



Housing Authority of the  
County of Alameda



**MEMORANDUM  
OF  
UNDERSTANDING**

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021

AND

THE HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

**June 8, 2012 – June 6, 2013**

# WEINGARTEN RULES AND RIGHTS

A worker who is called to an interview with his or her employer which may lead to some disciplinary action is entitled to Union representation.

In NLRB v. Weingarten and its companion case ILGWU v. Quality Mfg. Co., the Supreme Court agreed with the NLRB that an employee has the right to Union representation at an investigatory interview the employee reasonably believes will result in disciplinary action.

The following rules apply when an investigatory interview occurs:

- The worker must make a clear request for Union representation before or during the interview.
- Worker's right to representation may not interfere with Employer's right to conduct an interview without undue delay (in certain circumstances.)
- The Steward has a right to consult with the worker before the interview.
- When the worker requests Union representation, the Employer has 3 options:
  1. Grant the request and delay questioning until the Union representative is available.
  2. Deny the request and end the interview.
  3. Give the worker a choice of:
    - (a) Having the interview without representation or
    - (b) Ending the interview.

It is the Steward's right and the Steward's duty to assist and counsel workers during investigatory interviews. Steward's right during investigatory interviews include:

- The right to be informed of the subject matter of the interview (i.e., the charges).
- The right to consult with the worker before the questioning begins.
- The right to speak during the interview.
- The Steward can request the Supervisor clarify a question.
- After a question is asked, the Steward can give advice on how to answer.
- When the questioning ends, the Steward can provide additional information to the Supervisor.

If Weingarten rules are complied with, stewards have no right to tell workers not to answer questions, or to give false answers.

Stewards should explain Weingarten rights to co-workers. The following statement is useful for workers who may be asked to attend an investigatory meeting:

"I request to have a Union representative present on my behalf during this meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusational questions and any I believe may lead to discipline."

# TABLE OF CONTENTS

<b>Section 1 – RECOGNITION</b> .....	1
<b>Section 2 – NO DISCRIMINATION</b> .....	2
A. Discrimination Prohibited	
B. No Discrimination on Account of Union Activity	
<b>Section 3 – UNION SECURITY AND AGENCY FEE</b> .....	2
A. Notice of Recognized Union	
B. Payroll Deduction	
C. Workers’ Rights	
D. Unit Member’s Obligations to Exclusive Representation	
E. Definition of Agency Fee	
F. Annual Verification of Agency Fee By Union	
G. Workers’ Exempted From Obligation to Pay Union	
H. Payment Method	
I. Obligations of the Parties	
J. Hold Harmless	
K. Expiration Date of Agency Fees Provisions	
<b>Section 4 – UNION BULLETIN BOARD, MEETINGS &amp; ACCESS TO EMPLOYEES</b> .....	6
A. Bulletin Boards	
B. Use of Housing Authority Facilities	
C. Job Contacts	
D. Meetings	
E. Departmental Meetings	
F. Shop Steward Signs	
G. Access to Records	
H. Data to Union	
<b>Section 5 – SHOP STEWARDS</b> .....	8
A. Purpose	
B. Role of Steward and Supervisor	
C. Selection of Stewards	
D. Duties and Responsibilities of Stewards	
E. Changes in Steward or Number of Stewards	
F. Conduct of meetings	
G. Limitations of Time Off	
H. Shop Stewards	





**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA  
AND  
UNITED SERVICE EMPLOYEES, LOCAL 1021**

**THIS MEMORANDUM OF UNDERSTANDING** is entered into by the Housing Authority of the County of Alameda, said political subdivision hereafter designated as Housing Authority, and the United Service Employees, Local 1021 of the Service Employees International Union, AFL-CIO hereafter designated as "Union" as a recommendation to the Housing Authority of the County of Alameda Housing Commission of those conditions of employment which are to be in effect during the period June 8, 2012 to June 6, 2013 and for those employees working in representation units referred to in Section 1 hereof.

**SECTION 1. RECOGNITION**

- A. The Housing Authority recognizes the Union as the exclusive bargaining representative for all full-time employees working in classifications included in the Bargaining Unit as specifically enumerated in Appendix A attached hereto and to any other classifications which may be established substantially within the scope of the duties now included within these classifications. The representation of the Housing Authority and Unions shall meet for the purpose of assigning any other newly-created classifications to the appropriate bargaining units within thirty days after creation. Such placement shall be by mutual consent. In case of disagreement, an arbitrator shall decide the matter.
  
- B. In disputes between the Housing Authority and the Union over the assignment of newly created classifications to appropriate bargaining units, the arbitrator shall decide the matter on the following basis:
  - 1. The arbitrator shall reject any claim by the Union to any newly created classification whose duties are substantially within scope of:
    - (a) management designated classifications; e.g. project specialists, management specialists, administrative interns or other administrative classifications, or
    - (b) classifications represented by other employee organizations.
  
  - 2. The arbitrator shall reject any claim of the Union to any newly created classification which is other than full-time permanent or probationary unless the employees in such status have previously voted to be represented by the Union.
  
  - 3. The arbitrator shall determine any dispute over whether or not the scope of duties of a newly created classification is substantially within the scope of duties now included within an SEIU represented classification or if a newly created classification is without clear recent precedent in the Housing Authority service, whether or not the duties of

such classification are, in general character, similar to those within SEIU represented units provided, however, that the arbitrator shall have no power to assign a supervisory classification, as defined in the Meyers-Milias-Brown Act to a non-supervisory bargaining unit represented by the Union. In case of an arbitration involving classifications without clear recent precedent in the Housing Authority service, the arbitrator shall receive as relevant evidence the views of affected employees.

4. In the resolution of disputes arising from this Section 1., the provisions of Section 20. F. of the Memorandum of Understanding shall apply to the selection of an arbitrator.

## **SECTION 2. NO DISCRIMINATION**

- A. **DISCRIMINATION PROHIBITED.** No employee shall be appointed, reduced, or removed, or in any way be favored or discriminated against because of political or religious opinions or affiliations, or because of racial or national origin; and to the extent prohibited by law, no person shall be discriminated against because of age, sex or physical disability.
- B. **NO DISCRIMINATION ON ACCOUNT OF UNION ACTIVITY.** Neither Housing Authority nor employee organizations shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in Union activity, or, except as provided in Section 3. herein, because of the failure to exercise rights to engage in Union activity.

## **SECTION 3. UNION SECURITY AND AGENCY FEE**

- A. **NOTICE OF RECOGNIZED UNION.** The Housing Authority shall post within the employee work or rest area a written notice which sets forth the classifications included within each representation unit referred to in Section 1. hereof and which includes any classification existing in the department or agency, and the name and address of the recognized employee organizations for each such unit.

The department or agency shall also give a written notice on a form provided by the Union, to persons newly employed in representation unit classifications, which notice shall contain the name and address of the employee organization recognized for such unit and the fact that the Union is the exclusive bargaining representative for the employee's unit and classification.

- B. **PAYROLL DEDUCTION.** The Authority shall deduct Union membership dues, premiums for approved insurance programs and any other mutually agreed upon payroll deduction from the pay of Union members. These deductions must be authorized in writing by the employee on an authorization card acceptable to the Authority and the Union. The Authority shall remit such sums to the Union as soon as possible after deduction.

**C. EMPLOYEE RIGHTS.**

1. The Authority and the Union recognize the right of employees to form, join and participate in lawful activities of employee organizations. Neither party shall discriminate against an employee in the exercise of these alternative rights.
2. Accordingly, membership in the Union shall not be compulsory. An employee has the right to choose either: to become a member of the Union; or, to pay to the Union a fee for representation services; or, to refrain from either of the above course of action upon the grounds set forth in Section G. below.

**D. UNIT MEMBER'S OBLIGATIONS TO EXCLUSIVE REPRESENTATION.** An employee who does not fall within the exempted category as set forth in Section G.1. below, and who does not become a member in the Union within thirty (30) days following either the date upon which this Memorandum of Understanding is executed or the date upon which said employee was formally hired by the Authority as a bargaining unit employee, whichever date is later, must as a condition of employment in the Authority pay to the Union an agency fee, in exchange for representation services necessarily performed by the Union in its capacity as the exclusive bargaining agent. The standard of performance of the representation duties by the Union shall be the standard of the duty of fair representation as defined by law.

**E. DEFINITION OF AGENCY FEE.** The agency fee collected from non-Union bargaining unit employees pursuant to Section D. shall be limited to the Union's (local, state, and national) dues which may include the standard initiation fee, periodic dues and general assessments of the Union for representing such employees, minus the amount defined by law which is excludable for non-representational purposes as determined by the Union's internal procedure.

**F. ANNUAL VERIFICATION OF AGENCY FEE BY UNION.**

1. In the first year of this Agreement, only, within ninety (90) days of the ratification of this Agreement, the Union shall submit to the Authority a written financial report patterned after the financial report required pursuant to the Labor-Management Disclosure Act of 1959 or pursuant to Section 3546.5 of the California Government Code which the Union most recently filed with Alameda County under the terms of the Memorandum of Understanding in effect between the Union and Alameda County.
2. In each year thereafter for the life of this Agreement, the Union shall provide the Authority with the current financial report referred to in paragraph 1. above, within ninety (90) days following December 31 of each year.
3. Copies of such reports shall be available for employees subject to the agency fee requirements of this section at the offices of the Union. Failure to file such a report within ninety (90) days of December 31 of each year shall result in the termination of all agency fee deductions without jeopardy to any employee, until said report is filed.

**Section 6 – HOURS OF WORK: SCHEDULES AND REST PERIODS.....10**

- A. Work Schedule
- B. Work Day and Work Week
- C. Hours of Work Defined
- D. Rest Periods
- E. Conversion of Work Week from 37.5 to 40.0 Hours
- F. Voluntary Reduction of Work Period
- G. Lunch Periods
- H. Alternative Work Schedules
- I. Bi-Weekly Office Closure

**Section 7 – OVERTIME.....12**

- A. Regular Work Schedule Required
- B. How Overtime is Authorized
- C. Overtime Work Defined
- D. Overtime Payment
- E. Regular Rate Defined
- F. When Overtime Shall Be Paid
- G. When Compensating Time Off May Be Taken or Paid For

**Section 8 – LEAVES OF ABSENCE.....14**

- A. Leave May Not Exceed Six Months
- B. No Leave to Accept Outside Employment
- C. Military Leave
- D. Temporary Appointment Due to Military Leave
- E. Educational Leave
- F. Leave When Lent to Other Governmental Agency or Governmental Institution
- G. Leave of Absence to Accept Appointment to Another Position in the Classified Service
- H. Leave for Jury Duty or in Answer to Subpoena
- I. Disability Leave for Other Employment
- J. Personal Disability Leave
- K. Maternity Leave
- L. Death in Immediate Family
- M. Leave for Participation in Examination Process
- N. Leave for Participating in Selection Process
- O. Leave for Employment with the Union

**Section 9 – HOLIDAYS.....17**

- A. Holidays Defined
- B. Holidays to be Observed on Work Days
- C. Holiday Compensation
- D. Eligibility for Holiday Pay
- E. Conformity with State Holidays
- F. Exempt Work Situations

<b>Section 10 – VACATION LEAVE.....</b>	<b>19</b>
A. Accumulation of Vacation Leave	
B. Cash Payment in Lieu of Vacation Leave	
C. Date When Vacation Credit Starts	
D. When First Vacation is Due	
E. Maximum Vacation Leave	
F. Definition	
G. Effect of Leave Without Pay on Vacation Credit	
H. Effect of Absence on Continuous Service	
I. When Vacation Leave May Be Taken	
J. Personal Leave	
K. Rate of Vacation Pay	
L. Vacation Sell Back	
M. Vacation Purchase Plan	
<b>Section 11 – SICK LEAVE.....</b>	<b>24</b>
A. Sick Leave Defined	
B. Employee Defined	
C. Self-Inflicted Injury Excluded	
D. Industrial Sick Leave Supplement	
E. Cumulative Sick Leave Plan	
F. Sick Leave Bonus	
G. Medical Report	
H. Kin Care	
I. Catastrophic Sick Leave Program	
J. Sick Leave Credit at Retirement	
<b>Section 12 – WAGES.....</b>	<b>27</b>
<b>Section 13 – PREMIUM CONDITIONS.....</b>	<b>28</b>
A. For Call-Back	
B. For Temporary Assignment to a Higher Level Vacancy	
C. Reporting Pay	
D. Bilingual Pay	
<b>Section 14 – HEALTH PLANS.....</b>	<b>28</b>
A. Medical	
B. Dental	
C. Vision	
D. Waiver	
<b>Section 15 – ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES.....</b>	<b>29</b>
A. Mileage Rates Payable	
B. Minimum Allowance	
C. Premium Allowance	
D. Reimbursement for Property Damage	

- E. Mileage Reimbursement Insurance Conditions
- F. Mileage Reimbursement Requests

<b>Section 16 – TWO WEEKS NOTICE UPON TERMINATION.....</b>	<b>30</b>
<b>Section 17 – AFFIRMATIVE ACTION COMMITTEE.....</b>	<b>31</b>
<b>Section 18 – SAFETY.....</b>	<b>31</b>
<b>Section 19 – NOTIFICATION OF VACANCIES.....</b>	<b>31</b>
<b>Section 20 – GRIEVANCE PROCEDURE.....</b>	<b>31</b>
A. Definition	
B. Exclusion of Personnel Committee Matters	
C. Department Review and Adjustment of Grievances	
D. Waiver of Appeal Steps	
E. Binding Arbitration of Grievances	
F. Selection of Arbitrator	
G. Duty of Arbitrator	
H. Payment of Costs	
I. Effect of Failure of Timely Action	
J. Limitation of Stale Grievances	
K. Exclusion of Non-Recognized Organizations	
L. Grievance Rights for Former Employees	
<b>Section 21 – DISCIPLINARY APPEALS.....</b>	<b>35</b>
<b>Section 22 – DISABILITY INSURANCE BENEFITS.....</b>	<b>35</b>
<b>Section 23 – RETIREMENT PLAN.....</b>	<b>36</b>
<b>Section 24 – CONTRACTING OUT.....</b>	<b>36</b>
<b>Section 25 – TEMPORARY EMPLOYEES.....</b>	<b>37</b>
<b>Section 26 – NOTICE OF LAYOFFS.....</b>	<b>37</b>
<b>Section 27 – EFFECT OF MANDATED FRINGE BENEFITS.....</b>	<b>37</b>
<b>Section 28 – EDUCATIONAL STIPEND.....</b>	<b>38</b>
<b>Section 29 – LIFE INSURANCE.....</b>	<b>38</b>
<b>Section 30 – UNIFORM ALLOWANCE.....</b>	<b>38</b>
<b>Section 31 – SAVINGS CLAUSE.....</b>	<b>39</b>

<b>Section 32 – SCOPE OF THE AGREEMENT</b> .....	39
<b>Section 33 – ENACTMENT</b> .....	39
<b>Section 34 – NO STRIKE/NO LOCKOUT</b> .....	39
<b>Section 35 – TERM OF MEMORANDUM</b> .....	40
<b>Addendum “A”</b> .....	41

**G. EMPLOYEES EXEMPTED FROM OBLIGATION TO PAY UNION.**

1. Any unit member shall be exempted from the requirements of Section D. above if such employee is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations.
2. Such exempt employee shall, as an alternative to payment of an agency fee to the Union, pay an amount equivalent to such agency fee to one of the following:
  - (a) Women's Refuge;
  - (b) Emergency Shelter Program;
  - (c) Emergency Food Bank Network; or
  - (d) Any charity jointly agreed upon by the Authority and the Union. Such charities cannot be affiliated in any manner with the Union nor can such charities be related to an established religious organization.
4. The Union, upon written request, may require such exempt employee to submit a written affidavit explaining the cause and nature of the allowable objection to payment of an agency fee. In addition, the Union may require such exempt employee to submit proof of payment of an amount equivalent to such agency fee to one of the alternative funds or organizations listed above.
5. The Union understands and agrees not to contest the designation of one Secretary position in the Administrative Services Unit, as a Confidential position and that said position will not be represented by the Union.

**H. PAYMENT METHOD.**

1. Employees who are not exempted from payment under Section G.1. above may pay not less frequently than monthly the properly determined agency fee directly to the Union.
2. As an alternative to the direct payment method, an employee may voluntarily sign and deliver to the Authority a written assignment authorizing deduction of the properly established agency fee as defined in Section E. above, subject to the conditions set forth elsewhere in this Memorandum of Understanding for payroll deductions. Upon voluntary authorization duly completed and executed, the Authority will deduct from the pay of the employee and pay to the Union the normal and regular monthly agency fee.
3. (a) In the event that an employee who is not exempted from payment under Section E. does not voluntarily sign and deliver to the Authority an authorization pursuant to Section H.2. or pay the agency fee directly to the Union pursuant to Section H.1., the Union may request in writing that the



- Authority deduct from the pay of the employee and pay to the Union the normal and regular monthly agency fee without the approval of the employee.
- (b) Prior to making a request for the Authority to involuntarily deduct the agency fee from an employee's pay, the Union shall notify the employee of the request.
  - (c) If the unit member and the Union are unable to reach agreement on the manner of payment, the Union shall certify to the Authority in writing that the employee whose pay is to be affected by the deduction has: (1) refused to join the Union; and (2) has refused to tender the amount of the agency fee as defined herein; and (3) does not qualify for an exemption under Section G. herein. Further, the Union shall certify in writing (4) that the amount of the fee meets the requirements of Section E. herein, and (5) that the Union has informed the unit members in writing of the Union's procedures for employees who contest the amount of the fee.
  - (d) The Authority and the Union agree that such written certification is a condition precedent to the Authority's obligation to begin a payroll deduction retroactive to the date payments were first due.
4. (a) The Authority is under no obligation to make payroll deductions for periods during which an employee is either terminated from active employment or not on the Authority's active payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.
- (b) The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fees authorized.
- (c) When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues and service fees.
5. Upon the rehiring of any employee, or upon the recalling of an employee from layoff status, if in either case the employee had been separated from employment for more than ninety (90) days, the Authority will resume or initiate dues or agency fee deductions for such employee only upon a valid dues agency fee deduction authorization or the process described in this section.

## **I. OBLIGATIONS OF THE PARTIES.**

1. **AUTHORITY'S OBLIGATIONS.** The Authority's sole and exclusive obligations under this Article are to notify any employee who has failed to comply with the provisions of this Article that, as a condition of employment in the Authority, such employee must either become a Union member, pay an agency fee, either through voluntary or involuntary deductions, or establish an exempt status and make payment pursuant to provisions of Section H.1. of the Memorandum of Understanding, and to make payroll deductions pursuant to Section H.2. of this Memorandum. Under no

circumstances shall the Authority be required to dismiss any employee for failure to fulfill his/her obligations to pay the fees established herein.

2. **UNION'S OBLIGATIONS.** The Union, not the Authority, shall be solely responsible for requiring unit members to fulfill the obligations defined herein. It is the exclusive obligation of the Union to take any steps necessary to ensure collection of any agency fees which may be due and payable to the Union in consideration for its services as the exclusive representative of unit employees. The Union shall provide the Authority with fourteen (14) days advance notice prior to changes in rates in dues, fees, premiums or other mutually agreed upon payroll deductions from Union members.

J. **HOLD HARMLESS.** The Union shall hold the Authority harmless, and shall fully and promptly reimburse the Authority for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, whether formal or informal, which are actually brought, or attempted or threatened to be brought, against the Authority or any of its agents or employees in connection with the interpretation, application, administration, endorsement or enforcement of any section of this Agreement pertaining to agency fee. Such reimbursement shall include, but not be limited to, court costs, litigation expenses, and reasonable attorney's fees incurred by the Authority. The existence of or extent of any indemnification/reimbursement obligation under this section shall be subject to the grievance procedure set forth in this Memorandum of Understanding.

K. **EXPIRATION DATE OF AGENCY FEES PROVISIONS.** It is agreed and understood by the parties to this Memorandum of Understanding that the provisions, rights and obligations herein pertaining to payment of an agency fee and dues deductions shall not survive beyond the term of this Memorandum of Understanding and shall accordingly expire upon expiration of this Memorandum of Understanding unless mutually extended by the parties in writing.

#### **SECTION 4. UNION BULLETIN BOARD, MEETINGS, & ACCESS TO EMPLOYEES**

A. **BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by the Executive Director for use by employees and Union to communicate with departmental employees.

Material shall be posted upon the bulletin board space as designated, and not upon walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the Housing Authority employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely. The Union shall bear the responsibility for informing its members of this provision.

- B. USE OF HOUSING AUTHORITY FACILITIES.** Housing Authority facilities may be made available upon timely application for use by off-duty employees and the Union. Application for such use shall be made to the management person under whose control the facility is placed.
- C. JOB CONTACTS.** Any authorized representative of the Union shall have the right to contact individual employees working within the representation unit represented by his/her organization in Housing Authority facilities during business hours on matters within the scope of representation, providing prior approval has been received for each such contact from the Executive Director or his/her designated representative. Permission for such contacts shall be granted not later than the end of the next workday after such request has been made, if in the judgment of the Executive Director or his/her designated representative, it will not disrupt the business of the work unit involved. When contact on the work location is precluded by confidentiality of records, or of work situation, health and safety of employees or the public, or by disturbance to others, the Executive Director or his/her representative shall make other arrangements for a contact location removed from the work area during the same work day or the following work day.
- D. MEETINGS.** Meetings of a representative of a recognized employee organization and a group of employees shall not be permitted during working hours, except as provided in Section 20. hereof. The Executive Director or his/her designated representative may, upon timely application, allow meetings of a representative of a recognized employee organization and a group of employees during the lunch period in Housing Authority facilities and at convenient dates. No contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal employee organization business.
- E. DEPARTMENTAL MEETINGS.** Unless otherwise agreed, representatives or employees of employee organization shall not be permitted to attend meetings or conferences called by departmental personnel to attend to matters arising out of the normal course of departmental activities.
- As used herein, departmental meetings shall not include meetings between management and affected employees on matters mutually acknowledged to be submitted under Section 20. - Grievance Procedure.
- F. SHOP STEWARD SIGNS.** Shop stewards may identify themselves by use of an appropriate sign or placard so long as the sign or placard is no larger than four (4) inches by twelve (12) inches.
- G. ACCESS TO RECORDS.** Union representatives shall be permitted to review employee records when accompanied by the employee or upon presentation of a written authorization signed by the employee. The Housing Authority may verify any written authorization. The Union's access to employee records shall be for good cause only. Third party reference material shall not be made available.

H. **DATA TO UNION.** The Housing Authority shall, upon request, supply the Union with the names, home and office addresses, and classifications of all employees in represented units. Such service shall be supplied at no more than cost to the Housing Authority.

I. **ATTENDANCE AT COMMISSION MEETINGS.**

The Union may designate two representatives, only one of whom may be released to attend the monthly public meetings of the Housing Commission/Personnel Committee. The work schedule of the designated employee in attendance for that day shall be adjusted to allow for a thirty (30)-minute period for public meeting attendance at 8:00 a.m. under the provisions in Section 6.I.6. regarding the flexibility of work schedules for hardship reasons.

In the event there is an executive session scheduled prior to the commencement of the public meeting, the employee's work schedule shall start at his/her normal time. After the conclusion of the executive session and when the public meeting begins, the designated employee may attend the public meeting on his/her own time using the hardship flexibility clause in Section 6.I.6. for purposes of adjusting their work schedule in order to allow the employee to resume a regular work schedule following the thirty (30)-minute period of meeting attendance.

J. **OFFICIAL CORRESPONDENCE.** The Authority shall send copies of all formal, non-confidential Authority-initiated correspondence regarding labor relations issues to both the SEIU Field Representative and the designated Chapter President, as long as SEIU has informed the Authority in writing of the identities of the field representative and the Chapter President.

## **SECTION 5. SHOP STEWARDS**

A. **PURPOSE.** The Housing Authority recognizes the need and affirms the right of the Union to designate shop stewards from among employees in the unit. It is agreed that the Union in appointing such shop stewards does so for the purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest level of supervision.

B. **ROLE OF STEWARD AND SUPERVISOR.** The shop steward recognizes the fact that the supervisor is the key person in the department and, as such, is responsible to higher management for the quality and quantity of work. As the supervisor is the key person for management, the shop steward is the key person for the Union. They must promote and maintain good morale and friendly relations and must be willing to meet in good faith to settle grievances as they arise, exercising a positive approach. There must be mutual respect on both sides in these relations. The shop steward understands that his/her stewardship function does not relieve him/her from conforming to all rules of conduct and standards of performance

established by law, regulation, Housing Authority or department policy, or Memorandum of Understanding.

- C. **SELECTION OF STEWARDS.** The Union shall reserve the right to designate the method of selection of shop stewards. The Union shall notify the Executive Director in writing of the names of the stewards and the units they represent. If a change in stewards is made, the Executive Director shall be advised in writing of the steward being replaced and the steward named to take his/her place. The number of stewards shall be mutually agreed upon and a list of stewards shall be submitted to each department concerned.
- D. **DUTIES AND RESPONSIBILITIES OF STEWARDS.** The following functions are understood to constitute the complete duties and responsibilities of shop stewards for which they are entitled to on-duty time:
1. After obtaining supervisory permission, shop stewards will be permitted to leave their normal work areas during on-duty time not to exceed eight (8) hours per pay period, in order to assist in investigation of facts and presentation of grievances and/or to represent employees in disciplinary hearings and appeals conducted pursuant to Article 13.3. and 13.4. of the Personnel Rules. The steward's workload may be adjusted, as deemed appropriate by the Executive Director. To obtain permission to investigate a grievance or appeal on-duty time, the steward shall advise the supervisor of the grievant-appellant, of his/her investigation of the facts, and the general nature of the grievance or appeal. The shop steward is permitted to discuss the problem with all employees immediately concerned and outside interested parties will not be contacted by stewards as part of the grievance or appeal process. The employee may be represented by a steward at such times as a grievance is reduced to writing.
  2. If (in the judgment of the supervisor because of the necessity of maintaining adequate level of service) permission cannot be granted immediately to the shop steward in order to present or investigate a grievance or appeal, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission.
- E. **CHANGES IN STEWARD OR NUMBER OF STEWARDS.** If management reassigns a shop steward which will leave his/her present work location without a steward, the Union shall have the right to appoint a replacement. Should the Union wish to change stewards during the grievance procedure, it may do so provided that only one steward will be allowed time off from work upon one occasion to investigate the grievance.
- F. **CONDUCT OF MEETINGS.** Any meeting of shop stewards and supervisors will be held in a quiet, dignified manner. Management employees will agree to recognize and work with Union stewards in a conscientious effort to settle problems at the earliest possible step of the grievance procedure.

- G. **LIMITATIONS OF TIME OFF.** Stewards shall not be permitted time off from their work assignment for the purpose of conducting general Union business.
- H. **SHOP STEWARDS.** The Union shall be entitled to appoint three (3) stewards for employees represented within the Memorandum of Understanding between the Alameda County Housing Authority and SEIU Local 1021.

**SECTION 6. HOURS OF WORK: SCHEDULES AND REST PERIODS**

- A. **WORK SCHEDULE.** The Executive Director shall prepare a schedule showing the hours each employee is to work, and the days each employee is scheduled to work.

- B. **WORK DAY AND WORK WEEK.**

**6.B.1. WORK DAY:** The normal workday shall be 8.33 hours, 8:00 a.m. to 5:05 p.m. for nine (9) days of a pay period, (45 minute lunch) for employees working seventy-five (75) hours per pay period.

For employees working eighty (80) hours a pay period, the normal workday shall be nine (9) hours, 8:00 a.m. to 5:30 p.m. for five (5) days of a pay period, (one-half (½) hour lunch), and 8.75 hours 8:00 a.m. to 5:30 p.m. for four (4) days of a pay period (forty-five (45) minute lunch).

**6.B.2. WORK WEEK:** The work week shall commence on Friday at 12:00 a.m. for employees and run until the subsequent Friday at 12:00 a.m.. The first week of a pay period shall be 37.32 hours and the second week shall be 37.68 hours for 75-hour employees. 80-hour employees shall work two (2) forty (40)-hour weeks in each pay period.

- C. **HOURS OF WORK DEFINED.** Hours worked, including all hours suffered to be worked, shall include all time not under the control of the employee whether such hours are worked in the Housing Authority's work place or in some other place where the employee is carrying out the duties of the Housing Authority.

- 1. All employees shall punch in at the beginning of the work day. Employees who punch in on-time need not punch in or out the rest of the day.
- 2. Employees who punch in late must have their time cards signed by their department supervisor or the supervisor's designee and punch in and out for lunch and at the end of the day.
- 3. Housing Authority reserves the right to require any employee who is habitually late returning from lunch to punch in and out until his or her behavior is corrected.

- D. **REST PERIODS.** Each employee shall be granted a rest period of fifteen (15) minutes during each work period of more than three (3) hours' duration, provided however that rest periods are not scheduled during the first or last hour of such period of work. No wage deduction shall be made nor time off charged against employees taking authorized rest periods

nor shall any rights to overtime be accrued for rest periods not taken. There is no obligation upon the Housing Authority to provide facilities for refreshments during the rest periods or for procurement thereof.

E. **CONVERSION OF WORK WEEK FROM 37.5 TO 40.0 HOURS.** Employees in classification converting to a forty (40)-hour week shall carry over their vacation and sick leave balance in the same number of days and fractions of days recorded for the thirty-seven point five (37.5)-hour work week.

F. **VOLUNTARY REDUCTION OF WORK PERIOD.** Upon mutual agreement of a full-time permanent employee covered by this Memorandum of Understanding and the Executive Director or his/her designee, any such employee may elect to reduce work hours with an equal reduction in pay and paid benefits for periods of up to thirteen (13) pay periods as follows:

1. An employee and the Executive Director or his/her designee may agree that the employee shall work a part-time work schedule of 90%, 80%, 70%, 60%, or 50% in any bi-weekly pay period with a corresponding reduction in pay and paid benefits as set forth in Paragraph 4.
2. Employees working an approved reduced work schedule shall revert to full-time work status at the end of the agreed-to-period or if the employee transfers, promotes, demotes, terminates, or in any other way changes his/her status with the Housing Authority he/she shall be removed from the reduced work schedule.
3. With ten (10) calendar days advance notice, the Executive Director or his/her designee may unilaterally terminate an approved reduced work schedule in the event of an unanticipated staffing or fiscal emergency. The determination to terminate the approved reduction shall be final and non-grievable.
4. Employees opting to reduce hours under this Section shall be deemed full-time employees for all purposes of this Memorandum of Understanding, including dental coverage pursuant to Section 14., except that such employees shall be entitled to paid leave accruals and health plan contributions on a prorated basis during such periods.

G. **LUNCH PERIODS.** Employees shall be entitled to an uninterrupted meal period of thirty (30) minutes, or forty-five (45) minutes depending on the daily schedule, which shall be scheduled by their unit supervisor at approximately the mid-point of the workday.

80-hour/pay period employees shall take lunch from 12:00-12:30 on Friday of the first week of the pay period.

H. **ALTERNATIVE WORK SCHEDULES.** The Housing Authority acknowledges that it has never had nor expects to have evening work, night work, weekend work, split shifts, or standby duty. Should the occasion arise where this assignment is necessary, the Housing Authority agrees to follow whatever administrative practices (including pay premiums) that

are in effect covering such situations for SEIU represented employees employed by the County of Alameda.

**I. BI-WEEKLY OFFICE CLOSURE.**

1. Daily work schedule as follows:

- 75-hour/pay period employees shall work 8:00 a.m. to 5:05 p.m. with a forty-five (45) minute lunch for nine (9) days = seventy-five (75) hours. The official work week for overtime purposes for 75-hour employees would begin at 12:00 a.m. on Friday until the subsequent Friday at 12:00 a.m.
- 80-hour/pay period employee shall work 8:00 a.m. to 5:30 p.m. with forty-five (45) minute lunch for four (4) days = 35 hours, and 8:00 a.m. to 5:30 p.m. with ½ hour lunch for five (5) days = forty-five (45) hours. The official work week for overtime purposes for 80-hour employees would begin at 12:00 a.m. on Friday until the subsequent Friday at 12:00 a.m.

2. Office Closed on Alternate Fridays. Payday would become the second Thursday in the pay period for submitting time sheets and collecting paychecks.
3. When a Holiday Occurs on a Scheduled Work Day. The office will be closed and employees will receive holiday pay for the full day, so long as they meet the eligibility requirements contained in this contract.
4. When a holiday occurs on a Friday in which the office is closed, employee who are in full time paid status the scheduled workday before and the scheduled work day after will receive a Floating Holiday added to their balances with the next payroll submittal.
5. Paid Leaves. Employees shall be entitled to use sick leave, vacation, and other paid or unpaid leave for the full 8.33 or 8.9 hours, whichever applies, of each scheduled work day, if otherwise eligible for said leaves.
6. Managers are given discretion, in hardship situations, to allow some 75-hour employees a ½ hour lunch schedule, allowing them to leave at 4:50 p.m. or to allow them to start at 8:15 a.m. For the purpose of this section, hardship shall be defined as, but not limited to child care requirements and length of commute. Requests for hardship schedules may be granted on a “first come, first serve basis,” with ties broken by seniority, as referenced in Memorandum of Understanding Section 10. Vacation I.1. Requests for hardship schedules shall not be unreasonably denied and will be reviewed each January.

**SECTION 7. OVERTIME**

- A. REGULAR WORK SCHEDULE REQUIRED.** Each unit supervisor shall prepare a schedule designating the hours each employee in his/her department or office shall work on a weekly basis. Work for the Housing Authority by an employee at times beyond the work



week so scheduled shall be approved in advance by the Executive Director or, in cases of unanticipated emergency, shall be approved by the Executive Director and entered into department records.

- B. **HOW OVERTIME IS AUTHORIZED.** No employee shall work overtime unless written authorization for overtime pay has been given by the Executive Director or his/her authorized representative in accordance with Section 7.A. herein.
- C. **OVERTIME WORK DEFINED.** Overtime work shall be defined as all work performed in a work week pursuant to subparagraphs A. and B. of this Section in excess of the work week set forth in Section 6.B.2. of this Memorandum of Understanding. Holidays and paid time off shall count toward the accumulation of the work week.
- D. **OVERTIME PAYMENT.** Except as provided in the Flextime Guidelines, all overtime work shall be compensated as follows:

Employees in Appendix A of this Memorandum of Understanding shall be compensated for all time worked in excess of thirty-seven point thirty-two (37.32) or thirty-seven point sixty-eight (37.68) hours in a week and less than forty (40) hours in a week at straight time plus compensatory time off at the rate of one-half ( $\frac{1}{2}$ ) times the number of hours or fractions of hours worked and shall be compensated at one and one-half ( $1\frac{1}{2}$ ) times the regular rate for work after forty (40) hours in a week, provided that employees shown to be on a forty (40)-hour work week and shall be compensated at one and one-half ( $1\frac{1}{2}$ ) times the regular rate for work after forty (40) hours in a week.

- E. **REGULAR RATE DEFINED.** For purposes of this Section, regular rate shall be defined as the total compensation during the work week as defined by the Department of Labor's regulations relating to the Fair Labor Standards Act divided by the total number of hours worked that week. This amount shall be no less than the hourly rate calculated by dividing the employee's bi-weekly salary as defined in Appendix A by the number of hours in the employee's regular bi-weekly schedule as defined in Appendix A .
- F. **WHEN OVERTIME SHALL BE PAID.** Compensation for overtime work shall be paid not later than the completion of the pay period next succeeding the pay period in which such overtime was earned.
- G. **WHEN COMPENSATING TIME OFF MAY BE TAKEN OR PAID FOR.** Accumulated compensating time off should be taken off within twenty-six (26) pay periods following the pay period in which it was earned. Scheduling of compensating time off shall be by mutual agreement of the employee and the unit supervisor, provided that the unit supervisor may require that an employee adjust his/her work week in order to avoid overtime penalties and, provided further, that the Unit Supervisor shall schedule compensating time off for all accumulated compensating time off in excess of eighty (80) hours.

Compensating time off due an employee must be granted to such employee prior to his/her separation, but not in an amount exceeding an aggregate of eighty (80) hours.

An employee may cash out compensating time off at anytime at his/her current pay rate.

The Housing Authority agrees to keep track of employee compensating time off earned and taken, by using the Housing Authority payroll system's time sheet, leave slip and reporting capabilities, in lieu of keeping such information solely on the department level.

## **SECTION 8. LEAVES OF ABSENCE**

- A. **LEAVE MAY NOT EXCEED SIX MONTHS.** A leave of absence without pay may be granted by the Executive Director upon the request of the employee seeking such leave, but such leave shall not be for longer than six (6) months, except as hereinafter provided.
- B. **NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT.** A leave of absence without pay may not be granted to an employee accepting either private or public employment outside the service of the Housing Authority, except as hereinafter provided.
- C. **MILITARY LEAVE.** Every employee shall be entitled to military leave of absence as specified in Chapter 7, Part 1, Division 2 of the California Military and Veterans' Code. For active duty service, an employee shall be eligible for up to thirty (30) calendar days of paid Military Leave, if he/she has been continuously employed for a period of one (1) year with the Housing Authority. Active service in the National Guard shall not require the previous year of service to be eligible for up to thirty (30) calendar days of paid Military Leave.

Additionally, for training service, an employee shall be eligible for up to thirty (30) calendar days of paid leave if he/she has been continuously employed for a period of one (1) year with the Housing Authority and he/she has at least one (1) year of military service credit.

Military leave shall be paid for scheduled workdays occurring during the thirty (30) calendar day period, including holidays as referenced in Section 9.A herein.

- D. **TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE.** The Executive Director may grant an employee a leave of absence without pay from his/her position to permit such an employee to be temporarily appointed to fill a position which is vacant as the result and during the period of a military leave of absence.
- E. **EDUCATIONAL LEAVE.** A leave of absence without pay may be granted by the Executive Director upon the request of an employee seeking such leave for the purpose of education, but no one such leave of absence shall exceed a period of one (1) year.

- F. **LEAVE WHEN LENT TO OTHER GOVERNMENTAL AGENCY OR GOVERNMENTAL INSTITUTION.** A leave of absence without pay may be granted by the Executive Director to any employee who is lent to another governmental jurisdiction, to an agency engaged in a survey of government practices, or to an educational institution; but no one such leave of absence shall exceed a period of one (1) year.
- G. **LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO ANOTHER POSITION IN THE CLASSIFIED SERVICE.** An employee having tenure in a classification who is appointed to another classification of the Housing Authority may be granted a leave of absence without pay from the position to which he/she has tenure until he/she obtains tenure to such other position, or his/her appointment thereto is terminated for any reason, whichever first occurs. In the event of the return of such employee to the position from which leave of absence was granted, the employee with the least total Authority service as defined in Personnel Rules Article 24.1 in such class shall be laid off if all authorized positions are filled.
- H. **LEAVE FOR JURY DUTY OR IN ANSWER TO SUBPOENA.** Sufficient paid leave shall be granted to permit an employee to travel between the work place and the court and while serving on jury duty or in answer to a subpoena as a witness arising out of the course of their Housing Authority employment. Any jury or witness fee awarded to such person, less reimbursement for mileage, shall be deposited with the Housing Authority Finance Director. When an employee is excused from jury duty or from answering a subpoena as a witness in time to report for at least one-half ( $\frac{1}{2}$ ) his/her regularly scheduled work day, the employee shall report to duty; and jury duty pay under this Section shall be reduced accordingly. If the employee fails to report as set forth herein, he/she shall be docked for the balance of the day. The employee shall apply for standby jury duty if the court permits this option. An employee whose work assignment precludes participation in the standby jury duty shall be exempted from this requirement, provided that the Executive Director or his/her designee may adjust an employee's work assignment to permit the employee to apply for standby duty.
- I. **DISABILITY LEAVE FOR OTHER EMPLOYMENT.** Anything in this Memorandum of Understanding to the contrary notwithstanding, any person who because of sickness or injury is incapable of performing his/her work or duties in the service of the Housing Authority may, within the discretion of the Executive Director, be granted sick leave of absence without pay during such disability to accept such employment.
- J. **PERSONAL DISABILITY LEAVE.** After six (6) months from date of employment, an employee shall be entitled to leaves of absence without pay for not more than two (2) periods aggregating to no more than ninety (90) calendar days within a twelve (12)-month period upon presentation of acceptable proof of his/her person disability. Before such leave, the employee must have used all accrued vacation, paid sick leave, or compensating time off, unless the employee is receiving accrued vacation, paid sick leave, or compensating time off as a supplement to disability insurance benefits under Section 22. of this Memorandum of

Understanding; in which event, the employee shall be entitled to personal disability leave. But the employee's entitled personal disability leave shall be reduced by the hourly equivalent of the disability insurance payment (hours of personal disability deducted per pay period equals two (2) times the employee's weekly disability insurance entitlement divided by the employee's normal hourly rate) provided, however, that an employee who has exhausted paid leave balances and is receiving disability insurance only shall have personal disability leave deducted on a day-for-day basis. Such leave may be extended by mutual agreement of the employee and the Housing Authority.

The Housing Authority may require acceptable proof of the employee's ability to return to work provided that the Housing Authority shall notify the employee in writing of such requirement in advance. If the submitted proof is deemed unacceptable, the Housing Authority shall immediately notify the employee in writing of existing deficiencies in the submitted proof. Employees granted leave under this Paragraph shall be returned to the same classification; the Housing Authority shall make its best effort to return such employee to the same geographical location, and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Housing Authority has used its best efforts herein shall not be subject to the grievance procedure.

- K. **MATERNITY LEAVE.** A pregnant employee shall furnish her unit supervisor a statement which indicates the estimated date of delivery. A pregnant employee is entitled to a maternity leave of up to four (4) months, the dates of which are to be mutually agreed upon by the employee and the Housing Authority. Such an employee may elect to take accrued vacation or compensating time off or sick leave during the period of maternity leave. In the event an employee requests to return from maternity leave prior to the previously agreed upon return date, the Housing Authority may require acceptable proof of the employee's ability to return to work, provided that the Housing Authority shall notify the employee in writing of such requirement. The employee shall be entitled to sick leave with pay accumulated pursuant to Section 11.E. of this Memorandum of Understanding, and with the approval of the Executive Director, shall be entitled to sick leave with pay for which she is otherwise eligible pursuant to Section 11.F. of this Memorandum. Reinstatement subsequent to maternity leave of absence shall be the same classification from which leave was taken, and the Housing Authority shall make its best effort to return such employee to the same specialization within a classification, if one exists. Questions as to whether or not the Housing Authority has used its best effort herein shall not be subject to the grievance procedure.
- L. **DEATH IN IMMEDIATE FAMILY.** Leave of absence with pay because of death in the immediate family of an employee in the Housing Authority service may be granted by the Executive Director for a period not to exceed three (3) days. An additional three (3) days leave may be granted by the Executive Director and charged to the employee's accrued sick leave balance.

Entitlement to leave of absence under this Section, insofar as the first three (3) days are concerned, shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave. For purposes of this Section "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner (as defined in Addendum A), son, stepson, daughter, stepdaughter, brother, sister, foster parent, foster child, grandchild, grandparent, or any other person sharing the relationship of in loco parentis; and when living in the household of the employee, a brother-in-law, sister-in-law, mother-in-law, or father-in-law.

In the case of the death of the employee's mother-in-law or father-in-law, where the decedent was not living in the employee's household, the employee shall be entitled to two (2) days of paid leave of absence.

- M. **LEAVE FOR PARTICIPATION IN EXAMINATION PROCESS.** Upon forty-eight (48) hours advance notice by the employee to his/her supervisor, an employee shall be granted paid leave while participating in an Alameda County Housing Authority examination which is scheduled during the employee's working hours. Sufficient paid leave shall be granted to permit the employee to travel between the work place and the testing site.
- N. **LEAVE FOR PARTICIPATING IN SELECTION PROCESS.** Upon twenty-four (24) hours advance notice by the employee to his/her supervisor, an employee who has received a certification for an Alameda County Housing Authority employment interview shall be granted paid leave while participating in the interview scheduled during the employee's working hours. Sufficient paid leave shall be granted to permit the employee to travel between the work place and the site of the interview. Interviews for jurisdictions other than the Alameda County Housing Authority are exempted from this position.
- O. **LEAVE FOR EMPLOYMENT WITH THE UNION.** Upon written notification from the Union and the agreement of the Housing Authority, one employee shall be granted a leave of absence without pay for a period of up to three (3) months in a (12) twelve month period to work for SEIU Local 1021.

The Housing Authority shall make its best effort to return employees granted leave under this paragraph to their same position upon completion of this leave. Questions as to whether or not the Housing Authority has used its best efforts herein shall not be subject to the grievance procedure.

## **SECTION 9. HOLIDAYS**

- A. **HOLIDAYS DEFINED.** Paid holidays shall be:
  - January 1 - New Year's Day
  - Third Monday in January - Dr. Martin Luther King's Birthday
  - February 12 - Lincoln's Birthday

Third Monday in February - Washington's Birthday  
March 31 – Cesar Chavez’s Birthday  
Last Monday in May - Memorial Day  
July 4 - Independence Day  
First Monday in September - Labor Day  
September 9 - Admission Day  
Second Monday in October - Columbus Day  
November 11 - Veterans' Day  
Fourth Thursday in November - Thanksgiving Day/Day after Thanksgiving Day  
December 25 - Christmas Day

All other days appointed by the President of the United States or the Governor of the State of California for a public fast, national day of mourning, thanksgiving, or holiday, and approved by a majority of the members of the Housing Commission.

In the event such a day is appointed by the President or the Governor, the Executive Director his/her designee shall make his/her best effort to contact the members of the Housing Commission in a timely fashion and to seek their determination of the applicability of the holiday. If time permits, the question of the applicability of the holiday shall be scheduled for consideration by the Commission at its next regular meeting.

When a holiday occurs on a Friday in which the office is closed, employees who are in a full-time paid status, the scheduled workday before and the scheduled work day after will receive a Floating Holiday added to their balances with the next payroll submittal.

Floating Holidays are valued at 8.33 hours of paid leave per holiday for all employees, except that those employees who work in classifications requiring an eighty (80)-hour per pay period schedule as indicated in the salary schedules within this MOU shall have their Floating Holidays valued at 8.9 hours of paid leave per holiday.

Two Floating Holidays to be scheduled by mutual agreement of the employee and his/her supervisor and taken within the fiscal year, except that employees who have completed fourteen (14) years of Housing Authority service shall receive four Floating Holidays each year, until they reach eighteen (18) years of service, at which time they shall revert to two Floating Holidays each year.

Employees hired on or after April 1 of any fiscal year are not eligible to receive the Floating Holiday in that fiscal year.

**B. HOLIDAYS TO BE OBSERVED ON WORK DAYS.** In the event that January 1, February 12 (known as Lincoln's Birthday), March 31 (known as Cesar Chavez’s Birthday), July 4, September 9 (known as Admission Day), November 11 (known as Veterans' Day), or December 25 shall fall on a Saturday, said holiday shall be observed on the preceding Friday.

In the event that any of said holidays enumerated in this subparagraph B. shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed a day of national mourning or celebration shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

In the event that a holiday occurs on an employees scheduled work day, the hours of said holiday pay for each employee shall be the same as the hours in that work day schedule for each employee.

- C. **HOLIDAY COMPENSATION.** Holidays not worked shall be compensated at straight time. In the event any employee shall work longer than the normal work week as set forth in Section 6.B. or when applicable Section 6.F.1. of this Memorandum of Understanding by virtue of having worked the holiday, such employee shall be compensated at straight time in cash and time-and-one-half off in compensatory time for such hours worked. Time off in lieu of a holiday shall be scheduled by mutual agreement of the employee and the Housing Authority within twenty-six (26) pay periods.
- D. **ELIGIBILITY FOR HOLIDAY PAY.** Except as provided in Section 9.A. To be eligible for holiday pay, except pay for a Floating Holiday, an employee must be on at least one-half (½) day's paid status the scheduled work day before and the scheduled work day after the holiday.
- E. **CONFORMITY WITH STATE HOLIDAYS.** In the event the Legislature shall amend Section 6700 of the Government Code to change the date a holiday listed in Paragraph A. hereof is observed, employees subject to this Memorandum of Understanding shall celebrate said holiday in conformity with the State. This Paragraph shall not be applied so as to increase or decrease the number of holidays set forth in Paragraph A. hereof.
- F. **EXEMPT WORK SITUATIONS.** Time spent in study courses, seminars, and meetings of professional groups is exempt from the provisions of this Section.

## **SECTION 10. VACATION LEAVE**

- A. **ACCUMULATION OF VACATION LEAVE.** Each person in the service of the Housing Authority shall accrue vacation leave as follows:
  - 1. 2.89 hours for 75-hour/pay period employees, and 3.08 for 80-hour/pay period employees, for each full-time bi-weekly pay period on paid status until completion of seventy-eight (78) full-time bi-weekly pay periods (three (3) years) of continuous employment.
  - 2. 4.33 hours for 75-hour/pay period employees, and 4.62 for 80-hour/pay period employees, for each full-time bi-weekly pay period on paid status after completion of seventy-eight

(78) full-time bi-weekly pay periods (three (3) years) of continuous employment and until completion of two-hundred and sixty (260) full-time bi-weekly pay periods (ten (10) years) of continuous employment.

3. 5.77 hours for 75-hour/pay period employees, and 6.15 for 80-hour/pay period employees, for each full-time bi-weekly pay period on paid status after completion of two-hundred and sixty (260) full-time bi-weekly pay periods (ten (10) years) of continuous employment.
4. 7.22 hours for 75-hour/pay period employees, and 7.69 for 80-hour/pay period employees, for each full time bi-weekly pay period on paid status after completion of four-hundred and sixty-eight (468) full time bi-weekly pay periods (eighteen (18) years) of continuous employment.
5. Effective June 11, 2000, employees attaining a vacation balance of two (2) times their annual accrual, shall cease accruing vacation until their balances drop below said limit.

- B. CASH PAYMENT IN LIEU OF VACATION LEAVE.** An employee who leaves the Housing Authority service for any reason shall be paid at the rate shown in subparagraphs A. and B. of this Section for unused vacation accrued to the date of his/her separation, provided that no employee may receive vacation payoffs exceeding what he/she earned during the last two years before leaving Housing Authority service.

Employees shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which do not exceed the amount for which they can receive cash payment hereunder upon termination. Unit supervisors shall make reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such requests is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination.

- C. DATE WHEN VACATION CREDIT STARTS.** Vacation credit shall begin on the first day of employment.
- D. WHEN FIRST VACATION IS DUE.** The first vacation leave for any employee shall be due only after the completion of at least one-hundred and thirty (130) working days or thirteen (13) pay periods of employment, except as provided in subparagraph J. hereof.
- E. MAXIMUM VACATION LEAVE.** An employee shall be allowed to take one and one-half (1½) times his/her annual vacation accrual during any calendar year, provided that he/she has accumulated sufficient unused vacation leave. An employee, with the permission of the Executive Director, may take vacation in excess of one and one-half (1½) times his/her annual vacation accrual during any calendar year, if he/she has accumulated sufficient unused vacation leave.
- F. DEFINITION.** For the purpose of this Section, "working day" shall mean any day upon which an employee would normally be required to work.



- G. **EFFECT OF LEAVE WITHOUT PAY ON VACATION CREDIT.** No vacation credit shall be earned during the period when an employee is absent on leave without pay.
- H. **EFFECT OF ABSENCE ON CONTINUOUS SERVICE.** Absence on authorized leave with or without pay and time during which an employee is temporarily not employed by the Authority, if followed by re-employment within one (1) year, shall not be considered as an interruption of continuous service for the purpose of this Section. Time during which an employee is laid off because his/her services are not needed, if followed by re-employment within three (3) years, shall not be considered as an interruption of continuous service for the purpose of this Section.

The period of time such employee is absent on authorized leave without pay, or temporarily not employed, or laid-off shall not be counted in computing such weeks of continuous employment for the purpose of this Section, provided that for the purposes of qualifying for the point seven-hundred and sixty-nine (.769) working days rate of vacation leave, where a person has been employed by the Authority without interruption for the past five-hundred and twenty-one (521) weeks, all service of such employee shall be deemed to have been continuous.

I. **WHEN VACATION LEAVE MAY BE TAKEN.**

- 1. Except as provided in Paragraph 2. hereof, vacation shall be scheduled by mutual agreement of the employee and the Executive Director or his/her designee. In the event of conflicting requests from the employees, the matter shall be decided in favor of the employee having the longest Housing Authority service in a classification within a vacation-scheduling unit.

In the event of a tie in Housing Authority service in a classification within a scheduling unit the following applies in this order:

- (a) Employee with longest total service in the scheduling unit (less LWOP)
- (b) Employee with longest service in the classification (less LWOP)
- (c) Employee with longest Housing Authority service (less LWOP)

Subsequent vacation requests within the same calendar year shall be resolved in favor of the most senior employee who has not by virtue of his/her senior position previously had such a conflict resolved in his/her favor during the calendar year. In the event of vacation schedule conflict among employees, all of whom have by virtue of their senior position had such conflicts resolved in their favor during the calendar year, the senior employee who has had the least number of conflicts resolved in his/her favor shall prevail. When written submission of a vacation request is required pursuant to this Paragraph 1., the Housing Authority shall respond within thirty (30) calendar days in writing or shall schedule the vacation requested by the employee.

The employee's seniority for vacation seniority purposes begins once he/she enters a vacation scheduling unit within his/her classification. Should an employee change his/her scheduled unit and/or classification, the seniority accrual for vacation purposes starts over. Promotion within a flexibly staffed position for purposes of vacation seniority will not be considered a change in classification.

2. In the event that vacation scheduling pursuant to Paragraph 1. hereof is impractical due to the size of the department vacation-scheduling unit involved or other reasons, the following procedures shall apply:

In a month established by the Executive Director, any employee may submit up to three (3) choices of preferred vacation period for the subsequent twelve (12) months. The department shall approve such choices on the basis of employee seniority as set forth in Paragraph 1. hereof. The department shall post a list of approved and scheduled vacations no later than six (6) weeks following the end of the designated month in which the vacation requests were due. Any employee who fails to submit a choice or choices or any new employee who misses the sign-up period for the department shall schedule vacations by mutual agreement pursuant to Paragraph 1. hereof. The department shall post a list of approved and scheduled vacations no later than six (6) weeks following the end of the designated month in which the vacation requests were due. Any employee who fails to submit a choice or choices or any new employee who misses the sign-up period for the department shall schedule vacations by mutual agreement pursuant to Paragraph 1. hereof, provided that such vacation scheduling by mutual agreement shall not supersede any vacation scheduled by submission.

In the administration of this Paragraph 2., the Executive Director shall post seniority lists, lists of the number of employees by classification allowed to be on vacation at one time or for any period, and blank calendars or other means which shall make it possible for employees to submit their three (3) choices and to determine which employees have applied for which vacation periods.

An employee shall be allowed to divide his/her vacation leave in any calendar year into two (2) segments. The Executive Director, at his/her discretion, may grant an employee additional segments of vacation. These segments are to be in addition to any segments of vacation leave used as personal leave as defined in Section 10.J.

- J. **PERSONAL LEAVE.** An employee shall be allowed three (3) days in any calendar year from his/her regular vacation allowance for personal leave. The employee's supervisor shall not deny a request for this leave except for reasons critical to the operation of the Housing Authority. Such personal leave shall be in segments of one (1) hour or more. Effective January 1, 2012, employees may not use personal leave of more than four (4) hours in any day until they have used all three (3) of their floating furlough days.

- K. **RATE OF VACATION PAY.** Compensation during vacation shall be at the rate of compensation which such person would have been entitled to receive, including premium pay, if in active service during such vacation period.
- L. **VACATION SELL BACK.** Employees are eligible to sell back vacation subject to the following conditions:
1. Employees can sell back up to seventy-five (75) or eighty (80) vacation hours depending upon classification, as indicated in Appendix A, per calendar year.
  2. Employees can exercise this option two (2) times per calendar year.
  3. Employees must have thirty-seven point five (37.5) or forty (40) vacation hours depending upon classification, as indicated in Appendix A, remaining after the sell back.
  4. Employees at the maximum accrual balance of two times their annual accrual shall receive floating holidays in lieu of vacation time for the Reward of Non Usage of Sick Leave contained in the Housing Authority Personnel Rules Articles 19.4 and 19.15.
- M. **VACATION PURCHASE PLAN:** During the first full pay period in the month of September, employees may elect, by submitting a written request, to the Executive Director or his/her designee, to purchase forty (40) hours of vacation leave. The Housing Authority shall then pay the employee, two hours less pay on each paycheck for twenty (20) pay periods, after which the employee shall be credited with the forty (40) hours of vacation leave. The vacation, once credited, may be taken with the employee's regular vacation entitlement.
1. Employees may not elect to purchase vacation if their vacation balance at the time of election exceeds fifty (50) hours.
  2. Once employees elect to purchase vacation as indicated herein, they may not rescind their election.
  3. Should employees receive a pay increase/decrease during the vacation purchase period, the effect will be that employees will receive credit for the actual value of the time purchased at the end of the twenty (20) pay periods, which could be more or less than forty (40) hours.
  4. Employees will not have use of the purchased vacation until the end of the twenty (20)-pay period vacation purchase period.
  5. Employees who leave authority service during the vacation purchase period shall receive the cash equivalent of the vacation they have purchased at the time they leave employment.
  6. When taking vacation leave, employees must first exhaust their purchased vacation balances before taking accrued vacation leave.

## **SECTION 11. SICK LEAVE**

- A. **SICK LEAVE DEFINED.** As used in this Section, "Sick Leave" means leave of absence of an employee because of any of the following: 1) illness or injury which renders him/her incapable of performing his/her work or duties for the Housing Authority; 2) his/her exposure to contagious disease; and 3) routine medical or dental appointments of the employee.
- B. **EMPLOYEE DEFINED.** As used in this Section, "Employee" means any person holding a regular, provisional, or temporary appointment in the Housing Authority service and working full-time and otherwise subject to the provisions of the Memorandum or Understanding.
- C. **SELF-INFLICTED INJURY EXCLUDED.** In no case shall an absence due to purposefully self-inflicted incapacity or injury be deemed a basis for granting either sick leave or sick leave with pay under the provisions of this Section.
- D. **INDUSTRIAL SICK LEAVE SUPPLEMENT.** If an employee is incapacitated by sickness or injury received in the course of his/her employment by the Housing Authority, such employee shall be entitled to pay as provided herein.

1. **AMOUNT AND DURATION OF PAYMENT.** Such employee shall be entitled to receive supplemental industrial sick leave with pay for scheduled work days, commencing with the fourth (4<sup>th</sup>) calendar day of such incapacity, equal to the difference between eighty percent (80%) of his/her normal salary and the amount of any Workers' Compensation temporary disability payments to which such employee is entitled during such incapacity, but not for a period exceeding nine (9) months from the date of sickness or injury resulting in such incapacity.

Following nine (9) months, cumulative sick leave may be granted to supplement temporary disability payments to provide the disabled employee a total of eighty percent (80%) of salary (the amount of sick leave necessary for this purpose is computed in each case by the Housing Authority Payroll Department).

In the event that the period of such incapacity shall exceed fourteen (14) calendar days, the employee so incapacitated may be granted supplemental industrial sick leave with pay at the rate of one-hundred percent (100%) of his/her normal salary for the first three (3) scheduled workdays of such incapacity. If the period of such incapacity shall not exceed fourteen (14) calendar days, the employee so incapacitated will be eligible to receive cumulative sick leave pay or any other accrued paid leave for scheduled work days, as provided in subsection E. hereof, for the first three (3) calendar days of such disability.

2. **WHEN PAYMENTS SHALL BE DENIED.** Notwithstanding the foregoing provisions of this Section, however, such payments shall not be made pursuant to this Subsection D. to an employee:

- (a) who does not apply for or who does not receive temporary disability benefits under the workers' compensation laws;
- (b) whose injury or illness has become permanent;
- (c) whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to return to work in his/her position;
- (d) who is retired on permanent disability or pension;
- (e) who unreasonably refuses to accept other Housing Authority employment for which he/she is not substantially disabled;
- (f) whose injury or illness is the result of failure to observe Housing Authority health or safety regulations or the commission of a criminal offense;
- (g) whose injury or illness has been aggravated or delayed in healing by reason of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee; and
- (h) whose injury or illness is a recurrence or re-injury of an earlier job-related injury or illness, or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness.

3. **FRINGE BENEFIT ENTITLEMENT DURING INDUSTRIAL INJURY LEAVE.** Employees receiving industrial sick leave with pay shall maintain and accrue all benefits to which they are entitled under this Memorandum of Understanding at one-hundred percent (100%) of their regular schedule immediately preceding an industrial injury or illness.

E. **CUMULATIVE SICK LEAVE PLAN.** Each employee shall accumulate sick leave with pay entitlement at the rate of 3.75 or 4.0 hours depending upon classification, as indicated in Appendix A, for each full bi-weekly pay period on paid status up to a maximum accumulation of nine-hundred thirty-seven point five (937.5) or one-thousand (1,000) hours, depending upon classification as indicated in Appendix A, of unused sick leave with pay entitlement. The unit supervisor shall grant to such an employee, for those causes set forth in Paragraph A. hereof, sick leave with pay, but not in excess of his/her accumulated unused sick leave with pay entitlement. When an employee reaches the maximum accumulation of nine-hundred thirty-seven point five (937.5) or one-thousand (1,000) hours, depending upon classification as indicated in Appendix A, of sick leave with pay, he/she shall have this total reduced to nine-hundred and seven point five (907.5) hours or nine-hundred sixty-eight (968) hours of sick leave, depending upon classification as indicated in Appendix A, with pay and be granted an additional 16.66 hours or 17.80 hours of vacation, depending upon classification as indicated in Appendix A.

F. **MEDICAL REPORT.** The Executive Director, as a condition of granting sick leave with pay, may require medical evidence of sickness or injury acceptable to the Housing Authority.

- G. **KIN CARE.** An employee shall be entitled to up to sixty (60) hours per calendar year of accrued paid sick leave to attend to the illness of his/her child, grandchild, parent, spouse or (registered) domestic partner (see Addendum A). For the purpose of this section, “child” shall include biological, foster, adopted, stepchild, legal ward, child of a (registered) domestic partner or a child of a person standing in loco parentis. For the purpose of this section, parent shall include biological, foster, adoptive, stepparent or legal guardian. To qualify for leave under this section the absence must be consistent with the uses of sick leave in Section 11.A. herein.
- H. **CATASTROPHIC SICK LEAVE PROGRAM.** Effective June 23, 1991, an employee may be eligible to receive donations of paid leave to be included in the employee's sick leave balance if he/she, his/her spouse, his/her child or his/her domestic partner has suffered a catastrophic illness or injury which prevents the employee from being able to work. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, a long-term major physical impairment or disability.

**Eligibility:**

1. The tenured recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Personnel Officer.
2. The recipient employee is not eligible so long as he/she has paid leave(s) available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted. The Housing Authority will make a good faith effort to notify employees who are on extended sick leave when it becomes apparent that their leave balances may soon be exhausted. Failure to notify the employee creates no liability on the part of the Housing Authority for losses the employee may incur.
3. A medical verification including diagnosis and prognosis must be provided by the recipient employee.
4. A recipient employee is eligible to receive six-hundred and seventy-five (675) hours or seven-hundred and twenty (720) hours depending upon classification, as indicated in Appendix A, of donated time per employment.
5. Donations shall be made in increments of 4.16 or 4.44 hours, at a minimum (depending on classification) and are irrevocable. The maximum that may be donated in a calendar year is six (6) donor employee's days per recipient.
6. The donor employee may donate sick leave (up to 16.66 or 17.80 hours depending on classification), so long as two-hundred and fifty (250) hours of sick leave are maintained in an employee's accrued sick leave balance after the donation), vacation, compensatory time or in lieu holiday time which shall be converted to recipient employee's sick leave

balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following periods. No retroactive donations will be permitted.

7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
  8. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's sick leave balance.
  9. The determination of the employee's eligibility for catastrophic sick leave donation shall be at the Housing Authority's sole discretion and shall be final and non-grievable.
  10. The Housing Authority shall notify the union when an employee has been approved for this program. The Union may notify its members of the employee's eligibility.
- I. **SICK LEAVE CREDIT AT RETIREMENT.** Housing Authority employees who are members of the Alameda County Employees' Retirement System and who retire, shall be credited for fifty percent (50%) of their unused paid sick leave accumulated as of the date of their retirement, up to a maximum credit of sixty (60) days.
- J. **FAMILY/MEDICAL LEAVE.** Employees might be eligible for leave under the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and/or the Pregnancy Disability Act (PDA). Employees may review Authority policy and/or inquire with Human Resources for details.

## **SECTION 12. WAGES**

- A. Wages shall remain unchanged during the term of this Agreement. To address the Authority's reduced funding and to stabilize wages for the fiscal year, the following savings measures have been agreed to:
1. All employees shall be required to take three (3) unpaid furlough days between the date of adoption of this Agreement and the end of the term of this Agreement on June 6, 2013. Unpaid furlough days nonetheless constitute service for purposes of retirement benefits and the Authority shall make the employer retirement contributions for all designated unpaid furlough days.
  2. The Authority agrees to freeze an Administrative Clerk position from the date of adoption of this Agreement to the end of the term of this Agreement on June 6, 2013.
- B. All newly hired or promoted employees shall not receive step increases during the term of this Agreement and during any subsequent negotiation process for a successor Memorandum of Understanding.

- C. Step Increases shall be awarded in accordance with Article 3.2.1. of the Personnel Rules.

### **SECTION 13. PREMIUM CONDITIONS**

- A. **FOR CALL-BACK.** An employee called back to work shall be compensated at the premium overtime rate for such work, provided, however, that the minimum compensation shall be two (2) hours at the overtime rate.
- B. **FOR TEMPORARY ASSIGNMENT TO A HIGHER LEVEL VACANCY.** An employee specifically assigned on a temporary basis to a higher level position in which there is no appointed incumbent or in which the appointed incumbent is on paid or unpaid leave shall be compensated at the pay rate for the higher level position if the service in such position exceeds ten (10) days in any twelve (12)-month period, which payment shall be retroactive to the first day of such services; provided, however, that the full range of duties of the higher level position has been specifically assigned in writing by the Executive Director or his/her designee. For the purpose of this Section, the pay rate for the higher level position shall be calculated as if the employee had been promoted to such position pursuant to Article 3.7 of the Personnel Rules.
- C. **REPORTING PAY.** In the event that a regular full-time employee is scheduled or directed to report for work and so reports and is told by the Housing Authority that his/her services are not required, he/she will be entitled to two (2) hours pay at the straight time rate. If such employee is sent home through no fault of his/her own before completion of his/her workday, such employee will be entitled to a minimum of four (4) hours of pay at the straight time rate or straight time pay for hours actually worked, whichever is greater.
- D. **BILINGUAL PAY.** Upon the recommendation of the department manager and the approval of the Executive Director, an employee occupying a position designated as requiring fluency in a language other than English shall receive fifty dollars (\$50.00) per pay period. If the County of Alameda raises this benefit for SEIU represented employees above what the Housing Authority pays during the term of this Memorandum of Understanding, Housing Authority bilingual employees will receive the same bilingual compensation.

### **SECTION 14. HEALTH PLANS**

- A. From the date of adoption of this Agreement and to the end of the term of this Agreement on June 6, 2013, the Housing Authority shall contribute 96% toward the monthly premium amount for the Kaiser Health Service Plan for all eligible employees and their dependents. Employees shall pay any difference between the Housing Authority contribution and the full amount of the premium of the plan and benefit level.



- B. For the contract period of this Memorandum of Understanding, the Housing Authority shall contribute toward the monthly provider's charge for a dental plan for all eligible employees and their dependents an amount equal to and for a plan equal to that paid for by the County of Alameda for SEIU Local 1021 represented employees.
- C. Effective June 18, 2006, employees shall be eligible for vision care reimbursement subject to the following criteria:
  - 1. The employee is eligible for reimbursement after six (6) months of continuous employment working at least fifty percent (50%) time or more each pay period.
  - 2. The employee shall be reimbursed for the cost of lenses and frames or contact lenses specifically prescribed for the employee, spouse or dependent children, up to a maximum reimbursement of two-hundred seventy-five dollars (\$275.00) every eighteen (18) months, and effective June 11, 2010, to a maximum reimbursement of three-hundred dollars (\$300.00) every eighteen (18) months. Such reimbursement shall be made in accordance with IRS regulations.
- D. Effective June 15, 2008, employees may receive one-hundred dollars (\$100.00) per pay period, if they elect the option to forego health coverage. The election must be submitted in writing during the open enrollment period and is non-revocable. New employees may choose this option during the first thirty (30) days of employment.
- E. Effective January 1, 2012, employees shall have the ability to participate in a Flexible Spending Account for purposes of paying on a pre-tax basis for those expenses allowed pursuant to Section 125 of the Internal Revenue Code.

**SECTION 15. ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES**

- A. **MILEAGE RATES PAYABLE.** Effective July 1, 1993, mileage allowance for use of personal vehicles on Housing Authority business shall be the current maximum mileage allowance established by the U.S. Department of Treasury Internal Revenue Service. This rate shall be adjusted during the term of this contract effective January 1<sup>st</sup> of each proceeding year.
- B. **MINIMUM ALLOWANCE.** An employee who is required by his/her unit supervisor to use his/her private automobile at least eight days in any month on Housing Authority business shall not receive less than ten dollars (\$10.00) in that month for the use of his/her automobile.
- C. **PREMIUM ALLOWANCE.** An employee who is required by his/her unit supervisor to use his/her private automobile at least fifteen (15) days in any month and, in connection with such use, is also regularly required to carry in his/her private automobile Housing Authority records, manuals, and supplies necessary to his/her job of such bulk and weight (20 pounds or more) that they may not be transported by hand, shall be compensated an additional twelve dollars (\$12.00) per month for any such month.

- D. **REIMBURSEMENT FOR PROPERTY DAMAGE.** In the event that an employee, required by his/her unit supervisor to use a private automobile on Housing Authority business, should incur property damage in connection with a vehicle accident, and the employee is unable to recover the costs of such property damage from either his/her own insurance company, or from any other driver, or other source, such costs shall be paid to such employee of the Housing Authority, in a sum not exceeding two-hundred dollars (\$200.00), provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided, further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage.
- E. **MILEAGE REIMBURSEMENT INSURANCE CONDITIONS.** An employee who uses his/her private automobile for Housing Authority business and applies for reimbursement shall have insurance on said vehicle in accordance with the California Department of Motor Vehicles laws and rules.
- F. **MILEAGE REIMBURSEMENT REQUESTS.** Requests for mileage reimbursement must be submitted within sixty (60) days of the end of the month for which reimbursement is requested.

## **SECTION 16. TWO WEEKS' NOTICE UPON TERMINATION**

In the event of the termination of an employee subject to this Memorandum of Understanding for a cause other than intoxication on the job, gross insubordination, dishonesty, or conviction of a felony which substantially relates to the employee's job, the appointing authority or his/her designated agent shall give to such employee a written notice of termination no less than ten (10) working days prior to the effective date of said termination, except that a new employee having less than ten (10) work days of Housing Authority service shall be given five (5) working days notice prior to the effective date of termination.

In the event, however, that such employee is not on the job on the date he/she would be entitled to such notice, it shall be mailed to him/her on such date. Time spent on the job during such ten (10)-day notice period by a probationary employee shall not be counted toward completion of the probationary period. The Housing Authority agrees to furnish a copy of any such notice to the Union if the employee so requests in writing, but failure to receive such notice shall not invalidate such termination.

## **SECTION 17. AFFIRMATIVE ACTION COMMITTEE**

- A. **APPOINTMENT OF COMMITTEE.** The Unions may appoint a committee consisting of two employees as Union representatives to meet with the Affirmative Action Officer.
- B. **MEETINGS.** The Affirmative Action Committee shall meet by mutual agreement of the parties, at times and places to be decided by the parties.

- C. **RECOMMENDATIONS.** The recommendations and deliberations of said Committee shall be advisory on the Housing Authority including its departments, commissions, and personnel.
- D. **GOALS.** The goals and objectives of said Committee shall be those set forth in the Housing Commission Resolution #531 adopted on April 10, 1991.

## **SECTION 18. SAFETY**

- A. **HOUSING AUTHORITY SAFETY COMMITTEES.** The Union shall have the right to participate in any Housing Authority safety committee or in any other formal or informal arrangement relating to safety as may currently be in effect. The Union shall further have the right to initiate a safety committee or other formal or informal arrangement relating to safety as may be appropriate to the work situation in the event no such committee or other arrangement exists.
- B. **HOUSING AUTHORITY TIME.** Employees who have been formally designated as Union representatives pursuant to Subparagraph A. shall carry out their duties under this Section on Housing Authority time.

## **SECTION 19. NOTIFICATION OF VACANCIES**

Employees who desire to make a lateral transfer to another department may request consideration for such transfer in accordance with Personnel Rules, Article 9, section 9.9.

## **SECTION 20. GRIEVANCE PROCEDURE**

- A. **DEFINITION.** A grievance is defined as an allegation by an employee or group of employees that the Housing Authority has failed to provide a condition of employment which is established by the annual salary resolution, by written rules of the Housing Authority or its work units, or by this Memorandum of Understanding as adopted by resolution, provided that the enjoyment of such right is not made subject to the discretion of the Executive Director or the Housing Authority, and provided further, that the condition of employment which is the subject matter of the grievance is a matter within the scope of representation as defined in California Government Code Section 3504.

A formal grievance can only be initiated by submitting a written document and/or grievance form which includes the following required information:

1. Name(s) of grievant;
2. Class Title(s);
3. Department(s);

4. A clear statement of the nature of the grievance (citing applicable ordinance, rules or regulations or contract provisions);
5. The date upon which the event giving rise to the alleged grievance occurred;
6. The date upon which the informal discussion with the supervisor took place;
7. A proposed solution to the grievance;
8. The date of execution of the written grievance/grievance form;
9. The signature of the grievant(s).

**B. EXCLUSION OF PERSONNEL COMMITTEE MATTERS.** The Grievance Procedure herein established shall have no application to matters over which the Housing Authority's Personnel Committee has jurisdiction pursuant to the Housing Authority's Personnel Rules, except in regard to allegations of discrimination as specified in Section 2 and in regard to the authorization pursuant to Section 13.D. of this Memorandum of Understanding.

**C. DEPARTMENT REVIEW AND ADJUSTMENT OF GRIEVANCES.** The following is the procedure to be followed in the resolution of grievances:

1. An employee having a grievance shall first discuss it with his/her immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
2. If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of his/her own choice in this and all succeeding steps of this subparagraph C. and may thereafter file a grievance in writing with his/her immediate supervisor within twenty (20) working days after the date of such informal discussion. Within twenty (20) working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with his/her answer thereto in writing. If the grievance is not resolved at this level, the employee shall have twenty (20) working days from receipt of the answer within which to file an appeal to the Personnel Officer.
3. The Personnel Officer shall have twenty (20) working days after receipt of written appeal in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or his/her representative shall have twenty (20) working days from receipt of the answer within which to file an appeal to the Executive Director.
4. The Executive Director shall have twenty (20) working days after receipt of written appeal in which to review, hold hearings, and answer the grievance in writing. Unless waived by mutual agreement of the employee or his/her representative and the Executive Director, a hearing is required at this step; and the employee and his/her representative shall have the right to be present at, and participate in, such hearing. The time limit at this step may be extended by mutual agreement between the Executive Director and the employee or his/her representative.

5. The Union may in its own name, file a grievance alleging that the Housing Authority has failed to provide it some organizational right which is established by the Housing Commission's Employer/Employee Relations Rules, by written rules of the Housing Authority or its work units, or by this Memorandum of Understanding as adopted by ordinance, provided that such right is not made subject to the discretion of the department. Such Union grievances shall be filed with the Executive Director and heard and determined pursuant to the provisions of this fourth (4<sup>th</sup>) step of the grievance procedure.

- D. **WAIVER OF APPEAL STEPS.** If the grievance is not resolved after the first-line supervisor has answered it in writing, the Union and the Executive Director may by mutual agreement waive review of the grievance at the Personnel Officer level in those cases in which such level of management is without authority to resolve the grievance as required by the employee. Grievances raised pursuant to Section 2.A. which allege sexual harassment by the first-line supervisor may be filed initially with the Personnel Officer; grievances alleging sexual harassment by the Personnel Officer may be filed initially with the Executive Director.
- E. **BINDING ARBITRATION OF GRIEVANCES.** In the event that the grievance is not resolved in Step 4 of subparagraph C. herein, the grievant or his/her representative may, within thirty (30) days after receipt of the decision of the Executive Director made pursuant to said subparagraph C., request that the grievance be heard by an arbitrator, by filing a written request for arbitration with the Executive Director. Should the Union or grievant subsequently decide to abandon the grievance before the arbitration is held, then they shall promptly so advise the Housing Authority.
- F. **SELECTION OF ARBITRATOR.** Within ten (10) working days from the receipt of a request for arbitration, the Executive Director shall meet with the employee and/or his/her representative to attempt to select an arbitrator by mutual agreement. If the Executive Director and the employee or his/her representative are unable to agree on the selection of an arbitrator, they shall jointly request the State Mediation and Conciliation Service to submit a list of five (5) qualified arbitrators. The Executive Director and/or his/her representative and the employee or his/her representative shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator. Participation in the selection of the arbitrator to conduct the arbitration hearing shall take place within one-hundred and twenty (120) days of the receipt of the request for arbitration, otherwise the grievance shall be deemed abandoned.
- G. **DUTY OF ARBITRATOR.** Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties. The arbitrator shall have no power to amend this Memorandum of Understanding, a resolution of the Housing Authority Board of Commissioners, the Housing Authority of Alameda County Personnel Rules, the Employer-Employee Relations Rules of the Housing Authority of Alameda County, ordinance, state law, or written rules of the Housing Authority or its work units, or to recommend such an amendment.

- H. **PAYMENT OF COSTS AND ARBITRATOR'S FEES.** The cost of arbitration, including fees and expenses of the arbitrator and the recorder, shall be borne equally by the parties.
- I. **EFFECT OF FAILURE OF TIMELY ACTION.** Failure of the employee to file an appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure of the Housing Authority to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.
- J. **LIMITATION OF STALE GRIEVANCES.** A grievance shall be void unless presented within sixty (60) calendar days from the date upon which the Housing Authority has allegedly failed to provide a condition of employment. In no event shall any grievance include a claim for money relief for more than a sixty day (60) period.
- K. **EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS.** For the purpose of this Section, the provisions of Section 1. of the Memorandum shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization as defined in Article 2.6 of the Employer-Employee Relations Rules of the Housing Authority of Alameda County, which is not a party to this Memorandum of Understanding, are specifically excluded from so acting.

The Union shall be notified of all grievances filed pursuant to Section 20.C.2. In those cases in which the employee elects to represent himself/herself, or arranges for independent representation, the Housing Authority shall make no settlement or award which shall be inconsistent with the terms and conditions of this Memorandum of Understanding. In the event the Union shall determine that such inconsistent award has been made, the Union, on its own behalf, may file a grievance pursuant to subparagraph C.5. of this Section for the purpose of amending such award, In the event any unrepresented or independently represented employee shall elect to go to arbitration under subsection E. hereof, the Union may elect to be a full and equal party to such proceeding for the purpose of protecting the interests of its members in negotiated conditions of employment.

- L. **GRIEVANCE RIGHTS FOR FORMER EMPLOYEES.** A person who because of dismissal, resignation, or layoff is no longer a Housing Authority employee may file and pursue a grievance at the Executive Director level and may also pursue such grievance through the remaining levels of the grievance procedure, including binding arbitration, provided that the grievance is timely filed as provided in subsection J. hereof, that the grievance is filed no later than thirty (30) calendar days from date of issuance of the warrant complained of, that the issue would otherwise be grievable under this Section; and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary, or fringe benefits taken in the form of cash owed to such person.

## **SECTION 21. DISCIPLINARY APPEALS**

The Housing Authority agrees to continue in effect, during the term of this Memorandum, that provision of Article 13.4 of the Personnel Rules that provides access to binding arbitration of disciplinary appeals for tenured employees. However, the Housing Authority and the Union reserve the right to propose changes in the procedures specified in Article 13.4 for the purposes of expediting or otherwise improving the arbitration process.

## **SECTION 22. DISABILITY INSURANCE BENEFITS**

The Housing Authority shall continue to participate under the State Disability Insurance (SDI) Program. SDI premiums shall be shared equally by the employee and the Housing Authority.

An employee otherwise eligible for disability insurance benefits shall have the choice of:

1. Not applying for disability insurance benefits and using accrued paid sick leave and then vacation leave, compensating time off, Floating Holiday pay, and/or with the consent of the Executive Director, discretionary major medical supplemental paid sick leave; or
2. Applying for disability insurance benefits and using accrued paid sick leave and/or vacation leave and/or compensating time off and/or Floating Holiday pay, and/or, with the consent of the Executive Director, discretionary major medical supplemental paid sick leave as a supplement to the disability insurance benefits. The amount of such supplement for any hour of any normal work day shall not exceed the difference between eighty percent (80%) of the employee's normal gross salary rate including premium and differential pay and any disability insurance benefits the employee receives. The employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or Floating Holiday balances shall be charged only for the hours (to the nearest 1/10th of an hour) represented by the amount paid as such supplement. Hours, including fractions thereof, charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or Floating Holiday balances as supplements to disability insurance benefits will be regarded as hours of paid leave of absence.

Vacation and sick leave shall be accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or Floating Holiday balances to the normal pay period. For purposes of determining eligibility for the Housing Authority's hospital and medical care contributions and dental coverage, employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued sick leave, a discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or Floating Holiday balances

shall be regarded as on full-time paid status with regard to the days for which such supplement is paid.

In the event that a paid holiday occurs during a period of absence for which the employee receives disability insurance benefits, holiday pay shall be pro-rated in proportion to the amount paid to the employee as a supplement to the disability insurance benefit from accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or Floating Holiday balances on the day before and the day after the holiday.

The group health care health care providers will permit employees who, because of exhaustion of their accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or Floating Holidays balances, are dropped from health and/or dental plan coverage to re-enter the group plans upon returning to full-time work. Should the Housing Authority agree to pay more than fifty percent (50%) of the SDI premium, improve the level of integration or improve the rate of accrual of benefits for any bargaining unit not represented by SEIU, such improvement shall be extended to employees represented by SEIU.

## **SECTION 23. RETIREMENT PLAN**

- A. Union and Housing Authority agree to meet and confer with regard to the retirement plan and to endeavor to reach agreement on a plan which will be less costly to the Housing Authority and employees. The meeting and conferring shall include consideration of proposals relating to benefits, funding sources, minimum retirement age, and a multi-tier system.
- B. Each full-time, regular employee entering Housing Authority service on or after August 19, 2011, shall participate in the Alameda County Employee's Retirement Association and be enrolled at the Tier 2 level of benefits.
- C. Represented employees who are participants in the Alameda County Employee Retirement Association as of June 10, 2011, shall have a one-time opportunity, at a date selected by the Authority, to switch from Tier 1 to the Tier 2 level of contributions and benefits. Such election shall be irrevocable.

## **SECTION 24. CONTRACTING OUT**

The Housing Authority shall give reasonable prior notice to the Union before entering into any contract with private firms or other employers for the performance of services currently performed by employees represented herein, when such contract can reasonably be expected to result in the layoff or reduction in hours of represented employees or in the permanent reduction of positions represented herein. If requested by the Union, the Housing Authority shall meet and confer with the Union on the decision to authorize any such contract prior to a final decision. If, as the result of any such contract,



it becomes necessary to effect a reduction in force of employees represented herein, the Union reserves the right to request further meeting and conferring pursuant to Section 25 of this Memorandum of Understanding.

Nothing herein shall limit the right of the Housing Authority to make a decision to enter into contracts for services.

The Housing Authority may contract out for housing inspection services during the term of this Agreement without further negotiations with the Union.

## **SECTION 25. TEMPORARY EMPLOYEES**

The Housing Authority shall not fill a budgeted vacant position with a temporary employee or employees for more than twelve (12) months. This does not apply to vacancies arising from an employee's leave of absence, assignment to another department, assignment to a different job classification or positions created for limited term assignments.

The Housing Authority shall provide the Housing Authority of the County of Alameda Union president, Secretary and Shop Stewards with a monthly printout of temporary employees by department, date of hire and position.

## **SECTION 26. NOTICE OF LAYOFFS**

The Housing Authority shall give thirty (30) calendar days prior notice to the Union before effecting any layoffs which materially affect employees represented under this agreement. Upon receiving such notices, the Union may meet and confer regarding the effect of the layoff.

The Authority shall not reduce staff size in the SEIU bargaining unit during the term of this MOU up to and including June 6, 2013.

## **SECTION 27. EFFECT OF MANDATED FRINGE BENEFITS**

In the event that state or federal law shall mandate the granting to employees of benefits or other terms and conditions of employment which duplicate, supplement, or otherwise impinge upon benefits or other terms and conditions of employment set forth herein, the provisions of this Memorandum of Understanding so duplicated, supplemented, or impinged upon shall be void and of no further effect as of the date the mandated benefit or term and conditions of employment becomes effective; but the parties hereto shall then meet and confer with regard to such benefit or other term and condition of employment in order to assure that the state or federal mandate does not result in an overall loss of benefits to employees.

## **SECTION 28. EDUCATIONAL STIPEND**

Subject to the approval of the Executive Director or his/her designee of any plan submitted by an employee to engage in job-related educational courses, which shall maintain or upgrade the employee's skills on the job, or prepare the employee for promotional opportunities, the Housing Authority will pay approved educational expenses up to six-hundred dollars (\$600.00) per employee, per fiscal year, and effective June 12, 2009, up to eight-hundred dollars (\$800.00) per fiscal year. More than one educational plan may be approved in any fiscal year, but in no event shall the stipend exceed six-hundred dollars (\$600.00) per employee, per fiscal year and effective June 12, 2009, eight-hundred dollars (\$800.00) per fiscal year. Evidence of successful completion of the education course shall be provided by the employee, prior to reimbursement by the Housing Authority.

## **SECTION 29. LIFE INSURANCE**

The Housing Authority agrees to furnish Life Insurance coverage in the amount of twenty-thousand dollars (\$20,000.00) per employee, for all employees having six (6) months of Housing Authority service.

The Housing Authority reserves the right to select the insurer and the Housing Authority shall pay the full cost of the premium.

## **SECTION 30. UNIFORM ALLOWANCE**

The Housing Authority shall initially provide at an employee's request, each tenured Housing Maintenance Worker with: five (5) uniform shirts, four (4) uniform pants, and one (1) uniform jacket; thereafter, said employee shall receive upon their request: five (5) uniform shirts and five (5) uniform pants every twelve (12) months.

The Housing Authority shall initially provide at an employee's request, each tenured Groundswoker with: five (5) uniform shirts and one (1) uniform jacket. Thereafter, said employee shall receive upon their request five (5) uniform shirts every twelve (12) months.

**Work Boots:** Each tenured employee shall receive a reimbursement of the actual cost, not to exceed two-hundred dollars (\$200.00) for non-slip, thick soled, high top, leather, work boots once every twelve (12) months. Such uniforms and work boots must be worn in the performance of maintenance duties unless waived by the employee's supervisor.

Temporary employees shall be eligible for the uniform shirts after six (6) months and shall return said shirts to the Housing Authority at the end of their temporary employment if they do not become tenured.

## **SECTION 31. SAVINGS CLAUSE**

If any provision of this Memorandum of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby, and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

## **SECTION 32. SCOPE OF THE AGREEMENT**

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding matters set forth herein on all subjects upon which the parties did bargain or could have bargained.

Except as provided in the "Savings Clause", each party agrees that the other shall not be obligated to bargain collectively, during the term of this Memorandum of Understanding, with respect to any subject matter that could have been bargained, or that is referred to or addressed in this Memorandum of Understanding. Any and all prior or existing Memoranda of Understanding, understandings, or agreements that conflict with the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety. Existing policies, rules, ordinances and resolutions that do not conflict with the matters set forth herein remain in effect.

## **SECTION 33. ENACTMENT**

It is agreed that the foregoing shall be jointly submitted to the Housing Authority of the County of Alameda Housing Commission by the Executive Director and the Unions for the Commissioners' consideration and approval.

Upon such adoption, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent Housing Authority resolutions.

## **SECTION 34. NO STRIKE/NO LOCKOUT**

- A. During the term of the Agreement, SEIU, its members and representatives agree that it and they will not engage in, authorize, or sanction a strike, stoppage of work, or withdrawal of service.
- B. The Housing Authority will not lockout employees during the term of this Memorandum of Understanding.

**SECTION 35. TERM OF MEMORANDUM**

This Memorandum of Understanding shall become effective as of June 8, 2012, except as otherwise provided herein, upon the approval of the Housing Authority of the County of Alameda Housing Commission and shall remain in effect up to and including June 6, 2013.

Signed and entered into this 13 day of March 2013.

**HOUSING AUTHORITY OF THE  
COUNTY OF ALAMEDA:**

**SEIU LOCAL 1021:**













\_\_\_\_\_



## **Addendum A**

*(As a reference to Section 8.I. Death in Immediate Family)*

A "domestic partnership" shall exist between two persons, one of whom is an employee of the Housing Authority, covered by this Memorandum of Understanding, regardless of his/her gender and each of them shall be the "domestic partner" of the other if they both complete, sign, and cause to be filed with the Housing Authority an "Affidavit of Domestic Partnership" attesting to the following:

- a. the two parties reside together and share the common necessities of life;
- b. the two parties are: not married to anyone; eighteen years or older; not related by blood closer than would bar marriage in the State of California; and mentally competent to consent to contract;
- c. the two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;
- d. the two parties agree to notify the Housing Authority if there is a change of circumstances attested to the affidavit;
- e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

**Termination.** A member of a domestic partnership may end said relationship by filing a statement with the Housing Authority. In the statement, the person filing must affirm, under penalty of perjury, that: 1) the partnership is terminated, and 2) a copy of the termination statement has been mailed to the other partner.

**New Statements of Domestic Partnership.** No person who has filed an affidavit of domestic partnership may file another such affidavit until six months after a statement of termination of the previous partnership has been filed with the Housing Authority.

The Housing Authority agrees to follow the County of Alameda in how they treat the certification of, and dissolution of domestic partnerships in terms of employee enrollment and re-enrollment for health care coverage.

# MEMORANDUM OF UNDERSTANDING

## HOUSING AUTHORITY OF THE COUNTY OF Alameda County and SEIU LOCAL 1021

### SIDE LETTER AGREEMENT

#### Caseloads

March 13, 2013




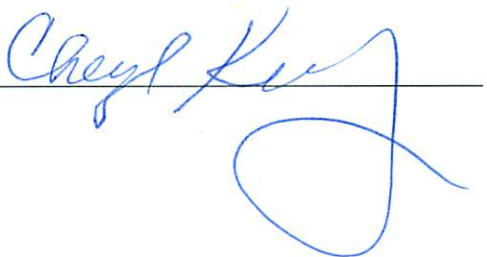
---

During the term of the June 8, 2012 – June 6, 2013 Memorandum of Understanding, the Housing Authority and the Union, through the Labor Management Committee shall discuss workload expectations within 90 days of completion of negotiations. These discussions shall be conducted pursuant to the Parties' Labor Management Committee side letter dated September 8, 2004.

For Housing Authority  
of the County of Alameda:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

For SEIU Local 1021:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

## NOTES



Service Employees International Union  
Local 1021  
100 Oak Street  
Oakland, California 94607  
510-350-4527

Field Representative \_\_\_\_\_

Union Steward \_\_\_\_\_

Telephone Number \_\_\_\_\_