

**Tentative Agreement between the Housing Authority of the County of Santa Clara  
and Service Employees International Union Local 521**

**June 21, 2017**

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## AGREEMENT BETWEEN

### HOUSING AUTHORITY OF THE COUNTY OF SANTA CLARA AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521

#### PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between Service Employees International Union, Local 521 (Union) and the Housing Authority of the County of Santa Clara (the Employer) pursuant to the Myers-Milias-Brown Act (California Government Code Sections 3500 et, seq).

#### ARTICLE 1 - RECOGNITION AND SCOPE OF MEMORANDUM OF UNDERSTANDING

##### 1.1 Recognition of Union

The Employer recognizes the Union as the exclusive representative of "employees" as defined in Article 1.2 of this MOU.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment. It is mutually agreed by the Employer and the Union that this Memorandum of Understanding shall be effective from July 1, 2014~~17~~ until June 30, 2017~~20~~<sup>[LCW2]</sup>.

Either party may serve written notice on the other party of its intent to reopen the MOU at least ~~sixty-ninety (690)~~ <sup>[LCW3]</sup> days, ~~but no more than ninety (90) days~~ prior to the expiration of this MOU.

##### 1.2 Definition of Employees

Whenever used in this MOU, the term "employees" shall include all regular full time employees in the bargaining unit. Temporary personnel and contract employees as defined respectively in Sections 1.3 and 1.4, are specifically excluded from this MOU. Appendix A contains the complete list of classifications of employees who are in the bargaining unit. If the Employer creates new classifications during the term of the MOU, those classifications determined to be within the bargaining unit shall become part of the unit and shall be added to the list in Appendix A.

##### A. Probationary Employees<sup>[KD4]</sup>

A probationary employee is one who is in his/her probationary period of any new position with the Employer, including promotions. ~~For employees in pay grades 11 and below, the probationary period is nine (9) months [LCW5] of continuous service. For All eEmployees in pay grades 12 and above, have a the probationary period iofsof twelve (12) nine (9) months of continuous service. Employees in the classification of Database Analyst will have a twelve (12) month probationary period.~~ The length of the probationary period will be adjusted for any leave of absence time.

During a new hire Probationary Period, employees may be terminated at any time and/or any reason, with or without advance notice. The release of a probationary employee is not subject to the grievance procedure set forth in Article 7 of this MOU. If an employee is released from a probationary period and had previously attained regular status in the

classification from which he/she came, he/she may revert back to the previous classification, range, and step from which he/she came and retain his/her previous job on basis of seniority as defined in Article 9.1.

#### **B. Rate of Pay**

The probationary rate shall be Step 1 on the salary schedule, but the Employer may hire employees at the second or third steps, if necessary. The Employer may hire new employees above Step 1 if the qualifications are determined to warrant a higher step placement. The Union shall be notified of any new hire placements above Step 1.

### **1.3 Definition of Temporary Personnel**

Temporary personnel are persons hired by the Employer for a specified time duration or personnel whose services are contracted to the Housing Authority by an employment agency.

The Employer will meet and confer with the Union if a temporary position exceeds six (6) months and the temporary employee is not filling in behind a person on authorized leave.

The Employer can extend a temporary position beyond six (6) months without Union approval only to replace an employee on an authorized leave.

### **1.4 ~~Definition of Contractors-Employee~~**

A ~~contractor~~ **employee** is one hired by the Employer for a term specified by a written agreement. ~~written MOU between the Employer and the contract employee. LCW6~~

The Employer shall meet and confer with the Union on the impact of contracting out bargaining unit work if the work will exceed a six-month period. ~~Contractors~~ **employees** are excluded from this MOU.

### **1.5 Performance Evaluations**

Performance evaluations shall be administered on an annual basis. Performance evaluations provide the employee and their immediate supervisor the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving the employee's performance. The time used to evaluate the employee's performance will be current and will not exceed a 12 month period. All evaluations are completed, in writing, by the employee's immediate supervisor, reviewed and formally discussed with the employee prior to being filed in the employee's personnel file. Employees are asked to sign the evaluation acknowledging that a performance discussion has taken place. The employee has ten business days to submit a written response to their supervisor and Human Resources. Upon LCW7 receiving an employee rebuttal, Human Resources will acknowledge in writing (or via email) receipt of the rebuttal. Should the information provided by the employee result in a modification to the performance evaluation, the employee will be provided a copy of the revised evaluation.

In the event that the employee's job performance fails to meet the requirements of the position, the supervisor will schedule a meeting with the employee. The purpose of this

meeting will be to assist the employee to identify areas that may require additional assistance or training.

If the employee's job performance fails to meet the requirements of the position, as documented in their performance evaluation, the Employer may initiate a Performance Improvement Plan (PIP), in accordance with the PIP Guidelines. The PIP will include reasonable performance standards consistent with the employee's existing job description. The PIP is a tool used to assist the employee to improve his or her job performance and to meet the requirements of their position. The PIP is not a disciplinary action. The supervisor will assist the worker through training and positive reinforcement. The employee has ten business days to submit a written response to their supervisor and Human Resources.

The PIP is usually 30-90 calendar days and must include detailed expectations. The PIP shall not exceed 90 days. The supervisor will meet with the employee on a regular (weekly or bi-weekly, etc.) basis to ensure progress and a successful completion of the PIP process. The PIP is considered successful when the employee has demonstrated sustained improvement in their performance and meets the requirements of their position.



## ARTICLE 2 - UNION SECURITY

### 2.1 Agency Shop

As a condition of employment all employees hired into bargaining unit classifications shall execute an authorization for a payroll deduction of one of the following: (1) acquire membership in the Union, (2) tender to the Union a service fee equal to the standard period dues uniformly required as a condition of membership in the Union, or (3) a charity fee equal to the service fee.

Any new employee who does not make such an authorization within the first thirty (30) days of employment shall become a service fee payer and the Employer shall deduct that amount on the first full pay period after the thirty (30) days.

### 2.2 Opt Out/Charity Fee Deductions

An employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support SEIU Local 521 as a condition of employment. Such employee must submit a letter asserting the objection and the employee's membership in the religion, body, or sect. In lieu of Union dues or service fees the employee will be required to contribute a charity fee to one of the nonreligious, non-labor charitable funds from the list below. Should one or more of the listed charitable funds no longer be eligible under Section 501(c)(3), the Union and the Employer shall promptly meet and agree upon a replacement.

- A. United Way
- B. George M. Hardy Scholarship Fund
- C. American Heart Association
- D. American Cancer Society

### Financial Documentation

The Union shall within sixty (60) days after the end of each fiscal year provide the Employer with detailed financial documentation, which shall meet with requirements of Government Code Section 3502.5, which states in part, "Proof of the [Union's] payments shall be made on a monthly basis to the public agency as a condition of continued exemption from the requirement of financial support to the public employee organization."

### 2.3 Check-Off

The Union shall have the sole and exclusive right to have membership fees deducted by the Employer on payroll authorization forms for all unit employees covered by this Memorandum of Understanding.

The Employer shall deduct Union dues and service fees, and bi-weekly COPE deduction upon written authorization from any unit employee in accordance with state law and the provisions of this Memorandum of Understanding. The Employer shall pay Union dues and service fees to the Union within fifteen (15) days all sums are so deducted.

### 2.4 Reimbursement

Upon the reinstatement of any unit employee, or upon return from unpaid leave of absence or recall from layoff, the Employer will resume or initiate dues, service fees, or charity fee deductions for such unit employee in accordance with this Section.

**2.5 Hold Harmless**

The Union shall indemnify and hold the Employer harmless against all forms of liability that may arise out of or occur by reason of the implementation of this Article.

**2.6 COPE Deductions**

Employees may voluntarily elect to have a bi-weekly contribution deducted from their paychecks for the SEIU Local 521 Committee on Political Education (COPE) fund. Such deduction shall be made upon signed authorization from the employee and shall be continued until such authorization is revoked in writing. The Employer shall pay COPE deductions to the Union within fifteen (15) days all sums are so deducted.

**2.7 Maintenance of Membership**

All employees who are members of SEIU Local 521 and tender dues through deductions from their biweekly paycheck shall continue to pay dues for the duration of this MOU, excepting only those who exercise their right to withdraw from SEIU Local 521 as provided herein. (On an annual basis from December 1<sup>st</sup> through December 31<sup>st</sup>, effective the first full pay period in January.) Members of SEIU Local 521 shall have the right to withdraw from the Union (Withdrawal Period) by discontinuing dues deduction and selecting one of the options specified in Article 2.1. The employee shall provide the Employer written notice of withdrawal during the Withdrawal Period. The Employer shall deliver employee withdrawals of membership to the Union (with proof of date received) within five (5) working days of Employer's receipt.

## **ARTICLE 3.1 - MANAGEMENT RIGHTS**

### **3.1 Management Rights**

It is understood and agreed that the Employer retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operations; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its policies, goals, and objectives; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of operations; build, close, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Employer retains the right to hire, classify, assign, evaluate, promote, terminate, transfer, and discipline employees.

The Employer's failure to exercise any of its rights, prerogatives or functions shall not be considered a waiver or preclude it from exercising the same, so long as it is not in conflict with the express provisions of this (MOU).

### **3.2 Limitations**

The exercise of the foregoing powers, rights authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection there with, shall be limited only by the specific and express terms of this MOU, and then only to the extent such specific and express terms are in conformance with the laws and constitutions of California and of the United States.

### **3.3 Exception to Grievance Procedure**

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the Employer set forth herein above, or any other rights of the Employer not expressly limited by the clear and explicit language of this MOU, or arising out of or in any way connected with the effect of the exercise of any such rights, is not subject to the grievance provisions set forth in Article 7 of this MOU.

## ARTICLE 4 - UNION RIGHTS

### 4.1 Union Representatives

The Union recognizes its obligation to cooperate with the Employer to assure maximum service of the highest quality and efficiency to the Employer's clients, consonant with its obligations to the employees the Union represents. The Employer and Union affirm the principle that harmonious labor-management relations are to be promoted and furthered.

The term "Union representative" refers to jobsite stewards or paid Union staff. The Union may designate and the Employer will recognize not more than four (4) jobsite stewards, one alternate and at least one (1) paid Union staff member to serve as the Union's agents in the representation of employees. The Union will notify the Employer, in writing, of the names of the authorized jobsite stewards, and alternate within fourteen (14) days of execution of this MOU and within fourteen (14) days of any changes that occur. The alternate steward may serve in the absence any of the jobsite stewards. The Employer is not required to recognize any other persons as Union representatives.

~~Outside of the current bargaining team, effective November 1, 2012,~~<sup>[LCW8]</sup> nNo more than one (1) jobsite steward may be from the same Team in <sup>[LCW9]</sup>the Housing Programs Department. ~~Should a current steward be transferred into a team that has a steward, those individuals shall remain as stewards.~~ <sup>[KD10]</sup>

### 4.2 Right to Union Representation

Employees have the right to request that a Union representative be present at any meeting or investigatory interview by the Employer, whether conducted internally or by a third party, when the meeting may result in disciplinary action against the employee.

The Employer will provide release time from regular work duties for one jobsite steward to attend the following:

- (a) A meeting with an employee at the jobsite to discuss a grievance or appeal;
- (b) An arbitration hearing or proceeding.

Paid release time ("release time") under this Article ~~shall accrue on a monthly basis and~~ <sup>[LCW11]</sup> shall not exceed four (4) total hours per month for all jobsite stewards.

### 4.3 Grievance Related Worker Release

If the Union has filed a formal grievance and the employee needs to discuss it during work hours with a jobsite steward during the employee's regular work hours, the employee shall be allowed no more than one half hour of release time per month following the notice described in Article 4.27. <sup>[LCW12]</sup>

### 4.4 Meetings<sup>[LCW13]</sup> with Management – Release Time for Stewards

- A. The Employer will provide release time for jobsite stewards (or the alternate, as needed) to attend:
  - (i) Any meet and confer discussions; and

- (ii) Mutually agreed upon labor/management meetings.

Release time under this Article shall ~~accrue on a monthly basis and~~ [LCW14] shall not exceed four (4) total hours per month (or as mutually agreed upon) for all jobsite stewards.

- B. The Executive Director or designee and up to two (2) management representatives will meet with up to two (2) jobsite stewards and a SEIU representative regarding unresolved work-related issues for up to two hours (of the hours permitted in 4.4 (A)) [LCW15] each quarter during work hours. The parties shall provide each other with a list of issues proposed for discussion at least three (3) working days (days in which the Housing Authority is open for business) prior to the meeting.

For the purpose of this section, an unresolved work-related issue is one that the employee has already addressed directly with his/her immediate supervisor, or an issue previously discussed and not resolved at an earlier meeting with management.

~~Release time under this Article shall accrue on a quarterly basis and shall not exceed two (2) total hours per quarter for all jobsite stewards.~~ [LCW16]

#### 4.5 Negotiating Committee

The Employer will provide paid release time for four (4) jobsite stewards (or alternate, as needed) from regular work duties and will pay them at their regular rate during negotiations. The Union representative(s) will also serve on this committee. Negotiation sessions are limited to four (4) hours of release time per negotiation session, which includes time for caucusing and preparation.

~~Outside of the current bargaining team, effective November 1, 2012~~ [LCW17], ~~n~~ No more than one (1) jobsite steward may be from the same Team in the Housing Programs Department. During [LCW18] active negotiations for a successor MOU, should a transfer of union representatives serving on the negotiating committee occur, those individuals who were part of the negotiating committee will be able to complete those negotiations, despite more than one negotiating committee member being on the same team.

#### 4.6 Release time to attend Board of Commissioners Meetings

The Employer will provide appropriate release time from regular work duties for one (1) jobsite steward to attend a Board of Commissioners meeting when an item on the agenda may relate to wages, hours or working conditions of represented employee(s); or when a steward wishes to address the Board during the public comment period. The employee shall notify their supervisor of their attendance to the meeting as described in Article 4.7.

#### 4.7 Release Time Logs

Jobsite stewards are required to report to their supervisors at least 24 hours in advance of the exercise of their release time under this MOU. The jobsite stewards must log their exit and return time from work in an email to allow their supervisor to ensure adequate coverage and to enable the Employer to track the amount of release time used each month.

#### 4.8 Access

Local 521 union representatives shall be permitted to enter the facilities operated by the Employer for the purpose of transacting union business, observing conditions under which employees are employed, and investigating possible violations of this MOU. Contact with employees shall not interfere with the employees' work. Union staff will adhere to regular site visitor and conference room regulations (sign in, etc.), with the exception that the escort is not required for walk-through if the department supervisor or his or her designee is notified prior to the walk-through. If the supervisor determines at the time of the Union notification of a walk-through that the time for the walk-through is not appropriate, the supervisor may decline access. Approval will not unreasonably be denied. Changes in conference room regulations are not subject to the grievance procedure.

#### **4.9 Bulletin Board**

The Employer shall provide adequate space for a Union bulletin board in the Employer's business offices. The Union business postings will be consistent with the Employer's policy against harassment.

#### **4.10 Union Notices**

The Union shall be allowed to use the courier mail pouches for disseminating Union business information to worksite locations. Worksite in-boxes may also be used. The Union may use the Employer's normal business channels (electronic communications) to advise their members of union business, subject to the Employer's policies on the use of computer, cellular telephone, e-mail, voicemail and electronic communications.

#### **4.11 Notification of Union Coverage**

When a person is hired into any classification in the bargaining unit, the Employer shall notify that person that the Union is the exclusive representative. The Union representative or jobsite steward shall meet with the new employee to give him/her a copy of the MOU.

#### **4.12 List of Represented Employees**

The Employer shall supply the Union with the names and addresses of all represented employees on a quarterly basis. The lists shall be supplied without cost to the Union.

Within ten (10) working days of any personnel action involving a member of the bargaining unit, the Employer will notify the Union of the name of the affected employee, the personnel action that occurred, and the effective date of the action. "Personnel actions" include but are not limited to: new hire, rehire, transfer, leave of absence, return from leave, promotion, reclassification, demotion, return to former class, suspension, resignation, termination, retirement or death.

#### **4.13 Union Orientation**

After the initial new hire overview, a union steward and/or union staff person shall be permitted to make a presentation of up to 30 minutes in length during new hire orientation, and distribute a packet of information about the benefits and responsibilities

of union membership. In the event the union steward is conducting the orientation, the union steward will notify his/her supervisor in advance.

## **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

### **5.1 Concerted Activities**

It is agreed and understood that there will be no strike, work stoppage, slowdown, sick-in, picketing, or other interference with the operations of the Employer by the Union or by its officers, agents, or members during the term of this MOU, including compliance with the request of other labor organizations to engage in such activity. The Employer agrees not to lockout employees during the term of this MOU.

### **5.2 Union Obligation**

The Union recognizes the duty and obligation of its representatives to comply with the provisions of this MOU and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, sick-in, or other interference with the operations of the Employer by employees who are represented by the Union, the Union agrees in good faith to take steps to cause those employees to cease such action.



## ARTICLE 6 - NO DISCRIMINATION

### 6.1 No Discrimination

In the administration of this MOU, neither the Employer or the Union shall discriminate against any employee, or applicant for employment or membership, because of his or her religious affiliation, marital status, physical or mental disability, national origin, citizenship, age, race, color, creed, gender, gender identity, sexual orientation, genetic makeup, political or union affiliation, status as a Vietnam-era, disabled or other veteran, or any other basis protected by federal, state or local law.

## ARTICLE 7 – GRIEVANCES

### 7.1 Definition of Grievance

The Employer and Union recognize early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees, the Union, or the Employer. All parties shall act in good faith and strive for objectivity while endeavoring to resolve grievances at the earliest step in these procedures.

- a) A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding, the Housing Authority's Employee Handbook or other governing workplace policies or procedures, or the Employer's infringement of an employee's legal right, to be free of discrimination, harassment or retaliation in matters affecting the working conditions of the employees covered by this agreement, except as excluded under Article 7.1(b). The employee and/or Union may grieve any suspension, demotion or termination. A written warning may be grieved up to level three. The employee may not appeal a written warning beyond level three of the grievance process. [LCW19]
- b) Exclusions: [LCW20]
1. Disciplinary actions that involve counseling notices and/or actions less than a written warning.
  2. Probationary Release of an employee.
  3. Position reclassification.
  4. Workload
  5. Performance evaluations, examinations, qualification and performance requirements.
  6. Items requiring capital expenditures.
  7. Items requiring meet and confer process.
  8. Matters not within the scope of Article 7.1(a).

### 7.2 Grievance Time Limits

- a) Employees and supervisors shall be bound by the procedural time limits set forth below. Time limits may be extended or waived only by written agreement of both parties. If the parties are unable to reach an agreement on time limit extensions or waivers, the matter may be referred to an arbitrator as provided below and the arbitrator may determine the appropriate time limits.
- b) In calculating time limits, the first day to act is the first calendar day after the event triggering the time limit, and if the last day to act is not on a working day the time limit will be extended to and include up to the next business day.
- c) A working day is a day that the Employer is open for business, which includes in-service days.

### 7.3 Grievance Presentation

- a) Employees shall have the right to present their own grievance or may do so through an applicable representative of their own choice. Grievances may also be presented by a group of employees or by the Union or by the Employer. No grievance settlement may be made in violation of an existing law, written policy, memorandum

of understanding, nor shall any settlement be made which affects the rights or conditions of other workers represented by the Union without notification to and consultation with the Union.

The Union shall be provided copies of individual or group grievances and formal responses to same. Such grievances may not proceed beyond the Second Level without written concurrence of the Union. The Union shall have the right to appear and be heard in all individual or group grievances at any step. Upon the Employer's request, the Union shall appear and be heard in such grievances at any step.

- b) Union grievances shall comply with all Article 7 provisions and procedures. The Employer shall not be required to reconsider a grievance previously settled with an employee if reevaluated by the Union.

#### **7.4 Grievance Procedural Steps**

The following procedures shall occur and govern all grievances:

##### **A. First Level - Informal Grievance**

An employee is encouraged to request in writing an informal meeting with his/her immediate supervisor or outside of the bargaining unit on any act, condition, or circumstance which is causing the employee dissatisfaction and to seek action to resolve the grievance before it serves as the basis for a formal grievance.

The informal meeting shall be held within five (5) working days of the date of the supervisor's receipt of the request. The employee may be accompanied by a union representative at the informal meeting.

Any resolution reached at the informal step must be in accordance with this MOU and applicable laws, and shall not set precedence.

##### **B. Second Level - Formal Grievance**

Within twenty (20) calendar days of the occurrence or discovery of an alleged grievance, the Union shall present the grievance in writing to the Employer's Human Resources Manager or Employee Relations Officer.

Each formal grievance must be signed in writing by the individual employee, or group of employees' (based on the same occurrence) and a Union representative. The written grievance shall contain information which identifies:

1. The aggrieved.
2. The specific nature of the grievance.
3. The time or place of its occurrence.
4. The law, policy or MOU term alleged to have been violated, improperly interpreted, applied or misapplied.
5. The steps taken to informally resolve.
6. The corrective action desired.
7. The name of the person or representative chosen by the employee to enter the grievance.

If more than one (1) employee files a grievance based on the same occurrence, the Employer, at Employer's discretion may combine grievances for purposes of the Statement of Decision.

The parties shall meet within ten (10) working days of the submission of the formal written grievance (Formal Grievance Meeting). A Union Representative will be present if requested by an employee. The Employer will be represented by the Department Director. The Department Director shall respond to the identified grievant in writing stating the decision made, within ten (10) working days from the Formal Grievance Meeting, and provide a copy to the representative identified pursuant to #7 above, if any. The copy to the employee shall control time limits thereafter.

**C. Third Level - Appeal Process**

If the employee is not satisfied with the decision, the employee (with SEIU's concurrence) may appeal the decision, in writing, to the Executive Director within fifteen (15) working days of the date of the Employer's written decision. The employee may not add to or change the content of the formal grievance as submitted in the Second Level.

The Department Director, or a designee different from the one who heard the Second Level appeal, shall render a written decision to the employee, concerning each issue grieved, within fifteen (15) working days of the Employer's receipt of the Third Level appeal. Copies of the decision shall be provided to the employee and Union Representative who handled the grievance at the Second Level.

**D. Fourth Level – Mediation**

In the event the employee is not satisfied with the decision at the Third Level, or if no written decision has been rendered within fifteen (15) working days of the employee's appeal to the Executive Director, the employee and the Union Representative may proceed to mediation. The Union shall provide the Executive Director with a written notice of mediation. Within five (5) business days of the Employer's receipt of the Union's notice of mediation, the parties shall meet and confer to agree on a mediator. If the parties cannot agree on a mediator, the parties shall contact the State of California Department of Industrial Relations Mediation and Conciliation Service for appointment of a mediator. The Union and the Employer shall share the cost of the mediation on a 50/50 basis. The parties shall endeavor to conduct the mediation within forty-five (45) days of contact with the mediator. The mediation proceedings shall be confidential, and not precedential or binding in any way.

**E. Fifth Level – Advisory Arbitration**

If the parties do not reach an agreement at the Fourth Level – Mediation, the parties shall then schedule a meeting to select a mutually agreeable arbitrator, or if they are unable to agree on an arbitrator within twenty (20) working days after the Union notifies the Executive Director, a selection shall be made from a list of five (5) names provided by the California State Mediation and Conciliation Services at the Union's request. The parties shall alternatively strike names until only one remains. Each side will bear its own costs and attorney's fees, if any. The decision of the arbitrator shall be advisory to the Housing Authority's Board of Commissioners.

## **7.5 Grievance Withdrawal**

An employee or his/her representative may withdraw the grievance at any stage of the Grievance Process by giving written notice to the Employer representative who last took action on the grievance, with a copy to the Executive Director or his/her designee.

## ARTICLE 8 - HEALTH AND SAFETY

### 8.1 Safe Workplace

- A. The Employer shall provide a safe workplace, consistent with reasonable standards provided by federal and state law. The Employer shall maintain a Risk Control Management Program and Injury/Illness Prevention Program.
  
- B. Every effort will be made to reduce the possibility of injury or assault of agency employees. In the event that an employee is being harassed or threatened by a member of the public in the workplace, the employee must immediately report the harassment or threat to the employee's supervisor and/or manager, and/or security guard, as appropriate. The Employer will take effective remedial action, including, but not limited to: immediate intervention with the hostile visitor, call the security guard for assistance, call the police, escort the hostile visitor to their vehicle, or provide an escort for the employee to their vehicle.

In the event that an employee in the field is in imminent danger, the employee should call 911 to ensure his or her safety. Once the employee is safe, he or she will notify their supervisor and/or manager.

### 8.2 Employee Compliance

The Employer requires all employees to comply with all occupational health and safety regulations and policies applicable to their employment, as well as the Employer's Risk Control Management Program and Injury/Illness Prevention Program and any additional safety rules promulgated by the Employer.

Employees violating regulations or the Employer's safety programs or rules will be subject to appropriate disciplinary action.

### 8.3 Medical Examinations

The Employer may require medical examinations for employees assigned to specific classifications. Medical examinations for employment applicants will only be required after a conditional offer of employment is made.

The medical information and history will be kept separate from the Personnel file and treated as a confidential medical record. However, as necessary, Department Directors and Supervisors will be informed regarding necessary reasonable accommodations and medical conditions. First aid and safety personnel will be informed when the disability may require emergency treatment.

### 8.4 Safety Committee

The Safety Committee will be comprised of both management and bargaining unit members. There will be a minimum of two (2) bargaining unit members on the committee.

## ARTICLE 9 - SENIORITY AND LAYOFFS

### 9.1 Seniority

Seniority shall be defined as an employee's date of hire with the Employer. Date of hire shall be defined as first day worked as a regular employee. Seniority shall be adjusted for all time on leave without pay and shall not be adjusted for any time on pregnancy disability leave, workers' compensation absence or military leave.

Employee's seniority shall not be affected because classifications have been re-titled or eliminated.

### 9.2 Consideration of Layoffs

When the Employer determines that a reduction in force is imminent within the bargaining unit the Employer shall give the Union advance notice as is reasonable under the circumstances. Employer's notice shall describe the job classifications that may be affected and the date of the Board meeting when the reduction in force will be discussed, if applicable. ~~Upon the Union's written request, t~~The Employer will meet with the Union representatives to discuss any ~~alternatives/impacts.~~ [LCW21]The parties will use their best efforts to hold the meeting prior to the Board meeting for the Board's consideration of the reduction in force, if applicable. Once the Employer makes the decision to reduce its workforce by laying off one or more bargaining unit members, the parties shall meet and confer over the impacts. The Employer will prepare a seniority list based on the definition in Article 9.1, and provide it to the Union at least one business day before taking any action based on the seniority list (i.e., issuing Notice of Reduction in Force to an affected employee).When one or more workers performing the same class is to be laid off, the order of lay off shall be:

#### A. Order of Layoffs and Recall

Temporary workers performing work normally performed by bargaining unit workers will be terminated before layoff of regular employees.

Employees will be laid off in reverse order of seniority in their classification.

Employees subject to layoff may bump into a lower classification previously held by the employee if the employee has more seniority in that classification when combined with their current classification than another employee in the lower classification.

A laid-off employee has recall rights, by seniority, to any vacancy in any classification where s/he was a regular employee who had successfully completed the probationary period for that position. Recall rights last for one (1) year after the employee has been laid off. During that year, employees on the recall list for a certain classification shall be offered vacancies in that classification in order of seniority before any promotions or new hires of employees not on the recall list can be made by the Employer. Employees on the recall list who reject an offer of reinstatement into their classification shall be placed at the bottom of the recall list. When recalled they will be placed at the same step in the salary range for their classification as held at the time of layoff.

If two or more employees are laid off from the same classification, the employee with the greatest seniority, as defined in Article 9.1 above, will be recalled first.

**B. Vacancies/Transfers**

Employees can transfer into vacant positions that the Housing Authority intends to fill in their classifications before being laid off.

**C. Notice of Layoffs**

Employees subject to layoff shall be given at least twenty (20) days in which the Housing Authority is open for business notice prior to the effective date of the layoff. The Union shall receive concurrent written notice; concurrent written notice meaning written notice on the same day as the affected bargaining unit members receive their notice of the impending layoff date.

**9.3 Internal Recruitment Opportunities**

During the recall period, a laid off employee may apply for a vacancy in any other job classification for which s/he is qualified and will be offered an interview with the internal applicants.



## ARTICLE 10 -WAGES

### 10.1 Wages

~~Effective July 1, 2014, all SEIU members, that are employed by June 15, 2014, will receive an increase due to a pay step or pay grade change resulting from the implementation of the classification and compensation study in accordance with Appendix A.~~

~~Effective the first full pay period of the second year of this Agreement, all SEIU pay ranges will be adjusted by 2.5%. Following implementation of the pay range adjustment, all SEIU unit members pay will be adjusted accordingly.~~

~~Effective the first full pay period of the third year of this Agreement, all SEIU pay ranges will be adjusted by 2.5%. Following implementation of the pay range adjustments, all SEIU unit members pay will be adjusted accordingly.~~

Effective <sup>[LCW22]</sup> the beginning of the pay period following Board approval or -the beginning of the pay period that follows July 1, 2017 (whichever is later), all SEIU members will be placed in the salary grade of the salary schedule with the implementation of the classification and compensation study (12.510% above market) in accordance with Appendix A.

Effective the beginning of the pay period that follows July 1, 2017, unit classifications will receive a 2.5% salary increase. <sup>[KD23]</sup>

Effective the beginning of the pay period that follows July 1, 2018, unit classifications will receive a 2.5% salary increase.

Effective the beginning of the pay period that follows July 1, 2019, unit classifications will receive a 2.5% salary increase. <sup>[KD24]</sup>

### 10.2 Payday

Employees are paid biweekly on alternating Fridays. If a payday falls on a holiday, the preceding workday shall be the designated payday.

### 10.3 Salary Increases

#### A. Promotion or Upward Classification

Upon promotion or upward classification, the employee will receive a salary adjustment to either the minimum of the new classification or to a step in the range of the new classification that results in an increase of no less than ten percent (10%), whichever is greater. In no event may an employee receive a salary adjustment that will exceed the maximum of the salary range assigned to the employee's new position. If an employee does not pass probation, the employee may return to his/her previous classification.

#### B. Performance Increases

Performance increases shall be considered based on performance as evaluated by the employee's immediate supervisor. The performance increases shall not

exceed one step. Performance increases may be considered: (1) upon completion of the probationary period, (2) upon completion of Step I of the assigned range, and (3) each year on the anniversary of the employee's eligibility from his/her last performance salary increase or completion of each twelve months of continuous service, whichever is later, until the top step of the range is reached, unless the employee has been promoted or the position classified upward.

#### 10.4 Out-of-Class-Work

Employees who are required to perform all of the duties in a higher classification will be paid at an adjusted rate, beginning the first day of the reassignment provided that the employee's supervisor has authorized the out-of-class assignment in writing. These assignments shall not be made to fill regular position vacancies except during that period required to fully complete the position evaluation process, recruitment/selection process, or for vacation and leave relief. ~~Salary for an employee required to work in a higher classification will be adjusted upward to a step within that range which will provide an increase of approximately 5% over his/her regular salary. Out of class pay will be provided as 5% differential pay calculated off the employees' current base rate of pay.~~ [LCW25] Employees will not be asked to work out of class longer than ninety (90) days unless extended by mutual agreement. Upon completion of the assignment to a higher classification, the employee shall return to the same classification and step of the salary range held before the assignment.

The Employer reserves the right to assign an employee some out-of-class duties and may correspondingly compensate the employee for performance of these duties. If a regular employee who does not have training in his/her job description is assigned to train another employee s/he shall receive a 5% differential for all hours spent training.

#### 10.5 Bilingual/Bi-literate Differential

A ~~one hundred forty dollar (\$140)~~ two hundred (\$200) per month differential will be granted to qualified bilingual and bi-literate employees. A ~~seventy dollar (\$70)~~ one hundred (\$100) per [LCW26] month differential will be granted to qualified bilingual employees. The maximum differential amount for employees with both bilingual and bi-literate skills is two hundred (\$200) per month. An employee is qualified to receive the differential if:

1. Public contact requires continual citing and explaining information in a language other than English or when translation of written material in another language is a continuous assignment; and
2. The Employer has a designated need for a bilingual and/or biliterate employee; and
3. The employee is certified for the designated need in the language that the Employer has designated as necessary.

An employee who is certified as bilingual is one with a demonstrated ability to converse fluently in a language other than English, as determined by the attainment of a passing score on an Employer approved examination.

An employee who is certified as biliterate is one with a demonstrated ability to communicate in writing in a language other than English with sufficient skill to convert all routine materials from one language to another, as determined by the attainment of a passing score on an Employer approved examination.

If more persons are certified as bilingual and/or biliterate than are currently designated as necessary, the Employer shall select the employee who will receive the differential based upon the employees' seniority as long as the employees' service records and relative efficiency are equivalent.

The Employer will determine whether an employee shall receive either a bilingual differential or a bilingual and biliterate differential. Employees will not receive separate differentials for being bilingual and biliterate. The differential may be removed when the criteria ceases to be met for two consecutive pay periods.

4. The Employer reserves the right to designate an employee to receive the differential in case of an urgent need as determined by the Employer.

5. Employees designated and compensated for bilingual/biliterate pay will perform these functions as part of and in addition to their regular workload. As bilingual/biliterate services are needed, employees will provide these services and will not be permitted to opt out of providing bilingual/biliterate services.

6. The Employer reserves the right, at its sole discretion, to remove the differential and end the bilingual/biliterate services of the employee if there are deficiencies in the employee's work performance or for any other reason. Removal of bilingual/biliterate pay is not subject to the grievance process or any other appeal process.

#### **10.6 Payroll Errors**

All payroll errors brought to the attention of the Employer shall be remedied with payment to the employee within one (1) business day upon verification of the error.

### **ARTICLE 11 - HOURS OF WORK & OVERTIME**

#### **11.1 Hours of Work**

Daily and weekly work schedules may vary, on occasion, according to the time requirements of specific work assignments. Workload assignments will be made on the basis of an average forty (40) hour work week, excluding meal periods.

#### **11.2 Meal Periods and Rest Breaks**

The authorized daily meal period shall be at least thirty (30) minutes and not more than one (1) hour for employees who work in excess of five (5) hours that day. Each employee may take a fifteen (15) minute rest period each morning and afternoon. Rest periods shall not be taken at the beginning or end of a work period, and time not used for rest periods shall not be accumulated and used at a later time.

#### **11.3 Overtime**

Overtime is defined as the authorized actual hours worked beyond the scheduled workweek. Overtime will be paid as wages, consistent with current federal and state

law. Actual hours worked excludes any time that is accrued or earned (e.g. vacation, holidays, or sick time) for the purpose of computing overtime pay for on-call work consistent with Article 11.6 below.

When overtime is required and is authorized by the Employer, compensation for such time worked shall be computed at the rate of one and one-half hours for every hour of overtime worked.

#### 11.4 Call-Back Pay

An employee who is called back to work after the end of his/her regular workday shall be compensated for all time actually spent responding to a call to return to work. Time actually spent responding to a call includes travel to and from the worksite and location at time of call. All 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 will be paid for a minimum of two (2) hours.

#### 11.5 Alternative Work Schedule

By mutual agreement, employees may work alternative work schedules consistent with the Employer's needs.

For employees working the 9/80 work schedule, each employee's designated FLSA workweek (168 hours in length) shall begin exactly four (4) hours after the start time of his/her eight (8) hour shift on the day of the week that corresponds with the employee's alternating regular day off<sup>[LCW27]</sup>.

#### ~~11.6 On-Call<sup>[LCW28]</sup>~~

~~An off duty (non-exempt) employee who is required to be available to return to work as called, is in on-call status. Employees shall be compensated for scheduled on-call.~~

~~1. Employees who are periodically scheduled by management to be on-call shall receive an on-call allowance when so scheduled.~~

~~On-call status for employees shall be credited as follows:~~

~~a) 8:00 a.m. to 5:00 p.m. One (1) hour~~

~~b) 5:00 p.m. to 12:00 a.m. One half (1/2) hour~~

~~c) 12:00 a.m. to 8:00 a.m. One half (1/2) hour~~

~~2. Normal on-call service periods shall be as follows:~~

~~a) On-call status for a normal non-holiday weekday (Monday through Thursday), has a service period from 5:00 p.m. of the designated day to 8:00 a.m. of the next day.~~

~~b) On-call status for a normal weekend has a service period from 5:00 p.m. Friday to 8:00 a.m. of the next Monday.~~

- ~~c) On-call status for a holiday other than a Monday or Friday holiday, has a service period from 5:00 p.m. on the day proceeding the day celebrated as the holiday to 8:00 a.m. the day following the holiday. The service period for a Monday holiday is 8:00 a.m. Monday to 8:00 a.m. Tuesday. The service period for a Friday holiday is 5:00 p.m. Thursday to 5:00 p.m. Friday.~~
- ~~d) On-call service periods for those assigned to schedules that create weekdays, weekends or holidays other than within their weekdays, weekends or holidays consistent with a), b), and c) above.~~

## ARTICLE 12- HOLIDAYS

### 12.1 Schedule of Holidays

The following holidays shall be established as paid holidays:

Holiday	Observed
New Year's Day	January 1 <sup>st</sup>
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	March 31 <sup>st</sup>
Memorial Day	Last Monday in May
Fourth of July	July 4 <sup>th</sup>
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25 <sup>th</sup>

In addition to the twelve (12) holidays listed above, employees will receive a floating holiday leave bank as approved annually by the Board of Commissioners so that the combined hours for the observed holidays and the holiday leave bank total ONE HUNDRED TWELVE (112) hours (the floating holiday leave bank must be taken in whole day increments). Any remaining time below eight (8) hours must be used on the same day. Holiday hours accrue throughout the year and will be prorated according to the employee's date of hire. The floating holiday leave bank will expire on December 31.

Established holidays which fall on a weekend or Friday closure day will be observed on an open Friday, Thursday, or the following Monday in order to maximize the holiday leave bank hours. Holidays, which fall during a vacation period or when an employee is absent because of illness, will not be charged against the employee's vacation or sick leave balance, provided the employee is in paid status and is eligible to receive a paid holiday.

To receive holiday pay, an eligible employee must be in an active paid status (including vacation and sick leave) at least one-half of the maximum hours of paid service (excluding holiday hours) available during the pay period in which the holiday(s) fall. Holidays that are observed on a scheduled nine (9) hour work day shall be paid to the employee as a nine (9) hour holiday. Holidays that are observed on a scheduled eight (8) hour work day shall be paid to the employee as an eight (8) hour holiday.

**ARTICLE 13 – VACATION**

**13.1 Eligible<sup>[LCW29]</sup> Employees**

All full-time employees are eligible to accrue paid vacation hours (at the rate shown in 13.2) upon completion of six (6) months of continuous employment.

~~Effective the first full pay period of July 2014, a~~ All full-time employees will receive a deposit of 40 hours of paid vacation hours upon completion of six (6) months of continuous employment.

**13.2 Vacation<sup>[LCW30]</sup> Accrual Rate**

~~All~~ Employees ~~in pay grades 11 and below~~ will begin accruing vacation hours on the first day of the seventh month of continuous employment as shown below.

Months/Years of Service:	Hours Accrued per Year	Hours Accrued per pay period
7 <sup>th</sup> -24 <sup>th</sup> month	80	3.08
<del>25<sup>th</sup> month</del> <sup>2<sup>nd</sup></sup> - 4 <sup>th</sup> year	104	4.00
5 <sup>th</sup> – 9 <sup>th</sup> year	136	5.24
10 <sup>th</sup> – 14 <sup>th</sup> year	160	6.16
15 <sup>th</sup> – 19 <sup>th</sup> year	184	7.08
20+ years	208	8.00

~~Represented employees in pay grades 12 and above will begin accruing paid vacation hours on the first day of the seventh month of continuous employment as shown below.~~

Months/Years of Service:	Hours Accrued per Year	Hours Accrued per pay period
<del>7<sup>th</sup> -12<sup>th</sup> month</del>	<del>80</del>	<del>3.08</del>
<del>1<sup>st</sup> -<u>2<sup>nd</sup></u> -4<sup>th</sup> year</del>	<del>120</del>	<del>4.62</del>
<del>5<sup>th</sup> -9<sup>th</sup> year</del>	<del>144</del>	<del>5.54</del>
<del>10<sup>th</sup> -14<sup>th</sup> year</del>	<del>160</del>	<del>6.16</del>
<del>15<sup>th</sup> -19<sup>th</sup> year</del>	<del>184</del>	<del>7.08</del>
<del>20+ years</del>	<del>208</del>	<del>8.00</del>

### 13.3 Vacation Use

Vacation is intended to provide an employee the opportunity for rest and recreation. Vacation leave shall not be used if it has not been earned by the end of the current pay period.

If an employee or immediate family member requires medical attention or hospitalization while on vacation, the employee may request conversion of his/her vacation time to sick leave pay. Verification of medical treatment and/or hospitalization must be provided to Employer so that the appropriate vacation accruals can be credited to the employee's vacation balance. Hours must be taken in full day increments.

Vacation accruals must be used when sick leave accruals have been exhausted during absences, including bereavement, but not required during extended medical leaves.

### 13.4 Vacation Scheduling

All employees are required to submit vacation requests to their supervisor electronically through the time and attendance system. When possible the electronic request should be made at least five (5) working days in advance of the desired vacation dates. The Employer recognizes that employees may encounter emergency situations, on occasion, which will result in vacation requests with less than five (5) working days of the request; the Employer agrees to consider these requests for approval, given the emergency circumstances.

The Employer must maintain adequate coverage of jobs and staff requirements, and will make the final determination as to the approval of vacation dates. The Employer will make a reasonable effort to accommodate an employee's desired vacation request. Employer will endeavor to approve or deny vacation requests within five (5) working days of the request. Vacation requests will not be unreasonably denied. Subject to supervisor approval, an employee may modify their work schedule within the same day in conjunction with vacation.

### 13.5 Vacation Accrual

Eligible employees may not accrue more than three times their current annual accrual rate.

Upon reaching the maximum amount of accrued and unused vacation, further vacation accruals will stop until the employee either takes vacation time off or requests a Vacation Payout in lieu of time off. Employees shall not be reimbursed for vacation that was not accrued while the employee was at the vacation accrual cap.

### 13.6 Vacation Payout in Lieu of Time Off

Employees may request a vacation payout in lieu of time off not to exceed ~~thirty (30) days~~ two hundred forty hours [LCW31] of accrual annually. The employee must have taken at least five (5) consecutive days off within the immediate previous 12 months (roll-back) period, a combination of vacation, performance based leave, off Friday, and holiday closures are acceptable. Weekends are excluded in the calculation of consecutive days off. Vacation payout must be requested in whole eight (8) [KD32] ~~a minimum of twenty~~ hour increments and received by October 15<sup>th</sup>, February 15<sup>th</sup>, and/or June 15<sup>th</sup> and will be processed with the first regular pay day of the following month [LCW33] following approval of the request. An employee may request a vacation payout at a different time



then the three specific dates if: 1) the employee will exceed their vacation cap prior to the next payout date; 2) the employee has not requested a vacation payout more than three (3) times in the preceding year; and 3) the minimum payout is 40 hours.

### **13.7 Vacation Pay Upon Separation From Employment**

All accrued but unused pro-rated vacation hours shall be paid to the employee upon separation from employment. In the event an employee is deceased, the vacation accruals will be paid to the employee's estate, or individual designated by the employee.

## ARTICLE 14 - LEAVE POLICIES

### 14.1 Sick Leave

Sick leave provides compensation to eligible employees who are unable to work because of illness or injury or illness or injury of an immediate family member. Time off for medical and dental appointments for employees or their immediate family members will be treated as sick leave.

#### A. Eligible Employees

Employees in paid status begin accruing sick leave upon employment in the sum of ninety-six (96) hours of sick leave per year. Sick leave will continue to accrue up to 700 hours. Upon reaching the maximum amount of accrued and unused sick time, further sick time accruals will stop until the employee uses sick leave and the accruals fall below the sick leave cap. Once the employee's sick leave accruals falls below the cap, the employee will resume accruing sick leave at the normal rate.

#### Sick Leave Pay Out Upon Death or Retirement

Upon death the employee's designated beneficiary shall be paid up to ~~sixty (60) days~~<sup>[LCW34]</sup> ~~four hundred eighty (480) hours (480)~~ of accrued sick leave at the rate of 50% of the equivalent cash value (one-half day's pay for one day accrual). All accrued balances beyond 60 days shall be paid off at the rate of 12-1/2% of the accrued cash value (one hour's pay for one day accrual).

Upon retirement the employee may choose to be paid ~~sixty (60) days~~<sup>[LCW35]</sup> ~~four hundred eighty (480) hours~~ of accrued sick leave at the rate of 50% of the equivalent cash value (one-half day's pay for one day accrual). All accrued balances beyond ~~60 days~~<sup>[LCW36]</sup> ~~four hundred eighty (480) hours~~ shall be paid off at the rate of 12-1/2% of the accrued cash value (one hour's pay for one day's accrual).

#### Sick Leave Pay Out Upon Layoff or Resignation

Upon resignation or lay-off, employees with ten (10) or more years of service, shall be paid up to ~~sixty (60) days~~<sup>[LCW37]</sup> ~~four hundred eighty (480) hours~~ of accrued sick leave at the rate of 35% of the equivalent cash value. All accrued balances beyond ~~60 days~~<sup>[LCW38]</sup> ~~four hundred eighty (480) hours~~ will be paid off at the rate of 12-1/2% of the accrued cash value.

Upon dismissal for cause, no sick leave shall be paid and accruals are forfeited.

#### B. Requesting and Reporting Sick Leave

The Employer may require a supporting statement from the attending medical practitioner if the request for sick leave is in excess of three (3) working days. The Employer may require a supporting statement from the medical practitioner for absences of less than three (3) working days if there is ~~reason to suspect abuse~~<sup>[LCW38]</sup> ~~misuse~~. It shall be the responsibility of each employee absent from duty due to illness or injury to notify his/her immediate supervisor on the first day of absence and each day of the absence (and each day of the absence) at least one hour before the time he/she is scheduled to begin working for that day.

#### C. Use of Sick Leave

Sick leave shall not be used if it has not yet been accrued. With Supervisors approval an employee may flextime within a given workday to accommodate medical and other medically related appointments that cannot be scheduled outside of work hours. Accrued sick leave may be used for medical and dental appointments for the employee or their immediate family members. Employer understands that some medical appointments may take longer than previously scheduled. The employee shall communicate the need for additional time as soon as possible on the same day of knowledge that an extension is needed. Employees may, with supervisor approval, use accrued sick leave due to illness or emergency during a work day without it being considered unauthorized time off. [LCW39]

An immediate family member is defined as wife, husband, domestic partner, mother, mother-in-law, father, father-in-law, daughter, daughter-in-law, son, son-in-law, brother, sister, grandparent, grandchild, stepparent, stepchild, or other individual living in the immediate household.

**D. Sick Leave and Workers' Compensation**

When an employee is awarded temporary disability benefits as the result of a job related illness or injury, he/she may use accrued sick leave to make up the difference between the amount of the daily Workers' Compensation temporary disability benefits paid and their regular salary.

In the event the employee's payments received from accrued sick leave and Workers' Compensation benefits exceed the employee's normal salary, the employee shall reimburse the Employer for such overpayment and the employee's sick leave shall be credited with the appropriate hours.

**E. Sick Leave and State Disability Insurance (SDI)**

When an employee is determined eligible for SDI benefits he/she may use accrued sick leave to make up the difference between the amount of SDI benefit paid, and the employee's normal salary immediately prior to the disability. In the event the employee's payments received from accrued sick leave and SDI benefits exceed the employee's normal salary, the employee shall reimburse the Employer for such overpayment and the employee's sick leave shall be credited with the appropriate hours.

**14.2 Bereavement Leave** [LCW40]

All unit employees will be allowed three (3) days paid leave and an additional five (5) days of non-paid leave taken from the employee's accrued vacation leave balances because of the death of any member of his/her immediate family, as defined in Article 14.1 C.

If an employee is required to travel in excess of 350 miles for the bereavement leave, the employee will be provided with an additional two (2) days of paid leave. Verification of out of town travel may be required by the Employer.

**14.3 Pregnancy Disability Leave**

The Employer shall provide Pregnancy Disability Leave to eligible employees in accordance with federal, state, and local laws. The employee will not receive holiday pay

nor accrue vacation and sick leave time during the leave. Vacation and sick leave will begin to accrue upon the employee's return to work.

#### **14.4 Family and Medical Leave**

The Employer shall provide Family Medical Leave (FMLA) to eligible employees in accordance with federal, state, and local laws. The employee will not receive holiday pay nor accrue vacation and sick leave time during the leave. Vacation and sick leave will begin to accrue upon the employee's return to work.

#### **14.5 California Family Leave (CFRA)**

The Employer shall provide California Family Leave (CFRA) to eligible employees in accordance with federal, state, and local laws. The employee will not receive holiday pay nor accrue vacation and sick leave time during the leave. Vacation and sick leave will begin to accrue upon the employee's return to work.

#### **14.6 Administrative Leave**

Administrative Leave is paid mandatory leave. An employee may be placed on an Administrative Leave when such leave is in the best interest of the Employer, as determined by the Employer.

A notice of intended action will be issued to the employee prior to the effective date of the action.

The Employer may require an employee who is deemed incapacitated for work due to illness or injury, to submit to an examination by a designated physician at the expense of the Employer. Pending the results of the examination, the Employer may require the employee to take a leave of absence.

#### **14.7 Personal Leave of Absence**

Personal Leaves of Absence may be granted to employees at the discretion of the Employer. Such leaves of absence shall be without compensation; however, the employee may use applicable leave accruals. Personal leave of absence may be for a specified length of time, not to exceed twelve (12) months.

All requests for a leave of absence must be submitted on a Leave of Absence Request form at least 30 day in advance (except in the case of an emergency) to Human Resources. The requesting employee will receive a written response within 10 working days. The final decision for granting a personal leave of absence will be by the Human Resources Director.

An employee who takes other employment during the period of any leave of absence granted to him/her without approval of the Employer thereby forfeits all rights to reinstatement.

In considering an employee's request for a personal leave of absence, the overall best interests of the Employer and its business needs will be the primary considerations.

Employees on a Personal Leave of Absence for twelve (12) months, upon return to work, shall be reinstated in the position held before the leave, or in a similar position of

the same salary, salary range and status, unless the position held by the employee was subject to a reduction in force. In that case, they have full rights under Article 9.

Personal leave beyond twelve (12) months may be granted due to unusual or special circumstances. However, the Employer shall have no obligation to the employee to return the employee to his/her pre-leave position where such leave exceeds twelve (12) months. Failure to return from Personal Leave on the required date of return shall be considered a voluntary resignation.

The employee will not receive holiday pay nor accrue vacation and sick leave time during the leave. Vacation and sick leave will begin to accrue upon the employee's return to work. An employee granted a personal leave of absence will not be eligible for benefits provided by the Employer such as medical and dental. Benefits may be extended during leave through employee timely payment of premiums. Continuation of insurance will be in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA).

#### **14.8 Military Active Duty, Military Training, and Military Spousal Leave**

##### **A. Military Active Duty Leave**

The Employer shall provide Military Active Duty Leave to eligible employees in accordance with federal, state, and local laws. Employees shall present official orders for military-related leaves to Human Resources as soon as received.

##### **B. Military Training Leave**

The Employer shall provide Military Training Leave to eligible employees in accordance with federal, state, and local laws. Employees shall present official orders for military-related leaves to Human Resources as soon as received.

##### **C. Military Spousal Leave**

The Employer shall provide Military Spousal Leave to eligible employees in accordance with federal, state, and local laws. Employees shall present official orders for military-related leaves to Human Resources as soon as received.

#### **14.9 Leave for Jury Duty and Subpoenas**

Employees who have been summoned for jury duty or subpoenaed as a witness must return to work immediately after being dismissed from court when on leave for jury duty or response to a subpoena.

##### **A. Leave for Jury Duty**

Employees shall be allowed to take leave without loss of wages, vacation time or sick leave for the purpose of responding to a summons for jury selection or serving on a jury for which the employee has been selected, subject to the limitation that an employee shall receive paid leave to serve on a jury not more than once during a calendar year. An employee who responds to a summons for jury duty and who is not selected as a juror shall not be deemed to have performed jury duty.

All reimbursement received for jury duty shall be turned over to the Employer. Payment to the employee for travel expense may be retained by the employee.

No employee shall be paid more than his/her regular pay as a result of jury duty service.

The employee is required to notify his/her immediate supervisor, or the supervisor's designee, when he/she has received a jury summons and when his/her jury service is completed. The employee is required to provide his/her supervisor with a copy of the jury duty summons.

**B. Leave for Response to a Subpoena**

Employees shall be allowed to take leave without loss of wages, vacation time or sick leave when responding to a subpoena to testify in court if the subpoena relates to the Employer's business and the employee is not an adverse party in the litigation.

Employees who respond to a subpoena for a personal matter relating solely to non-Employer business, or where the employee is an adverse party, shall not be compensated by the Employer for such time lost from work. Such absence from work may be charged to either accrued vacation time or the employee may request a personal leave of absence.

The employee is required to provide his/her immediate supervisor or the supervisor's designee a copy of the subpoena.

**14.10 Time Off for Voting**

Employees who cannot otherwise vote because of their work schedule are entitled to a two (2) hour absence in order to vote. Voting leave must be requested two (2) days prior to the day of the election. The Employer may designate the time of the absence at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least amount of time for the regular working shift, unless otherwise mutually agreed. The time should be reported as time worked and is not charged against vacation or sick leave. Employees may be required to provide reasonable proof of voting as a condition of compensation. Requests for time off for voting will not be arbitrarily denied.

**14.11 Emergency Duty as a Volunteer Firefighter**

The Employer will grant an unpaid Leave of Absence for employees taking time off to perform emergency duty as a volunteer Firefighter. This time off may be taken without pay or, upon request, charged to the employee's vacation accrual.

**14.12 Industrial Injury**

The Employer will consider modified work assignments and leave for necessary continued treatment for industrial injuries in full accordance with state and federal laws.

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## ARTICLE 15 - BENEFITS

### 15.1 Health Insurance

All represented employees shall have access to participate in the Employer group Medical, Dental and Vision Plan (collectively Health Insurance). Eligibility of employees and dependents for any health insurance coverage as well as the extent of coverage is governed by the insurance policies in effect at the applicable time. Employees may obtain coverage for spouses and domestic partners.

#### A. Medical Coverage<sup>[KD41]</sup>

~~Effective January 1, 2015, [The<sup>[LCW42]</sup> Employer will pay a maximum of \$1,730<sup>[KD43]</sup>\$1,780 a month for all unit classifications toward premiums for medical coverage<sup>[LCW44]</sup>. (Employer Coverage Cap) for the remainder of the agreement for pay grades 6 and above. For pay grades 5 and below, effective January 1, 2015, the employer will pay the employer coverage cap subject to an annual increase of 50% of the medical coverage premium increase for the average of the two lowest cost family plans. Medical coverage will be for the employee and his/her dependents (excluding any supplemental acupuncture/chiropractic policy premium cost that the Employer may elect to provide).<sup>[LCW45]</sup> The medical contribution includes the CalPERS statutory minimum.~~

#### B. Continued Coverage

The Housing Authority will continue making contributions for employee group health benefits during their FMLA Leave on the same terms as if they had continued to work. This means that if employees want their benefits coverage to continue during their FMLA Leave, they must also continue to make any premium payments that they were required to make for themselves and their dependents as if they were working. Dependent coverage will be discontinued if the employee fails to make timely premium payments.

The twelve (12) weeks starts the date the leave begins, and may be used once per year for pregnancy disability leave or personal leave. Continuation of insurance beyond twelve weeks will be in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA).

#### C. Health Care Waiver Plan

An employee, who has the opportunity to receive medical coverage from another source, may waive the Housing Authority medical coverage as follows:

1. A worker who waived medical coverage for self and family must do so for the entire plan year, unless a qualifying COBRA event occurs, if allowed by the insurance carrier. If the COBRA event time has passed the employee may enroll during the open enrollment period.
2. The employee must present evidence of alternative medical coverage that meets the minimal essential coverage requirement under the Affordable Care Act.<sup>[LCW46]</sup>
3. ~~Beginning in January 2014, a~~An employee who waives medical coverage will be compensated, at a minimum, as follows:



\$150 per month for employee only  
\$325 per month for employee plus one  
\$425 per month for employee plus 2 or more dependents

~~4. [LCW47] A new hire may waive health benefits and will receive the level of payment for the health care waiver as would otherwise be indicated by their category of coverage if they had not waived medical coverage.~~

## 15.2 Dental Insurance

All employees shall be covered by a dental plan as designated by the Employer. Eligibility of employees and dependents for coverage as well as the extent of coverage is governed by the insurance policy in effect at the applicable time.

### A. Cost

The total cost of such coverage for both employees and all family members shall be paid by the Employer.

### B. Continued Coverage

During periods of authorized, unpaid leave, the Employer will continue dental insurance coverage on the same basis as for medical coverage.

## 15.3 Vision Care

All employees shall be covered by a vision care plan as designated by the Employer. Eligibility of employees and dependents for coverage as well as the extent of coverage is governed by the policy in effect at the applicable time.

### A. Cost

The total cost of such coverage for both employees and all family members shall be paid by the Employer.

### B. Continued Coverage

During periods of authorized, unpaid leave, the Employer will continue vision coverage on the same basis as for medical coverage.

## ~~15.4 Chiropractor/Acupuncture Coverage~~

~~If the Employer elects to offer chiropractic/acupuncture coverage, the Employer shall pay the monthly premium cost up to the cost for the employee only. To avoid a family premium charge for this coverage, the employee may opt for single coverage [LCW48].~~

### ~~Continued Coverage~~

~~During periods of authorized, unpaid leave, the Employer will continue chiropractic/acupuncture coverage on the same basis as with medical coverage.~~

## 15.5 Life Insurance and Long Term Disability Insurance

The following Life Insurance and Long Term Disability Insurance coverage is provided to regular full-time employees upon application:

1. Group Term Life Insurance coverage is \$50,000. The policy will have an Accidental Death and Dismemberment rider of equal face value;

2. Additional Life Insurance is available for higher death benefits, dependent coverage or optional types of policies at the expense of the employee.

The premiums for this additional insurance will be paid as a payroll deduction;

3. Long Term Disability Insurance coverage provides 66 2/3% of the employee's regular monthly salary, to a \$7,500 /mo. maximum, after ninety (90) days of disability. The benefit is payable until the end of the disability; death; voluntary retirement; or the end of the maximum benefit period (at least age 65), whichever is earlier.

The Employer will continue to offer a supplemental life insurance program.

#### 15.6 **Social**<sup>[LCW49]</sup> **Security and Retirement Plan**

All employees are covered by Social Security (FICA) provisions.

The Employer has enrolled in the California Public Employees Retirement System (CalPERS) Miscellaneous Retirement Plan. For classic employees (generally, those employees who were enrolled in CalPERS retirement plan prior to January 1, 2013), the retirement plan is 2% @ 55 Supplemental Formula. For non-classic employees (generally, those employees who were new to CalPERS retirement plan on or after January 1, 2013), the retirement plan is 2% @ 62 Supplemental Formula. The Employer will continue to provide one employee who opted out of CalPERS continued coverage under VALIC. The Employer and employee payment responsibility will be the same for classic employees regardless if the employee is enrolled in CalPERS or VALIC.

Non-classic employees are required to pay at least 50% of the normal cost of CalPERS retirement, which is determined by CalPERS annually.

~~Prior to July 1, 2014, the classic employee's payment responsibility was 7% which was paid for by the Employer. Effective the beginning of the pay period that includes July 1, 2018 the beginning of the pay period following Board approval of the MOU, Classic employees (employees in CalPERS and VALIC) will assume a portion of their employee payment responsibility based upon the following schedule: contribute 6% (as the member contribution) to CALPERS/VALIC. Member contributions will be deducted on a pre-tax basis. Effective the beginning of the pay period that includes July 1, 2019, Classic employees (employees in CALPERS and VALIC) will contribute 7% (as the member contribution) to CALPERS/VALIC.~~<sup>[KD50]</sup>

- ~~Beginning July 1, 2014 — The employee's contribution to CalPERS/VALIC will be 1% of their wages with the remaining 6% paid by the Employer.~~
- ~~Beginning the first full pay period in July 2015 the employee's contribution to CalPERS/VALIC will be 3% of their wages with the remaining 4% paid by the Employer.~~
- ~~Beginning the first full pay period in July 2016 the employee's contribution to CalPERS/VALIC will be 5% of their wages with the remaining 2% paid by the Employer.~~

### 15.7 Retirement Benefits

Upon retirement, qualified employees and spouses/domestic partners are eligible for continued medical coverage up to the Employer Coverage Cap in effect on the date of the employee's retirement as follows:

1. Retired employee must be at least 62 years of age and have 20 years of continuous employment with the Employer to receive coverage as follows:

<b>Age at Retirement</b>	<b>Years of Employment at HACSC</b>		
	<b><u>20-25</u></b>	<b><u>25-30</u></b>	<b><u>Over 30</u></b>
	<b>(Percentage of net premium paid by HACSC)</b>		
62	80%	90%	100%
63	85%	95%	100%
64	90%	100%	100%
65	100%	100%	100%

2. Medical provider at the time of retirement will be the same medical provider during the final year of employment unless the employee moves from the plan service area. In the event the employee moves out of the plan service area, a supplemental medical plan will be made available at that time.
3. Participation in Part A and Part B of the Medicare plan available at the time of retirement is a requirement of the plan.
4. The surviving spouse or domestic partner may continue to purchase medical coverage after the death of the retiree at the surviving spouse/partner's expense.

### 15.8 Workers' Compensation Insurance

Workers' Compensation Insurance is carried by the Employer on all employees for job-related illness and injuries.

### 15.9 State Disability Insurance

State Disability Insurance is made available to all employees for illness or injuries not related to the job, or when Workers' Compensation is at a rate less than the daily benefit amount for disability insurance.

### 15.10 Deferred Compensation

The Employer will continue the deferred compensation program.

## **ARTICLE 16 - MILEAGE AND EXPENSE ALLOWANCE**

### **16.1 Reimbursement for Expenses**

The Employer will reimburse employees for reasonable and appropriate expenses incurred by employees in the furtherance of authorized Employer business. Employees shall obtain approval in advance of incurring expenses.

The Board of Commissioners establishes per diem rates of reimbursement for meals purchased by employees in the furtherance of Employer business.

Mileage may be claimed as an expense if the employee provides verification to the Employer that s/he had a valid driver's license and insurance coverage at the time the expenses were incurred. Mileage shall be reimbursed at the maximum rate allowed by the Internal Revenue Code.

### **16.2 Car Damage Policy**

Any Employee whose personal vehicle is damaged in a collision with another vehicle while the Employee is performing duties within the course and scope of Housing Authority business shall be reimbursed for such damage up to \$500 provided: (1) the employee was not in violation of any California State Vehicle or Penal Code Section, (2) the driver of the other vehicle is responsible for the accident as verified by a police report, and (3) the amount to be reimbursed by the Employer is not recoverable under any insurance policy available to the employee. The employee must provide verification of the cost of the damage to the Employer prior to reimbursement.

Employees who are required to drive company vehicles shall be covered by the Employer's insurance policy if the employee is performing duties within the course and scope of employment.

## **ARTICLE 17 - SAVINGS CLAUSE**

If any provisions of this MOU should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with, or enforcement of, any provision should be restrained by any tribunal, the remainder of this MOU shall not be affected thereby.

The parties shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement for such provision, if needed.

~~ARTICLE 18~~ ~~RESERVED~~ [LCW51]

## ARTICLE 198 - PRINTING OF THE MEMORANDUM OF UNDERSTANDING

### 198.1 Printing Design and Costs

~~The [LCW52] MOU will be available online. The parties agree to share equally the cost of printing a maximum of 125 bound that SEIU will provide copies to its members and Management will provided copies to management employees copies of the Memorandum of Understanding.~~ The design and format shall be jointly determined. The Memorandum of Understanding will be printed not more than sixty (60) days after it is signed.

## **ARTICLE 2019 - DISCIPLINARY ACTIONS**

### **19.1 Definition of Disciplinary Action**

Except for probationary employees (see Article 1.2A), bargaining unit members may be disciplined for cause only. Disciplinary action by the Employer may consist of verbal counseling (documented), written warning, suspension, demotion or termination. The Employer may impose any, all, some, or none of the foregoing disciplinary actions prior to termination of employment. The Employer shall follow a sequence of progressive discipline whenever possible.

### **2019.2 Definition of Progressive Discipline**

The primary purpose of progressive discipline is to address the employee's need to improve and/or change his or her job performance and/or conduct. Progressive discipline is not intended to punish an employee. The goal of progressive discipline is to improve employee performance and/or conduct. Progressive discipline is most successful when it assists an employee to become an effectively performing member of the organization.

### **2019.3 Progressive Discipline Process**<sup>[LCW53]</sup>

In the handling of disciplinary matters, the Employer shall utilize the progressive discipline process, which typically occurs in the following order:

- Verbal or Written Counseling (documented)
- Written Warning
- Demotion
- Suspension
- Termination

A copy of all written discipline including written warnings, demotion, suspension or termination shall be sent to the Union office within five (5) days or at least five (5) days prior to the effective date of disciplinary consequences or hearings.

### **2019.4 Counseling and Written Warnings**

#### **Counseling**<sup>[LCW54]</sup>

In the event that an employee's performance or conduct is unsatisfactory or needs improvement, verbal or written counseling shall be provided by his/her immediate supervisor. Counseling shall be separate from on-going worksite dialogue and should address performance or conduct which, if not improved, may eventually result in further disciplinary action. When the situation allows counseling, counseling shall be issued prior to any written warning being issued. Documentation of such counseling shall be given to the employee at the time of counseling and may be placed in the employee's personnel file. Under normal circumstances, counseling shall be between the employee and the supervisor.



### Written<sup>[LCW55]</sup> Warnings

If after counseling the employee's performance or conduct has not improved, a written warning shall be prepared by the supervisor including specific suggestions for corrective action, if appropriate. A copy shall be given to the employee and a copy filed in his/her personnel file. No written warning shall be placed in the employee's personnel file unless such written warning is issued within thirty (30) calendar days of Employer's knowledge of the incident, which is the subject of the written warning. If the incident is in the nature of a series of violations the 30 days shall commence from the last violation (i.e. violation of the Punctuality, Absenteeism and Tardiness Policy). Written warnings will not include suspension, demotion or termination. Employees shall have the right to meet with their supervisor and/or Human Resources to discuss the factual content of the written warning and/or submit a written statement to the supervisor and Human Resources within ten (10) working days of receipt. The employee's statement will be attached to the written warning and placed in their personnel file.

### 19.5 Notice and Process

Each disciplinary action other than verbal or written warnings shall be preceded by a written Notice of Disciplinary Action given to the employee (and a copy sent to the Union Office when it involves demotion, suspension or termination) prior to the effective date of the discipline. The employee shall have the opportunity to respond in writing through the grievance procedure describe in Article 7.

### 1920.6 Burden of Proof

The Employer shall bear the burden of proof that discipline was for cause.

### 1920.7 Personnel Files

The Employer shall maintain a personnel file for each employee. An employee's personnel file shall not contain materials about any disciplinary action recommended but not taken or disciplinary action overturned by the grievance procedure.

No disciplinary action will be taken against employees based solely on actions occurring more than one year ~~ago, from date of knowledge.~~<sup>[KD56]</sup>

No disciplinary action will be taken against employees based solely on actions occurring more than one year from the time the Employer first learns of the employee's conduct.

Employees are entitled to one free copy of any document that is placed in the personnel file. The employee will be charged for the cost of additional copies. Employees are entitled to review their personnel files at reasonable times and intervals, or to authorize review by their representatives at reasonable times and intervals by appointment in the presence of an employee from Human Resources, ~~as set forth in Article 4, Article 7~~<sup>[LCW57]</sup> ~~of this Memorandum of Understanding.~~

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## **ARTICLE 240 - TUITION REIMBURSEMENT**

### **204.1 Eligibility for Tuition Reimbursement Program**

If sufficient funds are available and budgeted, regular employees are eligible to participate in the tuition reimbursement program for total or partial reimbursement provided the Executive Director or designee determines that the education and training is:

- Related to the employee's occupational area or has demonstrated value to the Authority;
- Through an accredited educational institution/program and is a required course for a degree; and
- That the employee's performance meets the minimum requirements of their position or the employee has had no documented disciplinary action taken against him/her within the two years prior to the application. Documented discipline is a written warning or above for purposes of this section.

### **240.2 Application Procedure**

Employees interested in participating in the program must submit a completed application for Educational Assistance/Tuition Reimbursement, available in the Human Resources Department, and forward it to the Human Resources Department by the date specified. Tuition reimbursement will be awarded to all eligible applicants as budgeted funds permits; if eligible applications exceed funding availability, award will be on a lottery basis.

### **240.3 Reimbursement and Restrictions**

Reimbursement, if approved, shall be made when the employee completes the course or training and receives a passing grade of C or better or passing certification, as appropriate. Reimbursement will be restricted to registration fees for tuition costs and books listed in the course description as required to complete the class or course.

### **240.4 Exclusions**

Excluded from this program are:

- Late fees and interest for delayed payment plans.
- Transportation, parking, electronic equipment, or recording devices.

### **240.5. Repayment by Employee**

If an Employee voluntarily terminates employment with the Housing Authority and received tuition reimbursement assistance, he/she will be required to complete the necessary paperwork to reimburse the Housing Authority in full for any tuition assistance received during the last twelve (12) months prior to his/her departure.

## ARTICLE 221 - JOB DESCRIPTIONS

### 212.1 Maintenance of Job Descriptions

The Employer shall maintain descriptions setting forth job duties in accordance with duties necessary to perform the job. The Employer will notify the Union and the employee of changes in job descriptions.

### 221.2 Provision of Descriptions

At the time a worker commences work or is assigned a new position he/she will be provided with a job description outlining the duties and assignments of that position as an aid to understanding the requirements of the new job. Job descriptions shall be made available to the Union upon request.

### 221.3 Training

Each classification in the Bargaining Unit will have opportunities for training that will be offered on an equal basis. These opportunities may include job-specific training, professional growth, and opportunities to increase job knowledge for new technologies or advances.

### 221.4 Reclassifications<sup>[KD58]</sup>

All position descriptions shall be reviewed as needed to assure they reflect business process changes, the current content of the position, and correct assignment of an employee to a classification. Permanent changes to the content of a position may lead to a change in its classification. New classifications shall be created, abolished, revised or combined by the Housing Authority as the needs of the Housing Authority change<sup>[LCW59].-[LCW60]</sup>

Such reclassifications shall be approved by the Executive Director. Additionally, upon reclassification of filled positions, the Executive Director shall determine whether the action constitutes an upward, lateral or downward movement of the level and compensation of the position.<sup>[LCW61]</sup>

The Employer shall give employees subject to a reclassification at least twenty (20) working days (days in which the Housing Authority is open for business) prior notice to the effective date of the reclassification. The Union shall receive concurrent written notice, meaning written notice on the same day as the affected bargaining unit members of the impending reclassification date.

Following the Union's receipt of the notice of reclassification, the Employer will meet and confer with the Union regarding the impact of the reclassification to the employee. The employee will be required to work in the reclassified position on the effective date of the reclassification notice.<sup>[LCW62]</sup>

When the position is reclassified and adjusted to a higher pay grade the employee will retain their position (Step) within the new range.

When the position is reclassified and adjusted to a lower pay grade the following may be applied: 1) retention of the Employee's salary if it is within the new pay grade; or 2) adjustment of the Employee's salary no lower than the maximum step of the new pay

grade. Downward pay grade adjustments will not be effective until thirty calendar days after the effective date of the reclassification.

## ARTICLE 234 - POSITION VACANCIES

### 234.1 Posting of Vacancies

Vacancies for bargaining unit positions will be posted for ~~five (5)~~ three (3) [LCW63] working days before advertising outside the Housing Authority of the County of Santa Clara. Each qualified internal applicant shall be interviewed and given consideration for the position. Internal applicants may still apply beyond the three days until the position opening is closed.

### 234.2 Notice to the Union

The Employer will provide one (1) copy of the job posting to the Union office at the time of posting.

### 234.3 Transfers

Before a vacancy is filled by promotion or external appointment, employees currently employed in the same classification may apply for transfer into the vacant position. The most senior employee requesting it shall be transferred provided the employee meets the minimum qualifications for the position and the employee has not had any documented disciplinary action taken against him/her within the past two years. Documented discipline is a written warning or above for purposes of this section.

### 234.4 Promotions

Each qualified internal applicant shall be interviewed and given consideration for the position if the employee has not had any documented disciplinary action taken against him/her within the past year. Documented discipline is a written warning or above for purposes of this section.

Upon promotion, an employee will be placed on the step in the new classification that provides an increase of not less than ten (10) percent. After promotion, an employee must serve a probationary period before becoming a regular employee in that classification.

## **ARTICLE <sup>[LCW64]</sup> 24 – LABOR MANAGEMENT MEETING**

~~The Executive Director or designee and up to two (2) management representatives will meet with up to three (3) bargaining unit members regarding work related issues if requested for up to two hours each quarter during work hours. The work related issues shall be submitted to each party three (3) working days prior to the meeting.~~

## **SEIU NEW LANGUAGE PROPOSALS**

### Caseload Standard <sup>[KD65]</sup>

The employer will strive to establish and distribute an equitable workload ~~distribution~~-based on staff abilities with the goal of improving the to ensure quality of customer service to be delivered to the community. The employer and the union will jointly ~~establish a committee to~~ review workload ~~on and its effect on customer service a semi-annual basis to review workload and the affect it is having on quality customer service as part of the labor management meetings~~ outlined in Article 4.4.

### Longevity Pay <sup>[KD66]</sup>

<sup>[KD67]</sup>

## **HACSC NEW LANGUAGE PROPOSAL**

The Employer <sup>[KD68]</sup> will pay members a one-time \$500 signing bonus the second pay period in July 2017 if HACSC's proposal dated 6/20/17 is ratified by the SEIU membership no later than noon on Monday, June 26, 2017.

## APPENDIX A – LIST OF CLASSIFICATIONS IN BARGAINING UNIT

See LCW69 attached spreadsheet.



**APPENDIX B – SIGNATURE PAGE**

~~This agreement has been approved both by the members of SEIU Local 521 employed by the Housing Authority of the County of Santa Clara (HACSC) on August 13, 2014, and the HACSC Board of Commissioners on September 23, 2014.~~

**TENTATIVE AGREEMENT BETWEEN SEIU LOCAL 521 NEGOTIATING TEAM AND HACSC NEGOTIATING TEAM ON 6/21/17**

\_\_\_\_\_  
For SEIU Local 521

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For the Housing Authority of the County of Santa Clara

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For SEIU Local 521

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