

**HOUSING AUTHORITY of the
COUNTY OF CONTRA COSTA**

**CALENDAR FOR THE BOARD OF COMMISSIONERS
BOARD CHAMBERS ROOM 107, COUNTY ADMINISTRATION BUILDING
651 PINE STREET
MARTINEZ, CALIFORNIA 94553-1229**

**CANDACE ANDERSEN, CHAIR
MARY N. PIEPHO, VICE CHAIR
JOHN GIOIA
KAREN MITCHOFF
FEDERAL D. GLOVER
FAY NATHANIEL
JANNEL GEORGE-ODEN**

JOSEPH VILLARREAL, EXECUTIVE DIRECTOR, (925) 957-8000

**PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO
AN ITEM THAT IS ON THE AGENDA, WILL BE LIMITED TO THREE (3) MINUTES.**

The Board Chair may reduce the amount of time allotted per speaker at the beginning of each item or public comment period
depending on the number of speakers and the business of the day.
Your patience is appreciated.

A closed session may be called at the discretion of the Board Chair.

Staff reports related to open session items on the agenda are also accessible on line at www.co.contra-costa.ca.us

**AGENDA
May 10, 2016**

1:30 P.M. Convene and announce adjournment to Closed Session.

Closed Session

A. CONFERENCE WITH LABOR NEGOTIATORS (Govt. Code Section 54957.6(a))

1. Agency Negotiators: Fran Buchanan and Shaunesy Behrens
Employee Organizations: Public Employees Union, Local No. 1

2. Agency Negotiators: Fran Buchanan and Joseph Villarreal
Unrepresented Employees: All unrepresented agency management employees and all other
unrepresented agency employees

Call to Order and Opening Ceremonies

**CONSIDER CONSENT ITEMS: (Items listed as C.1 through C.1 on the following agenda) -
Items are subject to removal from the Consent Calendar by request from any
Commissioner or on request for discussion by a member of the public. Items removed from
the Consent Calendar will be considered with the Discussion Items.**

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

D. 2 PUBLIC COMMENT (3 Minutes/Speaker)

D.3 CONSIDER adopting Resolution No. 5199 certifying the results for the Section 8 Management Assessment Plan, subject to HUD confirmatory review, for the Housing Authority of the County of Contra Costa for the period April 1, 2015 through March 31, 2016.

D.4 CONSIDER adopting Resolution No. 5201 approving the Memorandum of Understanding with Public Employees Union, Local #1 (attached), establishing the salary levels to be effective May 21, 2016 and other employment terms for Housing Authority Clerical and Maintenance employees represented by Local 1 for the period January 1, 2016 through June 30, 2018;

CONSIDER authorizing the Executive Director to execute the Memorandum of Understanding with Public Employees Union, Local 1 on behalf of the Housing Authority; and

CONSIDER adopting Resolution No. 5202 establishing comparable salary modifications for unrepresented employees of the Housing Authority of the County of Contra Costa to be effective May 21, 2016.

ADJOURN

CONSENT ITEMS:

C.1 ADOPT Resolution No. 5200 to approve collection loss write-offs in the public housing program in the amount of \$5,836.41 for the quarter ending March 31, 2016.

GENERAL INFORMATION

Persons who wish to address the Board of Commissioners should complete the form provided for that purpose and furnish a copy of any written statement to the Clerk.

All matters listed under CONSENT ITEMS are considered by the Board of Commissioners to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board or a member of the public prior to the time the Commission votes on the motion to adopt.

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, the hearing is closed and the matter is subject to discussion and action by the Board.

Comments on matters listed on the agenda or otherwise within the purview of the Board of

Commissioners can be submitted to the office of the Clerk of the Board via mail: Board of Commissioners, 651 Pine Street Room 106, Martinez, CA 94553; by fax: 925-335-1913; or via the County's web page: www.co.contracosta.ca.us, by clicking "Submit Public Comment" (the last bullet point in the left column under the title "Board of Commissioners.")

The County will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 335-1900; TDD (925) 335-1915. An assistive listening device is available from the Clerk, Room 106. Copies of taped recordings of all or portions of a Board meeting may be purchased from the Clerk of the Board. Please telephone the Office of the Clerk of the Board, (925) 335-1900, to make the necessary arrangements.

Applications for personal subscriptions to the monthly Board Agenda may be obtained by calling the Office of the Clerk of the Board, (925) 335-1900. The monthly agenda may also be viewed on the County's internet Web Page: www.co.contra-costa.ca.us

The Closed session agenda is available each month upon request from the Office of the Clerk of the Board, 651 Pine Street, Room 106, Martinez, California, and may also be viewed on the County's Web Page.

AGENDA DEADLINE: Thursday, 12 noon, 12 days before the Tuesday Board meetings.



Contra
Costa
County

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Housing Authority

Date: May 10, 2016

Subject: CERTIFICATION FOR THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
SECTION EIGHT MANAGEMENT ASSESSMENT PLAN (SEMAP) FOR FISCAL YEAR ENDING M

RECOMMENDATIONS

ADOPT Resolution No. 5199 certifying the results for the Section 8 Management Assessment Plan (SEMAP), subject to HUD confirmatory review, for the Housing Authority of the County of Contra Costa (HACCC) for the period April 1, 2015 through March 31, 2016.

BACKGROUND

HUD utilizes SEMAP to evaluate a public housing authority's (PHA) management of the HCV program. SEMAP scores are based on a combination of electronic data reported to HUD at regular intervals by PHAs and self-reported scores based on internal audits conducted by PHA staff. PHAs use HUD's SEMAP Certification form to submit their scores. HACCC's completed form for fiscal year ending 2015 is attached. The SEMAP rating consists of 14 separate performance indicators plus a Bonus Indicator. Scores for Indicators 1-8 on the attached SEMAP Certification form are based upon HACCC's internal review and an external review conducted by a consultant. Scores for Indicators 9-14 on the attached SEMAP Certification form are based on HUD's automatic scoring of these Indicators. Based on staff's certification, HACCC's HCV program is entitled to receive 115 out of 140 possible points, which will result in a SEMAP score of 82%. The rating becomes official after HUD reviews and approves the submission. If HUD maintains this score, HACCC will once again qualify as a "Standard Performer" under HUD's SEMAP program.

Action of Board On: **05/10/2016** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF COMMISSIONERS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: May 10, 2016

Joseph Villarreal, Executive Director

Contact: 925-957-8028

By: , Deputy

cc:

BACKGROUND (CONTD)

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HACCC achieved a favorable score in 12 of the 14 SEMAP Indicators. Specifically, HACCC scored points in the following Indicators:

- Selection From the Waiting List
- Determination of Rent Reasonableness
- Maintaining Current Utility Allowance Schedules
- Conducting Quality Control Inspections
- Housing Quality Standards Enforcement
- Expanding Housing Opportunities
- Maintaining Current Payment Standards
- Conducting Annual Income Reexaminations
- Correctly Calculating Tenant Rent
- Conducting Pre-Contract Housing Quality Standards (HQS) Inspections
- Annual HQS Inspections
- Lease-Up/Utilization Rate

While HACCC would be eligible for points for Indicator 14 Family Self Sufficiency Enrollment & Escrow Account Balances, due to the fact HACCC has graduated more participants than the minimum program size required, it is no longer rated for SEMAP purposes.

The Deconcentration bonus is awarded to housing authorities that have metropolitan jurisdictions and can demonstrate that families with children either live in, currently, or are moving to, low poverty census tracts. To receive the bonus for in-place families, a housing authority must demonstrate that half or more of all HCV families with children reside in low poverty (<10%) census tracts. Unfortunately HACCC cannot claim these bonus points for FY 2015-2016 since fewer than 50% of the residents with children live in low poverty areas in Contra Costa County.

HACCC did not score any points in 1 of the 14 Indicators. Specifically, HACCC did not score points in the following Indicator:

- Determination of Adjusted Income

Determination of Adjusted Income measures performance on income verifications and if the verified information is used to properly calculate family income. Scoring for this Indicator has improved every year since HACCC became a standard performer. HACCC did not score any points in this Indicator this year due to multiple changes in the payment standards and an extremely large volume of rent changes in response to the rapidly rising housing market that overwhelmed staff. Additional resources have been brought in on a temporary basis to help staff with the increased workload. HACCC will also continue to utilize increased external and internal quality control measures to help identify and fix remaining weaknesses in staff's performance on this Indicator.

FISCAL IMPACT

HUD provides over \$80 million annually to serve low-income families in Contra Costa County via the Housing Choice Voucher (HCV) rental assistance program. Approval of this SEMAP certification is a condition for continued funding.

CONSEQUENCE OF NEGATIVE ACTION

Should the Board of Commissioners elect not to approve Resolution No. 5199, HACCC would be in jeopardy of losing over \$80 million in funding that provides rental assistance for low income families in Contra Costa County.

ATTACHMENTS

SEMAP Payment Standard

SEMAP Certification Form

FINAL FY2016 REVISED FMRs

	0 BR	1 BR	2BR	3 BR	4 BR
FY2016 - Revised FMRs	\$ 1,380	\$ 1,663	\$ 2,103	\$ 2,932	\$ 3,268

Payment Standards

New Payment Standard - 90 % of FMR (East County)	\$1,242	\$1,497	\$1,893	\$2,639	\$2,941
New Payment Standard - 105 % of FMR	\$1,449	\$1,746	\$2,208	\$3,079	\$3,431

Section 8 Management Assessment Program (SEMAP) Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0215
(exp. 11/30/2016)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Instructions Respond to this certification form using the PHA's actual data for the fiscal year just ended.

PHA Name	For PHA FY Ending (mm/dd/yyyy)	Submission Date (mm/dd/yyyy)
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Check here if the PHA expends less than \$300,000 a year in Federal awards

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

1. Selection from the Waiting List. (24 CFR 982.54(d)(1) and 982.204(a))

(a) The PHA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response Yes No

(b) The PHA's quality control samples of applicants reaching the top of the waiting list and of admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response Yes No

2. Reasonable Rent. (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

(a) The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units, and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response Yes No

(b) The PHA's quality control sample of tenant files for which a determination of reasonable rent was required shows that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response At least 98% of units sampled 80 to 97% of units sampled Less than 80% of units sampled

3. Determination of Adjusted Income. (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files shows that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response At least 90% of files sampled 80 to 89% of files sampled Less than 80% of files sampled

4. Utility Allowance Schedule. (24 CFR 982.517)

The PHA maintains an up-to-date utility allowance schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response Yes No

5. HQS Quality Control Inspections. (24 CFR 982.405(b))

A PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of a cross section of inspectors.

PHA Response Yes No

6. HQS Enforcement. (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response At least 98% of cases sampled Less than 98% of cases sampled

7. Expanding Housing Opportunities. (24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12)).

Applies only to PHAs with jurisdiction in metropolitan FMR areas.

Check here if not applicable

(a) The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response Yes No

(b) The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response Yes No

(c) The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response Yes No

(d) The PHA's information packet for voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response Yes No

(e) The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response Yes No

(f) The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response Yes No

8. Payment Standards. The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response Yes No

Enter current FMRs and payment standards (PS)

0-BR FMR _____ 1-BR FMR _____ 2-BR FMR _____ 3-BR FMR _____ 4-BR FMR _____
PS _____ PS _____ PS _____ PS _____ PS _____

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, attach similar FMR and payment standard comparisons for each FMR area and designated area.

9. Annual Reexaminations. The PHA completes a reexamination for each participating family at least every 12 months. (24 CFR 982.516)

PHA Response Yes No

10. Correct Tenant Rent Calculations. The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program. (24 CFR 982, Subpart K)

PHA Response Yes No

11. Precontract HQS Inspections. Each newly leased unit passed HQS inspection before the beginning date of the assisted lease and HAP contract. (24 CFR 982.305)

PHA Response Yes No

12. Annual HQS Inspections. The PHA inspects each unit under contract at least annually. (24 CFR 982.405(a))

PHA Response Yes No

13. Lease-Up. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year.

PHA Response Yes No

14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. (24 CFR 984.105)

Applies only to PHAs required to administer an FSS program.

Check here if not applicable

PHA Response

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

or, Number of mandatory FSS slots under HUD-approved exception

b. Number of FSS families currently enrolled

c. Portability: If you are the **initial** PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b + c divided by a)

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

Applies only to PHAs required to administer an FSS program .

Check here if not applicable

PHA Response Yes No

Portability: If you are the **initial** PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Deconcentration Bonus Indicator (Optional and only for PHAs with jurisdiction in metropolitan FMR areas).

The PHA is submitting with this certification data which show that:

- (1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;
 - (2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY;
- or**
- (3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FYs is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response Yes No **If yes, attach completed deconcentration bonus indicator addendum.**

I hereby certify that, to the best of my knowledge, the above responses under the Section 8 Management Assessment Program (SEMAP) are true and accurate for the PHA fiscal year indicated above. I also certify that, to my present knowledge, there is not evidence to indicate seriously deficient performance that casts doubt on the PHA's capacity to administer Section 8 rental assistance in accordance with Federal law and regulations.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Executive Director, signature

Chairperson, Board of Commissioners, signature

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

The PHA may include with its SEMAP certification any information bearing on the accuracy or completeness of the information used by the PHA in providing its certification.

SEMAP Certification - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date (mm/dd/yyyy) _____

PHA Name _____

Principal Operating Area of PHA _____
(The geographic entity for which the Census tabulates data)

Special Instructions for State or regional PHAs Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

1990 Census Poverty Rate of Principal Operating Area _____

Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, a PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

- 1) _____ a. Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.
- _____ b. Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.
- _____ c. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last PHA FY (line a divided by line b).
- Is line c 50% or more? Yes No

- 2) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last completed PHA FY.
- _____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.
- _____ c. Number of Section 8 families with children who moved during the last completed PHA FY.
- _____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).
- Is line d at least two percentage points higher than line a? Yes No

- 3) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the second to last completed PHA FY.
- _____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.
- _____ c. Number of Section 8 families with children who moved during the last two completed PHA FYs.
- _____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).
- Is line d at least two percentage points higher than line a? Yes No

If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.

See instructions above concerning bonus points for State and regional PHAs.

To: Contra Costa County Housing Authority Board of Commissioners
 From: Joseph Villarreal, Housing Authority
 Date: May 10, 2016



Contra
 Costa
 County

Subject: APPROVE MEMORANDUM OF UNDERSTANDING WITH PUBLIC EMPLOYEES UNION LOCAL 1 AND ESTABLISH SALARY LEVELS FOR UNREPRESENTED EMPLOYEES FOR THE PERIOD JANUAR

RECOMMENDATIONS

ADOPT Resolution No. 5201 approving the Memorandum of Understanding with Public Employees Union, Local #1 (attached), establishing the salary levels to be effective May 21, 2016 and other employment terms for Housing Authority Clerical and Maintenance employees represented by Local 1 for the period January 1, 2016 through June 30, 2018;

AUTHORIZE the Executive Director to execute the Memorandum of Understanding with Public Employees Union, Local 1 on behalf of the Housing Authority; and

ADOPT Resolution No. 5202 establishing comparable salary modifications for unrepresented employees of the Housing Authority of the County of Contra Costa to be effective May 21, 2016.

BACKGROUND

Resolution No. 5201 - Proposed MOU with Public Employees Union, Local 1

Negotiations with Public Employees Union, Local 1 (Local 1) have resulted in a tentative agreement for an MOU for the period January 1, 2016 through June 30, 2018. The new MOU provides for a 3.0% cost of living increase effective the beginning of the first full pay period after Board approval (May 21, 2016), a 2.5% cost of living increase effective December 31, 2016, and a 1.5% cost of living increase effective December 30, 2017. The MOU also calls for a one-time ratification payment of \$750.

Action of Board On: **05/10/2016** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF COMMISSIONERS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: May 10, 2016

Joseph Villarreal, Executive Director

Contact: 925-957-8028

By: , Deputy

cc:

BACKGROUND (CONTD)

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The other proposed changes to the economic terms of the agreement are:

A separate dental benefit payment for active employees. This payment will not extend to retirees. HACCC will make the following contributions toward dental insurance for active employees only during the term of the MOU:

- Employee only = \$63.72/month;
- Employee + 1 = \$110.81/month; and
- Employee + Family = \$186.36/month.
- The current reimbursement for glasses/contacts will change from \$175 annually, to \$350 every 2 years.
- The boot allowance for maintenance staff will increase from \$275 to \$325 every 2 years.

The MOU also provides for the following changes:

HACCC will consider internal and external candidates for vacant positions jointly and in rank order after the testing and evaluation process. Currently, vacant positions must first be offered to internal candidates who meet the minimum qualifications.

- An employee is not eligible for a promotion if they have promoted once within last 12 months. Under the current MOU there is no limit.
- An employee is not eligible for a promotion if they have been demoted in the past 12 months. Under the current MOU there is no limit tied to demotion.
- A shop steward can represent an employee in a different unit/work area.
- HACCC will provide simultaneous notice to Local 1 and employees of job vacancies.
- HACCC management will provide vacation scheduling approval to employees by March 1st. The current MOU requires this notice by March 31st.
- Clean-up time of up to 10 minutes will be provided as needed. If less, or no, time is needed, then no clean-up time will be provided.
- HACCC management will meet with Local 1 at least 60 days after the MOU is signed to clarify employee training duties and responsibilities.

Resolution No. 5202 - Unrepresented Employee Salary and Benefit Adjustments

The Resolution provides for the following salary and benefit changes for unrepresented employees:

- A 3.0% cost of living increase effective the beginning of the first full pay period after Board approval (May 21, 2016);
- A 2.5% cost of living increase effective December 31, 2016;
- A 1.5% cost of living increase effective December 30, 2017;
- A \$750 lump sum payment;
- A separate dental benefit payment for unrepresented active employees. This payment will not extend to retirees. HACCC will make the following contributions toward dental insurance for active employees:
 - Employee only = \$63.72/month;
 - Employee + 1 = \$110.81/month; and
 - Employee + Family = \$186.36/month.
- The reimbursement for glasses/contacts will change from \$175 annually, to \$350 every 2 years.

FISCAL IMPACT

The Housing Authority's current budget provides for the changes in the economic terms of the proposed MOU. Assuming current HUD funding levels, staff project that HACCC's reserve levels will not be decreased by the proposed salary and benefit modifications for represented and unrepresented employees.

CONSEQUENCE OF NEGATIVE ACTION

Should the Board of Commissioners elect not to adopt these actions, both HACCC's staff represented by Local 1 would be denied wage enhancements negotiated in good faith and calculated to be affordable to the agency and unrepresented staff would be denied similar wage increases. Additionally, HACCC would be legally obligated to immediately enter into new negotiations with Local 1.

ATTACHMENTS

Resolution 5202

Resolution 5201

Draft MOU

THE BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF THE COUNTY OF CONTRA COSTA

RESOLUTION NO. 5202

ESTABLISHING SALARY LEVELS FOR UNREPRESENTED
EMPLOYEES EFFECTIVE MAY 21, 2016

The Board of Commissioners of the Housing Authority of the
County of Contra Costa RESOLVES THAT:

All unrepresented employees will be granted an
increase in salary at three percent (3.0%) effective May 21,
2016 and two and one-half percent (2.5%) effective
December 31, 2016 and one and one-half (1.5%) effective
December 30, 2017.

PASSED AND ADOPTED ON _____ by
the following vote of the Commissioners.

AYES:

NOES:

ABSENT:

ABSTAIN:

I HEREBY CERTIFY THAT THIS IS A
TRUE AND CORRECT COPY OF AN
ACTION TAKEN AND ENTERED ON THE
MINUTES OF THE BOARD OF
COMMISSIONERS ON THE DATE SHOWN.

ATTESTED _____
JOSEPH VILLARREAL, CLERK OF
THE BOARD OF COMMISSIONERS
AND EXECUTIVE DIRECTOR

BY _____

THE BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF THE COUNTY OF CONTRA COSTA

RESOLUTION NO. 5201

WHEREAS, the Executive Director of the Housing Authority of the County of Contra Costa has submitted a Memorandum of Understanding to be entered into with Public Employees Union, Local #1 and the clerical and maintenance employees of the Housing Authority of the County of Contra Costa, units represented by Local #1; and,

WHEREAS, the Memorandum of Understanding outlines compensation and practices for the clerical and maintenance employees of the Housing Authority of the County of Contra Costa, a unit represented by Local #1, during the term of the Memorandum of Understanding; and,

NOW, THEREFORE BE IT RESOLVED that the Memorandum of Understanding referred to above, having been fully considered, is APPROVED and is hereby made applicable to the clerical and maintenance employees of the Housing Authority of the County of Contra Costa effective January 1, 2016 through June 30, 2018.

PASSED AND ADOPTED ON _____ by the
following vote of the Commissioners.

AYES:

NOES:

ABSENT:

ABSTAIN:

I HEREBY CERTIFY THAT THIS IS A
TRUE AND CORRECT COPY OF AN
ACTION TAKEN AND ENTERED ON THE
MINUTES OF THE BOARD OF
COMMISSIONERS ON THE DATE SHOWN.

ATTESTED _____
JOSEPH VILLARREAL, CLERK OF
THE BOARD OF COMMISSIONERS
AND EXECUTIVE DIRECTOR

BY _____

**DRAFT
MEMORANDUM OF UNDERSTANDING**

Between

HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA



And

Public Employees Union, Local #1

January 1, 2016 through June 30, 2018

MEMORANDUM OF UNDERSTANDING

HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA

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MEMORANDUM OF UNDERSTANDING

HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA

PREAMBLE

This Memorandum of Understanding is made and entered into as of the 3rd day of April, 2014 by and between the Housing Authority of the County of Contra Costa (hereinafter called "Authority") and the Public Employees Union, Local #1 (hereinafter called "Local #1").

The Authority is a public body, corporate and politic, organized and existing under and pursuant to the laws of the State of California.

As such, the Authority must comply with all applicable laws of the United States and the State of California, including provisions of the Meyers-Milias Brown Act, and all administrative regulations promulgated by the Department of Housing and Urban Development (hereinafter referred to as "HUD"), pursuant to the Annual Contributions and Administration Contract between it and the Authority.

Section 1. Recognition

Local #1 is hereby recognized as the exclusive representative for bargaining all employees in the job classifications hereafter set forth in Exhibit A. The term "employee" as used in this Memorandum of Understanding, unless it is clearly indicated otherwise, shall be deemed to mean only those employees who are included in the bargaining unit hereinafter set forth in Exhibit A of this Memorandum of Understanding. There shall be two (2) bargaining units: Maintenance and Clerical.

Section 2. Management Rights

The Authority has the right to manage the Authority and to direct the work force including the determination of staffing requirements, classifications and content of job descriptions.

The Authority has the right to establish reasonable rules and regulations. Such rules and regulations so established shall be conspicuously posted.

All management rights and functions, except those which are clearly and expressly abridged by this Memorandum of Understanding, shall remain vested with the Authority.

The Authority shall have full freedom in determining the qualifications and hiring of new employees for positions covered under this Memorandum of Understanding.

Section 3. Union Security

3.1 Duty of Fair Representation

Local #1 agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes in the unit for which this section is applicable regardless of whether they are members of Local #1.

3.2 Agency Shop

All employees employed in a representation unit shall as a condition of employment either:

- 1) Become and remain a member of Local #1; or
- 2) Pay to Local #1 an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory and case law, which under no circumstances shall exceed the monthly dues, initiation fees and general assessments made during the duration of this Memorandum of Understanding. It shall be the sole responsibility of Local #1 to determine an agency shop fee which meets the above criteria; or
- 3) Do both of the following:
 - a. Execute a written declaration that the employee is a member of a bona fide religion, body, or sect which has historically had a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - b. Pay a sum equal to the agency shop fee described in Section 3.2.2 to a non-religious, non-labor charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council, and Battered Women's Alternative.
- 4) Local #1 shall provide the Housing Authority with a copy of Local #1's "Hudson Procedure" for the determination and protest of its agency shop fees. The Housing Authority shall provide a copy of Local #1's "Hudson Procedure" to every employee hired into a class represented by Local #1. Local #1 shall provide a copy of said "Hudson Procedure" to every fee payer covered by this Memorandum of Understanding annually, and also as a condition to any change in the agency shop fee. Failure by an employee to invoke Local #1's Hudson Procedure within one (1) month after actual notice of the Hudson Procedure shall be a waiver by the employee of his/her right to contest the amount of the agency shop fee.
- 5) Local #1 shall provide the Housing Authority with copies of a financial report patterned after Form LM-2 pursuant to the Labor Management Disclosure Act of 1959. Such report shall be available to the employees in the unit. Failure to file such a report not later than June 1 of each calendar year (or by mutual agreement, the filing period may be extended

an additional one hundred twenty (120) days) shall result in the termination of all agency fee deductions without jeopardy to any employee, until said report is filed.

6) Compliance

- a. An employee employed in or hired into a job class represented by Local #1 shall be provided with an "Employee Authorization for Payroll Deduction" card by the Housing Authority.
- b. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and Local #1's "Hudson Procedure," and the Local #1 dues, agency shop fee, initiation fee or charitable contribution required under Section 3.2.3 are not received, and the employee has not timely invoked Local #1's "Hudson Procedure," or if invoked, the employee's "Hudson Procedure" rights have been exhausted, Local #1 may, in writing, direct that the Housing Authority withhold the agency shop fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the Housing Authority shall remit said amount to Local #1.

7) Local #1 shall indemnify, defend, and hold the Housing Authority harmless against any and all claims, demands, suits, orders or judgments, or other forms of liability that arise out of or by reason of this Local #1 security section, or action taken or not taken by the Housing Authority under this Section. This includes, but is not limited to, the Housing Authority's Attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.

8) The Housing Authority shall monthly furnish a list of all new hires within the bargaining unit to Local #1.

9) In the event that employees in a bargaining unit represented by Local #1 vote to rescind "Agency Shop", the provisions of Sections 3.3 and 3.4 shall apply to dues paying members of Local #1.

3.3 Maintenance of Membership

All employees represented by Local #1 who are currently paying dues to Local #1 and all employees in that unit who hereafter become members of Local #1 shall as a condition of continued employment pay dues to Local #1 for the duration of this Memorandum of Understanding and each year thereafter so long as Local #1 continues to represent the class to which the employee is assigned.

3.4 Withdrawal of Membership

By notifying the Housing Authority in writing between September 30th and October 31st of the final year of this Memorandum of Understanding, any employee assigned to a classification represented by Local #1 may discontinue paying membership dues as of the payroll period commencing November 1, of the final year of this Memorandum of Understanding and in lieu of such dues,

shall pay fees in accordance with Section 3.2 above.

Section 4. No Discrimination Provisions

4.1 No Discrimination

There shall be no discrimination because of race, religious creed, color, national origin, sex or Local #1 activities against any employee of the Employer or by anyone employed by the Authority; and to the extent prohibited by applicable state and federal law there shall be no discrimination because of age.

4.2 Americans With Disabilities Act (ADA) Accommodation

There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established for the position.

The Employer and the Union recognize that the Authority has an obligation to reasonably accommodate disabled employees. If by reason of the aforesaid requirement the Authority contemplates actions to provide reasonable accommodation to an individual employee in compliance with laws covering employees with disabilities which are in conflict with any provision of this Agreement, the Union will be advised of such proposed accommodation. Upon request, the Authority will meet and confer with the Union on the impact of such accommodation.

If the Authority and the Union do not reach agreement, the Authority may implement the accommodation if required by law without further negotiations. Nothing in this MOU shall preclude the Authority from taking actions necessary to comply with the requirements of the law.

4.3 No Harassment Provision

The Authority does not tolerate harassment of or by employees at the workplace or in any work-related situation.

Harassment is any treatment of an employee which has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile work environment. Such conduct includes but is not limited to sexual harassment, arbitrary or capricious changes of assignments, or conduct of an Authority employee which creates a hostile work environment.

All employees are required to comply with this provision. Should any employee learn of or be advised of a possible infraction of this provision, he/she should immediately report the incident to his /her supervisor or to the Human Resources Officer.

An employee who witnesses or feels that he/she has been the object of harassment should notify his/her supervisor or the Human Resources Officer. The Authority will investigate all reports of harassment and will take appropriate remedial action. The Authority considers harassment a serious offense and any

employee who is reasonably believed to have violated this provision may be subject to discipline, up to and including termination.

Section 5. No Strike and No Lockout Guarantee

5.1 No Strike

Local #1 and its officials will not, directly or indirectly, take part in any action or strike against the operation of the Authority during the term of this Memorandum of Understanding.

In the event an unauthorized work stoppage occurs, Local #1 shall, as soon as possible and after written notification by the Authority, post notice at the facilities that such action is unauthorized and promptly take steps to return its members to work.

5.2 No Lockout

The Authority shall not conduct a lockout of its employees during the term of this Memorandum of Understanding.

Section 6. Union Representation

6.1 Official Union Representatives

The Employer recognizes and agrees to deal with the designated Union Stewards and Representatives of Local #1 in all matters relating to grievances and the interpretation of this Memorandum of Understanding.

6.2 Shop Stewards

Local #1 may designate three (3) Shop Stewards for each unit. A Steward shall be allowed reasonable time to investigate a specified grievance, provided it is in his/her assigned work area or the steward has received advance approval from the supervisor to leave his/her immediate work area. The shop Steward shall be allowed to attend meetings with management representatives, to be present at hearings where matters within the scope of representation are being considered and at such other times as may be authorized by the Authority. Such authorization is subject to prior notification and approval of the immediate supervisor. Supervisors shall not deny Stewards a reasonable time except under extraordinary circumstances and in no case shall denial be arbitrary or capricious.

6.3 Union Access

Local #1 representatives shall have access to all employees in the unit on an individual basis during working hours. Representatives of Local #1 shall be permitted to enter the premises of the Employer in which Local #1 has members at any time during regular working hours to conduct business pertaining to the scope of representation without interference with or interruption of the work effort.

6.4 Unit Authorized Leave

The Employer agrees that upon appropriate request from Local #1 designating the employee(s) and the date(s), the Employer will grant up to a maximum of

three (3) days' authorized leave with pay annually for the represented unit as a whole. At least two (2) weeks' notice shall be given by Local #1 and work schedules must not be unduly interrupted.

6.5 Use of In-House Mailing

Employees designated as Shop Stewards or official representatives of Local #1 shall be granted the use of the Employer's in-house mailing for Local #1 business.

6.6 Bulletin Boards

The employer shall provide Local #1 with space on bulletin boards in areas where Local #1 has employees it represents for the purpose of posting non-controversial Local #1 notices. Such notices may be posted by the Steward, although not limited to the following notices, they may include:

- 1) Recreational and social events of Local #1
- 2) Local #1 meetings
- 3) Local #1 elections, appointments
- 4) Results of Local #1 elections
- 5) Other matters relating to the scope of representation

In the event a dispute arises concerning the appropriateness of material posted, the Business Representative of Local #1 will be advised by the Executive Director of the nature of the dispute and the notices will be removed from the bulletin boards until the dispute is resolved.

Section 7. Seniority

7.1 Defined

Seniority is defined as the length of service from the date of hire as a permanent employee. Seniority shall not accrue during periods of leave without pay after an absence of six (6) months.

7.2 Loss of Seniority

Employees shall lose their seniority for the following reasons:

- 1) Discharge for just cause.
- 2) Resignation.
- 3) Failure to return to work when recalled from layoff. The employer shall forward the return-to-work notice to the recalled employee's last known address by certified mail, and the recalled employee shall have ten (10) days to respond after the mailing of the notice.
- 4) Failure to return to work after expiration of a formal leave of absence.
- 5) Retirement.
- 6) Layoff for a continuous period of one (2) years or term of employment, whichever is longer.
- 7) Constructive Resignation.

7.3 New Employee Probation Provisions

- 1) All new employees shall serve a nine (9) month probationary period. The probationary period shall commence on the date of hire and conclude exactly nine (9) months later. If this date occurs on a Saturday or Sunday, the probation period shall end on the preceding Friday. Absences of five (5) or more days during the probationary period shall extend the probationary period by the number of days not worked.
- 2) All newly hired probationary employees shall receive written performance evaluations at the end of the first three (3) months of employment, at the end of six (6) months and after the first nine (9) months of employment. If either of the first two (2) evaluations shows less than satisfactory performance, the rater shall comment in writing on those specific matters raised. The rater shall inform the employee in writing what improvements should be made to reach a satisfactory level of performance in order to achieve permanent status.
- 3) Probationary employees shall be granted access to the grievance procedures except for probationary releases.
- 4) A probationary employee may be released from employment at any time during the initial probationary period without advance notice and without right of appeal or hearing.

7.4 Promotional Employee Probation Provisions

- 1) An employee promoting to a higher paying classification within the bargaining unit shall serve a probation period of six (6) months.
- 2) Promotional probationary employees shall be formally evaluated at three (3) months and at six (6) months.
- 3) Employees may be released from promotional probation without notice and without right of appeal but shall be returned to the position and step formerly held. Any employee who promotes and while on probation is terminated for cause, shall be entitled to notice and appeal as provided in this Memorandum of Understanding.

7.5 Seniority Upon Break in Bargaining Unit Service

Employees transferred or promoted to other positions within the Authority, but outside the jurisdiction of this Memorandum of Understanding, will retain, but not accrue, their seniority in the event of subsequent transfer back to a position covered by this Memorandum of Understanding. If the transfer or assigned work out of class is temporary in nature, the employee will continue to accrue seniority in his/her permanent position.

7.6 Seniority List

The Authority shall prepare and maintain a seniority list which shall show the

names, classification title, seniority unit, and seniority date of hire of all bargaining unit employees. Local #1 shall be given two (2) copies of the list within thirty (30) calendar days after the date of this Memorandum of Understanding, and thereafter a current list upon request.

A copy of this seniority unit list, including the same information, shall be posted on each employee bulletin board. This list shall be available for inspection by the employee and his/her Steward.

In the event that two (2) or more employees have the same seniority date (hire date) and an incident arises which requires a seniority decision affecting those employees, the respective seniority of such employees shall be determined on an incident by incident basis.

For each incident, the names of affected employees will be placed in a lot, from which one name will be drawn by management in the presence of affected employees. The affected employee whose name is drawn will be deemed to have seniority rights over the other affected employees for this incident only, and any remaining ties shall be resolved by repeating the process.

The Authority may determine the required qualifications of employees for the purpose of promotions, demotions, and employment of new employees. In determining the employee's qualifications to meet the requirements, the Authority will take into consideration:

- 1) The employee's knowledge of the duties to be performed and the equipment to be used;
- 2) The employee's performance in his/her current assignment or employment; and
- 3) His/Her training, ability and experience, if any, in similar lines of work.

Section 8. Layoff

8.1 Notice of Layoff

Permanent employee unit members affected by layoff shall be given no less than thirty (30) calendar days' written notice of such action.

8.2 Order of Layoff

When one (1) or more employees performing in the same classification are to be laid off for lack of work, reorganization, or lack of funds, the order of layoff shall be as follows:

- 1) All temporary employees;
- 2) All probationary employees;
- 3) All permanent employees in the inverse order of their seniority;
- 4) Employees affected in (3) above will be allowed to accept demotion to a lower classification if they have previously held that lower classification for a period of at least six (6) months, or can meet the qualifications for the entry level position in any seniority unit, and have seniority over an

incumbent in that position or the position is vacant.

When an employee was initially employed in an identifiable entry level position within an existing specific family grouping of classifications, that employee shall retain seniority for that entry level position even though the position has been reclassified and/or the title changed, provided the employee meets minimum qualifications required for the entry level position.

8.3 Layoff Bumping Order

Employees "bumped" by the foregoing will, for purposes of this Section, be treated as notified of layoff and the same rights will apply.

The employee may continue to bump into successive lower classes in which he/she has served and for which he/she is qualified to avoid layoff.

Employees accepting demotion to a classification paid at a lower salary range will have their salaries adjusted so that they occupy the same step in the new lower range as they did in their previous range.

An employee may elect to be laid off in lieu of bumping. Accepting such layoff does not affect the employee's reemployment rights under this Memorandum of Understanding.

Seniority for permanent part-time employees shall be determined by converting the employee's total hours to a full-time equivalency.

Employees "bumped" and/or demoted as a result of a reorganization not associated with lack of work or lack of funds situation shall maintain his/her present salary and shall not receive any additional compensation until the salary of the lower position he/she is filling is equal to his/her salary. This procedure is known as "Y" rating.

8.4 Layoff Unit Transfer Rights

If a vacant position is outside of the laid off employee's unit, employees who are laid off may fill any vacant position for which they meet the minimum qualifications. Such an employee shall have preference over outside applicants.

8.5 Reemployment List

The names of employees laid off shall be entered upon a reemployment list in the inverse order of seniority that they were laid off and a copy submitted to Local #1. The person ranking highest on the reemployment list for a particular classification shall be offered the appointment when a permanent or permanent part-time or temporary vacancy exists in that classification prior to public advertising. The reemployment list shall be applicable for twenty four (24) months.

Section 9. Holidays Observed

9.1 The following holidays shall be observed with pay for full-time and permanent part-time employees:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25

Every day declared by the governing body, by resolution, to be a holiday.

Employees shall be credited with two (2) hours per month for each month of employment to be used as floating holiday time. Employees shall be allowed to use such time in increments of no less than one (1) hour. On separation from Authority service, an employee shall be paid for any unused floating holiday time at the employee's current pay rate.

Local #1 and the Employer agree that by mutual consent any of the above holidays can be observed on a date other than listed in this Section.

When a holiday falls on a Sunday, the Monday following shall be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday.

If a legal holiday as set forth in this Section falls on a workday for a full-time employee on an irregular workweek, such employee will be entitled to the holiday. However, if a holiday falls on one of his/her days off, the employee will be entitled to a day off and will observe the holiday on the last workday before the holiday or first workday after the holiday.

9.2 Holiday Pay

Employees who work on a holiday shall be paid one and one-half (1½) times their regular rate for all hours worked in addition to their earned holiday payment.

Section 10. Vacation Leave

10.1 Vacation Accrual

- 1) Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the

month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour calculated on the same basis as for partial month compensation. Vacation credits may not be taken during the first six (6) months of employment except where sick leave has been exhausted; and none shall be allowed in excess of actual accrual at the time vacation is taken.

- 2) No employee who has been granted a leave without pay or unpaid military leave shall accrue any vacation credit during the time of such leave, nor shall an employee who is absent without pay accrue vacation credit during the absence.

10.2 Vacation Accrual Rates

Employees' vacation credits accrue and the maximum accumulation thereof is as follows:

All permanent employees employed under the terms of this Memorandum of Understanding shall be entitled to vacation pay subject to the following schedule:

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Max Cumulative Hours</u>
Less than 11 years	10	240
Beginning 11th year	10 $\frac{2}{3}$	256
Beginning 12th year	11 $\frac{1}{3}$	272
Beginning 13th year	12	288
Beginning 14th year	12 $\frac{2}{3}$	304
Beginning 15th through 19th year	13 $\frac{1}{3}$	320
Beginning 20th through 24th year	16 $\frac{2}{3}$	400
Beginning 25th through 29th year	20	480
Beginning 30 years and up	23 $\frac{1}{3}$	560

10.3 Vacation Pay Out for Separated Employees

On separation from Authority service, an employee shall be paid for any unused vacation credits at the employee's then current pay rate.

10.4 Scheduling of Vacations

By March 1st of each year a vacation schedule shall be drawn up for that year scheduling vacations on a departmental or operational basis.

The vacation period shall be taken at a time mutually agreeable to the Employer and the employee and on a seniority basis within the department or property to which the employee is regularly assigned.

Employee requests for vacation shall be received no later than February 15 of each year and the approved vacation schedule shall be provided to the employees, in writing, no later than March 1st.

Employer shall respond, in writing, to initial and subsequent vacation requests within ten (10) workdays of submission.

10.5 Vacation Pay Option

Employees may elect to receive vacation pay off equal to one-half (½) of his/her annual vacation accrual. The employee may utilize the vacation payoff option two times each calendar year. In no event shall an employee be paid in excess of one-half (½) of the annual accrual.

In order to be eligible for the above payoff the employee must have accrued the amount of leave requested at the time of payoff. Annual leave balances will be reduced by the number of hours purchased.

Section 11. Paid Sick Leave

11.1 Sick Leave Accrual

- 1) All full-time permanent employees shall accumulate sick leave credit from the first day of appointment to a permanent position on the basis of eight (8) hours sick leave credit per month. Effective the first day of appointment to a permanent position, Part-time employees shall accrue pro-rated credit based on the percentage of full-time hours worked.
- 2) Sick leave credit earned but not used may be carried from year to year and upon retirement, may be applied to longevity in the County Retirement Plan as provided for by the CCCERA Retirement Board.

11.2 Sick Leave Pay

- 1) Earned sick leave pay shall be granted in cases of illness or accident of the employee or of a member of the employee's immediate family. (For purposes of this section, immediate family is defined as the employee's spouse or domestic partner, the employee or the employee's spouse or domestic partner's child, parent, sibling, grandparent, grandchildren, or in-laws (father, mother, daughter, son, brother, sister).
- 2) For the purpose of this Section, full pay shall mean pay for the regular daily schedule of working hours for those days which the employee would have worked had the illness or injury not occurred, calculated at the employee's straight time rate.
- 3) The amount of sick pay allowance payable to an employee shall be reduced by any temporary disability benefits or indemnity that the employee may become entitled to under or by virtue of any federal, state or other statutory disability benefits. The sum of the two payments will equal no more than full sick allowance. Benefits derived from temporary disability will be used to repurchase, on an hourly basis, charges against sick leave.

11.3 Sick Leave Use Verification

A doctor's certificate or other reasonable proof of illness may be required by the management for probable cause and may be subject to verification by the

Authority.

11.4 Sick Leave Usage for Medical Appointments

An employee may use up to thirty-two (32) hours per year of accumulated sick leave for the employee's pre-scheduled medical and dental appointments or pre-scheduled medical and dental appointments of members of the employee's immediate family (as defined in this Section). Sick leave shall be charged in no less than one quarter (¼) hour increments.

11.5 Sick Leave Payout

Employees may, upon request, be paid for unused sick leave to a maximum of forty (40) hours under the following conditions:

- 1) The employee must have a minimum balance of 200 hours of sick leave on November 1st of the year preceding payment.
- 2) The maximum amount of sick leave that can be used during the payment year is 56 hours.
- 3) If an employee uses over 56 hours of sick leave during the year, he/she is ineligible for payment in that year.
- 4) The maximum payment of unused sick leave credits for the year is 40 hours. An employee must notify the Fiscal Department by November 5th of the payment year of his/her intent to receive payment.
- 5) All unused sick leave credits as of November 1st of the payment year are accrued to the employee's sick leave account.
- 6) Sick leave credits are reduced by the number of hours for which he/she is being paid up to a maximum of 40 hours.
- 7) Employees eligible for receiving payment of unused sick leave credits and electing to receive said payment will be paid on the first payday in December of the year for which the employee qualified for payment.

Section 12. Workers' Compensation

- 12.1 Employees who leave work as a result of an on-the-job injury or illness will have the balance of that day charged to sick leave providing the time is four (4) hours or more. If less than four (4) hours remains in the scheduled work day, no time will be charged to the sick leave account. Three (3) consecutive calendar days following the last day worked constitutes a waiting period before Workers' Compensation starts. The last day worked is the workday prior to the date of injury or illness. The time the employee was scheduled to work during the Workers' Compensation qualifying period will be charged to his/her leave account.

In order to qualify for Workers' Compensation, the employee must be under the care of a physician.

Compensable temporary disability absence for the purpose of this section is any absence due to work connected disability which qualified for temporary disability compensation under the Workers' Compensation Law set forth in the California Labor Code. When any disability becomes permanent, the salary provided in this subsection shall terminate.

Temporary compensation is payable for the first week of disability when the injury or illness necessitates hospitalization.

- 1) A permanent employee shall receive seventy five percent (75%) of his/her regular straight time wages after integration with temporary Workers' Compensation disability payments during any period of compensable temporary disability absence, not to exceed six (6) months from the start of temporary disability. The six (6) month's pay limitation is per claim, not per incident. For example: An employee who takes Worker's Compensation Leave for five (5) months and returns to work at a later date and becomes disabled again due to the original injury is only entitled to another one (1) month of supplemental pay.
- 2) The employee shall notify the Fiscal Department of all payments received by him/her from the Employer's Workers' Compensation carrier.
- 3) No charge or accruals will be made to leave accounts while the employee is receiving temporary disability benefits for the first six (6) months. After six (6) months of supplemental pay, the employee shall then utilize paid leave balances to supplement temporary disability payments.
- 4) Employees receiving Workers' Compensation or State Disability Insurance Benefits and who are "buying back" paid leave time (either sick or annual leave) shall have the amounts rounded to the nearest whole number.
- 5) Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours, the employee shall be allowed time off up to three (3) hours for such treatment without loss of pay or benefits. This provision applies only to injuries that have been accepted by the Housing Authority as job connected injuries and shall terminate three (3) months after the employee's return to work.

Section 13. Jury Duty and Witness Duty

13.1 Jury Duty

For purposes of this Section, jury duty shall be defined as any time an employee is obligated to report to the court in response to a jury summons.

When called for jury duty, Authority employees, like other citizens, are expected to discharge their jury duty responsibilities.

Employees shall advise their supervisor as soon as possible if scheduled to appear for jury duty.

When an employee is summoned for jury duty selection or is selected as a juror, employees may remain in a regular pay status if they waive all fees (other than mileage) and the following shall apply:

- 1) If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage), the employee shall obtain from the Clerk or jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the certificate to his/her supervisor.
- 2) An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay.
- 3) If more than two hours remain in the workday, employees are to return to work following release from jury duty to complete a scheduled work day.

Employees are not permitted to engage in any employment occupation before or after daily jury service that would affect their ability to properly serve as jurors.

An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work assignments for those days to enable them to respond to the court on short notice.

When an employee is required to serve on jury duty, the Authority will adjust that employee's work schedule to coincide with a Monday to Friday schedule for the remainder of their service, unless the employee requests otherwise.

13.2 Witness Duty

Employees called upon as a witness or an expert witness in a case arising in the course of their work may remain in their regular pay status and turn over to the Authority all fees and expenses paid to them other than mileage allowance or they may take vacation leave or leave without pay and retain all fees and expenses.

Employees called to serve as witnesses in private cases or personal matters (e.g., accident suits and family relations) shall take vacation leave or leave without pay and retain all witness fees paid to them.

Employees shall advise their department as soon as possible if scheduled to appear for witness duty.

Section 14. Leaves of Absence Without Pay

14.1 Leaves and Duration

Upon written request, a Leave of Absence without pay may be granted to any permanent employee with at least one (1) year of service for a period not to exceed six (6) months, with prior approval of the Executive Director or designee for the following reasons:

- 1) Illness or disability not covered by paid sick leave.
- 2) Pregnancy (in accordance with applicable law)
- 3) Education which would relate to the employee's career with the Authority.

- 4) Other acceptable reasons.
- 5) Family care

Such leave may be extended beyond six (6) months at the sole discretion of the Executive Director.

14.2 Requests

Requests for Leave of Absence without pay shall be submitted to the Executive Director and shall state specifically the reason for the request, the date when it is desired to begin and the probable date of return.

Section 15. Family Medical Leave

15.1 Family Care and Medical Leave (FMLA/CFRA)

Upon request to the Executive Director, any eligible employee shall be entitled to twelve (12) weeks leave (less if so requested by the employee) in any 12-month period for any of the reasons set forth in the federal Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA). The 12-month period in which the 12 week leave entitlement occurs is a "rolling" 12-month period measured backward from the date an employee uses any FMLA/CFRA leave. Under the "rolling" 12-month period, each time an employee takes FMLA/CFRA leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months. FMLA/CFRA leave eligibility and use will be administered in accordance with the FMLA and CFRA and their implementing regulations, as may be revised from time to time.

15.2 Intermittent FML

The twelve (12) weeks entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The twelve (12) weeks may include use of appropriate available paid leave accruals or may be eligible for Paid Family Leave.

15.3 Dual Coverage

In the situation where husband and wife are both employed by the Authority, the family care or medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of twelve (12) weeks during each rolling 12 month period. Employees requesting family care leave are required to advise the Executive Director or the Executive Director's designee when their spouse is also employed by the Authority.

15.4 Reinstatement from Leave

The Executive Director may assign employees on a temporary basis to perform the duties of an employee who is on a Leave of Absence. Upon the expiration of the leave of absence, the returning employee shall be reinstated to his/her former position and location at the same classification and pay provided that such a position exists and any employee who was temporarily assigned to that position shall revert to his/her former classification and location. If no comparable position exists when the employee returns from Leave of Absence, he/she may

"bump" in accordance with the Layoff provisions contained in this Memorandum of Understanding.

15.5 Leave Accrual while on Leave

Employees may not accrue annual or sick leave while on Leave of Absence without pay; however, employees returning to work following a Leave of Absence without pay shall retain their accumulated sick leave, vacation, and holiday leave accrual. All accumulated vacation leave shall be used prior to being granted Leave of Absence without pay. An employee shall not be required to use sick leave accruals for Family Care Leave, but may elect to do so by mutual agreement with the Employer.

15.6 Group Health Insurance Plan for Family Medical Leave

During an approved FMLA/CFRA leave, in order to continue to participate in the Authority's health and welfare program, the Employee is required to continue to pay the Employee's share of the required premium and the Employer will pay the Employer's share of the required premium. While on unpaid leaves granted in excess of the FMLA/CFRA leave entitlement, the Employee is responsible for payment of the full premium cost (no Employer contribution) in order to maintain benefits.

15.7 Medical Clearance

For an employee granted a Leave of Absence for medical reasons, the Authority may request said employee to complete satisfactorily an employment health examination, at the expense of the Authority, before return to active employment.

15.8 Pregnancy Disability Leave

Insofar as pregnancy disability leave is used under this Section for Pregnancy Disability, that time will not be considered a part of the twelve (12) week family care leave period.

Section 16. Bereavement Leave

The Authority agrees that it will grant to all employees, upon notification of the employee's supervisor, leave for up to five (5) days with pay at his/her regular rate for the purpose of arranging for and/or attending the funeral in the event of a death in the immediate family of such employee. It is understood that "immediate family" shall mean spouse, domestic partner, father, mother, son, daughter, brother, sister, grandparents, step parents or step children, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any relative or dependent residing in the home of the employee at the time of death. The Employer may require that the employee provide proof of death and/or relationship of the deceased.

Upon the approval of the Executive Director, accrued sick leave may be used to attend the funeral of friends and distant relatives.

Leave in excess of five (5) days will be charged to the employee's accumulated sick leave or annual leave account, or approved leave without pay.

Section 17. Restoration of Service Credits

17.1 Voluntary Separation

A separated employee in good standing who returns to active employment with the Employer within twelve (12) months from date of separation shall have service credits which were accrued and unused prior to his/her separation restored for purposes of:

- 1) Vacation eligibility but not vacation scheduling
- 2) Sick leave eligibility
- 3) Service awards

17.2 Layoff Separation

When the separation was due to involuntary layoff, twenty four (24) months shall apply, provided the employee returns within his/her eligibility period.

Section 18. Days and Hours of Work

18.1 Normal Work Week

The normal work schedule for employees shall be the 9/80 work week as authorized in the provisions of Exhibit B. In the event the 9/80 work week is terminated, the work week shall revert to eight (8) hours per day Monday through Friday.

18.2 Call In

If unable to report to work, an employee shall call in to his/her supervisor no less than thirty (30) minutes prior to the start of the employee's scheduled shift.

18.3 Lunch Break

Each employee shall have an unpaid, duty-free lunch break of thirty (30) minutes.

Section 19. Rest and Clean-up Periods Rest Periods

19.1 Rest Periods

- 1) All employees shall be granted and take a rest period of fifteen (15) minutes during each half shift or four (4) hours of work. The rest periods shall be paid at the employee's prevailing rate.
- 2) When overtime is worked, employees shall have a rest period of fifteen (15) minutes at the end of their regular shift and one every two (2) hours thereafter.

19.2 Clean-up Periods

Maintenance employees and other employees who become dirty from the work environment shall be allowed up to ten (10) minutes immediately prior to the end of each half of any shift for the purpose of personal clean up. Those ten (10) minutes shall be paid at the employee's prevailing rate.

Section 20. Health and Safety

20.1 Safety Provisions

The Authority shall make reasonable provisions to ensure the safety and health of each employee during the hours of their employment. Employees shall be required to use all safety clothing and protective devices which will be made available by the Authority and shall also be required to observe safety rules promulgated for their protection. Each employee shall be expected to immediately report any unsafe practice or condition of which they are aware to their supervisor.

20.2 Safety Equipment Requirements

Safety goggles or shields, respirators and other safety equipment shall be furnished by the Authority and used by employees when required by State or Federal safety standards and laws or otherwise deemed necessary.

20.3 Joint Labor-Management Safety Committee

A Local 1 safety committee is established to review matters related to employee safety. Said committee shall consist of two (2) representatives appointed by Local 1 and two (2) representatives appointed by the Authority.

Section 21. Wages and Classifications

21.1 Salary Schedules

Wages shall be paid in accordance with the salary schedule as set forth in Exhibit "A" of this Memorandum of Understanding.

The first step in each range is the minimum rate and shall normally be the entry (hiring or promotion) rate for the classifications. The Executive Director may approve appointment at a higher step. The second step shall be paid after the completion of nine (9) months of satisfactory service at the first step for new employees and at the completion of six (6) months of satisfactory service for promotional probation employees. The third step shall be paid at completion of twelve (12) months of satisfactory service at the second step.

21.2 Salary Upon Promotion or Work in a Higher Classification

An employee promoted or reclassified to a higher classification shall be paid in the new position at least five percent (5%) above the salary rate he/she was receiving in the position from which promoted or reclassified.

21.3 Job Classifications

The Employer shall meet and confer with Local #1 regarding salaries, minimum qualifications and impact on employees prior to the creation of new job classifications or changes in current job classifications.

21.4 Call Back

Any employee who is called back to duty shall be paid time and one-half (1½) for the actual time worked. Such employee called back shall be paid a minimum of

two (2) hours at the time and one-half (1½) for each call back.

Section 22. Employment

22.1 Permanent Positions

Permanent positions shall be those positions authorized by the governing board in its annual operating budget and designated to be filled by the Executive Director. Only those employees who have satisfactorily completed their probationary period may be appointed to permanent status.

22.2 Temporary Positions

Temporary positions shall be those positions authorized by the governing board for a duration not to exceed six (6) months. Employees hired for temporary positions shall be considered temporary employees.

22.3 Permanent Part-Time Positions

An employee who is assigned to an authorized permanent position and who works less than forty (40) hours per week can be designated as a permanent part-time employee. Such positions shall have an authorized number of hours. Employees filling such positions shall receive benefits in accordance with the formula followed by Contra Costa Housing Authority for its permanent part-time employees. Positions filled by permanent part-time employees shall be designated as X/40 positions, with X being the number of hours worked per week.

Section 23. Benefits

23.1 The Employer will provide the following benefits:

Health and Dental Benefits that will include:

- 1) CalPERS Medical
- 2) Delta Dental Plan
- 3) Life, accidental death and disability insurance: Life insurance is Fifteen Thousand Dollars (\$15,000.00).
- 4) I.R.C. 125 Plan (Flex Spending Plan): Allows employees to elect to deduct child care costs and unreimbursed medical costs from pay on a pre-tax basis in accordance with the plan provisions and applicable law.

23.2 Retirement

- 1) Employees who became members of the Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012, are included in Tier I, enhanced benefit of 2% at 55.
- 2) For employees who become members of CCCERA after December 31, 2012, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent PEPRA conflicts with any provision of this MOU, PEPRA will govern.

23.3 Vision Plan

The Housing Authority will provide an employee reimbursement up to Three Hundred Fifty Dollars (\$350.00) every two fiscal years for the purchase of prescription eye wear and/or frames for employees and dependents.

23.4 Effective Date of Benefit Plan Participation

Commencing with the first day of the following month after the date of initial employment, employees hired for permanent positions may become participating members in those plans outlined in the Benefits provisions of this Memorandum of Understanding.

23.5 Long Term Disability and Life Insurance

Permanent and Permanent Part-Time employees who regularly work thirty (30) hours or more per week and who are eligible for the Housing Authority's retirement program through the Contra Costa County Employees Retirement Association shall be eligible for Long Term Disability Insurance and Life Insurance. Such insurance shall be provided by the Housing Authority and shall be in accordance with the provisions of the Personnel Policy and Procedures.

23.6 Contribution Rates

The Authority shall contribute the following maximum amounts per month for the purpose of providing the remaining benefits in this Section. If the maximum amount is not sufficient to provide such benefits, any excess amount necessary shall be paid for by the employee through payroll deduction.

(Employer Maximum Contribution for Medical)

Employee Only	\$345.00
Employee +1	\$679.00
Employee +2	\$980.00

(Employer Maximum Contribution for Dental for the term of the MOU.

Employee Only	\$63.72
Employee +1	\$110.81
Employee +2	\$186.36

23.7 Change in Plans

The right to change medical and/or dental plan contents and providers during the term of the Agreement in an effort to provide comparable benefits at reduced costs shall be by agreement by both parties.

23.8 Group Health Insurance Plans (For other than FMLA/CFRA).

Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the Authority premium contribution by maintaining their employment in pay status. In order to maintain such coverage after all paid leave is exhausted, unless otherwise required by law, employees are responsible for

paying the entire premium amount (no Authority contribution) to maintain their group health plan coverage and submit premium payments directly to the Authority.

Section 24. Overtime

24.1 Overtime Defined

Each hour worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at one and one-half (1½) times the employee's regular rate. Effective the first full pay period following Union ratification and Board adoption of this MOU, hours paid for but not worked shall not be considered in the computation as time worked for the purpose of computing overtime.

24.2 Distribution of Overtime

The Authority agrees to distribute overtime hours equally whenever practical among employees in their respective classifications and departments on a seniority basis. After the first overtime assignment has been made, additional work will be offered in rotational list order. Notice for scheduled overtime will be given as soon as possible. An employee on light duty may be deemed ineligible to work overtime due to work restrictions.

24.3 Compensatory Time Off

The following provisions shall apply:

- 1) Employees may elect to accrue compensatory time off in lieu of overtime pay. Eligible employees must notify their Department Head or his/her designee of their intention to accrue compensatory time off or to receive overtime pay.
- 2) Compensatory time off may be accrued at the overtime rate for actual authorized overtime hours worked by the employee.
- 3) Employees may not accrue a compensatory time off balance that exceeds eighty (80) hours. Once the maximum balance has been attained, authorized overtime hours will be paid at the overtime rate. If the employee's balance falls below eighty (80) hours the employee may again accrue compensatory time off for authorized overtime hours worked until the employee's balance again reaches eighty (80) hours.
- 4) Accrued compensatory time off shall be carried over for use in the next fiscal year; however, as provided in 3 above, accrued compensatory time off balances may not exceed eighty (80) hours.
- 5) Employees may not use more than eighty (80) hours of compensatory time off in any fiscal year period (April 1 - March 31).
- 6) The use of accrued compensatory time off shall be by mutual agreement

between the Department Head or his/her designee and the employee. Compensatory time off shall not be taken when the employee will be replaced by another employee who would be eligible to receive overtime payment. This provision may be waived at the discretion of the Department Head or his/her designee.

- 7) Since employees accrue compensatory time off at the rate of one and one-half (1½) hours for each hour of authorized overtime worked, accrued compensatory time balances will be paid off accordingly whenever:
 - a. The employee changes status and is no longer eligible for compensatory time off;
 - b. The employee separates from Housing Authority service;
 - c. The employee retires.

Section 25. Grievance Procedure

25.1 It is the intent of the parties to this Memorandum of Understanding to anticipate and diminish causes of grievances and to settle any which arise, informally at the lowest practicable level of supervision and as fairly and promptly as possible. Therefore, it is agreed that there should be time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure and the time in which each answer must be given. Any grievance not initiated, or pursued by Local #1, the aggrieved employee, or the Employer, as the case may be, within these time limits, will be considered settled on the basis of the last timely demand or answer by the Employer as the case may be, unless the time is extended by agreement of both parties. At each step of the grievance procedure, the Employer shall make available any record relied upon to sustain the action which gave rise to the grievance.

25.2 Definition - Grievance

A grievance is any dispute between (a) the parties, or (b) the Employer and an employee or employees with respect to the meaning, interpretation, application or enforcement of this Memorandum of Understanding or any terms or provisions thereof and the application of the Personnel Policy.

25.3 General

1) Initial Presentation

The initial (or lowest level) presentation of a grievance shall be to the immediate supervisor of the employee claiming to have a grievance, and it may be made either orally or in writing. If made in writing, this written grievance shall comply with paragraph (2)'s requirement for a formally presented grievance.

2) Formal Presentation

The formal presentation of a grievance shall be written and shall state the circumstances over which the grievant claims to be aggrieved, how the meaning, interpretation, application or enforcement of this Memorandum of

Understanding is affecting him/her to his/her detriment, and the redress he/she seeks.

- 3) Time Limit
Grievances must be filed within thirty (30) days of the incident or occurrence about which the employee claims to have a grievance.
- 4) Filing at Above First Step
Grievances may be filed at Step 2 or Step 3, provided both parties agree that filing above Step 1 is appropriate.

25.4 Procedure

- 1) Step 1
The grievance shall be presented to the immediate supervisor in accordance with the Causes paragraph of this Section. The immediate supervisor shall have seven (7) working days to respond. This response shall be reduced to writing.
- 2) Step 2
If the grievance is not settled at Step 1, the grievant shall present his/her grievance to his/her Department Head. The grievant shall have ten (10) working days from the time he/she receives the immediate supervisor's response to grieve to Step 2. The Department Head shall respond in writing within ten (10) working days after hearing the grievance.
- 3) Step 3
If the grievance is not settled at Step 2 above, it shall be presented to the Executive Director or his/her designated representative within ten (10) working days following delivery of the Department Head's response. The grievance shall be presented along with all pertinent written material to date and testimony from witnesses where required. If the grieving employee or group of employees wishes Local #1 representation in the presentation of the case before the Executive Director, or his/her designated representative, such representation shall consist of not more than two (2) representatives of Local #1. The Executive Director shall reply to the grievance in writing to Local #1's office within ten (10) working days of the date of presentation of the written grievance.
- 4) Step 4
A grievance which is not settled by the Executive Director may be appealed in writing to an Adjustment Board. The written notice of appeal must be filed with the Executive Director within ten (10) working days of the receipt of his/her written reply.

The Adjustment Board shall be comprised of three (3) Union representatives, no more than two (2) of whom shall be either an employee of the Authority or an elected or appointed official of the Union presenting the grievance, and three (3) representatives of the Authority, no more than (2) of whom shall be either an employee of the Authority or a

member of the staff of an organization employed to represent the Authority in labor relations. The Adjustment Board shall meet and render a decision within twenty (20) work days of receipt of the written request. If the Authority fails to meet the timelines specified in Step 4 and the Union demands in writing that an Adjustment Board be convened, the Authority will convene an Adjustment Board within ten (10) work days of receipt of request or the grievance will move to arbitration upon demand.

5) Step 5

A grievance which is not settled by majority decision of the Adjustment Board may be appealed in writing for final determination to an arbitrator. The written notice of appeal must be filed with the Executive Director within ten (10) working days of receipt of the written decision of the Adjustment Board.

a. Arbitration Selection

Within ten (10) working days after receipt of the notice of appeal, the Executive Director and the grievant(s) shall proceed with the Executive Director and Local #1 trying to select a mutually acceptable arbitrator who agrees to serve.

If the parties cannot agree, a list of five (5) arbitrators will be requested from the California State Mediation and Conciliation Service, American Arbitration Association, or some other source mutually agreed upon, and each party (beginning by lot) shall alternately strike one name from the list until one name remains, who shall be the arbitrator if he/she agrees to serve. If he/she will not serve, the process shall be repeated until an arbitrator is found. Notwithstanding the above an arbitrator shall be selected within thirty (30) days.

b. Evidence

Neither party shall be permitted to assert in the arbitration proceedings any fact or report or written stipulation or any evidence which has not been submitted to the other party during the prior levels of the grievance procedure. Should new evidence become available, the procedure shall revert back to Step 4.

c. The Arbitration

The arbitrator shall promptly hold a hearing and shall issue his/her decision not later than thirty (30) days from the date of the close of hearing, or, if the oral hearings have been waived, from the date the first written statements and arguments are submitted to him/her by the parties. His/her decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues. It shall be submitted to the Executive Director and to the grievant and shall be final and binding on the parties.

6) Costs

The costs and/or fees of the arbitration and the arbitrator (including any per diem expenses, travel and subsistence expenses), the cost of any hearing room and the cost of preparing the transcript of the hearing, if any, for the arbitrator shall be borne equally by both parties. All other costs and expenses shall be borne by the party incurring them.

25.5 Arbitration Decision

Copies of the decision will be furnished to both parties. The arbitrator shall have no authority to add to, delete from, or alter any provisions of this Memorandum of Understanding, but shall limit his/her decision to the scope, application and interpretation of the provisions of this Memorandum of Understanding and shall make no decisions in violation of existing law. In case of a grievance involving any money claim against the Employer, no award shall be made by the arbitrator which shall allow any alleged accruals prior to the date when such grievance shall have been presented to the Employer in writing, except in cases whereby the employee or Local #1, due to lack of knowledge, could not know prior to that date that there were grounds for a claim. In such cases, retroactive claims shall be limited to a period of sixty (60) calendar days prior to the date the claim was first filed in writing.

25.6 Time Limits

Grievances not appealed to the next higher step within the time limits as set forth in the above procedure shall be considered settled on the basis of the last answer and no further appeal may be made. The above time limits may be extended by mutual written agreement.

Section 26. Disciplinary Actions

26.1 General Provisions

A permanent employee may be suspended, demoted or dismissed by the Executive Director for cause.

26.2 Disciplinary actions used by the Employer are as follows:

- 1) Verbal reprimand
- 2) Written reprimand
- 3) Suspension, which shall mean disciplinary leave from work without pay or, in the alternative, a temporary reduction in pay of not more than five percent (5%) for a period of time not to exceed three months.
- 4) Demotion
- 5) Dismissal

The extent of the disciplinary action taken shall be commensurate with the offense provided that the prior employment history of the employee may also be considered pertinent. It shall be the Employer's policy to use progressive discipline.

26.3 Causes

The causes which shall be deemed sufficient for suspension, demotion, or dismissal of permanent employees shall include but are not limited to the following:

- 1) Unauthorized Absence without leave
- 2) Disorderly or immoral conduct
- 3) Incompetency or inefficiency
- 4) Insubordination
- 5) Use of alcoholic beverages or narcotics, or being under the influence of either or both while on duty
- 6) Neglect of duty
- 7) Negligent or willful damage to the Employer's property, or waste of the Employer's supplies or equipment
- 8) Willful violation of a reasonable regulation or order given by a supervisor or department head regarding duties, conduct, or performance of the employee
- 9) Dishonesty or theft
- 10) Violation of Housing Authority policy
- 11) Excessive tardiness
- 12) Falsification of forms, records or reports including time cards or employment records

26.4 Notice of Intent

The Executive Director or designee shall give written notice (*Skelly* Notice) of his/her intent to take disciplinary action against any involved employee. Verbal and written reprimands are not subject to this procedure. Such notice must be served on the employee in person or by certified or registered mail prior to the disciplinary action becoming effective. The *Skelly* notice must be served within thirty (30) days after the occurrence or first knowledge of the action upon which the disciplinary action is based and shall include:

- 1) Statement of the nature of the disciplinary actions
- 2) Effective date of the action to be taken
- 3) Statement of the cause thereof
- 4) Statement in ordinary language of the specific act or the omissions upon which the cause is based
- 5) Statement that employee is entitled to review all written materials upon which the Authority based the decision.
- 6) Statement advising the employee of his/her right to appeal from such action and the right to representation.

26.5 Skelly Hearing

After the *Skelly* notice has been issued, and prior to the disciplinary action being initiated, upon the request of the employee, the Executive Director shall conduct a *Skelly* hearing. At this hearing, the employee and his/her representative shall be afforded the opportunity to respond to the charges, either orally or in writing. The Executive Director may reduce or modify the intended action as a result of the *Skelly* hearing.

26.6 Skelly Decision Appeal

Subsequent to the notice of action by the Executive Director, the employee may appeal the disciplinary order in accordance with the Grievance Procedure in this Memorandum of Understanding. The appeal of the Executive Director's decision shall begin at Step 4 of the Grievance Procedure.

Section 27. Posting and Filling Vacant Positions

27.1 Posting of all Vacant Positions

A Permanent position vacancy is defined as an opening in a permanent position which occurs as a result of a promotion, demotion, transfer, termination or resignation of the incumbent, or which is a newly budgeted and approved position for which there is no incumbent.

Posting of all vacant positions shall be for a minimum of seven (7) work days at all work locations and shall be concurrently posted internally and externally. A copy of the posting shall be provided to the Union at the time the vacancy is posted.

The posting shall state:

- 1) The worksite of the vacancy
- 2) The number of hours and days of work
- 3) The job classification and salary range
- 4) Minimum qualifications
- 5) Closing date of posting
- 6) Type of selection process

During the posting period the vacancy shall not be permanently filled. Any employee going on leave during the period of posting can request a copy of the notice by providing the Employer with a means of notifying the employee of the vacancy.

- 1) The position(s) shall be posted and all employees who meet the minimum qualifications will be encouraged to apply for either transfer or promotional opportunities.
- 2) Employees must apply in writing for the position, and shall clearly indicate on their application whether they wish to transfer to the newly vacated position or be considered for a promotional opportunity.
- 3) The Housing Authority will consider employees who meet the minimum qualifications for the position in the following order:
 - a. Transfer requests
 - b. Promotional opportunities
 - c. voluntary demotions
- 4) An employee is not eligible for a promotion if he/she already was

promoted once within the last twelve (12) months. An employee is not eligible for transfer if he/she has received an unsatisfactory performance evaluation during the most recent evaluation period. An employee is not eligible for transfer or promotion if he/she was demoted from a position in the past twelve (12) months or if he/she is currently subject to discipline for performance.

Once transfer bids have been processed by interviewing and placing internal candidates into the vacant position(s), all other candidates shall be considered for any remaining vacant positions.

27.2 Filling a Vacant Position

The department having the vacancy shall first consider the most qualified applicant in order of ranking after the testing and evaluation process.

27.3 Voluntary Transfers for Permanent Positions

Prior to filling a vacant permanent position, the Employer shall grant a transfer request if an employee wishes to transfer from his/her current work site to the vacancy, provided the vacancy is within the same classification. Voluntary transfers shall be granted in accordance with the following procedures:

- 1) Any employee desiring a transfer shall submit a written bid request by the close of the seven (7) day posting period. The bid request shall list all desired transfer locations in order of preference.

Any employee on leave may submit a written bid request and employees about to take leave may submit a written bid request to the Human Resources Department for positions that may become available while the employee is on leave. The most senior eligible employee requesting the transfer shall receive the transfer.

- 2) Newly hired employees shall be eligible to submit a bid request for a transfer immediately upon completion of the probationary period.
- 3) Employees who promote into a new classification shall be eligible to submit a bid request for transfer in their new classification immediately upon completion of the probationary period.

27.3 Seniority Used in Filling Position

Where merit and qualifications are equal, preference in hiring permanent and permanent part-time promotional positions shall be given to the employee with the greater amount of seniority with the Employer. In the event of a dispute regarding the filling of a promotional position, the Local One Representative shall have the right to review the qualification ranking sheet summary.

27.4 External Applicants

Only after all of the provisions mentioned above have been met, may the Employer recruit individuals who are not current employees for the position.

27.5 Involuntary Transfer

Authority management, at its sole discretion, may determine from time to time that transfers of staff are required. Transfers are the transfer of permanent employees in their existing classifications to a new worksite or work schedule. Such decisions may result from inability to fill a vacancy through the transfer procedure or from a determination that excess staff are allocated to a certain site or work schedule. A transfer may also result from an employee returning to work following an occupational injury or illness and such employee has been determined to be permanent and stationary pursuant to an ADA accommodation.

This policy shall not apply to temporary transfers of less than eight (8) weeks duration to cover such things as vacation relief, sick leave/workers' compensation absence, workload adjustments, or special work assignments as may be required by the Authority, or temporary short-term assignments to cover vacant positions which could not be filled through the voluntary transfer policy .

Employees who are subject to temporary (less than eight (8) weeks transfer shall be eligible for mileage reimbursement for their personal vehicle for any additional commute miles caused by the transfer.

If a temporary transfer is expected to exceed eight (8) weeks in duration, the Housing Authority shall either use the below listed procedure or will meet and confer with the Union on a case by case basis regarding an alternative approach:

- 1) Management will identify the classifications and positions/work locations from which transfers are necessary.
- 2) Affected employees will be provided with a list of the vacancies for which they may apply. Volunteers will be considered first in accordance with Voluntary Transfer Procedures.
- 3) If there are insufficient or no volunteers for each assignment and involuntary transfers are still required, the least senior qualified affected employee shall be transferred to the vacant assignment identified by management followed by the next least senior employee, in inverse order of seniority until all necessary transfers are completed. Qualified is defined as a person possessing the necessary training or experience for their specific assignment.
- 4) Seniority for transfer purposes shall be defined as seniority within classification. Nothing contained in this section shall prohibit the Authority and the Union from making a mutually agreed upon alternative arrangement.

Involuntary transfers may not be used for disciplinary purposes.

27.6 Involuntary Transfer for Performance Monitoring

Transfers may not be used for disciplinary purposes. The Authority may temporarily transfer an employee who has received an unsatisfactory performance evaluation and/or for whom a Performance Improvement Plan (PIP) has been implemented if the employee does not have direct supervision at the employee's worksite. The temporary transfer shall be to another location where

the employee will have direct supervision until the employee meets performance requirements. No other employee shall be adversely affected by the transfer.

The Authority may involuntarily transfer an employee who is the subject of a complaint of unlawful harassment or discrimination of an employee(s) if there is some basis-in-fact support the complaint. No other employee shall be adversely affected by the transfer. Any such transfer shall not be considered disciplinary.

27.7 Office Closures and Reorganization

Involuntary transfers that result from a decision of the Authority to reorganize or to close an office shall be in accordance with the procedures outlined in the Involuntary Transfer Procedure with the exception that mileage will not be paid.

Section 28. Working Out of Classification

28.1 Temporary Assignment

- 1) The Executive Director may assign employees to work in a different classification on a temporary basis. When an employee is assigned work in a higher classification he/she shall receive the salary for that classification for the duration of the assignment. When an employee is assigned work in a lower classification, he/she shall be paid at his/her present salary for the duration of the assignment.

- 2) Assignments for ten (10) working days or less may be made by the Executive Director or his/her designee. If an assignment is to be for a period of more than ten (10) days, volunteers shall be solicited from the Unit. If there is more than one volunteer, the most senior qualified employee shall receive the temporary assignment. The employee must meet the minimum qualifications for the position to which he/she is to be assigned. Temporary assignments shall not be made for more than six (6) months. The Employer shall not make a series of assignments of less than ten (10) working days to circumvent the intent of this Section.

Section 29. Personnel Files

29.1 Access to Personnel Files

Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the employee involved.

- 1) Every employee shall have the right to inspect, examine, and obtain copies of any materials in his/her employee personnel file by request to the Executive Director or his/her designated representative.
- 2) Copies of all materials placed in the personnel file shall be provided to the employee.
- 3) An employee shall have the right to enter his/her comments to any and all materials in his/her personnel file.

29.2 Maintenance of Files

The personnel file of each employee shall be maintained at the Housing Authority's central administration office. No adverse action shall be based upon materials which are contained in the personnel file unless the materials had been previously provided to the employee.

29.3 Examination of Files

An employee shall have the right to any reasonable time to examine and/or obtain copies of any material from the employee's personnel file.

- 1) Such review shall take place during normal business hours, and the employee shall upon approval of his/her supervisor, be released from duty for a reasonable time for this purpose without salary deduction.
- 2) With specific written authorization from the employee, authorized representatives shall also have the right, at any reasonable interval during the regular business hours of the Housing Authority, to examine and/or obtain copies of any material from the employee's personnel file.

29.4 Confidentiality

All personnel files shall be kept in confidence and shall be available for inspection only to other employees designated by the Executive Director when actually necessary in the proper administration of the Housing Authority's affairs or the supervision of the employee.

29.5 Discipline and Investigatory Documents

All discipline and investigatory documents placed in an employee's file shall be signed and dated by the preparer. The employee shall be notified prior to the material being placed in the file, and shall be given the opportunity to initial and date same. Refusal to do so shall be noted on the copy placed in the file. Employee evaluations shall remain in the employee's file. All derogatory materials, except suspensions, reductions in pay or discipline for unlawful or discriminatory conduct shall be removed from the employee's personnel file and destroyed after remaining in the file for a period of three (3) years.

Section 30. Miscellaneous Pay Provisions

30.1 Bilingual Pay

A salary differential of One Hundred Dollars (\$100.00) per month shall be paid employees utilizing bilingual proficiency as designated by the Executive Director or his/her designee. Said differential shall be prorated for employees working less than full-time and/or who are on an unpaid leave of absence. Designation of positions for which bilingual proficiency is required is the sole prerogative of the Employer. The procedure for determining competency and qualifications for bilingual pay shall be determined by the employer.

30.2 Mileage Reimbursement

The mileage allowance for use of personal vehicles on Authority business shall be paid according to the rates allowed by the Internal Revenue Service and shall

be adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the Internal Revenue Service, whichever is later.

30.3 Training and Tuition Reimbursement

Guidelines for reimbursement of training, tuition and book expenses for employees furthering their professional education or career development are provided in the Authority's Policy and Procedures Manual.

30.4 Staff Training

Side Letter provisions: Within sixty (60) days of Union ratification and Board approval of the MOU, Employer can agree to meet with the Union to provide clarification related to employee training duties and responsibilities.

30.5 On-Call Pay

Maintenance "B" and Lead employees covered by this Agreement, who have successfully completed probation, may be assigned On-Call duties. Employees so assigned, shall be required to carry a beeper and/or cellular phone and respond within the specified time. Employees assigned On-Call duties shall be permitted to take home an Authority vehicle or be paid mileage for the use of the employee's personal vehicle while responding to calls.

Employees assigned On-Call duties shall be paid one (1) hour of pay for each weekday and three (3) hours of pay for Saturday, Sunday, 9/80 Friday off and holidays.

While responding to calls, employees shall be paid pursuant to Callback and applicable overtime provisions of this Agreement. Specific procedures are contained in the Maintenance Division's On-Call Procedures Side Letter (Exhibit D) attached to this Memorandum of Understanding and incorporated herein.

30.6 Longevity Pay

Employees who have ten (10) or more years of Authority service shall be paid an additional two and one-half percent (2.5%) longevity pay.

Section 31. Performance Evaluation

31.1 Goal

The basic goal of the employee evaluation process is to help each employee perform his/her present job more effectively to the mutual benefit of the individual and the Employer.

31.2 Objectives

- 1) To provide a means of evaluating each employee's performance in the specific context of his/her job.
- 2) To determine individual needs for improvement and development.
- 3) To secure continuing communication of individual development.
- 4) To provide a basis for giving recognition for praiseworthy service.

31.3 Procedure

- 1) The immediate supervisor has the major responsibility for the evaluation of employees under his/her supervision.
- 2) Initial hire probationary employees shall be evaluated in accordance with the Probationary Employee Evaluation provisions of this MOU.
- 3) Promotional probationary employees shall be formally evaluated at three (3) months and at six (6) months.
- 4) Permanent employees shall be evaluated once annually.
- 5) Evaluation forms shall be maintained in the employee's personnel file in the Central Administration office and are available for the employee's inspection. A copy of the completed forms shall be given to the employee.
- 6) Employees will have an opportunity to discuss evaluations with the evaluator prior to the placement of the evaluation in the employee's personnel file. Ratings reflecting below average performance shall include specific recommendations for improvement and such ratings shall be supported by appropriate prior documentation. The employee shall have the right to respond in writing to an evaluation and such response shall be attached to the evaluation and included in the personnel file.

Section 32. Voluntary Demotions

32.1 Definition

A voluntary demotion shall occur when an employee voluntarily vacates his/her current class and fills a vacant position in a lower paying class for which that employee meets the qualifications.

32.2 Reasons for Voluntary Demotions

An employee may take a voluntary demotion when a vacancy exists in a lower classification and the employee desires to demote.

32.3 Procedure for Voluntary Demotions

The procedure in the Posting and Filling Vacancies Section of this MOU shall be followed. Employees seeking a voluntary demotion under these circumstances shall be considered after employees eligible for a transfer and after employees eligible for promotion as provided for in the Posting and Filling Vacancies Section of this MOU.

Employees seeking a voluntary demotion in accordance with the above procedure shall be placed in the lower classification at the same step level as he/she occupied in the higher class.

Section 33. Clothing

33.1 Maintenance Employees

Employees assigned to the Maintenance Classification shall wear long pants, Authority-provided shirts and appropriate foot gear while working.

1) Shirts

The Authority shall provide employees with eight (8) shirts with Authority identification each year between September and November. (The shirts will be of one color and worn at all times while on duty). The employee may choose any combination of the following, not to exceed eight (8).

Long sleeve shirt

Short sleeve shirt

"T" shirt (of good quality cotton)

2) Coveralls/overalls/work pants

The Authority will provide a combination of two (2) pair of regular coveralls/overalls/work pants to maintenance employees each year between September and November. In addition, the Employer will supply disposable coveralls as needed.

3) Jacket

The Authority will provide and replace as needed, a jacket with Authority identification, to be worn by employees during cold weather.

4) Boot Allowance

Effective January 1, 2016, the Authority will reimburse Maintenance Unit employees up to Three Hundred and Twenty Five Dollars (\$325.00) every two (2) years between September and November for the purchase of approved safety footwear. This amount shall remain in effect for the term of this MOU.

The Authority shall provide a vendor for the purchase of safety boots. The Authority agrees to coordinate the purchase of safety boots for new hires. Safety footwear must be worn while on duty and must conform to Authority safety standards. Safety foot wear shall be leather, hard soled, non-slip with heels and have steel or other approved safety toe and ankle protection.

5) Protective Clothing

Gloves, rain suits, coveralls and rubber boots shall be furnished by the Authority where it is deemed necessary by the Authority for protection of the employee or his/her clothing.

33.2 Non-Maintenance Employees

Employees working in non-maintenance Classifications shall wear attire appropriate for an office environment or suitable for field assignments.

Section 34. Catastrophic Leave

34.1 Eligibility

Permanent employees may be eligible to receive donations of paid leave other than sick leave, to be included in the recipient employee's sick leave balance if the employee or immediate family member has suffered a catastrophic illness or injury which is defined as a critical medical condition considered to be terminal, a long-term major physical impairment or disability.

34.2 Procedure

1) Recipient Employee

The recipient employee, recipient employee's family or other person designated in writing by the recipient employee shall submit a request in writing to the Executive Director or designee.

The recipient employee shall not be eligible so long as she/he has paid leaves available, however, the request may be initiated prior to the anticipated date leave balance being exhausted.

A medical verification shall be provided by the recipient employee.

A recipient employee is eligible to receive four hundred eighty (480) hours of donated time per incident.

2) Donations

Donations shall be made in hourly increments, and are irrevocable. The donor employee may donate vacation up to any amount so long as the donor employee retains at least eighty (80) hours of vacation. Sick leave may not be donated.

Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the recipient employee. All sick leave provisions will apply.

Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.

The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the Executive Director's sole discretion and shall be final and non-grievable.

Section 35. Miscellaneous Provisions

35.1 Personnel Policies

Where a specific provision contained in a section of this Memorandum of Understanding conflicts with a specific provision contained in a section of the Personnel Policies, the provision of this Memorandum of Understanding shall prevail. Those provisions of the Personnel Policies which are not within the scope of representation shall be considered in full force and effect. Those provisions of the Personnel Policies within the scope of representation shall not be changed, amended or otherwise invalidated without a prior meeting

with Local #1.

35.2 Temporary Employees

It is understood that the Authority may utilize temporary employees to provide back-up for vacancies in regular bargaining unit positions during the job recruitment and employee selection process, when regular employees are on leave or for certain peak workload periods. The Authority agrees to monitor the usage in an effort to reduce any unnecessary or prolonged assignment of temporary employees to perform bargaining unit work. Upon request of the Union, the Authority will meet to review the numbers and assignments of temporary employees.

35.3 Modified Work/Limited Duty Program

The light Modified Work/Limited Duty Program is attached to this MOU as Exhibit C and is incorporated herein by reference.

35.4 Rest Rooms

The Authority will provide sufficient sanitary rest room facilities for employees. Employees will be expected and required to cooperate in maintaining sanitary facilities for their use.

35.5 Constructive Resignation

Any employee, who is absent without leave for five (5) consecutive workdays, will be considered to have constructively resigned, provided that the Employer shall send a Registered/Certified Notice of Resignation to the Employee's last known address. The effective date of the constructive resignation shall be five (5) consecutive workdays after the date the notice was mailed.

35.6 Driver's License Requirement.

While actively employed by the Authority, employees required to drive Authority vehicles as part of their job shall maintain:

- 1) A current valid California driver's license; and
- 2) A driving record acceptable to the Authority's auto insurance carrier and which will not cause the Authority to be required to pay excessive insurance premiums.

If an employee does not have a valid driver's license, and cannot perform the functions of his/her job, the Authority will follow the employer's Vehicle Policy.

35.7 Health Examination

The Housing Authority may require an employee to undergo a medical examination if the Authority has a reasonable belief that the employee's physical or mental condition may prevent the employee from safely and productively performing his/her job. A health examination shall be conducted by a licensed physician, qualified in industrial medicine. The cost for medical examination shall be paid by the Authority.

35.8 Joint Labor Management Committees

The parties agree to schedule regular meetings to discuss issues of mutual concern. Union representatives shall be allowed release time to attend such meetings. The parties shall schedule separate meetings for the Clerical and Maintenance units for the purpose of addressing issues specific to each unit.

The parties agree that these meetings do not constitute meet and confer, or collective bargaining, nor shall they address issues that fall under the MOU grievance process. To the extent possible, during each meeting, the Committee shall set the agenda for the next meeting and any agenda additions shall be relayed to the Committee members as soon as possible prior to the next meeting.

Minutes of each Joint Labor Management Committee meeting will be distributed to the Clerical and/or Maintenance unit employees, respectively.

Recommendations from the Committee will be forwarded to the Executive Director for review and final decision.

Section 36. Scope of Agreement

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this Memorandum of Understanding demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum of Understanding by mutual agreement.

Section 37. Saving Clause

37.1 Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect. Local #1 and the Employer shall, within thirty (30) days, meet and confer regarding the affected portion of this Memorandum of Understanding. Any modification or changes in the Memorandum of Understanding brought about by the above meeting and conferring shall be in writing and signed by the parties hereto.

37.2 Waiver of Performance

The waiver of performance of any obligations of the Sections of the Memorandum of Understanding by either party at any time or for any period shall not be construed as a waiver of the right of such parties to insist upon full performance of such obligations thereafter.

Section 38. Term

38.1 Unless otherwise provided for in this Memorandum of Understanding, the term of

this Memorandum shall become effective on January 1, 2016, and terminate on June 30, 2018.

- 38.2 Written notice of desire to negotiate amendments as an extension of this Memorandum of Understanding or any new Memorandum of Understanding must be given by either party at least sixty (60) days prior to the expiration date. Negotiations, therefore, shall commence no less than thirty (30) days prior to the expiration of said Memorandum of Understanding. If a notice is given, as specified above, and complete agreement upon modifications or amendments to this memorandum of Understanding has not been reached by the expiration date, it may be temporarily extended by mutual agreement.

Dated this _____ day of _____, 2016

**PUBLIC EMPLOYEES UNION,
LOCAL #1**

**HOUSING AUTHORITY OF THE
COUNTY OF CONTRA COSTA**

By _____
Kathy Sosa

By _____
Joseph Villarreal
Executive Director

By _____
Alice Jenkins

By _____
Charlene Calica
Human Resources Officer

By _____
Elizabeth Tran

By _____
Elizabeth Campbell
Director of Asset Management

By _____
Danielle Henderson

By _____
Bruce Smargiasso
Housing Choice Voucher Director

By _____
Lavelle Nichols

By _____
Shaunesy Behrens
Administrative Services Officer

By _____
Mack Nasseh

By _____
M. Fran Buchanan
Authority Negotiator

By _____
Barry Luboviski
Chief Negotiator

EXHIBIT A

REPRESENTED EMPLOYEES SALARIES

**HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA
SALARAY SCHEDULES BY CLASSIFICATION
NON-EXEMPT EMPLOYEES EFFECTIVE : 01/01/15**

+1.5%

POSITION	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5	
Housing Program Specialist	\$50,201	/yr	\$52,649	/yr	\$55,245	/yr	\$57,942	/yr	\$60,726	/yr
	4,184	/mo	4,388	/mo	4,604	/mo	4,829	/mo	5,061	/mo
	24.14	/hr	25.32	/hr	26.57	/hr	27.86	/hr	29.20	/hr
Secretary	\$50,001	/yr	\$52,423	/yr	\$54,945	/yr	\$57,605	/yr	\$60,439	/yr
	4,167	/mo	4,369	/mo	4,579	/mo	4,801	/mo	5,037	/mo
	24.04	/hr	25.21	/hr	26.42	/hr	27.70	/hr	29.06	/hr
Senior Housing Assistant	\$45,220	/yr	\$47,442	/yr	\$49,764	/yr	\$52,199	/yr	\$54,771	/yr
	3,769	/mo	3,954	/mo	4,147	/mo	4,350	/mo	4,565	/mo
	21.75	/hr	22.81	/hr	23.93	/hr	25.10	/hr	26.34	/hr
Senior Accounts Clerk	\$44,259	/yr	\$46,406	/yr	\$48,616	/yr	\$51,000	/yr	\$53,472	/yr
	3,689	/mo	3,868	/mo	4,052	/mo	4,250	/mo	4,456	/mo
	21.28	/hr	22.32	/hr	23.38	/hr	24.52	/hr	25.71	/hr
Housing Assistant	\$43,110	/yr	\$45,158	/yr	\$47,354	/yr	\$49,664	/yr	\$52,024	/yr
	3,593	/mo	3,764	/mo	3,947	/mo	4,139	/mo	4,336	/mo
	20.73	/hr	21.72	/hr	22.77	/hr	23.88	/hr	25.02	/hr
Junior Accounts Clerk	\$38,690	/yr	\$40,539	/yr	\$42,511	/yr	\$44,608	/yr	\$46,668	/yr
	3,225	/mo	3,379	/mo	3,543	/mo	3,718	/mo	3,889	/mo
	18.61	/hr	19.49	/hr	20.44	/hr	21.45	/hr	22.44	/hr
Senior Office Assistant	\$38,466	/yr	\$40,351	/yr	\$42,311	/yr	\$44,371	/yr	\$46,556	/yr
	3,206	/mo	3,363	/mo	3,526	/mo	3,698	/mo	3,880	/mo
	18.50	/hr	19.40	/hr	20.35	/hr	21.34	/hr	22.39	/hr
Office Assistant II Purchasing Clerk	\$37,030	/yr	\$38,778	/yr	\$40,650	/yr	\$42,548	/yr	\$44,671	/yr
	3,086	/mo	3,232	/mo	3,388	/mo	3,546	/mo	3,723	/mo
	17.81	/hr	18.65	/hr	19.55	/hr	20.46	/hr	21.48	/hr
Office Assistant	\$32,810	/yr	\$34,396	/yr	\$36,019	/yr	\$37,754	/yr	\$39,540	/yr
	2,735	/mo	2,867	/mo	3,002	/mo	3,147	/mo	3,295	/mo
	15.78	/hr	16.54	/hr	17.32	/hr	18.16	/hr	19.01	/hr
Facility/Grounds Worker	\$29,602	/yr	\$31,000	/yr	\$32,498	/yr	\$34,033	/yr	\$35,644	/yr
	2,467	/mo	2,584	/mo	2,709	/mo	2,837	/mo	2,971	/mo
	14.24	/hr	14.91	/hr	15.63	/hr	16.37	/hr	17.14	/hr
Maintenance Mechanic A	\$43,234	/yr	\$44,795	/yr	\$46,294	/yr				
	3,603	/mo	3,733	/mo	3,858	/mo				
	20.79	/hr	21.54	/hr	22.26	/hr				
Maintenance Mechanic B	\$50,975	/yr	\$53,697	/yr	\$56,369	/yr				
	4,248	/mo	4,475	/mo	4,698	/mo				
	24.51	/hr	25.82	/hr	27.11	/hr				
Lead Maintenance Mechanic	\$57,667	/yr	\$60,526	/yr	\$63,473	/yr				
	4,806	/mo	5,044	/mo	5,290	/mo				
	27.73	/hr	29.10	/hr	30.52	/hr				

HOUSING AUTHORITY of the COUNTY of CONTRA COSTA
SALARY SCHEDULES BY CLASSIFICATION
NON-EXEMPT EMPLOYEES : 05/21/16 - 12/30/16

3.00%

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Housing Program Specialist	\$51,708 /yr 4,309 /mo 24.86 /hr	\$54,229 /yr 4,520 /mo 26.08 /hr	\$56,903 /yr 4,742 /mo 27.36 /hr	\$59,681 /yr 4,974 /mo 28.70 /hr	\$62,548 /yr 5,213 /mo 30.08 /hr
Secretary	\$51,502 /yr 4,292 /mo 24.77 /hr	\$53,996 /yr 4,500 /mo 25.96 /hr	\$56,594 /yr 4,717 /mo 27.21 /hr	\$59,334 /yr 4,945 /mo 28.53 /hr	\$62,253 /yr 5,188 /mo 29.93 /hr
Senior Housing Assistant, Senior Property Assistant	\$46,577 /yr 3,882 /mo 22.40 /hr	\$48,866 /yr 4,073 /mo 23.50 /hr	\$51,257 /yr 4,272 /mo 24.65 /hr	\$53,765 /yr 4,481 /mo 25.85 /hr	\$56,415 /yr 4,702 /mo 27.13 /hr
Senior Accounts Clerk	\$45,587 /yr 3,799 /mo 21.92 /hr	\$47,799 /yr 3,984 /mo 22.99 /hr	\$50,075 /yr 4,173 /mo 24.08 /hr	\$52,530 /yr 4,378 /mo 25.26 /hr	\$55,077 /yr 4,590 /mo 26.48 /hr
Housing Assistant	\$44,404 /yr 3,701 /mo 21.35 /hr	\$46,513 /yr 3,877 /mo 22.37 /hr	\$48,775 /yr 4,065 /mo 23.45 /hr	\$51,154 /yr 4,263 /mo 24.60 /hr	\$53,585 /yr 4,466 /mo 25.77 /hr
Junior Accounts Clerk	\$39,851 /yr 3,321 /mo 19.16 /hr	\$41,756 /yr 3,480 /mo 20.08 /hr	\$43,787 /yr 3,649 /mo 21.06 /hr	\$45,947 /yr 3,829 /mo 22.09 /hr	\$48,069 /yr 4,006 /mo 23.12 /hr
Senior Office Assistant	\$39,620 /yr 3,302 /mo 19.05 /hr	\$41,562 /yr 3,464 /mo 19.99 /hr	\$43,581 /yr 3,632 /mo 20.96 /hr	\$45,703 /yr 3,809 /mo 21.98 /hr	\$47,953 /yr 3,997 /mo 23.06 /hr
Office Assistant II, Purchasing Clerk, Leasing Assistant	\$38,141 /yr 3,179 /mo 18.34 /hr	\$39,942 /yr 3,329 /mo 19.21 /hr	\$41,870 /yr 3,490 /mo 20.13 /hr	\$43,825 /yr 3,653 /mo 21.07 /hr	\$46,012 /yr 3,835 /mo 22.13 /hr
Office Assistant	\$33,795 /yr 2,817 /mo 16.25 /hr	\$35,428 /yr 2,953 /mo 17.04 /hr	\$37,100 /yr 3,092 /mo 17.84 /hr	\$38,887 /yr 3,241 /mo 18.70 /hr	\$40,727 /yr 3,394 /mo 19.59 /hr
Facility/Grounds Worker	\$30,491 /yr 2,541 /mo 14.66 /hr	\$31,930 /yr 2,661 /mo 15.36 /hr	\$33,473 /yr 2,790 /mo 16.10 /hr	\$35,054 /yr 2,922 /mo 16.86 /hr	\$36,714 /yr 3,060 /mo 17.66 /hr
Maintenance Mechanic A	\$44,532 /yr 3,711 /mo 21.41 /hr	\$46,139 /yr 3,845 /mo 22.19 /hr	\$47,683 /yr 3,974 /mo 22.93 /hr		
Maintenance Mechanic B	\$52,505 /yr 4,376 /mo 25.25 /hr	\$55,308 /yr 4,609 /mo 26.60 /hr	\$58,061 /yr 4,839 /mo 27.92 /hr		
Lead Maintenance Mechanic	\$59,398 /yr 4,950 /mo 28.56 /hr	\$62,342 /yr 5,196 /mo 29.98 /hr	\$65,378 /yr 5,449 /mo 31.44 /hr		

HOUSING AUTHORITY of the COUNTY of CONTRA COSTA
SALARY SCHEDULES BY CLASSIFICATION
NON-EXEMPT EMPLOYEES : 12/31/16 - 12/29/17

2.50%

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Housing Program Specialist	\$53,001 /yr 4,417 /mo 25.49 /hr	\$55,585 /yr 4,633 /mo 26.73 /hr	\$58,326 /yr 4,861 /mo 28.05 /hr	\$61,174 /yr 5,098 /mo 29.42 /hr	\$64,112 /yr 5,343 /mo 30.83 /hr
Secretary	\$52,790 /yr 4,400 /mo 25.38 /hr	\$55,346 /yr 4,613 /mo 26.61 /hr	\$58,009 /yr 4,835 /mo 27.89 /hr	\$60,818 /yr 5,069 /mo 29.24 /hr	\$63,810 /yr 5,318 /mo 30.68 /hr
Senior Housing Assistant, Senior Property Assistant	\$47,742 /yr 3,979 /mo 22.96 /hr	\$50,088 /yr 4,174 /mo 24.09 /hr	\$52,539 /yr 4,379 /mo 25.26 /hr	\$55,110 /yr 4,593 /mo 26.50 /hr	\$57,826 /yr 4,819 /mo 27.81 /hr
Senior Accounts Clerk	\$46,727 /yr 3,894 /mo 22.47 /hr	\$48,994 /yr 4,083 /mo 23.56 /hr	\$51,327 /yr 4,278 /mo 24.68 /hr	\$53,844 /yr 4,487 /mo 25.89 /hr	\$56,454 /yr 4,705 /mo 27.15 /hr
Housing Assistant	\$45,515 /yr 3,793 /mo 21.89 /hr	\$47,676 /yr 3,973 /mo 22.93 /hr	\$49,995 /yr 4,167 /mo 24.04 /hr	\$52,433 /yr 4,370 /mo 25.21 /hr	\$54,925 /yr 4,578 /mo 26.41 /hr
Junior Accounts Clerk	\$40,848 /yr 3,404 /mo 19.64 /hr	\$42,800 /yr 3,567 /mo 20.58 /hr	\$44,882 /yr 3,741 /mo 21.58 /hr	\$47,096 /yr 3,925 /mo 22.65 /hr	\$49,271 /yr 4,106 /mo 23.69 /hr
Senior Office Assistant	\$40,611 /yr 3,385 /mo 19.53 /hr	\$42,602 /yr 3,551 /mo 20.49 /hr	\$44,671 /yr 3,723 /mo 21.48 /hr	\$46,846 /yr 3,904 /mo 22.53 /hr	\$49,152 /yr 4,096 /mo 23.64 /hr
Office Assistant II, Purchasing Clerk, Leasing Assistant	\$39,095 /yr 3,258 /mo 18.80 /hr	\$40,941 /yr 3,412 /mo 19.69 /hr	\$42,917 /yr 3,577 /mo 20.64 /hr	\$44,921 /yr 3,744 /mo 21.60 /hr	\$47,163 /yr 3,931 /mo 22.68 /hr
Office Assistant	\$34,640 /yr 2,887 /mo 16.66 /hr	\$36,314 /yr 3,027 /mo 17.46 /hr	\$38,028 /yr 3,169 /mo 18.29 /hr	\$39,860 /yr 3,322 /mo 19.17 /hr	\$41,746 /yr 3,479 /mo 20.08 /hr
Facility/Grounds Worker	\$31,254 /yr 2,605 /mo 15.03 /hr	\$32,729 /yr 2,728 /mo 15.74 /hr	\$34,310 /yr 2,860 /mo 16.50 /hr	\$35,931 /yr 2,995 /mo 17.28 /hr	\$37,632 /yr 3,136 /mo 18.10 /hr
Maintenance Mechanic A	\$45,646 /yr 3,804 /mo 21.95 /hr	\$47,293 /yr 3,942 /mo 22.74 /hr	\$48,876 /yr 4,073 /mo 23.50 /hr		
Maintenance Mechanic B	\$53,818 /yr 4,485 /mo 25.88 /hr	\$56,691 /yr 4,725 /mo 27.26 /hr	\$59,513 /yr 4,960 /mo 28.62 /hr		
Lead Maintenance Mechanic	\$60,883 /yr 5,074 /mo 29.28 /hr	\$63,901 /yr 5,326 /mo 30.73 /hr	\$67,013 /yr 5,585 /mo 32.22 /hr		

**HOUSING AUTHORITY of the COUNTY of CONTRA COSTA
SALARY SCHEDULES BY CLASSIFICATION
NON-EXEMPT EMPLOYEES : 12/30/17 - 6/30/18**

1.50%

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Housing Program Specialist	\$53,797 /yr 4,484 /mo 25.87 /hr	\$56,419 /yr 4,702 /mo 27.13 /hr	\$59,201 /yr 4,934 /mo 28.47 /hr	\$62,092 /yr 5,175 /mo 29.86 /hr	\$65,074 /yr 5,423 /mo 31.29 /hr
Secretary	\$53,582 /yr 4,466 /mo 25.77 /hr	\$56,177 /yr 4,682 /mo 27.01 /hr	\$58,880 /yr 4,907 /mo 28.31 /hr	\$61,731 /yr 5,145 /mo 29.68 /hr	\$64,768 /yr 5,398 /mo 31.14 /hr
Senior Housing Assistant, Senior Property Assistant	\$48,459 /yr 4,039 /mo 23.30 /hr	\$50,840 /yr 4,237 /mo 24.45 /hr	\$53,328 /yr 4,444 /mo 25.64 /hr	\$55,937 /yr 4,662 /mo 26.90 /hr	\$58,694 /yr 4,892 /mo 28.22 /hr
Senior Accounts Clerk	\$47,428 /yr 3,953 /mo 22.81 /hr	\$49,729 /yr 4,145 /mo 23.91 /hr	\$52,097 /yr 4,342 /mo 25.05 /hr	\$54,652 /yr 4,555 /mo 26.28 /hr	\$57,301 /yr 4,776 /mo 27.55 /hr
Housing Assistant	\$46,198 /yr 3,850 /mo 22.22 /hr	\$48,392 /yr 4,033 /mo 23.27 /hr	\$50,745 /yr 4,229 /mo 24.40 /hr	\$53,220 /yr 4,435 /mo 25.59 /hr	\$55,749 /yr 4,646 /mo 26.81 /hr
Junior Accounts Clerk	\$41,461 /yr 3,456 /mo 19.94 /hr	\$43,442 /yr 3,621 /mo 20.89 /hr	\$45,556 /yr 3,797 /mo 21.91 /hr	\$47,803 /yr 3,984 /mo 22.99 /hr	\$50,011 /yr 4,168 /mo 24.05 /hr
Senior Office Assistant	\$41,221 /yr 3,436 /mo 19.82 /hr	\$43,242 /yr 3,604 /mo 20.79 /hr	\$45,342 /yr 3,779 /mo 21.80 /hr	\$47,549 /yr 3,963 /mo 22.87 /hr	\$49,890 /yr 4,158 /mo 23.99 /hr
Office Assistant II, Purchasing Clerk, Leasing Assistant	\$39,682 /yr 3,307 /mo 19.08 /hr	\$41,556 /yr 3,463 /mo 19.98 /hr	\$43,561 /yr 3,631 /mo 20.95 /hr	\$45,595 /yr 3,800 /mo 21.93 /hr	\$47,871 /yr 3,990 /mo 23.02 /hr
Office Assistant	\$35,160 /yr 2,930 /mo 16.91 /hr	\$36,859 /yr 3,072 /mo 17.73 /hr	\$38,599 /yr 3,217 /mo 18.56 /hr	\$40,458 /yr 3,372 /mo 19.46 /hr	\$42,373 /yr 3,532 /mo 20.38 /hr
Facility/Grounds Worker	\$31,723 /yr 2,644 /mo 15.26 /hr	\$33,220 /yr 2,769 /mo 15.98 /hr	\$34,825 /yr 2,903 /mo 16.75 /hr	\$36,470 /yr 3,040 /mo 17.54 /hr	\$38,197 /yr 3,184 /mo 18.37 /hr
Maintenance Mechanic A	\$46,331 /yr 3,861 /mo 22.28 /hr	\$48,003 /yr 4,001 /mo 23.08 /hr	\$49,610 /yr 4,135 /mo 23.86 /hr		
Maintenance Mechanic B	\$54,626 /yr 4,553 /mo 26.27 /hr	\$57,542 /yr 4,796 /mo 27.67 /hr	\$60,406 /yr 5,034 /mo 29.05 /hr		
Lead Maintenance Mechanic	\$61,797 /yr 5,150 /mo 29.72 /hr	\$64,860 /yr 5,405 /mo 31.19 /hr	\$68,019 /yr 5,669 /mo 32.71 /hr		

EXHIBIT B

HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA 9/80 WORK SCHEDULE PLAN

The following represents the terms and conditions of a 9/80 Work Schedule Plan, as agreed to by the Housing Authority and Local 1.

TRANSITION The 9/80 Plan has three optional time shifts: 7:00 a.m. - 4:30 p.m., 7:30 a.m. - 5:00 p.m. or 8:00 a.m. - 5:30 p.m. Authority reserves the right to schedule crews or work units at the same start and end times. Employer will meet and confer with Union prior to changing existing work schedules

All offices will be open Monday through Thursday from 8:00 a.m. to 4:30 p.m. during the first week of the 9/80 schedule and will be closed on the Friday of the first week of the schedule. All offices will be open from 8:00 a.m. to 4:30 p.m. Monday through Friday of the second week of the schedule.

I. DURATION AND TERMINATION

The Housing Authority may, at its sole discretion, terminate the 9/80 Plan after meeting with Local 1 to discuss the reasons for the termination.

In the event the 9/80 plan is terminated, HACCC and the Union will meet and confer regarding alternate schedules. Two (2) weeks advance notice of 9/80 plan termination shall be given to the Union and affected employees.

II. PLAN PARTICIPATION

The 9/80 Plan consists of eight nine-hour days, one eight hour day and one scheduled day off in the 9/80 two week cycle. The scheduled day off will be Friday and the eight (8) hour day will be the other Friday.

III. WORKWEEK

The 9/80 workweek begins at 12.01 p.m. of the scheduled day off and ends with the completion of the fourth work hour on the seventh day which is scheduled as the eight-hour day in the 9/80 cycle.

IV. FEDERAL AND STATE REGULATIONS

All applicable federal and state regulations pertaining to work hours shall be followed.

V. WORK EXPECTATIONS

Employees are urged to schedule doctor, dental and personal appointments on their scheduled day off whenever possible.

Everyone must respect the working time of others. Employees arriving or leaving should avoid distracting the employees who are working.

VI. SCHEDULING

Adequate daily and weekly coverage in the work site must be maintained and is the responsibility of the appropriate supervisor. It is understood that an individual employee's daily and weekly schedule may be changed due to the requirements of the Department. If an employee requests or is required by the department to work on a different daily or weekly schedule during that work week (only) to attend training, meetings, meet work deadlines, appear in court or for personal reasons, it must be by advance arrangement and with prior approval of the appropriate supervisor.

In addition, in the event coverage within a work site becomes temporarily reduced, an employee's schedule may be temporarily changed by the appropriate supervisor. If the work day modification is for more than five (5) business days, other than for vacation coverage, the Supervisor shall notify the Union. The Supervisor will schedule a meeting at the request of either party to discuss the extended schedule change.

Vacation requests will be closely reviewed by the appropriate supervisor and approved in accordance with Section 10.5 of the Memorandum of Understanding.

VII. HOLIDAYS

If a holiday falls on a nine-hour work day, the employee will observe an 8 hour holiday. The employee has the option to use one (1) hour of accrued leave time (excluding sick leave) or leave without pay on the holiday or to work an extra hour in the week the holiday is taken.

Should a holiday fall on a scheduled day off, the employee will take the preceding or following work day off. All of Section 9, Holidays, of the Memorandum of Understanding, apply.

VIII. SICK LEAVE AND VACATION

Participants in the 9/80 plan may not use sick leave on their scheduled day off.

Sick leave or vacation time will be charged on an hour-for-hour basis; i.e., if the employee takes leave on a scheduled nine-hour day, he/she shall be charged nine hours of leave time.

IX. JURY DUTY AND VOLUNTARY TRAINING

Participants will not receive overtime or compensatory time credit for jury duty or voluntary training on their scheduled day off.

X. OVERTIME

Overtime shall be defined as authorized time worked which exceeds the employee's

normal 9/80 work schedule. Such authorized overtime shall be compensated on the basis set forth in the Memorandum of Understanding.

Adjusted hours that occur within a work week are not considered as overtime.

XI. BEREAVEMENT LEAVE

Employees on the 9/80 plan who utilize bereavement leave shall be entitled to five (5) days leave. However, a maximum of forty hours paid bereavement leave shall be granted within the five (5) days granted. Employees shall be required to supplement the bereavement leave pursuant to Section X above.

EXHIBIT C

HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA MODIFIED WORK/LIMITED DUTY PROGRAM

MODIFIED WORK/LIMITED DUTY PROGRAM

I. POLICY STATEMENT

The Housing Authority of the County of Contra Costa (HACCC) supports the intent of the California Workers' Compensation Laws, which seek to return each employee who has sustained a work-related injury or illness to suitable, gainful employment as soon as possible, while treating each employee with dignity and respect.

The HACCC Modified Work/Limited Duty Program is an early return-to-work program for those employees who have sustained an injury or illness. This program will enable employees, whose medical providers have released them to return to work, with temporary restrictions, to return to the job site in a modified capacity, remain productive and earn their full rate of pay for those hours worked.

II. PURPOSE

The purpose of the program is to return an injured or ill employee to the usual and customary job as soon as possible. This program will allow the injured or ill employee to return to the job site as soon as is medically feasible and to work at needed temporary tasks, during recuperation. The tasks assigned will be selected to accommodate the employee's medical restriction(s), balancing the medical needs of the employee with the functional needs of the organization, while allowing the employee to earn a normal rate of pay.

The HACCC Modified Work/Limited Duty Program is a temporary accommodation of assigned tasks to assist the employee return to work during recuperation. It is not meant to be a permanent accommodation. It is not a job. The HACCC Modified Work/Limited Duty Program is designed to promote and speed recuperation. It is designed to fill the interim time period between the injury and full recuperation. The HACCC will accommodate as many Limited Duty employees as is operationally feasible but may not be able to provide for every and/or all injuries or illnesses. Accommodation of Modified Work/Limited Duty for qualifying employees shall be that the first employee released for "light duty" will be the first provided.

III. PARTICIPATION

In order to participate in the HACCC Modified Work/Limited Duty Program, the employee must obtain a verification of treatment from the medical provider and present it to their supervisor for immediate forwarding to Human Resources or the Department Head or designee.

The verification of treatment form must:

- A. be signed by a California-licensed medical provider;**
- B. state that the employee has been released to return-to-work with restrictions;**
- C. specify the work restrictions;**
- D. state the physical capabilities of the employee;**
- E. state the anticipated duration of work-related restrictions; and**
- F. indicate date of the next scheduled visit to the medical provider.**

With this information, the supervisor will meet within two (2) business days with the appropriate Department Head or designee or Human Resources to determine if the Authority can accommodate the recuperating employee within his/her own department and work site. If not, attempts will be made to locate tasks at the work site closest and which may accommodate the employee's work restrictions. Final plans shall be documented and sent to Human Resources.

Employees who participate in this Modified Work/ Limited Duty Program may be deemed ineligible to participate due to work restrictions or program constraints.

IV. LENGTH OF PARTICIPATION

An eligible employee may receive temporary accommodation through participation in the HACCC Modified Work/Limited Duty Program for the length of recuperation, as long as:

- A. The employee is cooperative, continues specified restrictions/treatment, and follows HACCC Modified Work/Limited Duty Program guidelines.
- B. The employee's work restrictions can be accommodated by the employee's facility or other Housing Authority facility.
- C. Full recuperation is expected and recuperation continues to progress.
- D. The employee continues to meet the HACCC program participation guidelines.
- E. The employee successfully meets such employment requirements as attendance and quality of work, etc.

The work assigned to the HACCC Modified Work/Limited Duty Program participant will be tasks, which are needed by the facility.

V. HACCC MODIFIED WORK/LIMITED DUTY PROGRAM ADMINISTRATION

A "Review Committee" consisting of Human Resources (a non-voting member of the Committee), three (3) Public Employees Union Local One representatives and three (3) management representatives will serve as a committee to assist in the implementation and review of the HACCC Modified Work/Limited Duty Program.

- A. All Housing Authority departments and sites shall participate in the HACCC Modified Work/Limited Duty program. The Program Administrator is the Human Resources & Training Officer.
- B. Every reasonable accommodation for an injured employee in his/her existing job

will be considered prior to assigning modified work. Such accommodations may include equipment or work station modifications.

- C. If an employee is not able to perform her/his customary and usual job, the employee will be assigned to temporary modified work within the same unit and classification based upon a physician's statement concerning her/his ability to work if such a placement is available. The placement shall be as closely aligned to the employee's current work schedule and location as possible.
- D. An employee will be assigned limited responsibilities within the same classification and site first. If there are no light duty tasks available at the employee's usual job site or in the employee's usual classification, another site, department and job classification in which appropriate limited duty is available may be utilized.
- E. If limited duty within prescribed medical limitations is offered, but the employee refuses it, the HACCC will be entitled to restrict such leave, continuing pay and disability benefits as permitted by law and by governing terms of employment. Any restriction of sick leave will be subject to mediation by the Review Committee. All such decisions are subject to the worker's compensation appeals process.
- F. Payment for limited duty shall be at the pay and benefits of the employee's regular position. Limited duty work of less than full time shall provide pro-rata pay and benefits based on time worked.
- G. Participation in the limited duty program may extend up to one year.

VI. NON-DISCRIMINATION IN JOB ASSIGNMENTS

Modified work tasks will be assigned on an equal basis to all employees without discrimination. The essential factor to consider in developing and assigning tasks is the employee's ability to perform the tasks assigned within the doctor's work restrictions.

VII. NON-COMPLIANCE

Employees on limited duty are expected to comply with the doctor's work restrictions and the physician's approved modified work plan.

Employees participating in limited duty are subject to the same work expectations regarding performance, attendance, quality of work, etc., as employees who are not participating in a limited duty program. Work expectations will comply with doctors work restrictions.

If an employee fails to follow the physician approved modified work plan or meet work expectations, she/he may be subject to the same disciplinary procedures outlined in the MOU as employees who are not participating in the light duty program.

VIII. EMPLOYEE-SUPERVISOR INVOLVEMENT / PHYSICIAN APPROVAL

- A. The treating physician shall specify the work restrictions on the employee's release to return to work. The employee and the supervisor will be involved in monitoring the limited duty tasks included in a modified work/limited duty work plan.

- B. HACCC Modified Work/Limited Duty Program assignments may be changed once an employee has begun a limited duty assignment. These changes are to be consistent with the physician's report and are designed to address unexpected medical issues which may surface after the initial start of the limited duty assignment. The limited duty assignment shall be monitored by the Human Resources & Training Officer and/or the Department Head.

A Department Head with any available light duty jobs shall provide a brief description of those to the Human Resources & Training Officer to use in the event of a request for accommodation.

IX. COMPLAINT PROCEDURE

A. PURPOSE

The purpose of the complaint procedure is to provide a process where problems with the limited duty program can be mediated in a constructive manner.

Issues that may include, but not be limited to, a complaint:

1. Failure of a department to provide limited duty when such duty is feasibly available or failure to comply with other provisions of this policy
2. Reassignment or removal from a limited duty assignment based on political or religious or union activities, or race, color, national origin, sex, age, handicap or sexual orientation.

Any restriction of sick leave, continuing pay or disability benefits associated with the limited duty program will be referred to the appropriate department head for resolution through discussion with the Business Agent for Local One on behalf of an affected employee. If not resolved at this level, a review committee will be convened to hear the complaint. It will consist of three union representatives including the Business Agent, a Housing Authority represented employee, and another union representative. The Housing Authority will be represented by Human Resources, a supervisory Housing Authority employee and one other management employee at the Assistant Director level or above. Nothing contained in this section shall prohibit the Authority and the Union from making a mutually agreed upon alternative arrangement.

The Housing Authority will be entitled to restrict sick leave, continuing pay, and disability benefits as permitted by law, the MOU, or by other governing terms of employment.

B. PROCEDURE:

1. The complaint must be in writing and filed with the Human Resources & Training Officer and a copy sent by the employee to the union. The letter or memo must describe the specific complaint and the relief requested.
2. Within ten (10) days of receipt of the written complaint, members of the Review Committee will be contacted to schedule a meeting. The agency and the employee may appear personally, produce evidence, have union representation, or seek other

than union representation.

The Committee will provide a recommendation to the Executive Director for decision and implementation and the employee will receive copies of that decision.

C. APPEAL RIGHTS

In the event that the review Committee cannot reach a majority decision, the complainant may take the appeal to Step 3 of Section 23 "Grievance Procedure" of the MOU.

X. WAIVER

The waiver of performance of any obligations of the sections of this HACCC Modified Work/Limited Duty Program shall not be construed as a waiver of the right of such parties to insist upon full performance of such obligations thereafter.

EXHIBIT D

HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA MAINTENANCE DIVISION ON-CALL PROCEDURES

On Call duty is any time other than time when a maintenance employee is actually on regular duty. When assigned to On-Call duty, the employee is required to stand ready to report for duty when contacted by page or phone call.

On-Call Hours:

On-Call hours are from the end of the regularly scheduled work day to the beginning of the next regularly scheduled shift on week days and twenty-four (24) hours on week-ends and holidays.

Establishment of On-Call List:

Maintenance employees who have successfully completed probation as a Maintenance Mechanic B shall be eligible to volunteer for On-Call duty. The Housing Authority will semi-annually establish a schedule of On-Call assignments. Employees may switch weekly assignments among themselves provided management is notified in writing at least seven (7) days in advance of the change. The On-Call rotation shall remain voluntary, provided at least nine (9) employees are available to create the semiannual list. The Housing Authority will meet with the Union should the number of volunteers fall below nine (9) and prior to making, by inverse order of seniority, the rotation assignment mandatory.

Each Maintenance Mechanic must be at work during the normal work day and available for the full period of the On-call assignment. During the On-call assignment period he/she cannot take any:

- a. Vacation leave,
- b. Personal leave
- c. Compensatory leave in lieu of overtime
- d. Unpaid leave; and/or
- e. Sick leave,
 - i. unless there is a family matter/ medical emergency and the mechanic can be fully present for the on-call period following their absence during the work day to attend to family matters for one day only,
 - ii. If the family matter/medical emergency continues longer than one day, the On-Call assignment will be forfeited. The On-call mechanic must immediately advise the Director of Facilities Management, or his/her designee of his/her inability to continue the assignment. The assignment will be forfeited for that Mechanic.
 - iii. The Replacement List will then be accessed by Housing Authority management to find an alternate mechanic based on rotating seniority order to complete the rest of the mechanic's on On-call Call assignment.

Assignment Period

Each On-Call duty rotation shall consist of no less than two (2) maintenance employees, one employee responsible for covering all properties in East County through to Martinez, and the other employee responsible for covering Rodeo through to all West County properties. Each On-Call duty rotation shall be one (1) week in duration.

Development of the On-Call Assignment List

a. On-call scheduling meetings will be held twice each year at six (6) month intervals. All Maintenance Mechanics are required to attend the meetings. Mechanics will schedule themselves for on-call duty.

b. For safety reasons, there will be at least a one week break between assignments. No self assigned back-to-back assignments will be accepted by the Housing Authority manager responsible for Facilities Maintenance; however; back to back assignments may occur only during emergency On-call situations. Housing Authority management shall determine whether an emergency situation exists.

On-Call Replacement List

This list is created by order of seniority for all Authority mechanics who wish to take replacement On-call assignments. This list will be accessed by Housing Authority management in order to find a replacement if a mechanic on the On-Call assignment list cannot meet their assignment obligations.

Acknowledgement of Assignments and On-Call Service Response Criteria

Each maintenance employee on rotation shall carry a beeper and/or cellular phone, provided by the Housing Authority, and shall return a page from the Housing Authority within thirty (30) minutes, or phone call within fifteen (15) minutes. All employees on the On-Call list will receive site specific orientation, training and general instructions regarding the criteria for immediate versus next day service call response.

On-Call Equipment

A. Vehicles:

Employees serving On-Call rotation may take a Housing Authority truck home for the duration of the assignment or may utilize their personal vehicle and be paid mileage for all calls. Each site will have a designated On-Call vehicle in good working condition. The Housing Authority management shall make reasonable accommodations for vehicle exchange at each rotation. The Housing Authority management and On-Call employee shall inventory and equip the On-Call trucks as necessary. A month's notice will be provided to employees and the Union prior to changing the existing vehicle policy.

B. Other Equipment:

Each work site office shop shall have a lock box for code, gate key and entry key. Housing Authority management shall arrange for code, gate key and entry key.

Ensuring Safety When Performing On-Call Assignments:

To ensure safety, an employee serving On-Call may call the other On-Call employee or

call a Supervisor for further direction if they believe the work environment is not safe. If necessary, the On-Call employee may call in another maintenance employee to assist. Housing Authority management and the Union shall develop training to ensure all mechanics know how to do their job safely, and how to ensure personal safety on the job.

Housing Authority management shall develop training to ensure that all mechanics know how to perform their jobs in a safe manner and know how to ensure their personal safety while at work. If an employee believes that his/her personal safety is at risk, the employee shall immediately call 911 to report the incident and remove him/her self from the unsafe situation. After calling 911, the employee is to utilize the Emergency Contact List provided and report the situation to Housing Authority management. Housing Authority management will provide next step instructions to the employee.

If a mechanic performing On-Call duty requires the assistance of another mechanic, he/she must first contact Housing Authority management and state the situation. Housing Authority management will then make the determination and authorization for an additional mechanic if necessary.

These provisions will be reviewed regularly by the Union and Management.

The parties will meet on an as needed basis and at the request of either party to assess the need for change in these procedures.

Changes may be made to this side letter during the term of this agreement, subject to meet and confer obligations.

EXHIBIT E
HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA
MAINTENANCE MECHANIC PAY LEVEL B QUALIFICATIONS

(Revised December 13, 2011)

Purpose

- 1.1 In order to promote longevity, consistency, and compensatory equality among the Maintenance Mechanic classification, the Housing Authority shall administer a non-competitive test for Maintenance Mechanic up-grade to the higher (Level B) pay scale.

Qualifications

- 2.1 A Maintenance Mechanic is eligible for up-grade to Level B after thirty-six (36) months of consistently acceptable service (as demonstrated by annual performance evaluations) at pay scale Level A. A Maintenance Mechanic may make a written request of the Executive Director (or the designee), within six (6) months of that eligibility, to be tested for the Level B pay scale.
- 2.2 The eligibility shall be considered completed on the first day of the month following thirty-six (36) months of unbroken service. The Housing Authority will then schedule a qualified third-party to administer the pay scale up-grade test upon receipt of the Maintenance Mechanic's request for testing, annually during the month of January. The pay scale increase shall become effective in the first full pay period following the date that the Maintenance Mechanic passes the exam.
- 2.3 The Housing Authority may, at its sole option, elect to administer the test to a Maintenance Mechanic up to six months prior to her / his eligibility date in order to test multiple candidates at one time. The Housing Authority will notify those candidates of its intent to consolidate the test in order to meet the requirements of this paragraph. The effective date for pay scale increases for mechanics that test early shall be at the required first date of eligibility. Although the Pay Level may change, the employee does not need to complete a probation period as the Job Classification will remain as "Maintenance Mechanic". The Anniversary date will correspond with the Pay Level increase on the first of the month following the date of eligibility. Thus annual evaluations and subsequent increases will be given annually by this date.
- 2.4 Should a candidate fail the skills test, the candidate may request and take the exam the following year during the month of January or twelve (12) months after the date of the initial exam, whichever is later.

Testing

- 3.1 The test shall consist of two parts, a written test and an 'on the job'

demonstration of Maintenance Mechanic B skills. The written test and demonstrated skills shall be consistent with and inclusive of the "Illustrative Tasks" and "Knowledge, Skills, and Abilities" portion of the Maintenance Mechanic B job description. The passing score for the written test is seventy-five percent (75%).

- 3.2 The skills test shall consist of those abilities that are readily verifiable in a controlled setting. The skills set tests shall be on a "Pass / Fail" basis. The passing score for the skills test is one hundred percent (100%) for each skills test given. The Housing Authority will notify the Maintenance Mechanics of their scores within five (5) working days of the completed test. Upon request, Housing Authority management will review test results with unsuccessful candidates.
- 3.3.1 The Maintenance Mechanic may request notification of the required demonstrated skills up to twelve months prior to her/his anniversary date. The Maintenance Mechanic supervisor shall make reasonable accommodations with the Maintenance Mechanic to ensure completion of the demonstrated skills review prior to the practical test date. The demonstrated skills may include the following: plumbing stoppages; water heater installation; toilet installation; use and care of tools; spray painting; cabinet refinishing; tenant relations; work safety; and other areas of the "Illustrative Tasks" and "Knowledge, Skills, and Abilities" portion of the Maintenance Mechanic job description.

**HOUSING AUTHORITY of the COUNTY OF CONTRA COSTA
and
PUBLIC EMPLOYEES UNION, LOCAL 1**

SIDE LETTER of AGREEMENT

RE: Employee Orientation and Training

Within sixty (60) days of Union ratification and Board of Commissioners' approval of this MOU, the Authority will Meet & Confer with the Union to review training requirements and roles and responsibilities including but not limited to:

- New hire orientation
- Off site and electronic training options for required course work
- Supervisor training and oversight
- Employee "shadowing" assignment s: duration and employee role
- Other related training issues

DATED _____

DATED _____

FOR PEU, LOCAL 1

FOR CCCHA

Barry Luboviski

Joseph Villarreal, ED



To: Contra Costa County Housing Authority Board of Commissioners
 From: Joseph Villarreal, Housing Authority
 Date: May 10, 2016

Subject: Collection Loss Write-Off for the Quarter Ending March 31, 2016

RECOMMENDATIONS

ADOPT Resolution No. 5200 to approve collection loss write-offs in the public housing program in the amount of \$5,836.41 for the quarter ending March 31, 2016.

BACKGROUND

This collection loss is for the public housing program. The requested collection loss write-off reflects a total of 3 accounts are being recommended for write-off, representing an average of \$1,945.47 per account. The following chart illustrates the collection losses per quarter for the past four quarters:

Conventional Program

03/31/2016	\$5,836.41
12/31/2015	\$18,823.43
09/30/2015	\$15,738.57
06/30/2015	\$16,060.46

Prior to submission of an account for write-off, staff makes every effort to collect money owed to HACCC. Once an account is written-off, it may be referred to a collection agency for further repayment efforts. Past participants who owe HACCC, or any other housing authority, money may be denied admission to the public housing or housing

Action of Board On: **05/10/2016** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF COMMISSIONERS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: May 10, 2016

Joseph Villarreal, Executive Director

Contact: 925-957-8028

By: , Deputy

cc:

BACKGROUND (CONTD)

>

choice voucher programs in the future unless the debt is repaid. Past participants can be denied admission in the future even if their debt has been written off.

FISCAL IMPACT

Uncollectable accounts impact on the budget by reducing total rental income. At the end of each quarter, the Housing Authority of the County of Contra Costa (HACCC) writes off those accounts that have been determined to be uncollectable. Once an account is written off, it can be turned over to a collection agency. For the quarter ending March 31, 2016, the collection loss write-off total is \$5,836.41.

CONSEQUENCE OF NEGATIVE ACTION

Should the Board of Commissioners elect not to adopt Resolution No. 5200, these accounts would inflate the total accounts receivable for HACCC and present an inaccurate financial picture.

ATTACHMENTS

CLWO-Resolution

Write-Off Chart

THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA

RESOLUTION NO. 5200

RESOLUTION APPROVING COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF
\$5,836.41 FOR THE QUARTER ENDING MARCH 31, 2016

WHEREAS, certain vacated tenant accounts have been determined to be uncollectable
by management; and

WHEREAS, these tenant accounts may have been, or may be, turned over to a
collection agency for continuing collection efforts;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Housing
Authority of the County of Contra Costa that the following amounts be written off
for collection loss for the quarter ending MARCH 31, 2016

	Conventional Program
Dwelling Rent	\$ 549.27
Legal Charges	\$ 0.00
Maintenance & Other Charges	\$ 5,287.14
Total	\$ 5,836.41

PASSED AND ADOPTED ON _____ by the
following vote of the Commissioners.

AYES:

NOES:

ABSENT:

ABSTAIN:

I HEREBY CERTIFY THAT THIS IS A
TRUE AND CORRECT COPY OF AN
ACTION TAKEN AND ENTERED ON THE
MINUTES OF THE BOARD OF
COMMISSIONERS ON THE DATE SHOWN.

ATTESTED _____
JOSEPH VILLARREAL, SECRETARY
OF THE BOARD OF COMMISSIONERS
AND EXECUTIVE DIRECTOR

BY _____

M E M O R A N D U M

TO: Joseph Villarreal, Executive Director

FROM: Elizabeth Campbell, Director of Managed Housing Programs

SUBJECT: Vacated Collection Loss Write-Offs

DATE: March 31, 2016

I have reviewed the request for Vacated Collection Loss Write-Off Accounts submitted by the Housing Managers and recommend that the following amounts be written off/submitted as non-collectible:

PROJECT	RENT	LEGAL	MAINTENANCE	TOTAL	TENANT ACCOUNTS
Alhambra Terr. Martinez CAL 11-1	-0-	-0-	-0-	-0-	0
Bridgemont, Antioch CAL 11-3	-0-	-0-	-0-	-0-	0
Los Nogales, Brentwood CAL 11-4	-0-	-0-	-0-	-0-	0
El Pueblo, Pittsburg CAL 11-5	\$549.27	-0-	\$5,287.14	\$5,836.41	3
Las Deltas, N. Richmond CAL 11-6	-0-	-0-	-0-	-0-	0
Los Arboles, Oakley CAL 11-8	-0-	-0-	-0-	-0-	0
Las Deltas, N. Richmond CAL 11-9A	-0-	-0-	-0-	-0-	0
Las Deltas, N. Richmond CAL 11-9B	-0-	-0-	-0-	-0-	0
Bayo Vista, Rodeo CAL 11-10	-0-	-0-	-0-	-0-	3
Hacienda, Martinez CAL 11-11	-0-	-0-	-0-	-0-	0
Casa de Manana, Oakley CAL 11-12	-0-	-0-	-0-	-0-	0
Casa de Serena Bay Point CAL 11-13	-0-	-0-	-0-	-0-	0
Elder Winds, Antioch CAL 11-15	-0-	-0-	-0-	-0-	0
Vista del Camino San Pablo 4501	-0-	-0-	-0-	-0-	0
Kidd Manor, San Pablo 4502	-0-	-0-	-0-	-0-	0
TOTALS:	\$463.00	\$-0-	\$5,287.14	\$5836.41	3