.7 Appeal Procedure

An employee directly affected by the operation of this policy may, within ten (10) working days after a notice of layoff is received, request a meeting with a Department Head or the Department Head's designated representative to review the application of this policy as it affects the employee's status. The employee may be accompanied by a representative of the Union.

The Union, and only the Union, after making an attempt to resolve the matter informally, may within ten (10) working days of the date of an alleged violation of this policy file a grievance for final consideration and determination at the Executive Director level in accordance with the provisions of the Grievance Procedure in effect between the HACM and the Union. A grievance filed in accordance with this paragraph shall not be subject to Article 20 (E) Step 4, Arbitration, of this Agreement.

ARTICLE 22. DISCIPLINE

HACM agrees to implement progressive discipline whenever appropriate. The intent of the discipline is to be corrective, not punitive in nature.

22.1 Disciplinary Actions

An employee shall be subject to discipline only for just cause as defined by The Seven Steps of Just Cause as established by Carroll Daugherty in 1964. The appointing authority may take disciplinary action against an employee in the service of the HACM provided that the rules and regulations prescribed herein are followed, and that an employee who is not on any form of probationary status has the right to grieve pursuant to Article 20, Grievance and Arbitration Procedure, except as herein provided. As used in this section, "disciplinary action" shall mean dismissal, suspension, disciplinary demotion, reduction in salary, disciplinary probation, formal written reprimand or counseling memo.

22.2 Counseling

The intent of a counseling memo is to encourage corrective action on the part of the employee and not to be punitive in nature. In the event that an employee's performance or conduct is unsatisfactory or needs improvement, informal counseling shall be provided when determined to be appropriate at the discretion of the employee's supervisor. The employer will investigate prior to making any determination. Documentation of such counseling shall be included in the employee's personnel file as a note to file and a copy provided to the employee and shall not be subject to the grievance process. When the situation allows, counseling shall be used prior to a written reprimand being issued. However, other disciplinary action shall not be precluded should counseling not occur.

Twelve (12) months after the date of the counseling memo, the employee may request the Department Head to review the employee's personnel file. Provided that the

employee has no additional disciplinary action, counseling memos or reprimands, and s/he receives satisfactory or above performance evaluations during the intervening period, the Department Head has discretion to remove the counseling memo from the employee's personnel file.

22.3 Reprimand

An appointing authority may reprimand an employee by furnishing him/her with a statement, in writing, of the specific reasons for such reprimand. A copy of notice of the reprimand shall be included in the employee's personnel file, and shall not be subject to grievance and the employee and/or his/her representative shall have the right to discuss the reprimand with the appointing authority. The employee shall have the right to include a written rebuttal to be placed in the personnel file with the reprimand, at his/her discretion. The appointing authority may correct the reprimand, or notice of reprimand, at his/her discretion.

Two (2) years after the date of the reprimand, the employee may request the Department Head to review the employee's personnel file. Provided the employee has no additional disciplinary actions, counseling memos and/or reprimands, and s/he receives satisfactory or above performance evaluations during the intervening period, the reprimand may, at the discretion of the Department head, be removed from the employee's personnel file.

22.4 Preliminary Notice of Proposed Disciplinary Action

Disciplinary actions, except reprimands and counseling memos, shall be taken against an employee in the HACM service having regular status, by service upon such employee of a written notice of such action. The employee may grieve such disciplinary action as provided herein. A copy of the notice of disciplinary action shall be furnished to the Executive Director. The appointing authority taking such disciplinary action shall retain a copy of said notice.

The notice of proposed disciplinary action shall include the following:

- A. The nature of the disciplinary action;
- B. The effective date of the action;
- C. The causes for the action and a description of the material on which it is based, in concise language with the dates and places thereof, when known;
- D. A statement that the material upon which the action is based is available for inspection; and
- E. A statement that includes the following information:
 1. The right to a formal appeal;
 2. The right of representation;
 3. A reference to the Section 22.15 entitled "Right to Grieve Disciplinary Action;" and
 4. The right to respond either verbally or in writing pursuant to Section 23.15 to the appointing authority and the right to representation in that response.

22.5 Service of a Preliminary Notice of Proposed Disciplinary Action

Except when emergency or other special circumstances require immediate action, the manner and time of service of the Preliminary Notice of Proposed Disciplinary Action

(other than formal reprimand) shall be made in accordance with these rules:

Delivery to the employee, either personally or by United States Postal Service, to the last known address listed on the employees personnel record, shall be made no less than five (5) calendar days prior to the effective date of any punitive action against the employee unless an emergency situation exists.

22.6 Notice of Disciplinary Action

Once an employee has had a right to respond or the specified time period has elapsed, a written "Notice of Disciplinary Action" shall be served upon such employee stating:

1. The specified disciplinary action that will be taken;
2. The effective date of this action;
3. An explanation of the causes for this action;
4. Copies of documentation and other materials which support this action;
5. Notification of the right to representation and appeal, including pertinent union information and reference to Section 22.15 of this article; and
6. Information regarding where appeal is to be filed and the time limits for same.

22.7 Disciplinary Probation

An employee may be placed on disciplinary probation for a specified period of time not to exceed one (1) year for each such instance, with the understanding that should the causes for such action not be satisfactorily corrected or remedied during the period, subsequent disciplinary action may be taken. An employee on disciplinary probation shall serve at the will of his/her appointing authority during such period of probation.

22.8 Suspension Without Pay

Any suspension invoked as a disciplinary action under this section against any employee in the HACM service, whether for one or more periods, shall not exceed sixty (60) calendar days in any one (1) calendar year unless agreed to by the employee; provided, however, that where a suspension is made because of criminal information or indictment filed against such employee, the period of suspension may exceed sixty (60) calendar days and continue until, but not after, the expiration of thirty (30) calendar days after the dropping of charges, or the judgment or conviction or acquittal of the offense charged in the complaint, or indictment has become final. Employees suspended shall forfeit all rights, privileges, and salary while on such suspension. Such forfeiture does not include rights as a Union member.

The sixty (60) day restriction shall apply only to managerial imposition of discipline and is not intended to restrict the ability of a third party neutral to invoke a greater period of suspension.

22.9 Suspension With Pay

Notwithstanding other provisions of this section, an employee may be suspended with pay and benefits for a period not to exceed twenty (20) working days upon a determination by the Executive Director that circumstances exist that make the immediate removal of the employee to be in the best interest of the HACM and that the employee cannot be effectively used in his/her job classification within the department.

Notwithstanding the above provision, HACM may suspend an employee under his/her control from his/her position at any time for reasons of investigation for disciplinary

action. Written notice of such suspension shall be given the suspended employee as soon as possible but not later than seven-two (72) hours after such action is taken. Such suspension is not a disciplinary action and shall not be subject to grievance unless it, or any portion of it, subsequently becomes a disciplinary action. The appointing authority may reinstate any such suspended employee to his/her position for good cause and shall, upon reinstatement, restore his/her rights and privileges with back pay for time lost, provided the appointing authority is satisfied that no disciplinary action is appropriate.

22.10 Reduction in Salary

An appointing authority may reduce the salary of an employee, for disciplinary reasons, provided that such reduction shall be to a step within the salary range of the classification of the position held by the employee. An employee so reduced in salary shall retain his/her anniversary date but shall not be eligible for advancement to a higher step in the salary range of his/her job classification for a period of six (6) months from the date their reduction in salary became effective.

22.11 Disciplinary Demotion

An appointing authority may demote an employee, for disciplinary reasons, to any position with a lower salary allocation, provided the employee meets minimum qualification for the lower-level position. Such demoted employee shall not be eligible for promotion for a period of six (6) calendar months.

22.12 Dismissal

The continued tenure of each employee who has regular status shall be subject to his/her satisfactory conduct and the rendering of efficient service. Should the cause for disciplinary action so warrant, an employee may be dismissed.

22.13 Absence Without Leave Separation

An employee absent from duty for a period which exceeds three (3) working days without authorized leave shall be considered to have abandoned his/her position and to have automatically resigned.

Such resignation shall be rescinded by the appointing authority if the employee can show to the satisfaction of the appointing authority that it was impossible to contact the department of employment, provided the employee contact the department within five (5) working days of receipt of notice through United States mail.

22.14 Statute of Limitations

Any disciplinary action for cause against a HACM employee shall not be valid unless the Notice of Disciplinary action is served within one (1) year of the date of discovery of the event which gave rise to the cause of discipline. Matters of serious nature (e.g., fraud, embezzlement, and falsification of records) shall require written notice to the employee of disciplinary action within three (3) years after the event which gave rise to the disciplinary action. Disciplinary action based on fraud, embezzlement, or the falsification of records shall be valid, if the notice of such action is served within three (3) years after the discovery of such fraud, embezzlement, or falsification.

Nothing herein shall preclude the HACM from disciplining an employee for cause which consists of a course of conduct or history of performance that began more than three (3) years prior to the notice of disciplinary action. Such disciplinary and/or performance

record of beyond three (3) years shall only be used to determine the disciplinary penalty to be imposed.

These Statute of Limitations do not apply when an outside investigator is conducting the investigation into the misconduct.

22.15 Right to Grieve Disciplinary Action

Only regular employees with more than one year of service, and who are not on probation, shall have the right to grieve disciplinary action. Said employees may file a written grievance from disciplinary actions, other than reprimand and suspension of three (3) days or less, within five (5) days of the effective date of disciplinary action.

The written grievance shall state the basis for the grievance and shall be delivered to the Executive Director, or his/her designated representative. Provisions of Article 21 "Grievance and Arbitration Procedure," (E), Step 3, 4 and (F) shall then apply.

ARTICLE 23. PERSONNEL RECORDS

The HACM and Union agree that personnel records are not subject to public inspection. All personnel records are the property of HACM. Employees shall have the right to inspect and review any official record relating to his/her performance as an employee which is kept or maintained by the HACM. When any comment adverse to an employee's interest is entered in his/her official personnel records, the employee shall have opportunity to read the adverse entry. Notwithstanding any other provision of this item, HACM and Union agree that an employee is not entitled to inspect or review such documents as reference letters, background investigations, records pertaining to investigation of a possible criminal offense, or material designated confidential by law.

At his/her request, an employee shall be provided one (1) copy of any document placed in the employee's file except for employment applications and those documents listed above. An employee, or staff representative of the Union, with the prior written consent of the employee, may upon request to inspect that employee's personnel file during regular business hours by appointment. The HACM shall keep the official personnel records of all employees with the Human Resource department.

It is mutually recognized that all performance related materials contained within an employee's personnel file may provide material substance and support to proposed and imposed disciplinary actions. Nothing in this Agreement shall preclude the use of any material in an employee's personnel file from being used in any proceeding involving the decision of the appointing authority to take disciplinary action against the employee.

ARTICLE 24. TRANSFERS

The HACM retains the sole right to transfer employees from one work site to another. Employees who desire to be transferred within their respective job classes to a specific work location within their own department may submit a written request for transfer to the appropriate department representative. Such requests filed herein under shall be retained for a period of one (1) year from date of filing and must be renewed if the employee still desires to be considered for reassignment beyond that date.

When Management contemplates filling vacancies and/or openings by transferring employees from one work site or location to a different location, Management will consider the following criteria:

- The overall needs of the department
- Requirement of job
- Ability to perform job
- The duration and/or permanence of the transfer
- Length of service with the department
-

ARTICLE 25. CLASSIFICATION STUDY REVIEWS

Any employee, or the Union, may submit a written request for a reclassification study to a Department Head. The Department head shall send the request for a reclassification study along with his/her recommendation to the Executive Director within thirty (30) days of the date the request was received. The Executive Director shall review the status of the request with the affected employee(s) and/or the Union within thirty (30) days of the date he/she received the request.

The Executive Director or his/her designee will review the status of pending classification studies requests with a staff member of the union once every ninety (90) calendar days. The decision of the Executive Director shall be issued within six (6) months of the date the request was first submitted to the Department Head. The decision of the Executive Director with respect to the request shall be subject to the grievance procedure.

ARTICLE 26. DEFENSE OF EMPLOYEES

The HACM recognizes the need and value in providing a supportive relationship for employees. The HACM shall defend employees who are subjected to slanderous or libelous statements or who are unjustly accused of misconduct when properly engaged in the course and scope of their assigned duties.

ARTICLE 27. CONOERTED ACTIVITIES

The parties to this Agreement recognize and acknowledge that the services performed by the HACM employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the County of Monterey. Union agrees that under no circumstances will the Union recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as work stoppage), in any office or department of HACM, nor to curtail any work or restrict any operation of the HACM. In the event of any such work stoppage by any member of the bargaining unit, the HACM shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

In the event of any work stoppage, during the term of this Agreement, whether by the Union or by any member of the bargaining unit, the Union by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized and further directs its members in writing to cease said conduct and resume work. Copies of such written notice shall be served upon the HACM. In the event of any work stoppage the Union promptly and in good faith performs the obligations of this paragraph, and providing the Union had not otherwise authorized such work stoppage, the Union shall not be liable for any damages caused by the violation of this provision.

The HACM shall have the right to discipline, to include discharge, any employee who instigates, participated in, or gives leadership to, any work stoppage activity herein prohibited, and the HACM shall also have the right to seek full legal redress, including damages, as against any such employee.

ARTICLE 28. EMERGENCY AUTHORITY

Nothing contained herein shall be construed to limit the authority of the HACM to make changes for the purpose of preparing for or meeting an emergency. For the purpose of this article, changes in law or circumstances that significantly reduce currently existing revenue levels, shall be included within the definition of an emergency. Such emergency action shall not extend beyond the period of the emergency.

Whenever practical, the HACM will meet and confer with the Union prior to taking action under the authority of this section. After taking action under the authority of this section, the HACM, upon request, will meet and confer with the Union over the practical consequences that the emergency action taken had on those terms and conditions of employment that are within the scope of representation.

ARTICLE 29. SEPARABILITY

If any section, subsection, paragraph, clause or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or unconstitutionality of the remaining portions of this Agreement, it being hereby expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase thereof, would have been adopted irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

ARTICLE 30. FULL UNDERSTANDING, MODIFICATION, AND WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Existing benefits and working conditions which are not referenced in the Agreement and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process. The HACM assures the Union that unless changes are warranted by operational necessity it does not intend, nor does it anticipate, during the term of this Agreement any change, modification or cancellation of wages, hours, and working conditions which are subject to meet and confer and which are presently in effect or contained in this Agreement.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of negotiations, during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the HACM's Board of Commissioners.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 31. GENDER AND NUMBER

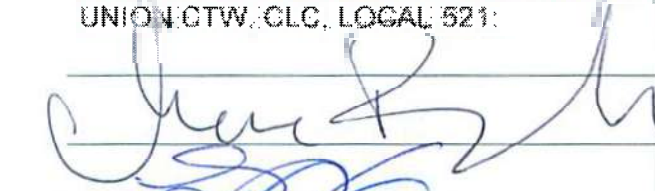





As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall include the others whenever the context so indicates.

ARTICLE 32. SUPPORT OF AGREEMENT

The HACM and the Union recognize the duty and obligation of their representatives to comply with the provisions of this Agreement.

SERVICE EMPLOYEES INTERNATIONAL
UNION, CIO, CLC, LOCAL 521:

HOUSING AUTHORITY OF THE
COUNTY OF MONTEREY

APPENDIX A

JOB CLASSIFICATIONS

Administrative Secretary
Accounting Assistant I
Accounting Assistant II
Apartment Handyperson
Custodian-Housekeeper
Family Self-Sufficiency Coordinator
Eligibility Specialist
Family Self-Sufficiency Specialist
Housing Inspector
Housing Programs Specialist
Office Assistant I
Office Assistant II
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III
Migrant Center Manager
Migrant Center Maintenance Worker
Procurement & Warehouse Specialist
Property Management Specialist I
Property Management Specialist II
Senior Housing Programs Specialist
Receptionist/Cashier

THE WEINGARTEN RULES



An employee's right to representation - Weingarten Rights

An employee may be represented by the Union at an investigatory interview with his/her supervisor when the employee reasonably believes that the interview may lead to disciplinary action.

U.S. Supreme Court ruling

The rights of employees to the presence of union representatives during investigatory interviews was announced by the U.S. Supreme Court in 1975 in *NLRB v. J. Weingarten, Inc.* Since that case involved a clerk being investigated by the Weingarten Company, these rights have become known as Weingarten Rights.



What is an Investigatory interview?

Employees have Weingarten rights only during investigatory interviews. An investigatory interview occurs when a supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his or her conduct. If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has a right to request union representation. Investigatory interviews usually relate to subjects such as absenteeism, accidents, damage to employer property, drinking, drugs, falsification of records, fighting, insubordination, lateness, poor attitude, sabotage, theft, violation of safety rules, work performance, violation of work procedures.

Weingarten Rules

Under the Supreme Court's Weingarten decision, when an investigatory interview occurs, the following rules apply:

Rule 1: The employee must make a clear request for union representation before or during the interview.

Rule 2: After the employee makes the request, the employer must choose from among three options. The employer must:

- a. Grant the request and delay questioning until the union rep. arrives and has a chance to consult privately with the employee; or
- b. Deny the request and end the interview immediately; or
- c. Give the employee a choice of: 1) having the interview without representation, or 2) ending the interview.

Rule 3: If the supervisor denies the request for union representation and continues to ask questions, he or she commits an unfair labor practice and the employee has the right to refuse to answer. The supervisor cannot discipline the employee for such a refusal. We suggest that you not answer any questions, and take notes.

Read This Statement to Management

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request that my Union representative, officer, or steward be present at the meeting. Without representation, I choose not to answer any question."

"This is my right under a U.S. Supreme Court decision called Weingarten."

If you think your rights have been violated, contact your Union Steward first, you can find a list of stewards at www.seiu521.org

You can also contact your Contract Enforcement Specialist Assistant (CESA), Christopher Cox at (831) 824-9268 or christopher.cox@seiu521.org