

MEMORANDUM OF UNDERSTANDING

Between

HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA



And

Public Employees Union, Local #1/AFSCME



July 1, 2021 through June 30, 2024

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 1 day of July, 2021 by and between the Housing Authority of the County of Contra Costa (hereinafter called "Authority") and the Public Employees Union, Local #1/AFSCME (hereinafter called "Union").

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/AFSCME is hereby recognized as the exclusive bargaining representative for 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 Rights

3.1 Duty of Fair Representation

Local #1/AFSCME 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/AFSCME.

3.2 Notice

An employee employed in or hired into a job class represented by Local #1/AFSCME shall be notified that the Housing Authority has a Memorandum of Understanding with the Union regarding wages, benefits and terms and conditions of employment.

3.3 Indemnification

All provisions regarding Union membership are governed by the Union. Local #1/AFSCME 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/AFSCME membership 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.

3.4 Bargaining Unit Update

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

3.5 Union Organizational Security

Employees who are currently members of the Union, or are new or returning members, may authorize deductions of member dues or initiation fees and/or assessments. Union deduction authorizations and cancellations will be provided to the employer by the Union.

Section 4. No Discrimination Provisions

4.1 No Discrimination

There shall be no discrimination because of race, religious creed, color, national origin, sex or Union protected activity 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 or 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 believes 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

Union 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, Union 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 work with the designated Union Stewards and Representatives of Union in all matters relating to grievances and the interpretation of this Memorandum of Understanding.

6.2 Shop Stewards

Union 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

Union representatives shall have access to all employees in the unit on an individual basis during working hours. Representatives of Union shall be permitted to enter the premises of the Employer in which Union 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 Union 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 Union and work schedules must not be unduly interrupted.

6.5 Use of In-House Mailing

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

6.6 Bulletin Boards

The employer shall provide Union with space on bulletin boards in areas where Union has employees it represents for the purpose of posting non-controversial Union 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 Union
- 2) Union meetings
- 3) Union elections, appointments
- 4) Results of Union 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 Union 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 two (2) years
- 7) Constructive Resignation

7.3 New Employee Probation Provisions

- 1) All new employees shall serve a twelve (12) month probationary period. The probationary period shall commence on the date of hire and conclude exactly twelve (12) 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, at the end of nine (9) months, and after the first twelve (12) 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 nine (9) months.
- 2) Promotional probationary employees shall be formally evaluated at three (3) months, six (6) months, and at nine (9) months.
- 3) Absences of five (5) or more days during the promotional probationary period shall extend the probationary period by the number of days not worked. The promotional probationary period may be extended to allow employee to reach a satisfactory level of performance or obtain required certifications in order to achieve permanent status in promoted position.
- 4) 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. Union 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 emailed to all employees using their assigned work email address. 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 Union. 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 will be paid for eight (8) hours on the observed holiday.

Employees shall be credited with 2.67 hours per month for each month of employment to be used as floating personal holiday leave.

Employees shall be allowed to use such time in increments of no less than one quarter ($\frac{1}{4}$) hour increments . On separation from Authority service, an employee shall be paid for any unused floating personal holiday leave at the employee's current pay rate.

Union 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. Where coverage is required, employee may have their holiday offset.

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 ($1\frac{1}{2}$) 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.
- 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 listed below.

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

Increased accruals begin on the first month following the month in which the employee qualifies. Accrual for portions of a month shall be prorated based on hours worked.

10.3 Vacation Use

- 1) Vacation credits may not be taken during the first six (6) months of employment except where sick leave has been exhausted or at the discretion of the Executive Director or designee. The use of vacation credits shall not be allowed in excess of available accrual at the time vacation is taken. Employee must present a physician's note for the duration of vacation accrual utilized for sick leave purposes. If employee is unable to provide a physician's note, time will be deemed unpaid.
- 2) Vacation leave shall be charged in no less than one quarter ($\frac{1}{4}$) hour increments.

10.4 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.

10.5 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 15th 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.

10.6 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

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.

11.2 Sick Leave Accrual for Retirement Credit

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.

11.3 Sick Leave Use

Employee is responsible for notifying their department of an absence no less than one (1) hour prior to the commencement of their work shift or as soon as possible. Employee is also responsible for keeping their department informed on a continuing basis of their probable date of return to work.

Paid sick leave time can be used for the following reasons:

- Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below.
- Preventive care for an employee or an employee's covered family member.
- For certain, specified purposes when the employee is a victim of domestic violence, sexual assault or stalking.

For purposes of paid sick leave, a covered family member includes:

- A child defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A "child" also may be someone for whom the employee has accepted the duties and responsibilities of raising, even if he/ she is not the employee's legal child.
- A "parent" defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian of an employee or the employee's spouse or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising a child when the child was a minor, even if the employee is not the legal parent.
- A spouse
- A registered domestic partner
- A grandparent
- A grandchild
- A sibling

For eligible employees, sick leave may be taken for one or more of the following reasons:

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care (FMLA/CFRA);
- For incapacity due to pregnancy, prenatal medical care or child birth (FMLA only);
- For a serious health condition that makes the employee unable to perform his or her job (FMLA/CFRA);
- To care for the employee's spouse, child, or parent who has a serious health condition (FMLA/CFRA);
- To care for the employee's registered domestic partner (CFRA only).

Sick leave shall be charged in no less than one quarter ($\frac{1}{4}$) hour increments.

11.4 Sick Leave Pay

- 1) 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 need for sick leave use not occurred, calculated at the employee's straight time rate.
- 2) 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.

3) Sick leave will not be paid out at time of employee separation.

11.5 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.

11.6 Sick Leave Usage for Medical Appointments

An employee may use 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).

11.7 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 claims 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 or upon the effective date the claim is closed, or settled, whichever is sooner. Any additional treatments or appointments outside of this timeframe shall be charged to employee's sick leave accrual. If sick leave accrual is exhausted employee may use compensatory time off or personal leave accruals.

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. Family care
5. Other acceptable reasons

Such leave may be extended beyond the six (6) month period, not to exceed one (1) year at the sole discretion of the Executive Director.

14.2 Requests

1. Requests for Leave of Absence without pay regardless of duration, 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.
2. Requests for an extension of approved leave must be made no later than thirty (30) calendar days before the expiration of the original leave end date.

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 FMLA/CFRA

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 will include use of available paid leave accruals and state wage replacement benefits, if eligible.

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 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 FMLA/CFRA

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 CFRA 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 forty (40) hours 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.

Upon the approval of the Executive Director, leave in excess of forty (40) hours 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 4/10 work week as authorized in the provisions of Exhibit B. In the event the 4/10 work week is terminated; the work week shall revert to eight (8) hours per day Monday through Friday.

18.2 Notification of Absence

If unable to report to work, an employee shall notify his/her supervisor no less than one (1) hour prior to the start of the employee's scheduled shift.

Section 19. Meal Break, Rest and Clean-up Periods

19.1 Meal Break

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

19.2 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.

Rest periods will not be combined or added to the meal breaks. Rest breaks will not be used to allow an employee to come in fifteen (15) minutes late or leave fifteen (15) minutes early.

- 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.

19.3 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.

20.4 Pandemic Provision

The Employer agrees to meet and confer with the Union in the event a pandemic is declared by local, state, and federal public health officials.

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 twelve (12) months of satisfactory service at the first step for new employees and at the completion of nine (9) 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 previous step.

21.2 Market Equity Adjustments

In an effort to institute a consistent practice of placing new hires at Step 1, all Bargaining Unit classifications will receive a one-time, five percent (5%) Market Equity adjustment effective the first full pay period following Board ratification.

21.3 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.

21.4 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.

21.5 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 Executive Director for a duration not to exceed one (1) year. Exceptions will be made to accommodate ongoing recruitment, leave of absence, and special projects as approved by the Executive Director. 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 offer the following benefits:

- 1) Medical Plan
- 2) Dental Plan
- 3) Life and Accidental Death & Dismemberment Plan
- 4) Long Term Disability Plan
- 5) I.R.C. 125 Plan (Flexible Spending Plan)
- 6) Vision Reimbursement Plan
- 7) Retirement

23.2 Effective Date of Benefit Plans Participation

Generally, 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.

23.3 Medical Plan Contribution Rates

The Authority shall contribute the following maximum amounts per month for the purpose of providing medical benefits. 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	\$462.00
Employee +1	\$924.00
Employee +2	\$1,205.00

23.4 Dental Plan Contribution Rates

The Authority shall contribute the following maximum amounts per month for the purpose of providing the dental benefits. 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 Dental	
Employee Only	\$63.72
Employee +1	\$110.81
Employee +2	\$186.36

23.5 Life and Accidental Death & Dismemberment Plan

Permanent and Permanent Part-Time employees who regularly work thirty (30) hours or more per week shall be eligible for Life Insurance in the amount of Fifteen Thousand Dollars (\$15,000.00). Life and AD&D insurance shall be in accordance with the provisions of the Personnel Policy and Procedures.

Effective January 1, 2022, Permanent and Permanent Part-Time employees who regularly work thirty (30) hours or more per week shall be eligible for Life Insurance in the amount of Thirty Thousand Dollars (\$30,000.00). Life and AD&D insurance shall be in accordance with the provisions of the Personnel Policy and Procedures.

23.6 Long Term Disability Plan

Permanent and Permanent Part-Time employees who regularly work thirty (30) hours or more per week shall be eligible for Long Term Disability and shall be in accordance with the provisions of the Personnel Policy and Procedures.

23.7 I.R.C. 125 Plan (Flexible Spending Plan)

The Employer shall provide an I.R.C. 125 Plan for Dependent Care and Health Care Spending. This Plan allows employees to elect to deduct child care costs and unreimbursed medical costs from their pay on a pre-tax basis in accordance with the plan provisions and applicable law.

23.8 Vision Reimbursement Plan

The Housing Authority will provide an employee reimbursement up to Three Hundred Fifty Dollars (\$350.00) every two fiscal years (between April 1st through March 31st) for the purchase of prescription eye wear and/or frames for employees and dependents. Expenses for reimbursement must have been incurred within the two fiscal year period.

Effective July 1, 2021, the Housing Authority will provide an employee reimbursement up to Five Hundred Twenty-Five Dollars (\$525.00) for the 3-year term of the MOU. Employees will be reimbursed for the purchase of prescription eye wear and/or frames for employees and dependents. Expenses for reimbursement must have been incurred within the 3-year MOU term.

Employees who have utilized any employer vision reimbursement benefit from April 1, 2020, to June 30, 2021, will be reimbursed the difference allowable by this Agreement.

23.9 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.

23.10 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 of both parties.

23.11 Group Health Insurance Eligibility on Leave of Absence (For other than FMLA/CFRA/PDL)

Employees on an Authorized Leave of Absence and in paid status, except those on FMLA/CFRA/PDL, may maintain their health plan coverage and receive the Authority contribution towards the medical and/or dental plan premium. Once the employee is on an unpaid status, he/she will be responsible for the full monthly premium of his/her medical and/or dental coverage with no Authority contribution and must submit premium payments directly to the Authority in order to maintain group coverage.

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. Hours paid for but not worked shall not be considered in the computation as time worked for the purpose of computing overtime.

Overtime relating to 9/80 work schedule is defined in Exhibit B of this Memorandum of Understanding.

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 (CTO) in lieu of overtime pay. Eligible employees must notify their Department Head or his/her designee of their intention to accrue CTO or to receive overtime pay.
- 2) (CTO) may be accrued at the overtime rate for actual authorized overtime hours worked by the employee.
- 3) Employees may not accrue a (CTO) 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 (CTO) for authorized overtime hours worked until the employee's balance again reaches eighty (80) hours.

- 4) Accrued (CTO) shall be carried over for use in the next fiscal year; however, as provided in 3 above, accrued (CTO) balances may not exceed eighty (80) hours.
- 5) Employees may not use more than eighty (80) hours of (CTO) off in any fiscal year period (April 1 - March 31).
- 6) The use of accrued (CTO) shall be by mutual agreement between the Department Head or his/her designee and the employee. (CTO) 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 (CTO) at the rate of one and one-half (1½) hours for each hour of authorized overtime worked, accrued (CTO) 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

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.

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.

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.

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) workdays 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.

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.

d. 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. While it shall be the Employer's policy to use progressive discipline, discipline may be imposed based on the severity of the offense notwithstanding 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 timecards 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) business 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:

- The worksite of the vacancy
- The number of hours and days of work
- The job classification and salary range
- Minimum qualifications
- Closing date of posting
- 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.

Upon receipt of all transfer bids, Human Resources will review and determine if the internal candidate(s) meet requirements one (1) through four (4) listed above. Qualified internal candidate(s) will be invited to interview for the transfer. Internal candidate(s) selected for transfer will be placed in vacant position(s); all other candidate(s) shall be considered for any remaining 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.

27.4 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.

27.5 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.

27.6 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.

27.7 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.

27.8 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 one (1) year. Exceptions to the one (1) year limitation will be made to accommodate ongoing recruitment, leave of absence, and special projects as approved by the Executive Director. 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.

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.

30.5 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 their assigned cellular phone and respond within the specified time. Employees assigned On-Call duties shall be assigned an Authority vehicle while responding to calls.

Employees assigned On-Call duties shall be paid two (2) hours of pay for each weekday and four (4) hours of pay for Saturday, Sunday, 4/10 Friday off and holidays.

While responding to calls, employees shall be paid pursuant to Callback (Section 21.6) and applicable overtime provisions (Section 24.1) 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 Maintenance Unit employees with eight (8) shirts with Authority identification each year between September and November. The shirts will be 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)

The Authority shall provide employees in the Housing Program Specialist, Senior Property Assistant, and Senior Housing Assistant classification two (2) shirts with Authority identification each year between September and November. The employee may choose any combination of the following, not to exceed two (2):

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) pairs 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. Upon Union ratification and Board of Commissioners' approval of this MOU, the Authority will provide a combination of three (3) pairs of regular coveralls/overalls/work pants to maintenance employees each year between September and November.

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

Maintenance Unit employees will be referred to a vendor for the selection of approved safety footwear to be purchased by the Authority. If the Employee requires footwear that is unavailable through the provided vendor, the Employer will work to provide alternative vendors for approved safety footwear upon approval of the Executive Director or his/her designee. Maintenance Unit employees will receive an allowance up to Four Hundred Dollars (\$400) every two (2) years between September and November. This amount shall remain in effect for the term of this MOU.

Housing Program Specialist, Senior Property Assistant, and Senior Housing Assistant classification employees will be referred to a vendor for the selection of approved safety footwear to be purchased by the Authority. If the Employee requires footwear that is unavailable through the provided vendor, the Employer will work to provide alternative vendors for approved safety footwear upon approval of the Executive Director or his/her designee. Eligible clerical unit employees will receive an allowance up to Two Hundred Dollars (\$200) every two (2) years between September and November. This amount shall remain in effect for the term of this MOU.

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 footwear 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 suites, 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 resulting in the employee's inability to work.

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 July 1, 2021 and terminate on June 30, 2024.

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 _____, 2021

**PUBLIC EMPLOYEES UNION
LOCAL 1/AFSCME**

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

By: _____
Jaclyn Ellsworth

By: _____
Joseph Villarreal
Executive Director

By: _____
Laurie Kohlweck

By: _____
Charlene Calica
Human Resources Officer

By: _____
Lorece Crockett

By: _____
Elizabeth Campbell
Director of Asset Management

By: _____
Heather Brackenridge

By: _____
Nataline Jindoian
Administrative Services Officer

By: _____
Jaime Cisneros

By: _____
Victor Carranza

By: _____
Ingrid Layne
Director of Assisted Housing Programs

By: _____
Roderick Evans

By: _____
Jeff Apkarian, Local #1/AFSCME
Union Negotiator

By: _____
Stacey Cue, IEDA
Authority Negotiator

EXHIBIT A

REPRESENTED EMPLOYEES SALARIES

HOUSING AUTHORITY of the COUNTY of CONTRA COSTA SALARY SCHEDULE BY CLASSIFICATION NON-EXEMPT EMPLOYEES : 8/21/21 - 6/24/22 5% Market Equity Adjustment and 2.5% COLA					
POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Lead Maintenance Mechanic	\$67,426 /yr 5,619 /mo 32.42 /hr	\$70,798 /yr 5,900 /mo 34.04 /hr	\$74,338 /yr 6,195 /mo 35.74 /hr	\$78,055 /yr 6,505 /mo 37.53 /hr	\$81,958 /yr 6,830 /mo 39.41 /hr
Housing Program Specialist	\$61,444 /yr 5,121 /mo 29.55 /hr	\$64,517 /yr 5,377 /mo 31.02 /hr	\$67,743 /yr 5,646 /mo 32.57 /hr	\$71,131 /yr 5,928 /mo 34.20 /hr	\$74,688 /yr 6,224 /mo 35.91 /hr
Senior Property Assistant	\$61,423 /yr 5,119 /mo 29.54 /hr	\$64,495 /yr 5,375 /mo 31.01 /hr	\$67,720 /yr 5,644 /mo 32.56 /hr	\$71,106 /yr 5,926 /mo 34.19 /hr	\$74,662 /yr 6,222 /mo 35.90 /hr
Senior Housing Assistant	\$58,233 /yr 4,853 /mo 28.00 /hr	\$61,145 /yr 5,096 /mo 29.40 /hr	\$64,203 /yr 5,351 /mo 30.87 /hr	\$67,414 /yr 5,618 /mo 32.42 /hr	\$70,785 /yr 5,899 /mo 34.04 /hr
Maintenance Mechanic B	\$58,093 /yr 4,842 /mo 27.93 /hr	\$60,998 /yr 5,084 /mo 29.33 /hr	\$64,048 /yr 5,338 /mo 30.80 /hr	\$67,251 /yr 5,605 /mo 32.34 /hr	\$70,614 /yr 5,885 /mo 33.95 /hr
Senior Accounts Clerk	\$55,320 /yr 4,610 /mo 26.60 /hr	\$58,086 /yr 4,841 /mo 27.93 /hr	\$60,991 /yr 5,083 /mo 29.33 /hr	\$64,041 /yr 5,337 /mo 30.79 /hr	\$67,244 /yr 5,604 /mo 32.33 /hr
Housing Assistant	\$52,764 /yr 4,397 /mo 25.37 /hr	\$55,403 /yr 4,617 /mo 26.64 /hr	\$58,174 /yr 4,848 /mo 27.97 /hr	\$61,083 /yr 5,091 /mo 29.37 /hr	\$64,138 /yr 5,345 /mo 30.84 /hr
Maintenance Mechanic A	\$47,997 /yr 4,000 /mo 23.08 /hr	\$50,397 /yr 4,200 /mo 24.23 /hr	\$52,917 /yr 4,410 /mo 25.45 /hr	\$55,563 /yr 4,631 /mo 26.72 /hr	\$58,342 /yr 4,862 /mo 28.05 /hr
Leasing Assistant	\$47,930 /yr 3,995 /mo 23.05 /hr	\$50,327 /yr 4,194 /mo 24.20 /hr	\$52,844 /yr 4,404 /mo 25.41 /hr	\$55,487 /yr 4,624 /mo 26.68 /hr	\$58,262 /yr 4,856 /mo 28.02 /hr
Senior Office Assistant	\$47,757 /yr 3,980 /mo 22.97 /hr	\$50,145 /yr 4,179 /mo 24.11 /hr	\$52,653 /yr 4,388 /mo 25.32 /hr	\$55,286 /yr 4,608 /mo 26.58 /hr	\$58,051 /yr 4,838 /mo 27.91 /hr
Junior Accounts Clerk	\$47,354 /yr 3,947 /mo 22.77 /hr	\$49,722 /yr 4,144 /mo 23.91 /hr	\$52,209 /yr 4,351 /mo 25.11 /hr	\$54,820 /yr 4,569 /mo 26.36 /hr	\$57,561 /yr 4,797 /mo 27.68 /hr
Office Assistant II	\$45,321 /yr 3,777 /mo 21.79 /hr	\$47,588 /yr 3,966 /mo 22.88 /hr	\$49,968 /yr 4,164 /mo 24.03 /hr	\$52,467 /yr 4,373 /mo 25.23 /hr	\$55,091 /yr 4,591 /mo 26.49 /hr
Purchasing Clerk	\$45,321 /yr 3,777 /mo 21.79 /hr	\$47,588 /yr 3,966 /mo 22.88 /hr	\$49,968 /yr 4,164 /mo 24.03 /hr	\$52,467 /yr 4,373 /mo 25.23 /hr	\$55,091 /yr 4,591 /mo 26.49 /hr
Office Assistant	\$40,158 /yr 3,347 /mo 19.31 /hr	\$42,166 /yr 3,514 /mo 20.28 /hr	\$44,275 /yr 3,690 /mo 21.29 /hr	\$46,489 /yr 3,875 /mo 22.36 /hr	\$48,814 /yr 4,068 /mo 23.47 /hr
Facility/Grounds Worker	\$36,231 /yr 3,020 /mo 17.42 /hr	\$38,043 /yr 3,171 /mo 18.29 /hr	\$39,946 /yr 3,329 /mo 19.21 /hr	\$41,944 /yr 3,496 /mo 20.17 /hr	\$44,042 /yr 3,671 /mo 21.18 /hr

HOUSING AUTHORITY of the COUNTY of CONTRA COSTA
SALARY SCHEDULE BY CLASSIFICATION
NON-EXEMPT EMPLOYEES : 6/25/22 - 6/23/23
2.5% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Lead Maintenance Mechanic	\$69,112 /yr 5,760 /mo 33.23 /hr	\$72,568 /yr 6,048 /mo 34.89 /hr	\$76,197 /yr 6,350 /mo 36.64 /hr	\$80,007 /yr 6,668 /mo 38.47 /hr	\$84,008 /yr 7,001 /mo 40.39 /hr
Housing Program Specialist	\$62,981 /yr 5,249 /mo 30.28 /hr	\$66,131 /yr 5,511 /mo 31.80 /hr	\$69,438 /yr 5,787 /mo 33.39 /hr	\$72,910 /yr 6,076 /mo 35.06 /hr	\$76,556 /yr 6,380 /mo 36.81 /hr
Senior Property Assistant	\$62,959 /yr 5,247 /mo 30.27 /hr	\$66,107 /yr 5,509 /mo 31.79 /hr	\$69,413 /yr 5,785 /mo 33.38 /hr	\$72,884 /yr 6,074 /mo 35.05 /hr	\$76,529 /yr 6,378 /mo 36.80 /hr
Senior Housing Assistant	\$59,689 /yr 4,975 /mo 28.70 /hr	\$62,674 /yr 5,223 /mo 30.14 /hr	\$65,808 /yr 5,484 /mo 31.64 /hr	\$69,099 /yr 5,759 /mo 33.23 /hr	\$72,554 /yr 6,047 /mo 34.89 /hr
Maintenance Mechanic B	\$59,546 /yr 4,963 /mo 28.63 /hr	\$62,524 /yr 5,211 /mo 30.06 /hr	\$65,651 /yr 5,471 /mo 31.57 /hr	\$68,934 /yr 5,745 /mo 33.15 /hr	\$72,381 /yr 6,032 /mo 34.80 /hr
Senior Accounts Clerk	\$56,703 /yr 4,726 /mo 27.27 /hr	\$59,539 /yr 4,962 /mo 28.63 /hr	\$62,516 /yr 5,210 /mo 30.06 /hr	\$65,642 /yr 5,471 /mo 31.56 /hr	\$68,925 /yr 5,744 /mo 33.14 /hr
Housing Assistant	\$54,084 /yr 4,507 /mo 26.01 /hr	\$56,789 /yr 4,733 /mo 27.31 /hr	\$59,629 /yr 4,970 /mo 28.67 /hr	\$62,611 /yr 5,218 /mo 30.11 /hr	\$65,742 /yr 5,479 /mo 31.61 /hr
Maintenance Mechanic A	\$49,197 /yr 4,100 /mo 23.66 /hr	\$51,657 /yr 4,305 /mo 24.84 /hr	\$54,240 /yr 4,520 /mo 26.08 /hr	\$56,952 /yr 4,746 /mo 27.39 /hr	\$59,800 /yr 4,984 /mo 28.75 /hr
Leasing Assistant	\$49,129 /yr 4,095 /mo 23.62 /hr	\$51,586 /yr 4,299 /mo 24.81 /hr	\$54,166 /yr 4,514 /mo 26.05 /hr	\$56,875 /yr 4,740 /mo 27.35 /hr	\$59,719 /yr 4,977 /mo 28.72 /hr
Senior Office Assistant	\$48,951 /yr 4,080 /mo 23.54 /hr	\$51,399 /yr 4,284 /mo 24.72 /hr	\$53,969 /yr 4,498 /mo 25.95 /hr	\$56,668 /yr 4,723 /mo 27.25 /hr	\$59,502 /yr 4,959 /mo 28.61 /hr
Junior Accounts Clerk	\$48,538 /yr 4,045 /mo 23.34 /hr	\$50,965 /yr 4,248 /mo 24.51 /hr	\$53,514 /yr 4,460 /mo 25.73 /hr	\$56,190 /yr 4,683 /mo 27.02 /hr	\$59,000 /yr 4,917 /mo 28.37 /hr
Office Assistant II	\$46,455 /yr 3,872 /mo 22.34 /hr	\$48,778 /yr 4,065 /mo 23.46 /hr	\$51,217 /yr 4,269 /mo 24.63 /hr	\$53,778 /yr 4,482 /mo 25.86 /hr	\$56,467 /yr 4,706 /mo 27.15 /hr
Purchasing Clerk	\$46,455 /yr 3,872 /mo 22.34 /hr	\$48,778 /yr 4,065 /mo 23.46 /hr	\$51,217 /yr 4,269 /mo 24.63 /hr	\$53,778 /yr 4,482 /mo 25.86 /hr	\$56,467 /yr 4,706 /mo 27.15 /hr
Office Assistant	\$41,162 /yr 3,431 /mo 19.79 /hr	\$43,221 /yr 3,602 /mo 20.78 /hr	\$45,383 /yr 3,782 /mo 21.82 /hr	\$47,653 /yr 3,972 /mo 22.92 /hr	\$50,036 /yr 4,170 /mo 24.06 /hr
Facility/Grounds Worker	\$37,137 /yr 3,095 /mo 17.86 /hr	\$38,994 /yr 3,250 /mo 18.75 /hr	\$40,944 /yr 3,412 /mo 19.69 /hr	\$42,992 /yr 3,583 /mo 20.67 /hr	\$45,142 /yr 3,762 /mo 21.71 /hr

HOUSING AUTHORITY of the COUNTY of CONTRA COSTA
SALARY SCHEDULE BY CLASSIFICATION
NON-EXEMPT EMPLOYEES : 6/24/23 - 6/21/24
2.5% COLA

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Lead Maintenance Mechanic	\$70,840 /yr 5,904 /mo 34.06 /hr	\$74,382 /yr 6,199 /mo 35.77 /hr	\$78,102 /yr 6,509 /mo 37.55 /hr	\$82,008 /yr 6,834 /mo 39.43 /hr	\$86,109 /yr 7,176 /mo 41.40 /hr
Housing Program Specialist	\$64,556 /yr 5,380 /mo 31.04 /hr	\$67,784 /yr 5,649 /mo 32.59 /hr	\$71,174 /yr 5,932 /mo 34.22 /hr	\$74,733 /yr 6,228 /mo 35.93 /hr	\$78,470 /yr 6,540 /mo 37.73 /hr
Senior Property Assistant	\$64,533 /yr 5,378 /mo 31.03 /hr	\$67,760 /yr 5,647 /mo 32.58 /hr	\$71,148 /yr 5,929 /mo 34.21 /hr	\$74,706 /yr 6,226 /mo 35.92 /hr	\$78,442 /yr 6,537 /mo 37.72 /hr
Senior Housing Assistant	\$61,182 /yr 5,099 /mo 29.42 /hr	\$64,242 /yr 5,354 /mo 30.89 /hr	\$67,455 /yr 5,622 /mo 32.44 /hr	\$70,828 /yr 5,903 /mo 34.06 /hr	\$74,370 /yr 6,198 /mo 35.76 /hr
Maintenance Mechanic B	\$61,035 /yr 5,087 /mo 29.35 /hr	\$64,087 /yr 5,341 /mo 30.82 /hr	\$67,292 /yr 5,608 /mo 32.36 /hr	\$70,657 /yr 5,889 /mo 33.97 /hr	\$74,190 /yr 6,183 /mo 35.67 /hr
Senior Accounts Clerk	\$58,121 /yr 4,844 /mo 27.95 /hr	\$61,028 /yr 5,086 /mo 29.35 /hr	\$64,080 /yr 5,340 /mo 30.81 /hr	\$67,284 /yr 5,607 /mo 32.35 /hr	\$70,649 /yr 5,888 /mo 33.97 /hr
Housing Assistant	\$55,437 /yr 4,620 /mo 26.66 /hr	\$58,209 /yr 4,851 /mo 27.99 /hr	\$61,120 /yr 5,094 /mo 29.39 /hr	\$64,176 /yr 5,348 /mo 30.86 /hr	\$67,385 /yr 5,616 /mo 32.40 /hr
Maintenance Mechanic A	\$50,427 /yr 4,203 /mo 24.25 /hr	\$52,949 /yr 4,413 /mo 25.46 /hr	\$55,597 /yr 4,634 /mo 26.73 /hr	\$58,377 /yr 4,865 /mo 28.07 /hr	\$61,296 /yr 5,108 /mo 29.47 /hr
Leasing Assistant	\$50,358 /yr 4,197 /mo 24.22 /hr	\$52,876 /yr 4,407 /mo 25.43 /hr	\$55,520 /yr 4,627 /mo 26.70 /hr	\$58,296 /yr 4,858 /mo 28.03 /hr	\$61,211 /yr 5,101 /mo 29.43 /hr
Senior Office Assistant	\$50,175 /yr 4,182 /mo 24.13 /hr	\$52,684 /yr 4,391 /mo 25.33 /hr	\$55,319 /yr 4,610 /mo 26.60 /hr	\$58,085 /yr 4,841 /mo 27.93 /hr	\$60,990 /yr 5,083 /mo 29.33 /hr
Junior Accounts Clerk	\$49,752 /yr 4,146 /mo 23.92 /hr	\$52,240 /yr 4,354 /mo 25.12 /hr	\$54,852 /yr 4,571 /mo 26.38 /hr	\$57,595 /yr 4,800 /mo 27.69 /hr	\$60,475 /yr 5,040 /mo 29.08 /hr
Office Assistant II	\$47,617 /yr 3,969 /mo 22.90 /hr	\$49,998 /yr 4,167 /mo 24.04 /hr	\$52,498 /yr 4,375 /mo 25.24 /hr	\$55,123 /yr 4,594 /mo 26.51 /hr	\$57,880 /yr 4,824 /mo 27.83 /hr
Purchasing Clerk	\$47,617 /yr 3,969 /mo 22.90 /hr	\$49,998 /yr 4,167 /mo 24.04 /hr	\$52,498 /yr 4,375 /mo 25.24 /hr	\$55,123 /yr 4,594 /mo 26.51 /hr	\$57,880 /yr 4,824 /mo 27.83 /hr
Office Assistant	\$42,192 /yr 3,516 /mo 20.29 /hr	\$44,302 /yr 3,692 /mo 21.30 /hr	\$46,518 /yr 3,877 /mo 22.37 /hr	\$48,844 /yr 4,071 /mo 23.49 /hr	\$51,287 /yr 4,274 /mo 24.66 /hr
Facility/Grounds Worker	\$38,066 /yr 3,173 /mo 18.31 /hr	\$39,970 /yr 3,331 /mo 19.22 /hr	\$41,969 /yr 3,498 /mo 20.18 /hr	\$44,068 /yr 3,673 /mo 21.19 /hr	\$46,272 /yr 3,856 /mo 22.25 /hr

EXHIBIT B

4/10 WORK SCHEDULE PLAN

**HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA
4/10 WORK SCHEDULE PLAN**

The following represents the terms and conditions of a 4/10 Work Schedule Plan, as agreed to by the Housing Authority and Local 1/AFSCME.

TRANSITION The 4/10 Plan has three optional time shifts: 6:00 a.m. - 4:30 p.m., 6:30 a.m. - 5:00 p.m. or 7:00 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. and will be closed on Friday.

I. DURATION AND TERMINATION

The Housing Authority may, at its sole discretion, terminate the 4/10 Plan after meeting with Local 1/AFSCME to discuss the reasons for the termination.

In the event the 4/10 plan is terminated, HACCC and the Union will meet and confer regarding alternate schedules. Two (2) weeks advance notice of 4/10 plan termination shall be given to the Union and affected employees.

II. PLAN PARTICIPATION

The 4/10 plan consists of four ten-hour days and one scheduled day off in the work week.

III. WORKWEEK

The 4/10 workweek begins on Saturday at 12:00 p.m. and ends with the completion of the seventh day, Friday at 11:59 p.m.

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 ten-hour workday, the employee will observe an 8-hour holiday. The employee has the option to use two (2) hours of accrued leave time (excluding sick leave) or leave without pay on the holiday or to work two (2) extra hours 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 4/10 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 ten-hour day, he/she shall be charged ten 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 4/10 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 4/10 plan who utilize bereavement leave shall be entitled to a maximum of forty hours paid bereavement leave. Employees shall be required to supplement bereavement leave pursuant to Section VIII.

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

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 on regular duty. When assigned to On-Call duty, the employee is required to stand ready to report for duty when contacted by 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
- 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 Asset 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 Bay Point, and the other employee responsible for covering Martinez through to all West County properties.

Maintenance employees may only sign up to cover for either East or West County during the six (6) month On-Call duty rotation with the exception to sign up on the On-Call Replacement List. 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 sign up 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 Housing Authority management 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 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 be assigned a cellular phone, provided by the Housing Authority, and shall return a phone call from the on-call service, Bay Alarm, or other Housing Authority personnel within fifteen (15) minutes. It shall be the On-call Maintenance employee's responsibility to ensure that Housing Authority issued equipment is charged and in working order at all times. 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 will be assigned a Housing Authority vehicle home for the duration of the assignment. Each region 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 vehicles, as necessary. Housing Authority Management will ensure each On-Call vehicle is stocked with a standard tool bag. Maintenance Mechanic on duty is responsible for auditing and securing tools and notifying management accordingly. A month's notice will be provided to employees and the Union prior to changing the existing vehicle policy.

No unauthorized person(s) shall be allowed in the Housing Authority vehicle in accordance with the Housing Authority Vehicle Policy. Unauthorized person(s) shall not be allowed to accompany Housing Authority staff when responding to a call out. Authorized persons are those who are involved in Housing Authority business.

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 or vendor, he/she must first contact Housing Authority management and state the situation. Housing Authority management will determine if additional assistance is necessary and authorize services as needed.

To ensure safety, the employee serving On-Call must wear their provided Housing Authority identifying clothing/uniform when responding to a call out.

Any loss, damage, or theft of tools or materials when on-call must be reported immediately to the respective Asset Manager responsible for the property.

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 The Maintenance Mechanic may request notification of the required demonstrated skills up to twelve months prior to her/his anniversary date. Housing Authority Management 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.