

# MEMORANDUM OF UNDERSTANDING

BETWEEN THE



HOUSING AUTHORITY OF THE CITY OF OAKLAND, CALIFORNIA

and



SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021

ASSISTANT PROPERTY ADMINISTRATORS,  
HOUSING ASSISTANCE REPRESENTATIVES &  
HOUSING ELIGIBILITY SPECIALIST

JULY 1, 2022 – JUNE 30, 2025

MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 THE HOUSING AUTHORITY OF THE CITY OF OAKLAND, CALIFORNIA  
 AND  
 SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021

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**TABLE OF CONTENTS**

---

**SECTION I ■ RECOGNITION ..... 3**

**SECTION II ■ NO DISCRIMINATION ..... 3**

**SECTION III ■ UNION RIGHTS ..... 4**

**SECTION IV ■ WORK SCHEDULES ..... 6**

**SECTION V ■ VACATIONS ..... 8**

**SECTION VI ■ HOLIDAYS ..... 10**

**SECTION VII ■ LEAVES ..... 11**

**SECTION VIII ■ PERSONNEL PROVISIONS ..... 14**

**SECTION X ■ COMPENSATION ..... 21**

**SECTION XI ■ DISCIPLINE AND DISCHARGE ..... 23**

**SECTION XII ■ INSURANCE PLANS ..... 24**

**SECTION XIII ■ RETIREMENT BENEFITS ..... 26**

**SECTION XIV ■ BENEFITS ..... 27**

**SECTION XV ■ GRIEVANCE PROCEDURE ..... 28**

**SECTION XVI ■ HEALTH AND SAFETY..... 31**

**SECTION XVII ■ MISCELLANEOUS PROVISIONS..... 32**

**SECTION XVIII ■ DURATION ..... 35**

**SECTION XIV ■ SUCCESSORS AND ASSIGNS ..... 35**

**SIDE LETTER – ME TOO ..... 40**

**SIDE LETTER – HOUSING ELIGIBILITY SPECIALIST I AND II POSITIONS ..... 41**

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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE HOUSING AUTHORITY OF THE CITY OF OAKLAND, CALIFORNIA  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021

ASSISTANT PROPERTY ADMINISTRATORS AND HOUSING ASSISTANCE REPRESENTATIVES UNIT

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By and between the Housing Authority of the City of Oakland, California, hereinafter referred to as the "Authority," and the Service Employees' International Union, Local 1021, for Assistant Property Administrators, Housing Assistance Representatives and Lead Housing Assistance Representatives hereinafter referred to as the "Union," and both collectively referred to as the "parties."

The parties, in the interest of standardizing conditions of employment on the properties coming under the jurisdiction of the employer, hereby agree to and adopt the following articles governing wages, hours, and other terms and conditions of employment for all employees in the bargaining unit consisting of as described in Appendix A of this Memorandum of Understanding.

**SECTION I ■ RECOGNITION**

The Authority hereby recognizes Service Employees International Union (SEIU), Local 1021 (formerly SEIU Local 790) as the sole and exclusive representative, within the scope of representation as described in Government Code Section 3500 et al (Meyers-Milias-Brown Act), as amended, of all employees employed in the classifications of Assistant Property Administrators, Lead Housing Assistance Representatives and Housing Assistance Representatives.

All employees covered by this MOU occupy the positions in Appendix A. The duties and responsibilities of each classification are set forth in job descriptions maintained by the Authority which are available to employees and Union representatives upon request.

**SECTION II ■ NO DISCRIMINATION**

The Authority and the Union agree that they shall not discriminate against any employee or applicant for employment on account of race, color, political or religious creed, sexual orientation, age, national origin, marital or veteran status, or other protected categories under the law.

The Authority agrees not to discriminate against any employee because of membership in, or activities on behalf of, the Union. Union activities shall not interfere with the normal operations of the Authority.

The Authority is committed to providing employees with a workplace free of sexual harassment.

**SECTION III ■ UNION RIGHTS****A. Current Membership List**

The Authority shall supply the Union with a written notice of names and classifications of new employees, and the names of employees terminated, not later than the 10th day of the following month.

**B. Payroll Deduction**

The Authority will deduct the amount of Union regular and periodic dues and service fees and insurance premiums as may be specified by the Union under the authority of an authorization card furnished by the Union and signed by the employee. Said deduction, together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Union office.

**C. Access to Employees**

Union representative(s) shall be granted by the Department Director reasonable access, to the extent possible, to employee work locations, for the purpose of contacting members concerning business within the scope of representation. Such access shall not interfere with the operation of the department and shall not be unreasonably withheld.

**D. Shop Stewards (Union Representatives)**

The Union may appoint up to three (3) Union representatives who shall be allowed reasonable time from the performance of their duties during working hours without loss of pay, subject to prior approval by the immediate supervisor, to process grievances and to conduct union business within the scope of representation. The Union shall provide a current list of Union representatives regularly updated to the Authority. The Authority shall not unreasonably deny approval of time off to perform duties under this section.

In addition, Union representatives shall be permitted to attend training sessions sponsored by Local 1021. Union representatives shall receive paid time off from work to attend the training sessions. Such training sessions shall not exceed three (3) full days per contract year. The content of the training shall be generally related to the provisions of the Memorandum of Understanding. The Union shall advise the Authority two (2) weeks in advance of the time and date of the training sessions.

**E. Bulletin Boards**

The Authority shall provide bulletin board space to the Union for the posting of Union notices.

**F. Meeting Space**

If time and availability permit, the Authority shall make available a conference room and other meeting areas for the purpose of holding union meetings during lunch periods. The Union shall give timely advance notice of such requests.

**G. New Hires**

The Authority will provide the exclusive representative the right to meet with new hires during the Authority's new hire orientation process.

If the Union cannot attend the Authority's new hire orientation process, the Authority agrees that the Union shall be provided mandatory access to all newly hired employees in person, or virtual on-boarding

meeting, as small as one individual, within the first seven (7) calendar days from date of hire during regular working hours and onsite. The employee shall not lose any compensation for this meeting. The Authority shall provide a minimum of a ten (10) calendar day notice, whenever possible, to the Union when a new hire has been issued their start date. The attending Union representative shall attend without loss of compensation. Union Designee(s), including but not limited to, Union representative, officers, stewards, and members, shall conduct these meetings. The Union will provide to the Employer the names of the Union representatives that will be designee(s) for the new hire orientations.

The Authority will also provide the exclusive representative the names(s) of the new hire(s), their classifications, work locations, contact information (address, telephone, number(s), email address(s), and job assignments to include title and department of the employee. The Authority will also provide this information for all employees working in bargaining unit classifications every one-hundred and twenty (120) days.

The Chapter President shall be notified on all communications between the Authority and the Union.

#### H. Joint Employer-Employee Relations Committee

The parties agree to establish two joint Employer-Employee Relations Committees for the purpose of exchanging issues of common interest. One committee shall be dedicated to issues related to bargaining unit employees in Property Operations, and the other shall be dedicated to issues related to Leased Housing.

Each committee shall meet on a quarterly basis, unless cancelled based upon mutual agreement by the parties. The Employee and Labor Relations Manager (ELRM) will be responsible for scheduling all meetings.

A written agenda shall be required before the scheduling of each meeting. The ELRM will also be responsible for coordinating an agenda for the meeting via communication with the union Business representative and Chapter President or their designee, and the management teams of Property Operations and Leased Housing.

The ELRM, Union Business representative, Chapter President and department director shall attend each meeting unless they designate someone to attend in their place. Dependent upon the agenda for the meeting, both the Union and the management team shall each select a maximum of three additional attendees for the meeting.

The parties agree that these meetings do not constitute meet and confer sessions.

#### I. Weingarten Rights

The Supreme Court has ruled that an employee is entitled to have a Union representative present during any interview which may result in discipline. These are called your Weingarten Rights.

1. You must request that a Union representative be called into the meeting.
2. You must have a reasonable belief that discipline will result from the meeting.
3. You have the right to know the subject of the meeting and the right to consult your Union representative prior to that meeting to get advice.

Do not refuse to attend a meeting if a steward is requested but denied. The Union suggests you attend

the meeting and repeatedly insist upon your right to have a Union representative present. If this fails, the Union suggests that you not answer any questions and take notes.

## **SECTION IV ■ WORK SCHEDULES**

### A. Work Hours and Lunch Periods

Work days, work hours and lunch periods are set forth in the Side Letter – Compressed Work Schedule attached hereto.

### B. Break Periods

Employees shall be granted two rest periods of fifteen (15) minutes each per work day.

### C. Overtime for all Classification Eligible for Overtime

The Authority retains the right to schedule overtime. Overtime shall be distributed as equally as possible on a voluntary and rotational basis by seniority per classification within the department. Overtime will be announced via email and/or board posting no later than 48hrs in advance of the scheduled overtime whenever possible. Regular employees shall be given the opportunity to work overtime before temporary employees.

#### *Extension of Shift*

Upon supervisor approval, an employee may continue to work overtime to complete a specific project to which an employee had been assigned, which will be exempt from the seniority provision of this article.

#### *Completion of Critical Work*

There are often assignments that are critical to our clients that cannot be left partially finished due to end of shift. Managers will notify employees of these types of assignments upon issuing the assignment. If this type of assignment is not able to be completed by the end of the employee's regularly scheduled shift, the employee will notify his/her supervisor as soon they become aware that the work cannot be completed. If the employee is unable to complete the work, the Authority may use contract and/or force account labor to complete the work.

### D. Meal Allowance

A meal allowance of \$8.00 shall be paid to employee if he/she is directed to perform work more than two (2) hours past scheduled time, or if called back to work for at least four (4) hours.

### E. Compressed Work Schedule for APAs/HARs

The parties have agreed that the Oakland Housing Authority will provide a 9/75 flexible schedule for employees employed in the APA and HAR classifications represented by the union with the following provisions:

Employees will work a work period of 75 hours within two (2) work weeks. The schedule will be six (6) work days consisting of eight and one-half (8.5) hours each day and three (3) work days consisting

of eight (8) hours. Employees will not be scheduled to work every other Friday (“Flex Friday”). The employee will have the option of selecting a thirty (30) minute or a sixty (60) minute lunch period. The work week will begin at the option of selecting a thirty (30) minute or a sixty (60) minute lunch period. The work week will begin at 12:01 p.m. on Friday and end at 12:00 noon the following Friday. The workweek is Monday through Friday.

The regular work hours will be 8:00 a.m. – 5:30 p.m. Monday, Tuesday, and Wednesday; and 8:00 a.m. – 5:00pm on Thursday and the working Friday with a 60 minute lunch period or 8:00 a.m. – 5:00 p.m. Monday, Thursday, and Wednesday; and 8:00 a.m. – 4:30 p.m. on Thursdays and the working Friday with a thirty (30) minute lunch period.

Employees may request to work a schedule to include a work period of 75 hours within two (2) work weeks as follows:

- 7:00 a.m. – 4:30 p.m. Monday, Tuesday & Wednesday; and 7:00 a.m. – 4:00 p.m. on Thursdays and the working Friday with a 60 minute lunch period OR
- 7:00 a.m. – 4:00 p.m. Monday, Tuesday & Wednesday; and 7:00 a.m. – 3:30 p.m. on Thursdays and the working Friday with a 30 minute lunch period OR
- 7:30 a.m. – 5:00 p.m. Monday, Tuesday & Wednesday; and 7:30 a.m. – 4:30 p.m. on Thursdays and the working Friday with a 60 minute lunch period OR
- 7:30 a.m. – 4:30 p.m. Monday, Tuesday & Wednesday; and 7:30 a.m. – 4:00 p.m. on Thursdays and the working Friday with a 30 minute lunch period OR
- 8:30 a.m. – 6:00 p.m. Monday, Tuesday & Wednesday; and 8:30 a.m. – 5:30 p.m. on Thursdays and the working Friday with a 60 minute lunch period OR
- 8:30 a.m. – 5:30 p.m. Monday, Tuesday & Wednesday; and 8:30 a.m. – 5:00 p.m. on Thursdays and the working Friday with a 30 minute lunch period

The Employer will determine each employee's work schedule based on operational necessity with consideration given to the employee's request. The Authority will consider requests for alternative scheduling due to personal hardships. No request will be unreasonably denied.

All hours worked in excess of the employee's regular number of working hours per day 8 or 8.5 hours or 37.5 hours per work week will be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. Any employee who intends to work hours in excess of his/her regular hours must have prior approval from department management.

Employees may choose to accrue compensatory time off at one and one half (1½) hours earned for each hour of overtime worked. A maximum of one hundred (100) hours can be accrued at any time. Compensatory time off may only be used with prior approval of the employee's supervisor. Compensatory time may not be automatically used to cover time off work.

Any remaining balance of compensatory time shall be paid out at time of separation from employment.

In the event any of the holidays listed in Section VI of the MOU fall on the Flex Friday, the previous working day will be observed as the holiday.



Holiday pay, personal leave and bereavement leave will be paid for the full number of hours the employee is scheduled to work on that day. Accrual rates for sick leave to accrue at 4.17 hours per biweekly pay period. An employee shall be entitled to be paid sick leave after one month's service. Sick leave may be accumulated from year to year, up to a maximum of 1,125 hours.

F. Telecommuting

Telecommuting is defined as an arrangement where employees perform their work one or more days per week from an alternate work site, such as the employee's home, via the Authority controlled mobile devices and within all OHA Policies and requirements.

An employee whose duties can be performed from home- may apply to participate in a telecommuting program. Which positions are able to participate in this program will be determined via Executive Director approval, and shall be considered a management right as stated in Section XVIII- Management Rights.

The Authority may end a telecommuting arrangement at any time, and an employee may request to exit the telecommuting program at any time. The Authority will respond to applications for telecommuting within 30 days. Telecommuting arrangements will not be denied or ended for an arbitrary or capricious reason.

Only employees without performance-based discipline in the last twelve (12) months, and with a satisfactory or higher performance evaluation will be considered for telecommuting. Opportunities for telecommuting within a work group will be distributed equitably among eligible employees.

In the event a represented employee has a good faith belief that a telecommuting request is denied for an arbitrary or capricious reason, or that an existing telecommuting agreement was terminated for an arbitrary or capricious reason, the member may appeal the decision with the Human Resources Director.

## **SECTION V ■ VACATIONS**

A. Vacation Accrual

1. Accrual Rates

Employees shall be allowed to take vacations according to the following schedule, subject to the approval of the Department Director, the time of which shall be determined with due regard to the employee's wishes and particular regard for department needs; provided, however, that no employee shall take vacation leave before such leave has been earned. An employee shall be eligible to take vacation after having been employed by the Authority for a period of six (6) months. The employee will then be allowed to take the amount of vacation accrued, except that vacation taken shall normally not exceed the amount of vacation due such employee based on the employee's tenure with the Authority, as follows:

2. Full-Time Employee Vacation Accrual Rates:

- a. Commencement of Zero (0) years of service to three (3) years of service, vacation

shall accrue at the rate of 75 hours annually (~2.885 hours per pay period) – 2 weeks

- b. Commencement of four (4) years of service to nine (9) years of service, vacation shall accrue at the rate of 112.5 hours annually (~4.327 hours per pay period) – 3 weeks
- c. Commencement of Ten (10) years of service to fifteen (15) years of service vacation shall accrue at the rate of 150 hours annually (~5.769 hours per pay period). – 4 weeks
- d. Commencement of Sixteen (16) years of service, vacation shall accrue at the rate of 187.5 hours annually (~7.211 hours per pay period). – 5 weeks

### 3. Maximum Accruals

Vacations may be accrued to a maximum of two years' accrual. No vacation credit shall be accumulated beyond this maximum, and no cash payments shall be made for any vacation credits beyond the applicable maximum. Maximum accrual shall be computed by combining an employee's rate of accrual in the current year and the immediately preceding year.

### 4. Pay Status for Vacation Credit

An employee must be on full-paid status at least three-quarters of the payroll period in order to earn vacation credit for that period.

### 5. Breaks in Service

For the purpose of computing a rate of accrual of vacation leave, a break in service of less than two (2) years shall have no effect. Breaks in service of more than two (2) years shall mean that employees so re-employed shall, for purposes of computing vacation, be treated as new employees.

For the purpose of computing length of service and determining eligibility for vacation at a higher accrual rate, time spent on extended military leave shall be counted as time spent in the service of the Authority.

## B. Vacation Usage

Scheduled vacation shall be taken in minimum increments of not less than one hour. Vacation used to supplement exhausted sick leave may be taken in one-hour increments.

## C. Sick Leave Supplement

Vacation may be used to supplement exhausted sick leave. In addition, if an employee is seriously ill during a scheduled paid vacation leave and provides verification from a treating physician confirming that the illness was commensurate with all or part of the scheduled vacation, such specific day(s) may be charged to sick leave, at the Department Director's discretion. Approval shall not be unreasonably denied.

## D. Payment Upon Separation from Employment

If an employee is separated from Authority service, s/he shall be paid for any vacation accrued prior to the time of separation. Payments for vacation accrued prior to death shall be made to the heirs or to the estate of a deceased employee.

E. Schedules

Consistent with the efficient operation of the Authority, each employee shall be given a preference as to the time of his/her vacation period whenever possible. Conflicts between employees over requested vacation times shall be settled on the basis of seniority within the department.

F. Vacation on a Holiday

In the event a holiday recognized by the Authority occurs during an employee's vacation period, the employee will not be charged vacation credits for that holiday.

G. Vacation Cash-Out

After one full year of service, an employee is eligible, on an annual basis during the months of June and December to cash out vacation. During the first five (5) years of service, an employee may cash one-half ( $\frac{1}{2}$ ) of his/her annual accrual up to a maximum of five (5) days. After completion of five (5) years of service, an employee may cash out one-half ( $\frac{1}{2}$ ) the annual accrual up to a maximum of 7.5 days. After completion of twelve (12) years of service, an employee may cash out one-half ( $\frac{1}{2}$ ) the annual accrual up to a maximum of nine (9) days. After completion of twenty (20) years of service, an employee may cash one one-half the annual accrual up to a maximum of ten (10) days.

## SECTION VI ■ HOLIDAYS

A. Days Observed as Paid Holidays

January 1	New Year's Day
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Third Monday in February	President's Birthday
Last Monday in March	Cesar Chavez's Birthday
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First Monday in September	Labor Day
September 9	Admission Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday After Thanksgiving	
December 25	Christmas Day

Also, each employee shall be entitled to one-half ( $\frac{1}{2}$ ) day off on the last scheduled work day prior to Christmas Day and on the last scheduled work day prior to New Year's Day.

In addition, Columbus Day (second Monday in October) shall be a floating holiday. The Authority will remain open for business on this day. Each year on Columbus Day, employees shall earn a floating holiday, which must be used by employees within one calendar year of that date. Use of the floating holiday shall be subject to advance approval from the Department Director and to operational needs.

Approval shall not be unreasonably withheld.

If an employee separates from service before having used his/her floating holiday, such holiday shall be compensated in cash at a straight time rate.

B. Eligibility for Holiday Pay

To be eligible for holiday pay, an employee must be in full-paid status the scheduled work day before and the scheduled work day after the holiday.

## **SECTION VII ■ LEAVES**

A. Sick Leave

Sick leave is paid leave granted for an authorized absence from duty to an employee who is unable to work because of personal illness or injury, illness in the family which requires the employee's absence from work, exposure to a contagious disease resulting in quarantine; childbirth; or appointment for medical or dental examination or treatments for self or immediate family. Sick leave may be taken in hourly increments.

1. Family Sick Leave – Kin Care

Employees may utilize accrued sick leave for care of a family member as specified above. The immediate family is defined as the employee's spouse, domestic partner, child, mother, or father. Consideration given to other family members shall not be unreasonably denied.

2. Sick Leave Accrual

Sick leave shall be accrued at the rate of eight (8) hours for each month of service. Each full-time employee shall be credited with one-half (½) day of sick leave for each completed payroll period. An employee must be on full paid status at least 3/4 of the payroll period in order to earn sick leave credit. An employee shall be entitled to use sick leave after one month of service. Sick leave may be accumulated up to a maximum of 150 days.

3. Employee Notification

It shall be the responsibility of each employee absent from duty to notify his/her supervisor by calling to leave a message on the 24-hour telephone number designated by the Department Director no later than one-half hour before the normal reporting time on the day of absence. Special circumstances, which render the employee unable to notify his/her Supervisor, shall be taken into account.

4. Integration with Disability Insurance

Sick leave pay shall be integrated with disability insurance payments. Only the amount paid by the employer in the form of sick leave pay shall be charged against the employee's sick leave credits. This integration, if desired, shall be requested by the employee.

5. Integration with Workers' Compensation Benefits

Sick leave may be integrated with Workers' Compensation benefits. This integration, if desired, shall be requested by the employee.

6. **Holiday During Sick Leave**

If an employee is absent on paid sick leave and an observed holiday occurs during such absence, that day shall not be charged against sick leave credits.

7. **Sick Leave Usage**

If an employee uses less than fifteen (15) hours of sick leave in a year, based on the anniversary date, he/she shall be awarded fifteen (15) hours of straight compensatory time off, effecting the following year.

B. **Bereavement Leave**

1. **Definition**

In the event of the death of a member of the immediate family of an employee; the immediate family being defined as the employee's mother, father, stepmother, stepfather, sister, brother (including half-brother, half-sister, step-brother, step-sister), spouse, domestic partner (of record), child (including adopted and stepchild), grandchildren, grandparents (including step-grandparents), and mother-in-law and father-in-law, the employee shall be granted bereavement leave for the purpose of attending the funeral or memorial services based on the following schedule:

- a. If the service is within the Bay Area, three (3) working days with pay will be allowed.
- b. If the service is outside the Bay Area, but within three hundred (300) miles of Oakland, leave is not to exceed four (4) working days with pay; or
- c. If the service is more than three hundred miles from Oakland or outside the State of California, leave is not to exceed five (5) working days with pay.

The employee shall submit a leave request to his/her supervisor in writing for bereavement leave, stating name and relationship of deceased, time off requested, location of service, and date of return. If an emergency situation requires the employee to leave the area before submitting a written request, the employee is required to notify the supervisor by telephone or email prior to the employee's next scheduled work shift day.

The Authority has the right to require proof sufficient to justify the use of bereavement leave. Such documentation must establish the relationship between the employee and the deceased.

Approval for such leave within the time limits specified shall not be unreasonably withheld.

C. **Jury Duty Leave**

Employees who are summoned to appear for jury duty shall notify his/her supervisor immediately upon receipt of such summons. Leave of absence with pay shall be granted to an employee who has been selected for jury duty, and from which s/he cannot be excused. An employee who serves on jury duty shall be paid his/her regular salary for the period of such duty, but except for transportation reimbursement, shall be required to turn over to the Authority fees received as payment for such jury duty.

**D. Military Leave**

An employee who is required to engage in active military training may receive up to thirty (30) calendar days of paid military leave, at the normal base rate of pay for his/her assigned classification, during each calendar year, provided, however, that each such employee has completed at least one full year of Authority service or one full year of combined active military service and Authority service at the time leave is granted. An employee shall submit a request in writing for paid military leave. The employee shall attach to his/her written request a copy of his/her military orders for duty.

**E. Leave of Absence Without Pay**

Leave without pay may be granted on the basis of one month's leave per completed year of service, up to a career total of (twelve) 12 months. Requests for leave without pay must be submitted in writing to the Department Director, who shall review the request and make a recommendation to the Executive Director. The Executive Director will approve or deny the request. Absences on approved leave without pay shall not be considered an interruption of service for purposes of determining appropriate vacation accrual rates or seniority.

**SECTION VIII ■ PERSONNEL PROVISIONS****A. Employment Definitions****Regular Employees**

A regular employee is an employee who has been appointed to a regular budgeted position and has completed an initial probationary period.

**Regular Probationary Employee**

An employee who has been appointed to a regular or project position and who has not completed the required probationary period.

**Temporary Agency Staffing**

Temporary Agency Staff (“Temps”) are not employees of the Authority. Temps are employed by a third-party vendor and assigned work on an as needed basis. Temps are not benefitted and may be released from their assignments at any time.

The Authority shall provide the Union Business Representative and/or a representative of his/her choosing with a monthly Temp status report notice via e-mail. This notice shall contain the name, department, and assignment dates any Temps that are performing bargaining unit work. This report shall be provided by the 10<sup>th</sup> day of each month.

In the event that a temp assignment must be extended beyond six (6) months, The Authority will notify the union within ten (10) business days of any such extension, and the reason for the extension, via e-mail.

**Project Employees**

A project employee is an employee whose position is funded by a special grant, through contract arrangements with other agencies, or temporarily funded by regular funds for a specific duration of time. Project employments shall not exceed a duration of twelve (12) months without specific

justification approved by the Director of Human Resources. Upon approval of such justification, the Human Resources department will notify the Union of the project employment extension. Upon request from the Union, the Authority agrees to meet and discuss the impact of the extension on bargaining unit work.

#### Provisional Employees

A provisional employee is an employee who has been appointed to a regular budgeted position, pending the establishment of a list of qualifiers. Provisional hires can only be made during an active recruitment. Provisional appointments may be granted for a period of up to six months. The time served in a provisional appointment is not counted toward the probationary period. Provisional employees who wish to obtain regular employment must apply through the regular selection process.

#### B. Probationary Period

Persons who are employed by the Authority in the classifications which comprise this negotiating unit shall serve a probationary period of six (6) months. During that period, the work of the probationary employee shall be monitored by his/her supervisor. A written performance evaluation shall be prepared within the employee's third (3rd) month of probationary employment, and at the beginning of the sixth (6th) month of his/her probationary employment. The contents of that evaluation shall be discussed by the probationary employee and the supervisor.

The probationary evaluation shall contain the supervisor's recommendation regarding permanent status for the employee. If permanent status is recommended and approved, the employee shall attain permanent status after completion of the sixth (6th) month of service.

If an employee's overall performance is rated meets minimum requirements or unsatisfactory, at the recommendation of the Department Director, the Executive Director may extend an employee's probationary period up to ninety (90) days in lieu of a probationary termination.

##### 1. Separation During Probationary Period

At any time during the probation, a probationary employee may be separated from the Authority's service, without any right to a hearing, a grievance, or an appeal.

##### 2. Promotional Probationary Period

If an employee is promoted from Level I to Level II (Journey level) in the Housing Assistance Representative classification or Lead Housing Assistance Representative classification or to the Assistant Property Administrator classification and s/he does not successfully complete the probationary period, the employee shall be returned to his/her previous position at the same salary level held prior to the promotion.

#### C. Promotion Process

Upon completion of at least two (2) years of continuous service a Housing Assistance Representative I whose most recent regularly scheduled performance evaluation has achieved an overall rating specified as "Meets Requirements" or better shall be promoted to the position of Housing Assistance Representative II.

In addition, an employee who has been formally disciplined in writing in the previous nine (9) months will not be considered for promotion.

Evaluations shall be completed on time. Any unwarranted delays which affect promotions or merit salary adjustments, shall be retroactive.

D. Job Posting

The Authority shall post on bulletin boards all advertised vacant positions. Such job announcements shall be posted not less than five (5) working days prior to the closing date.

If a list of qualifiers has been previously established for a promotional position within the Leased Housing and Office of Property Operations Departments, and a vacancy occurs, all bargaining unit employees on the List of Qualifiers shall be notified in writing of the vacancy by the Director of Human Resources.

E. Selection Process

Vacant Lead Housing Assistance Representative positions will be internally posted and externally advertised. Only current non-probationary, non-temporary employees of the Authority shall be considered internal candidates. Promotional probationary employees shall also be considered as internal candidates and be eligible to apply for a lead position.

The Authority will, to the extent feasible, select an internal candidate to the Lead position. However, if the Authority does not identify an internal candidate, the Authority will select an external candidate to the Lead position.

If an internal candidate is selected for the Lead position, he/she will serve a six (6) month probationary period. If the employee does not successfully pass the probationary period, he/she may be returned to his/her previous position, or to a position of comparable status at the same salary level held prior to the promotion.

F. Lateral Transfers

Written requests for lateral transfers may be submitted for any posted vacancies. Employees requesting such transfers shall be given consideration based on merit and ability. In the event more than one employee requests a lateral transfer for the same position, and merit and ability are determined equal, seniority may be used as a determining factor for selection.

G. Seniority

1. Definition

Authority seniority shall be the length of continuous service with the employer. Authority seniority shall be established from the original date of hire. Department seniority shall be the length of continuous service by an employee who is permanently assigned within the department by the Authority.

Department seniority shall be established from the original date of assignment to the department. The departments shall establish and maintain up-to-date seniority lists in the Human Resources Department.



## 2. Accrual

Seniority shall be retained, but shall not accrue, during any period of leave without pay. Seniority shall accrue for layoff purposes only for up to one year in the case of an employee on leave due to an industrial disability, or for up to ninety (90) calendar days when an employee is on leave without pay due to personal illness or injury.

## H. Relief in Higher Classification

Employees shall not be required to perform duties on a regular basis outside his/her job description without compensation for relief in a higher classification.

Any employee assigned to a relief in a higher classification shall be compensated according to one of the two following provisions:

1. Any employee who has been assigned by his/her supervisor, with the written approval of the Director of Human Resources, to assume and perform all the ordinary day to day duties and responsibilities of a position of higher classification shall be paid at the appropriate step in the higher classification which will guarantee the employee a minimum salary increase of ten percent (10%) above his/her regular rate of pay or the entry step in the higher classification, whichever is greater.
2. Any employee who has been assigned by his/her supervisor, with the approval of the Director of Human Resources, to assume selected duties, as opposed to the full range of duties of a higher classification and who, pursuant to such assignment, does perform those selected duties, shall be paid on a percentage differential which will reflect the additional duties assumed. The employee's Department Director shall recommend an appropriate percentage differential to the Director of Human Resources, who shall approve or modify the differential, as appropriate and consistent with Authority practice.
3. An employee shall receive relief in a higher classification commencing the first day of the assigned additional duties.

The Human Resources Department will create and maintain a list of employees interested in RHCs, and what positions/areas they are interested in. This shall be called the "RHC Interest List."

In the event that there is an active List of Qualifiers, RHCs opportunities shall be offered to internal candidates by score. In the event that more than one employee has the same score, the more senior employee shall be offered the opportunity.

If there is not an active list of qualifiers, the HR department will screen the RHC Interest List for qualified candidates based on interest in the higher classification. Qualified candidates will be interviewed by the supervising department in order of the date they expressed interest, then by seniority.

Employees with an active less than "meets expectations" evaluation, documented counseling

within the previous 6 months, a written warning within the past 12 months, or any higher level of discipline within the past 24 months, may not be considered for RHC opportunities.

If an employee is interviewed and not offered the RHC opportunity, the department director or his/her designee shall meet with the employee to explain why they were not selected, and provide guidance on actions the employee can take to better prepare for future opportunities.

If the RHC is designated to fill a permanently funded position, the RHC may only be offered for a maximum of six months at a time. If there are multiple candidates for the RHC opportunity, the opportunity shall be rotated every six (6) months. An RHC appointment back-filling a permanently funded position may only be filled for (12) months. RHC appointments generated due to a personnel action may be extended based on the requirements of the original action. Failure of an employee to successfully pass probation may not be considered as a reason for extension. An RHC appointment back-filling a person that has accepted a management position should be filled with a permanent employee within 6 months. The rotational aspects of RHC extending beyond 6 months are due to back filling a permanently funded position open due to a leave; not a promotion out of the unit.

The department director or his/her designee shall meet with each employee during a RHC at a minimum of once every 90 days to provide documented feedback on the employee's performance of his/her RHC duties.

In the event that the employee is performing all of the higher classification duties, and is promoted into the higher classification prior to the end of the RHC, the RHC period will count towards their probationary period.

I. Job Description Change

Upon request, by either party, the Authority shall meet and confer with the Union regarding any changes in job descriptions that impact upon wages. The Authority shall notify the Union of non-monetary changes in job descriptions.

J. Layoffs (including demotions in lieu of layoff)

1. 60-Day Minimum Notice

The Authority shall notify the Union in writing at least sixty (60) days before the elimination and reduction of OHA service which has an impact on bargaining unit members' wages, hours or working conditions. The parties shall begin to meet and confer concerning all issues relevant to the scope of representation within fifteen (15) working days of a request to meet and confer by the Union. Pursuant to this process, upon the request of the Union, the Authority will expeditiously provide in writing, all existing information concerning such a proposed service change.

2. 40-Day Minimum Notice

Any employee whose position is to be eliminated for any reason, including but not limited to lack of funds or lack of work shall be notified, in writing, with as much advance notice as possible but not less than forty (40) days prior to the effective date of the layoff, with the exception that

if a special grant or special funding is unexpectedly terminated, the OHA shall provide notice to both the Union and the employee within ten (10) days of the Authority becoming aware of the grant or fund elimination.

3. Request to Meet & Confer

Prior to any layoff, the Authority shall meet and confer upon the written request of the Union after receipt of a copy of the notice specified above, to consider any proposal(s) advanced as an alternative to layoff and/or on the impact of such layoff.

4. Minimum Notice for Displacement.

The Authority will provide no fewer than ten (10) business days' notice to employees who are subject to displacement due to layoffs.

5. In the event that the Authority deems it necessary to perform layoffs, the Authority agrees to meet and confer regarding temporary continuation of benefits and severance pay. Project and Temporary employees performing bargaining unit work shall be laid off before regular employees.

6. Seniority Bumping Rights

An employee with greater Authority seniority may bump an employee with less seniority in the same classification, or in a lower classification in the same classification series. A temporary or project employee may not bump a regular permanent employee regardless of higher seniority.

7. Reinstatement List

A reinstatement list shall be established for employees affected by layoff. Such reinstatement lists shall be utilized before any lists of qualifiers and shall be in effect for twenty-four (24) months from the date of layoff. Employees shall be recalled from the reinstatement list and shall be returned to the classification they held at the time of the layoff in inverse order of Authority seniority. Employees shall retain their seniority as of the effective date of the layoff if they are re-employed by the Authority within twenty-four (24) months from the date of the layoff.

8. Recall from Layoff

On recall from layoff, the employee shall be returned to the classification they held at the time of layoff. If the classification that the employee was laid off from is not available upon time of reinstatement they shall be reinstated in a classification that is as nearly comparable under the circumstances, including closely related lower classifications when vacant, and the employee has the required skills and qualification. Employees who are reinstated to a position in a lower salary range shall be paid at the Salary step closest to their previous rate without being less than the previous rate. If the employee's previous rate is higher than the maximum of the reinstatement position, the employee will be paid at the highest step of the reinstatement position.

9. Reversionary Rights

In the event that an employee is reinstated from layoff to a lower classification, the employee shall have reversionary rights to their previous classification for twenty-four (24) months after the date of reinstatement if the position becomes vacant during this 24 month time period.

K. Outside Employment

Full-time employees shall not be employed, work in, or be engaged in any job or activity which might be a conflict of interest with his/her Authority employment in any way.

It shall be the responsibility of the employee to advise the Director of Human Resources of any outside employment that conflicts with Authority employment. This information shall be considered confidential in nature.

No employee shall be engaged in any outside job, nor shall they be engaged in any non-job related activity without prior approval during the employee's regularly scheduled hours of work.

L. Personnel Files

Upon request employees shall be permitted access to their personnel file and will be allowed to make copies of any item therein. Upon request, letters of reprimand/discipline shall be purged from the official personnel file after a period of two (2) years from the date of the letter(s) of reprimand/discipline if there are no additional, similar or like written incidents resulting in a reprimand/disciplinary action during that two-year period with the exception of matters where disciplinary action resulted from a statutory violation.

M. Temporary Employees

An employee who is in a temporary position holds temporary status. A temporary position may also be a project position, which is funded by a special grant or other special funds, or temporarily funded by regular funds for a specific duration. A temporary appointment may be terminated at any time, without the Authority stating a reason for the termination. Temporary employees shall be exempt from the Agency Shop provision of the MOU.

It is the intent of the Authority that temporary appointments shall not exceed six (6) months. The Authority shall not attempt to extend the six (6) month period by replacing or exchanging temporary agency employees.

The Authority shall provide the Union Field Representative and Chapter President with a monthly Notice of Temporary Employee Status Report by department, date of hire, position, reason, and expected duration of the temporary assignment. Such report shall be provided by the 10<sup>th</sup> of the month.

In the event a temporary assignment is expected to exceed six (6) months, at the Union's request, the Authority and the Union will meet and confer over the reason for the expected extension of the temporary assignment.

Management will make every effort to hire a permanent employee in a vacant bargaining position within six (6) months.

N. Performance Evaluation

In the event an employee's performance is deficient in any area of performance and such deficiency (ies) would likely result in an annual performance evaluation rating(s) of less than "Meets Requirements", the supervisor shall meet with the employee to discuss the deficiency (ies) and provide input on the

employee's performance expectations.

In the event an employee would like to review areas of performance prior to his/her annual performance evaluation, an employee may ask the supervisor for a pre-evaluation meeting at least 90 days prior to the annual evaluation date.

O. Reassignment

Reassignment is defined as a lateral movement within the same classification. Supervisors who desire to reassign an employee within the same department may do so with the department director's written approval. Any reassignment that would result in a change of work location or department will require written approval from the Director of Human Resources.

The Authority agrees to the following reassignment processes:

1. In the event that a reassignment is an operational necessity, the Authority will notify all employees in the appropriate classification that a reassignment is needed. Employees will be given 72 hours to notify the Authority that they are interested in being reassigned. If more than one person volunteers for the reassignment, the employee with the most seniority shall be reassigned. If no employees volunteer, the least senior employee will be reassigned.
2. In the event that a department director assesses the need for reassignments due to professional development or to balance team staffing, the Authority reserves the right to issue reassignment without consideration of seniority. In the event the employee or Union feels as if reassignment of this nature is done unfairly, the employee or Union may contact the department of Human Resources and request a review of the reassignment. The Director of Human Resources or their designee shall meet with both parties to discuss and resolve the issue.
3. The Union Field Representative, Chapter President, and employee(s) will be given two (2) weeks' notice prior to the effective date of any reassignment and will be advised of the reason(s) for the reassignment. The Union or employee may request to discuss the reasons for the reassignment and any impacts on the bargaining unit.
4. Employees who are on probation or have been reassigned within the past 24 months shall not be subject to reassignment.

Reassignments shall not be used as a form of discipline.

P. Workload

While a position remains vacant, other employees in the work unit shall not be assigned unreasonable workloads.

Within thirty (30) days of the signing of this contract, the Authority shall begin the process to procure a third-party vendor to perform a workload assessment of all bargaining unit positions. The Union Business Representative, and Local 1021 Chapter President shall participate on the Request for Proposal Evaluation Panel. This assessment shall not directly result in any progressive disciplinary action.

Once this assessment is complete, the Authority shall meet and confer with the Union on workload standards for each position, including but not limited to unsatisfactory, satisfactory, and excessive

workloads.

Workloads may be impacted by numerous factors, which may include seasonality, surge periods, staff shortages, increased demands, process improvements and efficiencies, or shifting priorities. Fluctuations in workload are normal and acceptable as long as they do not become excessive as is defined during the above-mentioned meet and confer process.

Until such time as this assessment is completed:

1. If an employee feels as if they cannot complete their workload, or if their workload is disproportionate to a similarly situated co-worker, the employee may request a meeting with their supervisor to discuss the topic. In order to have a productive discussion, the employee should come prepared to speak about why they feel the workload is unable to be completed, or disproportionate.
2. If the employee and the manager are unable to resolve the issue, the Authority agrees that the Union may request to meet and confer with the department Assistant Director and/or Director on the issue.
3. If a resolution is not reached at the Director level, a meet and confer may be requested with the Human Resources Director.

**Q. Provisional Employees**

The Authority shall not use paid or unpaid volunteers such as temporary agency employees, Project employees or Provisional employees to displace Bargaining Unit employees. The Authority shall not keep a budgeted position open for the purpose of reducing the number of budgeted positions.

Each month, the Authority will supply the Union a report, by department and work locations, of vacant budgeted positions.

In the event that a regularly budgeted position becomes vacant, the Authority will begin the hiring process within the six (6) months of the start of the vacancy. If management is not able to complete the hiring process within the six (6) month period, upon request, a meet and confer shall take place to discuss hiring issues. Job requisitions will be posted no later than three (3) months after the position becomes vacant.

No temporary or provisional employee backfilling a regularly budgeted position shall regularly exceed six (6) months of temporary employment in any bargaining unit classification. In the event that a project employment is needed to extend beyond six (6) months, the Authority will notify the union of the reasoning behind this need, and provide a finite extension period. The Union will have the right to meet and confer on this extension.

**SECTION IX ■ COMPENSATION**

**A. Salary Steps**

1. A five-step salary range shall be maintained for each classification covered by this

Memorandum, as contained in Appendix A, which is incorporated into and becomes a part of this Memorandum.

2. Upon completion of one year in permanent status and each year thereafter, the employee shall receive a merit salary adjustment to the next step in the range, provided s/he receives a satisfactory or better performance evaluation for that year.

3. In addition, the supervisor of an employee whose performance exceeds the requirements for the position may recommend to the Department Director that the employee receive a merit salary increase in advance of his/her completion of (12) twelve months of service at the current step of the salary range. The employee must have served at least six (6) months since receiving the previous merit salary increase. Additionally, a supervisor may recommend to the Department Director, after the completion of one full year of service, a two-step merit salary increase for an employee. Employees may not receive more than two (2) merit salary increases during any twelve-month period. A completed performance evaluation must accompany any recommendation by the supervisor. Recommendations for accelerated merit salary increases shall be reviewed and approved by the Director of Human Resources.

B. Cost-of-Living Adjustment (COLA):

With the understanding that the Cost of Living Adjustment (COLA) is a measure taken by an agency to maintain employee salary value against the increasing cost of living, The Authority and the Union have agreed to the following COLAs:

Retroactively effective July 1, 2022: a six percent (6%) increase across all positions, and a \$2,000 net signing bonus.

Effective July 1, 2023: a five (5%) percent increase across all positions

Effective July 1, 2024: a five (5%) percent increase across all positions

C. Bilingual Premium Pay

If an employee is assigned to provide bilingual services in one (1) language, he/she will receive a Bilingual Premium Pay differential of \$80 per pay period. If an employee is assigned to provide bilingual services in two (2) or more languages, he/she will receive a Bilingual Premium Pay differential of \$100 per pay period.

To be eligible for bilingual pay the employee must be verbally proficient as determined by receiving a passing score on a language skill test, which will be administered by certified agency and coordinated by the Human Resources Department.

Employees who are selected (by the department director and approved by the Director of Human Resources) to provide bilingual services for the Authority will receive the bilingual premium pay and will be required to use the bilingual skill during their normal work shift. Bilingual services will be assigned by management and employees receiving bilingual pay may be required to provide bilingual assistance to any Authority operation or location.

If an employee (who is receiving bilingual pay) refuses to use his/her language skills, the bilingual pay will be terminated, and the employee will no longer be expected to use his/her bilingual skills. Additionally, if an employee voluntarily identifies in writing that he/she wishes to stop providing bilingual services, the bilingual pay will be terminated, and the employee will no longer be expected to use his/her bilingual skills.

D. Salary Survey

The Authority will conduct a salary and benefits survey prior to the expiration of the MOU. The Authority shall pay for the cost of the survey. The Authority shall use no less than seven (7) jurisdictions from the San Francisco-Bay Area in the survey. The Authority and the Union shall agree on the comparable agencies that will be utilized in the survey.

E. Longevity Premium

At the commencement of the 11th year of service, if an employee is at the top step of their pay range, their salary will be increased by \$1,040 annually for salaried positions, and \$0.50 an hour for hourly positions. This increase will only occur once, but shall remain effective for the duration of the employee's tenure with the Authority.

## **SECTION X ■ DISCIPLINE AND DISCHARGE**

The Authority has the right to discipline and/or discharge employees for just cause. The Authority agrees to use progressive discipline. Coaching and counseling and verbal warnings shall be utilized before beginning the disciplinary process. The Union and the Authority recognize that in some situations under progressive discipline an employee's conduct may warrant more severe discipline.

The Authority shall begin investigations within 30 days of alleged incident. The Authority shall complete investigations within 3 months. If it is determined that any discipline is warranted, it shall either be referred back to the manager to begin progressive discipline or if the investigation determines that the conduct warrants more severe discipline the employee and the Union will be notified and the employee has the right to a Skelly Hearing. The employee will be notified of disciplinary action within a reasonable time (generally 30 days) after the Authority has completed any investigation and determined that discipline is warranted.

If it is determined that the complaint/ incident is not valid all information of the complaint/ incident shall not be included in the employee's personnel file.

Any party involved in an alleged incident shall not be allowed to investigate the complaint/ incident.

In the event the Authority is required to conduct an investigation regarding alleged conduct that may be subject to discipline, the employee will be notified of disciplinary action within a reasonable time (generally 30 days) after the Authority has completed any investigation and determined that discipline is warranted.



Should an employee's conduct or performance be such that disciplinary action is required, the Authority will take such action in order to afford the employee every opportunity to correct such conduct or performance. The Authority will notify the Union of any such discipline or discharge actions and the reasons therefore by sending the Union a copy of the notice of discipline, which is sent to the affected employee.

A. Employee Acknowledgement of Documentation

The signature of any employee on a formal warning, a notice of discipline, or a performance evaluation shall serve solely as an acknowledgement that the employee has received that document and not as an indication of the employee's agreement with the document's contents.

B. Grievance of Discipline

The application of the provisions of this Section shall be subject to the provisions of the Grievance and Arbitration provisions contained in this MOU.

C. Employee Assistance In-Lieu of Termination

If the Authority is considering termination of an employee for work-related behavior, which indicates a substance abuse or other personal problem, the Authority may refer such employee for counseling or other assistance in lieu of termination. The employee shall have the option of accepting or rejecting such offer of assistance. If the employee rejects the offer of assistance, the termination action shall proceed. The Authority may also require an employee to participate in drug screen tests if the employee's behavior on the job is indicative of a substance abuse problem.

D. Driving Record

Failure to maintain a driving record which permits the employee to be insured by the Authority's regular group policy shall be grounds for termination of employment. In lieu of termination, the employee:

1. May secure acceptable personal automobile insurance which specifically covers his/her use of Authority vehicles and which specifically names the Oakland Housing Authority as an additional insured (covered) party; or
2. Pay the excess premium expense for any automobile insurance, which the Authority may secure in order to insure the specific employee, in addition to the Authority's regular group policy.

Required minimum insurance coverage categories must be obtained from the Authority's Investigative and Risk Management Officer and the employee must fully meet minimum insurance requirements.

## **SECTION XI ■ INSURANCE PLANS**

All employees who are employed in the classifications which comprise this negotiating unit shall be eligible to participate in the Oakland Housing Authority's health, dental and vision plans.

The Authority will not make contributions to any other health and dental insurance plan on behalf of the employees in this negotiating unit; however, the Authority reserves the right to offer to employees any improved health and dental coverage which becomes available.

A. Health Insurance

Effective January 1, 2022, the Authority will pay a monthly health plan contribution up to a maximum of \$2228.36

Effective January 1, 2023, the Authority will pay a monthly health plan contribution up to a maximum of \$2375.72

Effective January 1, 2024, agree to increase the employer contribution by the amount equal to the increase to Kaiser Family Plan.

If an employee's selected health plan premium exceeds the maximum Authority contribution, the employee will be responsible for paying the balance of the premium cost. Effective January 1, 2014, the Authority will modify the IRS 125 Plan to provide for employee pre-tax contributions to medical benefits.

B. Dental Insurance

The Authority shall pay 100% of the Dental Plan premium for employees and their eligible family members. The Dental Insurance will include:

- The orthodontia services coverage is 80% for the Preferred Provider Option (PPO)
- The orthodontia services coverage is 50% for the Dental Maintenance Option (DMO)
- Lifetime Orthodontia maximum at \$2,000 for the PPO plan option

C. Vision Insurance

The Authority shall pay 100% of the Vision Plan premium for employees and their eligible family members. The Vision Insurance will provide:

- Frames in network coverage at \$130
- Contacts (elective) in network coverage at \$130

D. Life Insurance

The Oakland Housing Authority shall pay 100% of the total premium of the Authority's life insurance plan on behalf of the employees. The plan coverage is one and a half (1½) times the employee's annual salary up to a maximum of Seventy-Five Thousand Dollars (\$75,000).

E. State Disability Insurance

Employees will be covered by the California State Disability Insurance Program (SDI). Premiums for this coverage are paid by employees. Employees who become disabled may apply for SDI benefits. The benefit amount is set by state law.

F. Long-Term Disability Insurance

The Authority will make available a long-term disability insurance plan in which employees may enroll. Premiums for this insurance shall be paid by the employees through payroll deductions.

G. Other Benefits

- Employee Assistance Program (EAP)

The Authority offers an Employee Assistance Program for employees to utilize as appropriate. Information regarding the EAP is available in the Human Resources Department.

- The Authority will continue to offer a Flexible Benefits Plan and a Commuter Check Plan.

## **SECTION XII ■ RETIREMENT BENEFITS**

### **A. Retirement Plans**

Employees in this bargaining unit are covered by either the International City Managers Association (ICMA) or the California Public Employees System (CalPERS) Retirement Plan.

The CalPERS retirement formula pay rate shall be based on a one-year final compensation (12 highest paid consecutive months) and 2%@55 years of age.

The employer shall pay the employee's share of the CalPERS retirement plan contribution.

The employer shall pay seven percent (7%) of the employee's share of the ICMA retirement plan contribution.

Employees hired after October 22, 2012 as "classic" PERS members shall pay five percent (5%) of the seven percent (7%) CalPERS employee contribution.

Employees hired on or after January 1, 2013 as new members to PERS, shall be covered by the pension formula dictated by PEPPRA and effective July 1, 2013, shall pay one-half of the normal rate as determined by PERS.

### **B. Deferred Compensation**

Employees may participate in the Authority's Deferred Compensation Plans, with ICMA and/or the CalPERS 457 Plans.

### **C. Retiree Medical Contribution**

1. Effective January 1, 2022, the Authority will pay a monthly health plan contribution up to a maximum of \$2228.36
2. Effective January 1, 2023, the Authority will pay a monthly health plan contribution up to a maximum of \$2375.72
3. Effective January 1, 2024, agree to increase the employer contribution by the amount equal to the increase to Kaiser Family Plan.

### **D. Retiree Vesting Schedule for Medical Benefit**

The retiree vesting schedule for eligibility for Authority retiree medical contributions for all new employees hired on or after January 1, 2017 shall be:

10 years	50%	16 years	80%
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11 years	55%	17 years	85%
12 years	60%	18 years	90%
13 years	65%	19 years	95%
14 years	70%	20 years	100%
15 years	75%		

### SECTION XIII ■ BENEFITS

#### A. Management Benefit Package

Exempt employees covered in this bargaining unit shall receive a Management Benefit Package. The package consists of a Nine Hundred Dollars (\$900.00) annual allowance which is credited to each eligible employee's account on the first paycheck issued each year (January) and which may be used during the employee's active employment for the following items:

1. Payment of employee's share of health insurance premiums;
2. For employees who are covered by the health plan, payment of the employee's uncovered health, dental and vision expenses;
3. Payment of employee's membership in professional associations and publications;
4. Payment of employee's expenses for tuition, fees, and books incurred in securing job-related continuing education;
5. Payment of employee's parking expenses; and
6. Other unscheduled items, as approved by the Executive Director.

Exempt employees shall request approval of expenses from the Management Benefit Package by submitting a Management Benefit Package form to the Director of Human Resources. Requests for payment of expenses shall be accompanied by supporting documentation. Parking expenses are paid on a monthly basis. Payments from the Management Benefit Package are included in the employee's next scheduled salary check.

Exempt employees newly hired or promoted in classifications within the bargaining unit shall be eligible to receive the Management Benefit Package on the date of hire or promotion. The total allocation for the first year of employment shall be pro-rated as appropriate.

#### B. Tuition Reimbursement

Five thousand five hundred dollars (\$5,500) shall be allotted per fiscal year to the Local 1021 bargaining unit for APA/HAR/HES.

The Authority shall use this allotment to reimburse employees for tuition expenses incurred in connection with attendance at classes offered by local colleges and universities or any other applicable training institute, NAHRO Conference, workshop, symposium or seminar as follows:

1. The employee must submit a Tuition Reimbursement form, which includes the following

information, to the Department Director in advance of attendance at the course:

- Description of the course
  - Statement of fee
  - Description of relationship between course, employee's duties, and career goals within the Authority
  - Dates and times of attendance
2. The Department Director shall review the employee's request and forward the request to the Executive Director.
  3. The Executive Director shall approve or disapprove the employee's request. The request shall not be unreasonably denied.

At the completion of the course, the employee shall present a tuition receipt and verification of completion to the Department Director. Satisfactory completion shall constitute a grade of "C" or better, or a pass. In the case where a grade is not given, an employee shall submit documentation to support completion. If an employee fails to satisfactorily complete a course, s/he may repeat the course and upon satisfactory completion shall be eligible for reimbursement. The Department Director shall forward this material to the Finance Department for reimbursement to the employee.

The Management Benefit Package does not have to be exhausted for an employee to be eligible for tuition reimbursement.

In the event the \$5,500 allotment is exhausted, employees may continue to request reimbursement, and shall be approved pending available funds in departmental and/or agency training budget.

#### C. Administrative Leave

Employees covered in the bargaining unit that are exempt from the provisions of the Fair Labor Standards Act are not eligible to be paid overtime for any work performed in excess of the regular work day or work week. In order to recognize the fact that employees in this bargaining unit may perform such additional work, five (5) days of administrative leave shall be credited on the anniversary date of the employee's appointment to an exempt position in the bargaining unit.

### **SECTION XIV ■ GRIEVANCE PROCEDURE**

#### A. Definition

A grievance is any dispute involving the meaning or application of the provisions of this Memorandum of Understanding and Authority Personnel Policies and Procedures. Discipline shall be subject to the grievance procedure.

Grievances shall be taken up in the manner set forth in this Section.

#### B. Right to Representation

The employee shall have the right to representation at all levels of the grievance procedure.

C. Skelly Rights

1. An employee subject to suspension or discharge, shall be entitled, prior to the imposition of that discipline to a hearing and to the following:
2.
  - a. A notice of the proposed action; and
  - b. The reasons for the proposed discipline; and
  - c. A copy of the charges and the materials upon which the action is based; and
  - d. The right to respond, either orally or in writing, to the authority initially imposing the discipline.

The Skelly meeting shall be presided over by a management representative who is not in the same department or unit as the employee and not connected with the incident giving rise to the discipline. A representative from the Union as well as a Steward/chapter leader shall be present at all Skelly Hearings.

D. Steps of the Grievance Procedure

1. Informal Discussion

Any employee who has a grievance shall meet with his/her immediate supervisor within seven (7) working days after the first incident or occurrence which gives rise to the grievance. The employee shall present the nature of the grievance to the supervisor verbally. The employee may be assisted by a shop steward or other Union representative. The supervisor shall respond verbally to the grievance during this informal meeting. Every effort shall be made by all parties to resolve the grievance at this level.

If a satisfactory solution is not reached within seven (7) working days of the initial meeting with the immediate supervisor, the grievance may be advanced to the next step in this procedure.

2. Assistant Department Director

Any employee who wants to appeal the decision of the immediate supervisor must submit the appeal in writing to the Assistant Department Director within seven (7) working days of an unsatisfactory response from the immediate supervisor. The Assistant Department Director shall hold a meeting with the employee to discuss the grievance within seven (7) working days following the presentation of the written appeal from Step 1. The Assistant Department Director shall answer the grievance within seven (7) working days following the meeting with the employee.

If the grievance is unresolved at this level, it may be advanced to the next step.

3. Department Director

Any employee who wants to appeal the decision of the Assistant Department Director must submit the appeal in writing to the Department Director within seven (7) working days of an unsatisfactory response from the Assistant Department Director meeting with the employee to discuss the grievance within seven (7) working days following the presentation of the written appeal from Step 2. The Department Director shall answer the grievance within seven (7)

working days following the meeting with the employee.

If the grievance is unresolved at this level, it may be advanced to the next step.

#### 4. Executive Director

Any employee who wants to appeal the decision of the Department Director must submit the appeal in writing to the Executive Director within ten (10) working days of an unsatisfactory response from the Department Director.

The Executive Director or his/her designated representative shall have ten (10) working days in which to review and answer the grievance in writing. The Executive Director (or representative) may hold a meeting with the employee to discuss the grievance.

If the grievance remains unresolved at this level, it may be advanced to arbitration.

#### 5. Arbitration

Any employee, with concurrence of the Union, who wants to appeal the decision of the Executive Director, must request arbitration within thirty (30) working days of an unsatisfactory response from the Executive Director.

The parties shall endeavor to mutually agree on the choice of an arbitrator. If the parties cannot agree on the arbitrator, then they shall apply to the State Mediation and Conciliation Service for a panel of arbitrators. If mutual agreement cannot be reached on the choice of an arbitrator, the alternate striking of names from the list will be utilized.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Memorandum. S/he shall consider and decide only the specific issues submitted to him/her in writing by the Authority and the Union, and shall have no authority to make a decision on any other issue not so submitted to him/her, unless the parties mutually agree otherwise. The arbitrator shall be without power to make decisions contrary to or inconsistent with, or modify, or void in any way, the application of laws, rules, and regulations having the force and effect of law. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Memorandum to the facts of the grievance presented.

The decision of the arbitrator shall be final and binding upon the parties.

Arbitration fees shall be borne equally by the Union and the Authority.

#### E. General Provisions

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specific time limits or any agreed-upon extension thereof, it shall be considered settled on the basis of the Authority's last answer. If the Authority does not answer a grievance or any appeal within the specific time limits, the Union may elect to advance the grievance to the next step of the procedure within the specified time limits. The time limit in each step may be extended by mutual agreement of the Authority's and the Union's representatives involved in each step.

The term “working days” as used in this section shall mean Monday through Friday, excluding holidays.

F. Employee Assistance in-lieu of Termination

If the Authority is considering termination of an employee for work-related behavior, which indicates a substance abuse or other personal problem, the Authority may refer such employee for counseling or other assistance in lieu of termination. Such employee shall have the option of accepting or rejecting this offer of assistance. If the employee rejects the offer of assistance, the termination action shall proceed.

## **SECTION XV ■ HEALTH AND SAFETY**

A. Safety Training

The Authority and the Union agree that health and safety are mutual concerns. The Authority recognizes its responsibility to promote safety standards on the job. Accordingly, the Authority will provide on-the-job safety training, as it deems appropriate. The Union shall encourage its membership to fully participate and support all safety training provided by the Authority. Each employee shall be required to fully comply with Authority safety standards, rules, and regulations.

The Authority will provide annual mandatory training in the de-escalation of abusive and potentially violent situations.

The Authority will provide annual training on how to handle unsecured dogs as a potential hazard in the field. This training shall be mandatory for bargaining unit members.

B. Safety Committee

The Authority will include one (1) employee from each bargaining unit, selected by the Union, to be a member in full standing on the Safety Committee as described in the "Injury and Illness Prevention Plan and Safety Manual," which will meet on a quarterly basis. Business representatives from each Union may attend the meeting and provide input and recommendations.

1. Safety Practices

The Authority's safety policy will be consistent with Federal and State safety regulations.

2. The Authority will provide personal protective equipment (PPE) as required by law. This equipment will be kept in good repair and will be replaced if damaged or unserviceable.

C. Unsafe Equipment/Conditions

As soon as practicable, an employee shall notify his/her immediate supervisor, and/or the OHA Risk Management Officer and the Department Head about any unsafe equipment or unsafe working condition. The immediate supervisor shall investigate, or cause to be investigated, reports of unsafe equipment, or unsafe working conditions, and shall advise the affected employees of any corrective actions to be taken. If the employee still believes that the situation is unsafe, the matter shall be referred to the Risk Management Officer as soon as possible by the supervisor. The employee will not be required to work with the alleged unsafe equipment or unsafe working condition until a decision has been rendered by the immediate supervisor or the Risk Management Officer, if the matter has been referred to the Risk



Management Officer. If the Risk Management Officer is not available on a timely basis, the Authority/Department Head, or his/her designee, shall investigate the matter and make the decision for the Risk Management Officer.

**D. Right to Refuse Unsafe Work**

No employee shall be disciplined for having refused to work with equipment, or under conditions that they believe are unsafe, provided they do not continue to refuse to perform the work once the immediate supervisor or Risk Manager, or his/her designee, has determined the situation to be safe.

An employee who unreasonably refuses to perform work is subject to discipline. However, no such recommendation of discipline shall be implemented until a joint investigation has been conducted by a six (6) member committee. The committee shall be comprised of three appointed by the Union and three appointed by the Authority. This committee shall conduct a fact-finding investigation within five (5) working days of the date of the refusal to work. The report and recommendation regarding the appropriate course of action shall be submitted to the Authority.

The parties agreed to meet and develop a form to utilize for reporting unsafe work.

**E. Safety Footwear**

The Authority agrees to reimburse employees up to three hundred dollars (\$300) per calendar year to offset the cost of purchasing safety footwear. Safety footwear must comply with the current safety standard. Parties agree that such reimbursement allocated to the following classes:

1. HARs who are regularly performing inspections
2. APAs

The Parties further agree that a receipt must be provided along with the request for reimbursement in order for it to be approved.

**F. Assault on Employees**

In the event that a verbal or physical assault occurs, the Union agrees that bargaining unit members will move to a safe location and will immediately report the incident to their supervisor. A written statement will be submitted within 24 hours to their supervisor.

Upon written request of the Union, the Authority agrees to provide a report of verbal and/or physical assaults as reported to the Human Resources Department, against OHA employees, and information on the department and classifications of any injured bargaining unit members.

An instance of a verbal or physical assault will not be grounds to define an assignment or work location as unsafe work.

**SECTION XVI ■ MISCELLANEOUS PROVISIONS**

**A. Fleetsafe Program**

The FleetSafe Program is a service offered through the Oakland Housing Authority's Vehicle Insurance Carrier, Fireman's Fund. The Program is intended to enhance the Oakland Housing Authority's existing Safety Program. The FleetSafe Program affords citizens the opportunity to call the 1-800 number, affixed

to the bumper of an Authority vehicle, and voice a compliment or complaint about the driver. Calls are also taken from citizens reporting an emergency situation such as a vehicular breakdown, accident, or injury.

The FleetSafe 24-hour call center has trained staff who screen calls and determine the validity of the call. Specifically, if the caller is unable to correctly answer relevant questions the call will be considered invalid and will not be filed. Only calls considered valid are forwarded to an Oakland Housing Authority authorized staff person in the Risk Management Office. The Union will be notified by the Authority of valid complaints that may result in discipline.

Any reported complaints or compliments received by the Authority will be considered confidential information. As such, the Risk Management Officer will report the call to the Department Director or in his/her absence, the Assistant Director.

The Department will investigate the information and then review and discuss the call with the employee/driver.

1. If the reported incident appears to be only that of the caller's perception and cannot be verified, no action will be taken.
2. If the reported incident appears to be factual, the Department Director will counsel the employee/driver or passenger of the vehicle, as appropriate.

If a FleetSafe call is made in conjunction with other information, such as an accident/police report (which may include damage to vehicles/property and/or injury), the Authority will review and process the information in accordance with the Accident and Injury Safety Manual, Fleet Vehicle Manual and the Personnel Procedures of the Employee Manual.

#### B. Contracting Out

The Authority agrees to add designated Union representatives to the Contracts Compliance and General Services Request for Proposal (RFP) notification list, which shall ensure the Union will be made aware of all Authority RFPs as soon as they are made public. Upon request from the Union, the Authority agrees to schedule a meet and confer within seven (7) business days regarding any RFPs which the Union feels may affect bargaining unit work.

The Authority will provide the Union with the following information in writing of such matters that may affect employees in the bargaining unit:

- a) The best estimate of the cost of the contract
- b) The expected duration of the contract
- c) The funding source of the contract
- d) The reason the work is not being assigned to the bargaining unit

No such contract for service shall result in the loss of employment for those employees who are at the point of the contract for services, regular (non- probationary) employees. Should a regular employee be assigned to a different position with a lower corresponding salary than his/her former salary, the former/higher salary shall remain intact until the salary of the current position catches up with the former

salary.

This provision does not apply to employees who occupy project or temporary positions.

This provision does not apply to layoffs. In the event the Authority finds it necessary to reduce its staff by layoff, the Layoff Provision of this MOU shall be applied.

C. Management Rights

Except as specifically modified or altered by the provisions of this Memorandum of Understanding, the management of the Oakland Housing Authority retains all its rights, responsibilities, and powers without any other limitation. These retained rights, other than those specifically modified in this Memorandum of Understanding, are not subject to review pursuant to the grievance and arbitration procedure contained in this MOU.

D. No Strike/No Lockout

The Union shall not strike, and the Authority shall not lock out employees for the duration of this Memorandum.

E. Non-Exempt Employee Parking Reimbursement

The Authority agrees to provide a parking reimbursement of up to a maximum of \$185 per month to bargaining unit employees assigned to the 1619 Harrison, 1801 Harrison, 1805 Harrison, or 1540 Webster buildings who are incurring parking cost downtown.

This reimbursement program shall be funded by a budget of \$155,000 annually. In the event that this budget is fully depleted, no further reimbursement shall be provided in that fiscal year. In the event that the budgeted \$155,000 is not exhausted in each fiscal year, the reimbursable amount shall increase by \$10 per year, up to a maximum of \$205.

Eligibility:

This reimbursement shall be subject to an open enrollment period. Only employees who enroll during this period shall be eligible for reimbursement. In the event that a new employee is hired, or an employee is assigned to 1619 Harrison, 1801 Harrison, 1805 Harrison, or 1540 Webster outside of the open enrollment period, he/she will have thirty (30) days to enroll in the reimbursement program. In the event that an employee is assigned to another location not included above, they will no longer be eligible for reimbursement.

To receive reimbursement, employees must submit documentation of paid parking costs. No reimbursement shall be provided without submission of approved documentation.

F. Separability Clause

This Memorandum of Understanding and all of the provisions hereof, as well as the provisions of any document or documents incorporated herein by reference, or of any recorded understanding reached under this Memorandum by the Union and the Authority, shall be subject to and conform to all applicable laws and regulations. Should any part or provision of this Memorandum be determined invalid by any

decree of a court of competent jurisdiction, the invalidation of such portion of this Memorandum shall not invalidate the remaining portions thereof, and they shall remain in full force and effect. With respect to any invalidated provision, the Union and the Authority shall meet and confer on comparable or substitute provision(s) to meet the requirements of the law or applicable regulations.

**SECTION XVII ■ DURATION**

This Memorandum of Understanding shall become effective July 1, 2022 and shall remain in effect through June 30, 2025, and if neither party serves written notice of its desire to amend this Memorandum at least sixty (60) days prior to the date of expiration, it shall be deemed to be renewed for the succeeding year and from year-to-year thereafter in like manner. In the event such notice is given, and the parties fail to reach agreement on the issues before them, then, at the request of either party, such issue(s) shall be submitted to mediation.

**SECTION XVIII ■ SUCCESSORS AND ASSIGNS**

This Memorandum shall be binding upon successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seal this \_\_\_\_ day of 10/24/2023, 2023 in the City of Oakland, County of Alameda, and State of California.

**SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 1021**

DocuSigned by:  
*David Canham*  
36487423365A4D2...  
David Canham, Executive Director SEIU

DocuSigned by:  
*Peter Masiak*  
4AEEF13FB6D2410...  
Peter Masiak, East Bay Field Director SEIU

DocuSigned by:  
*Julio Corral*  
C09A239D5351461...  
Julio Corral, Field Representative SEIU

DocuSigned by:  
*Renee Terrell*  
1B4CD3B810C046A...  
Renee Terrell, Chapter President SEIU

DocuSigned by:  
*Amber Lewis*  
88FA8138DB134BB...  
Amber Lewis, Chapter Secretary SEIU

DocuSigned by:  
*kelvin lee*  
6C3FE76A4A7C4AC...  
Kelvin Lee, Chapter Secretary SEIU

**HOUSING AUTHORITY OF THE CITY OF OAKLAND**

DocuSigned by:  
*Patricia Wells*  
722CF180EE194A1...  
Patricia Wells, Executive Director OHA

DocuSigned by:  
*Drew Felder*  
3CB283492482487...  
Drew Felder, Senior Director of Human Resources

DocuSigned by:  
*Michelle Hasan*  
48582E877E574BF...  
Michelle Hasan, Chief Housing Officer

DocuSigned by:  
*Mark Schiferl*  
0618B95C695B4DD...  
Mark Schiferl, Director of Property Operations

DocuSigned by:  
*Choca Lee Mathieu*  
D15FF7280DE8455...  
Choca Lee Mathieu, ELR Manager

Memorandum of Understanding ● 2022-2025

OHA/Local 1021 – APA/HAR/HES

Kelvin Lee, Bargaining Team

DocuSigned by:  
  
D0C482804FA7438

Roy Hurst, Bargaining Team

DocuSigned by:  
*Paul Beaudreau*  
9B48A57B3AD14C5

Paul Beaudreau, Bargaining Team

DocuSigned by:  
*Lillie Brown*  
F6795A7F9F664FF

Lillie Brown, Bargaining Team

10/24/2023  
Date: \_\_\_\_\_

11/6/2023  
Date: \_\_\_\_\_

## APPENDIX A

ASSISTANT PROPERTY ADMINISTRATOR  
HOUSING ASSISTANCE REPRESENTATIVES  
Hourly, Bi-Weekly & Monthly Salary Schedule

6% Increase effective 7/1/22

Classification (Codes)	Range	STEPS				
		A	B	C	D	E
Housing Eligibility Specialist		33.30	34.15	34.97	35.88	36.74
		2663.79	2732.03	2797.49	2870.33	2939.49
		5771.56	5919.39	6061.23	6219.06	6368.89
Housing Assistance Rep I	34	36.74	37.70	38.66	39.59	40.60
		2939.49	3016.14	3092.40	3167.59	3248.15
		6368.89	6534.97	6700.20	6863.11	7037.66
Housing Assistance Rep II	39	41.60	42.68	43.81	44.90	46.01
		3327.63	3414.64	3504.87	3591.87	3681.02
		7209.88	7398.38	7593.87	7782.38	7975.55
Asst. Property Administrator (75 hours biweekly)	39	42.43	43.53	44.68	45.80	46.94
		3181.96	3265.16	3351.52	3434.75	3520.31
		7354.17	7545.00	7745.15	7938.31	8136.13
Housing Assistance Rep II	44*	47.18	48.32	49.52	50.73	52.04
		3774.47	3865.77	3961.37	4058.04	4163.30
		8178.02	8375.84	8582.96	8792.42	9020.49
Lead Housing Asst Rep	44	47.18	48.32	49.52	50.73	52.04
		3774.47	3865.77	3961.37	4058.04	4163.30
		8178.02	8375.84	8582.96	8792.42	9020.49

\*Grandfathered - June 27, 2005

## APPENDIX B

ASSISTANT PROPERTY ADMINISTRATOR  
HOUSING ASSISTANCE REPRESENTATIVES  
Hourly, Bi-Weekly & Monthly Salary Schedule

5% Increase effective 7/1/23

Classification (Codes)	Range	STEPS				
		A	B	C	D	E
Housing Eligibility Specialist		34.96	35.86	36.72	37.67	38.58
		2796.98	2868.63	2937.37	3013.85	3086.46
		6060.13	6215.36	6364.29	6530.01	6687.33
Housing Assistance Rep I	34	38.58	39.59	40.59	41.57	42.63
		3086.46	3166.95	3247.02	3325.97	3410.56
		6687.33	6861.72	7035.21	7206.27	7389.54
Housing Assistance Rep II	39	43.68	44.82	46.00	47.14	48.31
		3494.02	3585.37	3680.11	3771.46	3865.07
		7570.37	7768.30	7973.57	8171.50	8374.32
Asst. Property Administrator (75 hours biweekly)	39	44.55	45.71	46.92	48.09	49.29
		3341.20	3427.90	3518.83	3606.59	3696.46
		7721.87	7922.25	8132.40	8335.23	8542.93
Housing Assistance Rep II	44*	49.54	50.74	51.99	53.26	54.64
		3963.19	4059.06	4159.44	4260.94	4371.47
		8586.92	8794.63	9012.11	9232.04	9471.51
Lead Housing Asst Rep	44	49.54	50.74	51.99	53.26	54.64
		3963.19	4059.06	4159.44	4260.94	4371.47
		8586.92	8794.63	9012.11	9232.04	9471.51

\*Grandfathered - June 27, 2005

## APPENDIX C

ASSISTANT PROPERTY ADMINISTRATOR  
HOUSING ASSISTANCE REPRESENTATIVES  
Hourly, Bi-Weekly & Monthly Salary Schedule

5% Increase effective 7/1/24

Classification (Codes)	Range	STEPS				
		A	B	C	D	E
Housing Eligibility Specialist		36.71	37.65	38.55	39.56	40.51
		2936.83	3012.06	3084.23	3164.54	3240.78
		6363.14	6526.13	6682.51	6856.51	7021.70
Housing Assistance Rep I	34	40.51	41.57	42.62	43.65	44.76
		3240.78	3325.29	3409.37	3492.27	3581.09
		7021.70	7204.80	7386.97	7566.58	7759.02
Housing Assistance Rep II	39	45.86	47.06	48.30	49.50	50.73
		3668.72	3764.64	3864.11	3960.04	4058.33
		7948.89	8156.72	8372.25	8580.08	8793.04
Asst. Property Administrator (75 hours biweekly)	39	46.78	47.99	49.26	50.49	51.75
		3508.26	3599.29	3694.77	3786.92	3881.29
		8107.97	8318.36	8539.02	8751.99	8970.08
Housing Assistance Rep II	44*	52.02	53.28	54.59	55.92	57.38
		4161.35	4262.01	4367.41	4473.99	4590.04
		9016.27	9234.36	9462.72	9693.64	9945.09
Lead Housing Asst Rep	44	52.02	53.28	54.59	55.92	57.38
		4161.35	4262.01	4367.41	4473.99	4590.04
		9016.27	9234.36	9462.72	9693.64	9945.09

\*Grandfathered - June 27, 2005



SIDE LETTER – ME TOO

In the event any other bargaining unit subsequently negotiates a more favorable settlement in regards to COLA, insurance plan contributions or employee retirement contribution, SEIU APA/HAR Unit shall receive the benefit of the more favorable settlement.

HOUSING AUTHORITY OF THE CITY OF OAKLAND, CALIFORNIA:

DocuSigned by:  
  
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Drew Felder

11/6/2023

Date

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021:

DocuSigned by:  
  
C09A239D5351461...

Julio Corral

11/6/2023

Date

SIDE LETTER –  
HOUSING ELIGIBILITY SPECIALIST I AND II POSITIONS,  
JOB DESCRIPTION REVISIONS AND SALARY ADJUSTMENT

Salary Adjustment:

The parties hereby establish represented positions Housing Eligibility Specialist HES I & HES II. The difference in the HES I & HES II will be the same percentage as the difference between HAR I & HAR II, therefore the new HES I pay will be lower than the current HES. (Now HES II).

Job Description:

The following bold, italicized language should be removed from the job description for HES I:

Under Essential Functions:

with residents, clients, other employees and the general public in answering inquiries and resolving problems; prepares production reports and composes correspondence; ***trains and/or supervises staff and acts as lead personnel; performs and supervises special projects as assigned.***

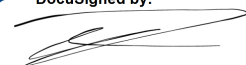
On Page, 2, "***Unrepresented***" should be removed from page 2 of the job description.

The following bold, italicized language should be removed from the job description for HES II:

Under Essential Functions:

Performs ***and supervises*** special projects as assigned.

HOUSING AUTHORITY OF THE CITY OF  
OAKLAND, CALIFORNIA:

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Drew Felder

11/6/2023

Date

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 1021:

DocuSigned by:  
  
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Julio Corral

11/6/2023

Date