

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE COUNTY OF SAN MATEO HOUSING AUTHORITY AND**

**AFSCME LOCAL 829**

**EFFECTIVE FEBRUARY 1, 2007 THROUGH SEPTEMBER 30, 2008**

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AND  
AFSCME Local 829**

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## **MEMORANDUM OF UNDERSTANDING**

Local 829, American Federation of State, County and Municipal Employees, AFL-CIO, and representatives of the County of San Mateo Housing Authority have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit described in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented by the Union to the employees to be covered hereby for ratification by said employees, and shall thereafter be presented to the Board of Supervisors/Board of Commissioners as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing, February 1, 2007 and ending September 30, 2008.

### Section 1. Recognition

#### Union Recognition

Local 829, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" or "AFSCME 829", is the recognized employee organization for the Housing Authority Employee Unit representation unit, certified pursuant to the San Mateo County Employer Employee Relations Ordinance, adopted by the Board of Supervisors/Board of Commissioners.

### Section 2. Union Security

#### 2.1 Payroll Deduction

The Union may have the regular dues of its members within the representation unit deducted from employees' paychecks under procedures prescribed by the Housing Authority for such deductions. Dues deduction shall be made only upon signed authorization from the employee upon a form furnished by the Housing Authority, and shall continue until such authorization is revoked, in writing, by the employee.

Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such employees are assigned.

Employees may voluntarily elect to have contributions deducted from their paychecks under procedures prescribed by the Housing for the PEOPLE Fund (AFSCME). Such deductions shall be made only upon signed authorization from the employee and shall continue until such authorization is revoked in writing.

#### 2.2 Maintenance of Membership

All employees who are members of AFSCME, Local 829, and who are tendering periodic dues through dues deductions from their Housing Authority biweekly paycheck and all employees who become members of the Union and who tender periodic dues through

dues deductions of their Housing Authority biweekly paycheck shall pay Union dues deductions, agency fee deductions or charity fee deductions in accordance with Section 2.3, B below. For a period of one hundred and ten to ninety (110-90) days prior to the expiration of this Memorandum of Understanding and one hundred and ten to ninety (110-90) days prior to the expiration of any subsequent Memorandum of Understanding, any employee who is a member of AFSCME, Local 829 shall have the right to withdraw from the Union by discontinuing dues deduction. Said withdrawal shall be communicated by the employee during that period of time in writing to the Finance Officer to be delivered by certified mail and must be postmarked during the one hundred and ten to ninety (110-90) day period. An employee who is subsequently employed in a position outside of the unit represented by AFSCME, Local 829 shall not be required to continue dues deduction.

The Union shall hold the Housing Authority and its officers and employees, including but not limited to the Finance Officer, harmless for following the instructions contained in such dues deduction authorizations. The Housing Authority shall deliver revocations of membership to the Union on a biweekly basis and include verification that receipt was by certified mail.

The Finance Officer shall accept authorization for dues deduction on a biweekly basis.

## 2.3 Agency Shop

- A. The Union agrees that it has the duty to provide fair and non-discriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Union.
- B. All employees within this bargaining unit shall as a condition of employment:
  - 1. Become and remain a member of the Union, or;
  - 2. Pay to the Union an agency fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law (e.g., Hudson v. Chicago Teachers Union, Local No. 1, AFL-CIO), which shall be less than the monthly dues made during the duration of this Memorandum of Understanding, it being understood that it shall be the sole responsibility of the Union to determine an agency fee which meets the above criteria; or
  - 3. Do both of the following:
    - a. Present to the Union and the Finance Officer a written declaration that the employee is a member of a bonafide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
    - b. Pay a sum equal to the agency fee described above to one of three negotiated non-religious, non-labor, charitable funds that are exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code.
- C. The Union shall provide the HACSM with a copy of the Union's "Hudson Procedure" for the determination and protest of its agency fees. The Union shall provide a copy of said "Hudson procedure" to every agency fee payer covered by

this Memorandum of Understanding and annually thereafter, and as a condition to any percentage change in the agency fee.

- D. If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current period.
- E. The provisions of Section B shall not apply during periods that an employee is separated from the representation unit, but shall be reinstated upon the return of the employee to the representation unit. For the purpose of this Section, the term separation includes transfer out of the representation unit, layoff, and leave of absence without pay.
- F. Annually, the Union shall provide the Finance Officer with copies of the financial report which the Union annually files with the California Employee Relations board, the United States Department of Labor (Form LM-2) or the Union's balance and operating statement for the prior year. Failure to file such a report within sixty (60) days after the end of its fiscal year shall result in the termination of all agency fee deductions without jeopardy to any employee, until such a report is filed.
- G. Compliance
  - 1. Any new employee hired into a non-supervisory job class or position covered by this Memorandum of Understanding shall be provided by the Housing Authority with, and shall execute, an "Employee Authorization for Payroll Deduction form selecting one of the following: 1) Union dues; 2) Agency fee; or 3) if he/she qualifies, a fee equal to the agency fee payable to one of three negotiated charities.
  - 2. Every other week, the Housing Authority shall furnish the Union with copies of all such authorization documents. Within ten (10) days of receipt, the Union shall furnish all agency fee payers with copies of the Union's "Hudson Procedure" and shall provide to the Housing Authority confirmation of such mailing.
  - 3. If a new employee does not elect one of the three options in 2.3 B above within thirty (30) calendar days of hire into a classification covered by this MOU, the Housing Authority will automatically make deductions for the established agency shop fee. The Finance Officer shall determine the timing of such automatic deductions.
  - 4. Every other week, the Housing Authority shall furnish the Union a listing of all new employees' names and addresses as well as copies of authorization documents as referenced above. Within ten (10) worked days of receipt, the Union shall furnish all agency fee payers with copies of the Union's "Hudson Procedure" and shall provide the Housing Authority confirmation of such mailing.
- H. The Union shall indemnify, defend, and save 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 Union Security Section, or action taken or not taken by the Housing Authority under this Section. This includes, but is not limited to, the Housing Authority's attorney fees and costs.

- I. In the event that employees in a bargaining unit represented by the Union vote to rescind "Agency Shop" the provisions of Section 2.2 shall apply to dues paying members of the Union.
- J. The Housing Authority shall hand out agreed upon Union materials along with the Agency shop forms.

#### 2.4 Communications with Employees

The Union shall be allowed use of available bulletin board space for communications having to do with official organization business, such as times and places of meeting provided such use does not interfere with the needs of the Housing Authority.

The Union may distribute materials to employees within the unit it represents through Housing Authority mail distribution channels if approved by the Executive Director. This privilege may be revoked in the event of abuse after the Executive Director consults with representatives of the Union.

Any representative of the Union shall give notice to the Executive Director at least twenty-four (24) hours notice when contacting departmental employees during the duty period of employees, provided that solicitation for membership or other internal employee organization business shall be conducted only during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made by agreement between the Union and the Executive Director and when made shall continue until revoked.

#### 2.5 Use of Housing Authority Facilities

Housing Authority buildings and other facilities may be made available for use by Housing Authority employees or the Union or its representatives in accordance with such administrative procedures as may be established by the Executive Director.

#### 2.6 Advance Notice

Except in cases of emergency as provided below in this subsection the Union, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the Housing Authority and shall be given the opportunity to meet with the appropriate management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the Housing Authority may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter the Union shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

#### 2.7 New Employee Information

When a person is hired in any classification represented by the Union, the Housing Authority shall notify that person that the Union is the recognized employee organization for the employees in said classification and present that person with a copy of the current Memorandum of Understanding as well as an approved packet of information which has been supplied by the Union.



The Housing Authority will provide the new employee orientation list to the Union each month. This listing shall include each employee's name and classification.

#### 2.8 Information Provided to Union

The Housing Authority shall supply the Union monthly with a list of the names and classifications of all new employees and terminated employees in the unit represented by the Union. The Housing Authority shall supply the Union quarterly with a list of the names and classifications of all employees in the unit represented by the Union. Such lists shall indicate which employees were having Union dues withheld from their pay checks as of the date the roster was prepared, the names added to or deleted from the previous list, and whether each such change in status was by reason of leave of absence, termination or withdrawal from the Union. The lists shall be supplied without cost to the Union.

#### 2.9 Employees on Leave

The Housing Authority shall notify the Union of employees who are on leave of absence status in excess of twenty-eight (28) days.

### Section 3. No Discrimination

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, age or legitimate Union activities against any employee or applicant for employment by the Union or by the Housing Authority or by anyone employed by the Housing Authority; and to the extent prohibited by applicable state and federal law, there shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from adequately performing the essential duties of the position.

### Section 4. Union Stewards and Official Representatives

#### 4.1 Attendance at Meetings

Housing Authority employees who are official representatives or Stewards of the Union shall be given reasonable time off with pay to meet and confer or consult with management representatives or to be present at hearings where matters within the scope of representation are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of Housing Authority services as determined by the Housing Authority. Such representatives or Stewards shall submit written requests for excused absences to the Executive Director at least two (2) working days prior to the scheduled meeting whenever possible. Except by agreement with the Executive Director, the number of employees excused for such purposes shall not exceed four (4).

Housing Authority vehicles may not be used by employees when employees are acting as Union representatives or Stewards.

The Union shall be allowed up to twenty (20) hours of unpaid release time per calendar year for official representatives and stewards to conduct necessary internal Union business. Requests for time shall be made to the employee's supervisor at least fourteen (14) calendar days in advance.

#### 4.2 Handling of Grievances

The Union shall designate a reasonable number of Stewards to assist in resolving grievances. The designation will depend on such circumstances as geographical locations and hours of employment. The Union shall notify the Executive Director in writing of the individuals so designated. Alternates may be designated to perform Steward functions during the absence or unavailability of the Stewards.

Stewards may be relieved from their assigned work duties by their supervisors to investigate and process grievances initiated by other employees within the same work area up to a maximum of eighty (80) hours total for all stewards per year; provided, however, that the eighty (80) hour limit may be exceeded in cases where disciplinary action is pending. Requests for release time shall not be denied unreasonably. Stewards shall promptly report to the Union any grievances which may arise and cannot be adjusted on the job. Supervisory employees shall not represent non-supervisory employees in a grievance procedure where such activity might result in a conflict of interest. Neither a Steward nor the Union shall order any changes, and no change shall be made except with the consent of the Executive Director.

Whenever an employee is required to meet with a supervisor and the employee reasonably anticipates that such meeting will involve questioning leading to disciplinary action, he/she shall be entitled to have a Steward present if he/she so requests. It is not the intention of this provision to allow the presence of a Steward during the initial discussion(s) of an employee's performance evaluation.

#### Section 5. Salaries

- 5.1 The salary ranges for all employees in the aforementioned representation units will be as set forth in Exhibit A.

The rates of pay set forth in Exhibit A represent for each classification the standard biweekly rate of pay for full-time employment, unless the schedule specifically indicates otherwise. The rates of pay set forth in Exhibit A represent the total compensation due employees, except for overtime compensation and other benefits specifically provided for by the Board of Supervisors/Board of Commissioners or by this Memorandum of Understanding.

The rates of pay set forth in Exhibit A does not include reimbursement for actual and necessary expenses for traveling, subsistence, and general expenses authorized and incurred incident to Housing Authority employment.

#### 5.2 Entrance Salary

Except as herein otherwise provided, the entrance salary for a new employee entering Housing Authority service shall be the minimum salary for the class to which he/she is appointed. When circumstances warrant, the Executive Director may approve an entrance salary which is more than the minimum salary. The Executive Director's decision shall be final. Such a salary may not be more than the maximum salary for the class to which that employee is appointed unless such salary is designated as a "Y" rate by the Board of Supervisors/Board of Commissioners.

### 5.3 Salary Step Increases

Permanent and probationary employees serving in regular established positions shall be considered by the appointing authority on their salary anniversary dates for advancement to the next higher step in the salary schedule for their respective classes as follows. All increases shall be effective at the beginning of the next full pay period.

- (1) After completion of thirteen (13) biweekly pay periods of full-time satisfactory service in Step A of the salary schedule, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step in the salary schedule for the classification. If an employee is appointed at a step higher than the first step of the salary range for that classification, the first merit increase shall be after completion of twenty-six (26) full pay periods of satisfactory service.
- (2) After the completion of twenty-six (26) biweekly pay periods of full-time satisfactory service in each of the salary steps above A, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step in the salary schedule for the classification until the top of the range is reached.
- (3) If a verifiable administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first pay period when eligible, said advancement shall be made retroactive to the first pay period when eligible.
- (4) For the purposes of this Section, permanent part-time employees shall be considered to have worked the equivalent of thirteen (13) biweekly pay periods when they have served for 1040 working hours, and such employees will be considered to have worked the equivalent of twenty-six (26) biweekly pay periods when they have served for 2080 working hours.
- (5) Upon recommendation of the appointing authority and approval by the Executive Director, employees may receive special merit increases at intervals other than those specified in this Section. The Executive Director's decision shall be final. Each employee shall be considered for salary step increases according to the date of that employee's appointment, or the revised salary anniversary date. If an employee begins service later than the first business day of a biweekly pay period, or has changes which would cause the salary anniversary date to be other than the first business day of a biweekly pay period, then the salary anniversary date shall be determined from the first day of the following biweekly pay period. Changes in an employee's salary because of promotion, upward reclassification, postponement of salary step increase, or special merit increase will set a new salary anniversary date for that employee, which date shall be as stated in the preceding paragraph.

Employees who are rejected during the probationary period and revert to their former classification shall return to the salary anniversary date held in the former class unless otherwise determined by the Executive Director. The salary anniversary date for an employee shall not be affected by a transfer, downward reclassification or a demotion.

Salary range adjustments for a classification will not set a new salary anniversary date for employees serving in that classification.

Upon approval by the Executive Director, temporary employees shall be advanced to the next higher step in the salary schedule upon completion of the periods of

service prescribed in this Section, provided that their service has been satisfactory. Also, upon approval by the Executive Director, continuous service in a temporary capacity shall be added to service in a regular established position for the purpose of determining an employee's salary anniversary date, eligibility for salary increases, as well as vacation and sick leave accrual.

However, such service may not be added if it preceded a period of over twenty-eight (28) consecutive calendar days during which the employee was not in a pay status, except when the employee is absent from his/her position by reason of an injury or disease for which he/she is entitled to and currently receiving Workers' Compensation benefits.

#### 5.4 Salary Step When Salary Range is Revised

Whenever the salary range for a class is revised, each incumbent in a position to which the revised schedule applies shall remain at the same step as in the previous range, unless otherwise specifically provided by the Board of Supervisors.

#### 5.5 Salary Step After Promotion

When an employee is promoted from a position in one class to a position in a higher class and at the time of promotion is receiving a base salary equal to, or greater than, the minimum base rate for the higher class, that employee shall be entitled to the next step in the salary schedule of the higher class which is at least 5.7% above the rate he/she has been receiving, except that the next step shall not exceed the maximum salary of the higher class.

#### 5.6 Salary Step After Demotion

When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which demoted, and the specific rate of pay within the range shall be determined by the Executive Director, whose decision shall be final; provided, however, that the Board of Supervisors/Board of Commissioners may provide for a rate of pay higher than the maximum step of the schedule for the employee's classification, and designate such rate of pay as "Y" rate (see Section 5.8), and also provided that an employee demoted as a result of abolition of position shall be placed at the salary step in the lower classification which most closely approximates (but does not exceed) his/her salary in the higher classification.

If an employee takes a voluntary demotion to a classification previously held, the employee shall be placed at the same step in that classification which the employee held last. The employee's service time at such step shall be the same as the service time held at such step previously.

In order to further the movement from lower-level to higher-level careers, an employee taking a voluntary demotion to a classification in the higher series shall be placed at the salary step in the new salary range which most closely approximates such employee's salary in the prior classification.

#### 5.7 Reclassification of Position

An employee in a position reclassified to a lower classification shall have the right of either (1) transferring to a vacant position in his/her present classification, provided the Executive

Director agrees, or (2) continuing in the same position in the lower classification at a "Y" rate of pay when the incumbent's pay is higher than the maximum step of the salary range for the lower classification.

#### 5.8 "Y" Rate Process Upon Reclassification

When an employee is reclassified downward, he/she shall continue in his/her present salary range, with cost of living adjustments, for two years, at which point the employee's salary shall be frozen ("Y" - rated) until the salary assigned to the lower classification equals or exceeds such "Y" rate. The "Y" rate provisions of this Section shall not apply to layoffs, demotions, or other personnel actions resulting in an incumbent moving from one position to another.

#### 5.9 Paychecks

Payday shall be bi-weekly on Friday. Paychecks shall be made available to each employee by noon of payday. No salary, wage, expense or allowance shall be paid except upon certification of the Executive Director in accordance with the policies of the Board of Supervisors/Board of Commissioners.

### Section 6. Days and Hours of Work

- 6.1 The standard workweek for employees occupying full-time positions consists of forty (40) hours unless otherwise specified by the Executive Director. The appointing authority shall fix the hours of work with due regard for the convenience of the public and the laws of the State, the County, and the Regulations of the United States Government Department of Housing and Urban Development.
- 6.2 Employees occupying part-time positions shall work such hours and schedules, as the Executive Director shall prescribe.
- 6.3 Employees may request a flexible work schedule within the limits of a five (5) day, forty (40) hour work week so long as such schedules fall between the hours of 7:00 AM and 6:00 PM. Such requests will be considered by the Executive Director on the basis of the public service mission of the Housing Authority, supervisory and co-worker coverage requirements, workload equity, and other operational considerations. Employees who wish to apply for a flexible schedule shall submit a written request to their immediate supervisor which includes the schedule requested and an explanation of how the requested schedule would meet the above criteria. A fair and impartial review shall be conducted to determine the approval of such a schedule. The Executive Director shall make the final decision on all requests. Should circumstances necessitate the termination of a flexible work schedule, a two week written notice shall be given to the employee.
- 6.4 Employees may request a 9/80 or 4/10 work week schedule.
- 6.5 Upon prior approval by their supervisor, an employee may adjust their work hours for a specific day or days within a specific work week to accommodate a medical or personal appointment provided that such adjustment shall not cause the employee to exceed the total hours for their normal work week. Any supervisory standards for such approval shall be equitably applied to all employees. Supervisors may request that an employee adjust their work hours for a specific day or days within a specific work week to accommodate the operational needs of the Housing Authority.

## Section 7. Overtime

### 7.1 Authorization

All compensable overtime must be authorized by the Executive Director or his/her designated representative in advance of being worked. If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked. Overtime worked must be in the job classification in which the person is regularly employed or in a classification for which the employee is authorized higher pay for work in a higher classification.

### 7.2 Definition

Any authorized time worked in excess of the forty (40) hour weekly work schedule shall be considered overtime and shall be compensable at the rate of one and one-half (1-1/2) times the overtime worked, whether compensated by monetary payment or by the granting of compensatory time off. Overtime resulting from required attendance at training classes or training meetings shall be compensable at the straight-time rate in an amount equal to the overtime worked unless monetary payment at a different rate is prescribed for an employee covered by the Fair Labor Standards Act. For the purpose of determining eligibility for overtime compensation, any absence with pay shall be considered as time worked. The smallest increment of working time that may be credited as overtime is fifteen (15) minutes. Portions of fifteen (15) minutes worked at different times shall not be added together for the purpose of crediting overtime. Overtime shall be calculated from the employee's base pay only unless monetary payment at a different rate is prescribed for an employee covered by the Fair Labor Standards Act.

Should the Housing Authority, through some future Federal ruling, be exempted from the Fair Labor Standards Act, the Housing Authority shall then revert to the base rate for the computation of overtime.

### 7.3 Compensatory Time Off

Utilization of compensatory time off shall be by mutual agreement between the supervisor and the employee. Requests and approval shall be made in the same manner as for vacation leave.

The smallest increment of compensatory time which may be taken off is fifteen (15) minutes.

## Section 8. Call-Back and On-Call Duty

- 8.1 Employees required to report to work during off duty hours shall be compensated for a minimum of three (3) hours overtime. Callback time shall begin when the employee reports to the work site.
- 8.2 An employee receiving callback pay shall not be entitled to on-call pay simultaneously.
- 8.3 When warranted and in the interest of the Housing Authority operation, supervisors may assign employees to on-call status. Compensation for on-call duty shall be computed as follows:

Employees shall be paid an hourly rate of Three Dollars Ninety-five Cents-(\$3.95) for time in which they are required to be in an on-call status, unless otherwise provided below.

- 8.4 The employee(s) assigned to residential duty shall receive a rent reduction as compensation for ongoing on-call status. Such rent reduction shall be determined as follows: fifty percent (50%) reduction of thirty percent (30%) of adjusted gross family income OR fifty percent (50%) of the Fair Market Rate as established by Federal Housing and Urban Development regulations for the unit occupied by the employee, whichever is less. If the employee's on-call compensation is based on the Fair Market Rate, such compensation shall be adjusted as the Fair Market Rate adjusts. Employees assigned to residential duty may be required to carry a beeper whenever away from the residential site.

#### Section 9. Bilingual Pay

A salary differential of Forty-Two Dollars and Fifty Cents (\$42.50) biweekly shall be paid incumbents of positions requiring bilingual proficiency as designated by the Executive Director. Bilingual pay for employees carrying a caseload, at least 50% of which is comprised of non-English speaking clients, shall be paid a salary differential of Fifty-Five Dollars (\$55.00) Said differential shall be prorated for employees working less than full-time or who are in an unpaid leave of absence status for a portion of any given month. Designation of positions for which bilingual proficiency is required is the sole prerogative of the Housing Authority and the decision of the Executive Director is final.

If an employee has been receiving bilingual pay for thirty (30) or more calendar days immediately preceding a paid holiday, or the commencement of a vacation or the commencement of a paid sick leave period, or compensatory time off, as the case may be, the bilingual pay shall be included in such employee's holiday pay, vacation pay, paid sick leave or paid compensatory time on a pro-rated basis.

The Union shall be provided listings of employees receiving bilingual pay twice a year.

Upon the request of the Union, the parties shall meet no later than May 31, 2007 to clarify and simplify the standards applicable to the current levels of Bilingual Pay and or arrive at a single rate and standards applicable to required use of bilingual skills in the performance of Housing Authority duties with a resolution date no later than July 31, 2007.

#### 9.1 Hiring and Selection

The Housing Authority will continue to recruit and hire employees based on a specific need for bilingual skills.

#### 9.2 Testing

All employees hired to fill positions requiring bilingual skills will be tested for bilingual proficiency. Present employees may be certified by the appointing authority as possessing sufficient bilingual skills to be appointed to a bilingual pay position; provided, however, nothing herein precludes the Housing Authority from requiring that said employees be tested. Requests by employees to be tested for bilingual skill proficiency will be referred to the San Mateo County Human Resources Director or his/her designee whose decision shall be final.

#### 9.3 Continued Use of Bilingual Language Skill

Employees hired to fill positions requiring bilingual skills may be required to remain in

bilingual pay positions. Employees who were selected to fill positions requiring bilingual skills during the implementation of the bilingual program will be allowed to voluntarily leave such positions provided management can reasonably replace said employees and there are sufficient positions within the classification that said employee can fill. Nothing herein precludes any of the above specified employees from promoting to higher classifications.

#### 9.4 Transfers

Transfers of employees occupying bilingual pay positions shall be in accordance with Housing Authority policy and practice and shall not be in violation of the Memorandum of Understanding. It is recognized that utilization of a bilingual skill may be the sole reason for transfer in order to meet a specific Housing Authority need.

#### 9.5 Review

The number and location of bilingual pay positions shall be periodically reviewed by management. If the number of filled positions in a specific division or geographical location are to be reduced, employees will be given reasonable notice prior to loss of the bilingual pay differential.

### Section 10. Mileage Reimbursement Policy

10.1 Mileage reimbursement shall be tied to IRS allowable reimbursement. An employee is entitled to mileage reimbursement under the conditions specified below:

- (1) Once an employee arrives at his/her regular work location, any subsequent work related travel in the employee's own vehicle shall be eligible for mileage reimbursement.
- (2)
  - a) If an employee uses his/her own vehicle for travel to and from any required training program or conference, the employee shall be entitled to mileage reimbursement for all miles traveled unless the employee is leaving directly from his/her residence, in which case the total shall be less the normal mileage to or from the employee's regular work location.
  - b) If an employee uses his/her own vehicle for travel to and from any optional work related training program or conference the employee may, with department head approval, be eligible for mileage reimbursement up to the limits specified in paragraph "a" above.
- (3) An employee who is required to travel from his/her residence to a location other than his/her regular work location shall be entitled to mileage reimbursement for all miles traveled less the normal mileage to or from his/her regular work location.

For example: an employee's residence is in Burlingame and regular work location is in San Mateo. Distance from home to work is 8 miles. Because of an early morning meeting, the employee must travel from home to Redwood City, a distance of 21 miles. Based upon the above rule, the employee would be entitled to 13 miles of reimbursement. This figure is arrived at by subtracting 8 miles (normal mileage from home to work) from 21 miles (distance from home to Redwood City).

- (4) An employee who is required to engage in any work related travel at the conclusion of which the employee's work day will be completed shall be entitled to mileage



reimbursement for all miles traveled less the normal mileage from the regular work location to his/her residence. For example: An employee's residence is in Palo Alto and regular work location is in Redwood City. Distance from home to work is 13 miles. The employee has a meeting at the Hayward City Hall (31 miles) which will not conclude until 5:00 p.m. and therefore, the employee will go directly home, a distance of 31 miles. Based on the above rule, the employee would be entitled to 18 miles of reimbursement. This figure is arrived at by subtracting 13 miles (normal mileage from home to work) from 31 miles (distance from Hayward to home).

Any exceptions to the above policy may be considered on a case by case basis by the Executive Director, whose decision shall be final.

- 10.2 Any Fleet Cars that are owned and maintained by the Housing Authority for the use of employees to perform work on behalf of the Authority, shall be assigned to employees in order of seniority. In the event that the number of fleet vehicles is reduced during the term of this agreement, the Authority will meet with the Union to explain the reasons for such a reduction and will meet and confer over the impact on employees.

The Authority agrees to continue to provide fleet cars for employees hired prior to 2/01/07 whose job responsibilities require performing duties in the field such as: annual recertifications or HQS inspections or the maintenance of public housing properties.

#### Section 11. Layoff and Reemployment

##### 11.1 Notice of Layoff

The Executive director will give at least fourteen (14) days advance written notice to employees to be laid off except in an emergency situation in which case the Executive Director may authorize a shorter period of time.

##### 11.2 Precedence by Employment Status

No permanent employee shall be laid off while employees working in extra help, temporary, provisional, or probationary status are retained in the same classification unless that employee has been offered the temporary, or provisional appointment. The order of layoff among employees not having permanent status shall be according to the following categories:

- (1) Extra Help
- (2) Temporary
- (3) Provisional
- (4) Probationary - among probationary employees in a given classification, order of layoff shall be according to reverse order of seniority as determined by total continuous Housing Authority service, not continuous time in that probationary period.

##### 11.3 Seniority

Layoffs shall be by job classification according to reverse order of seniority as determined by total continuous Housing Authority service, except as specified above.

h e following provisions s all apply in computing total continuous service:

- (1) hime spent on military leave, leave to accept temporary employment outside t e Housing Aut ority, and leave to accept a position in t e unclassified service s all count as Housing Aut ority service.
- (2) Periods of time during w ic an employee is required to be absent from is/ er position by reason of an injury or disease for w ic e/s e is entitled to and currently receiving Workers' Compensation benefits s all be included in computing lengt of service for t e purpose of determining t at employee's seniority rig ts.
- (3) hime worked in a permanent, probationary, provisional, or temporary status s all count as Housing Aut ority service. Part-time status s all count at t e rate of one (1) year of continuous employment for eac 2080 straig t-time ours worked.

If two (2) or more employees ave t e same seniority, t e examination scores for t eir present classification s all determine seniority.

#### 11.4 Employee Options

Employees laid off s all ave any of t e following c oices:

- (1) Displacing t e employee in t e same classification aving t e least seniority. h is option s all be exercised before any ot er option.
- (2) haking a voluntary demotion to a classification in w ic t e employee ad prior probationary or permanent status provided suc a position is eld by an employee wit less seniority.
- (3) Displaced employees may request t e Executive Director to place t e employee's name on t e promotional eligible list or open eligible list for any classification for w ic , in t e Executive Director's opinion, t e employee is qualified. h e employee's name will be above t e names of persons w o ave not been displaced, ranked in t e order specified above.
- (4) An employee may, wit t e approval of t e Executive Director, demote or transfer to a vacant position for w ic e/s e possesses t e necessary skills and fitness.
- (5) At t e sole discretion of t e Executive Director, an employee may be allowed to transfer and displace a less senior employee in a position in w ic e/s e ad prior probationary or permanent status and w ic t e Executive Director determines is equivalent wit respect to duties and responsibilities to t e position t e employee presently occupies.
- (6) A transfer is defined as a c ange from one position to anot er in t e same classification or in anot er classification, t e salary range of w ic is not more t an 5.74 ig er.
- (7) Part-time employees s all not displace full-time employees, unless t e part-time employee as eld full-time status in t e classification.

- (8) In addition to all other options, employees in classifications at risk of being eliminated, as determined by the Executive Director, may also be placed on the reinstatement list.

11.5 Names of Employees Laid Off to be Placed on Reemployment and General Eligible Lists

The names of employees laid off shall be placed on reemployment eligible lists as hereinafter specified. Former employees appointed from a reemployment eligible list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such reemployed employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

The general reemployment eligible list for each classification shall consist of the names of employees and former employees having probationary or permanent status, and who were laid off or whose positions were reallocated downward as a result of reclassification. The rank order on such lists shall be determined by relative seniority and reemployment shall be offered in that order. Such lists shall take precedence over all other eligible lists in making certifications on a Housing Authority-wide basis.

The provisions of this subsection 11.4 shall not apply to employees who have accepted severance pay upon termination of employment.

11.6 Contracting Out

"Thirty (30) days advance notice will be provided to the Union prior to awarding any contracts to outside contractors if contracting out will result in lay off of bargaining unit employees. Housing Authority and the Union will meet and discuss alternatives to contracting out before any contract that will result in lay off of bargaining unit employees is signed.

11.7 Abolition of Position

The provisions of this Section 11 shall apply when an occupied position is abolished.

Section 12. Resignation

In order to resign in good standing a permanent or probationary employee shall submit a written notice to the Executive Director at least fourteen (14) calendar days in advance unless the Executive Director agrees to a shorter notice. Failure to give such notice may result in forfeiture of any future employment rights.

Section 13. Holidays

- 13.1 Regular full-time employees in established positions shall be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday. Part-time employees shall be entitled to holiday pay in proportion to the average percentage of full-time hours worked during the two (2) pay periods immediately preceding the pay period which includes the holiday. If two or more holidays fall on succeeding or alternate pay periods, then the average full-time hours worked in the two (2) pay periods immediately preceding the first holiday shall be used in determining the holiday pay entitlement for the subsequent holiday.

13.2 The holidays for the Housing Authority are:

- |      |   |                                     |
|------|---|-------------------------------------|
| (1)  | January 1   | (New Year's Day)                    |
| (2)  | Third Monday in January                                   | (Martin Luther King Jr.'s Birthday) |
| (3)  | Third Monday in February                                  | (President's Day)                   |
| (4)  | Last Monday in May  | (Memorial Day)                      |
| (5)  | July 4  | (Independence Day)                  |
| (6)  | First Monday in September                                 | (Labor Day)                         |
| (7)  | Second Monday in October                                  | (Columbus Day)                      |
| (8)  | November 11   | (Veterans Day)                      |
| (9)  | Fourth Thursday in November                               | (Thanksgiving Day)                  |
| (10) | Friday following Thanksgiving Day                         |                                     |
| (11) | December 25   | (Christmas)                         |
| (12) | One floating holiday (8 hours) Accrued as of February 1st |                                     |

Every day appointed by the President of the United States or the Governor of the State of California to be a day of public mourning, Thanksgiving, or holiday. The granting of such holidays shall be discretionary with the Board of Supervisors.

If the legislature or the Governor appoints a date different from the one shown above for the observance of one of these holidays, then the Housing Authority shall observe the holiday on the date appointed by the Legislature or the Governor.

- 13.3 If one of the holidays listed above falls on Sunday and the employee is not regularly scheduled to work that day, the employee's first regularly scheduled workday following the holiday shall be considered a holiday.
- 13.4 If one of the holidays listed above falls on Saturday and the employee is not regularly scheduled to work that day, the employee shall be granted a floating holiday to be taken in accordance with the following: A floating holiday constitutes eight hours pay and must be taken by the employee within three calendar years of the date upon which it is accrued.
- 13.5 Employees working on a holiday shall be compensated for such time worked at the rate of one and one-half (1-1/2) times the straight-time rate as provided in Section 7 Overtime.

#### Section 14. Election Days

The Housing Authority does not intend to prohibit employees from being absent from work on election days and will follow California Law which allows for up to two (2) hours paid time to vote.

#### Section 15. Vacations

##### 15.1 Vacation Allowance

Employees, unless otherwise herein provided, shall be entitled to vacation with pay in accordance with the following schedule:

- (1) During the first five (5) years of continuous service, vacation will be accrued at the rate of 4.0 hours per biweekly pay period worked.
- (2) After the completion of five (5) years of continuous service, vacation will be accrued at the rate of 4.9 hours per biweekly pay period worked.

- (3) After the completion of ten (10) years of continuous service, vacation will be accrued at the rate of 5.9 hours per biweekly pay period worked.
- (4) After the completion of fifteen (15) years of continuous service, vacation will be accrued at the rate of 6.5 hours per biweekly pay period worked.
- (5) After the completion of twenty (20) years of continuous service, vacation will be accrued at the rate of 6.8 hours per biweekly pay period worked.
- (6) After the completion of twenty-five (25) years of continuous service, vacation will be accrued at the rate of 7.4 hours per biweekly pay period worked.
- (7) No employee will be allowed to have an accumulation of more than fifty-two (52) biweekly pay periods vacation accrual to his/her credit at any one time. However, employees may accrue unlimited vacation time in excess of the maximum allowance when such vacation accrues because of remaining in a pay status during periods of illness or injury which precluded liquidating vacation credits earned in excess of the maximum allowed.
- (8) No vacation will be permitted prior to the completion of thirteen (13) biweekly pay periods of service.
- (9) Vacation may be used in increments of fifteen (15) minutes or more.

#### 15.2 Vacation Schedule

The time at which employees shall be granted vacation shall be at the discretion of the appointing authority. Length of service and seniority of employees shall be given consideration in scheduling vacations and in giving preference as to vacation time.

Application for any specific vacation period should be made as soon as the need is known, but may be made no more than one (1) year in advance of the period requested. Except in cases of emergency or unforeseen circumstances, the following shall apply:

- a. Requests for vacation periods of one (1) calendar week or more shall be made at least thirty (30) calendar days in advance, and a response to such request will be given within fourteen (14) calendar days.
- b. Requests for shorter vacation periods shall be made at least fourteen (14) calendar days in advance, and a response to such request will be given within five (5) calendar days.

If the supervisor is absent, the request may be submitted or re-submitted to the next higher manager who will respond within the appropriate time frame.

Notwithstanding the above provisions, once an employee has been approved for a specific vacation period, that approval may not be superseded by a request from another employee with greater seniority.

#### 15.3 Vacation Allowance for Separated Employees

When an employee is separated from Housing Authority service his/her remaining vacation allowance shall be added to his/her final compensation.

## Section 16. Sick Leave

### 16.1 Accrual

All employees shall accrue sick leave at the rate of 3.7 hours for each biweekly pay period of full-time work. Such accrual shall be prorated for any employee who works less than full time during a pay period. For the purpose of this Section absence in a pay status shall be considered work.

### 16.2 Usage

Employees are entitled to be paid for sick leave used, to a maximum of the time accrued, under the following conditions:

- (1) The employee's illness or injury.
- (2) Medical or dental appointments for the employee or immediate family.
- (3) The employee's attendance on a member of the immediate family who is ill.

For the purpose of this Section immediate family means parent, spouse, domestic partner, child and child of domestic partner and any person considered a dependent of the employee.

### 16.3 Procedures for Requesting and Approving Sick Leave

When the requirement for sick leave is known to the employee in advance of his/her absence, the employee shall request authorization for sick leave at such time, in the manner hereinafter specified.

In all other instances the employee shall notify his/her supervisor as promptly as possible by telephone or other means.

Before an employee may be paid for the use of accrued sick leave he/she shall complete and submit to his/her department head a signed statement, on a prescribed form, stating the dates and hours of absence, and such other information as is necessary for the request to be evaluated.

If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the Executive Director.

The sick leave form shall be treated confidentially and shall not contain medical or other confidential information.

The supervisor may require a physician's statement from an employee who applies for sick leave or make whatever investigation into the circumstances that appears warranted before taking action on the request.

Employees who are absent from work because of illness or injury shall not be disciplined because they are unable to provide a physician's certificate when said document has not been requested prior to the employee's return to work.

#### 16.4 Accounting for Sick Leave

Sick leave may be used in increments of fifteen (15) minutes.

#### 16.5 Credits

If an employee who has unused sick leave accrued is laid off and subsequently reemployed in a permanent position, such sick leave credits shall be restored to him/her upon reemployment. The employee shall not have any portion of sick leave credits restored for which he/she received compensation at the time of or subsequent to the day of layoff.

#### 16.6 Sick Leave Conversion at Retirement

For each eight (8) hours of unused sick leave at the time of retirement, the Housing Authority shall pay for one (1) month's premium for health coverage for the employee and eligible dependents (if such dependents are enrolled in the plan at the time of retirement) provided that the Housing Authority shall not be obligated to contribute in excess of One Hundred and Sixty-Five (\$165) per month for the retired employee to continue health coverage (e.g., if an employee retires with 320 hours of unused sick leave, the Housing Authority will continue to pay the health premiums on said employee for a period of 40 months).

For employees who retire with 45% or more of the total amount of sick leave they could have accrued during their career with the Housing Authority, the conversion rates in the paragraph above shall be One Hundred and Ninety-Five (\$195) per month.

Workers may increase the number of hours per month to be converted up to a maximum of fourteen (14) hours of sick leave per month. Such conversion may be in one full hour increments above a minimum of eight (8) hours. Each additional hour shall be converted at \$20.63 for employees with less than 45% of earned sick leave at retirement and \$24.38 for employees with more than 45% of earned sick leave at retirement. The number of hours to be converted shall be set upon retirement and can be changed annually during open enrollment, or upon a change in family status that impacts the number of covered individuals (e.g., death of spouse, marriage and addition of spouse or domestic partner).

Should a retired employee die while receiving benefits under this section, the employee's spouse, domestic partner and eligible dependents shall continue to receive coverage to the limits provided above.

The Housing Authority provides a specified contribution to retirees who have unused sick leave at the time of retirement. For each unused eight hours of sick leave at time of retirement the Housing Authority will make a specified contribution, as defined above, to the monthly premium for the retiree. If the cost of the premium is greater than the Housing Authority's contribution, the retiree pays the difference.

The Authority will seek legal Counsel regarding the feasibility of providing for a conversion of accrued sick leave to cash upon retirement from the Authority. The Authority will also review investment vehicles, such as a deferred compensation plan, that may allow the conversion of sick leave at retirement to cash.

In the event such a plan is found and determined to comply with IRS rules and regulations and the Authority employee waives all rights to retiree health coverage (as provided in Section 16.6), the employee may, upon retirement, convert each eight (8) hours of accrued sick leave for \$100.

#### 16.7 Incapacity to Perform Duties

If the appointing authority has been informed through a doctor's report of a medical examination, that an employee is not capable of properly performing his/her duties, he/she may require the employee to absent himself/herself from work until the incapacity is remedied. During such absence the employee may utilize any accumulated sick leave, vacation, holiday and compensatory time.

#### 16.8 Use of Sick Leave While on Vacation

An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:

- (1) was hospitalized during the period for which sick leave is claimed, or
- (2) received medical treatment or diagnosis and presents a statement indicating illness or disability signed by a physician covering the period for which sick leave is claimed, or
- (3) was preparing for or attending the funeral of a member of the immediate family.

#### 16.9 Sick Leave During Holidays

Paid holidays shall not be considered as part of any period of sick leave, unless the employee is scheduled to work on that holiday.

#### 16.10 Incentive Program

Employees who have used less than four (4) days of sick leave per calendar year may convert three (3) days of sick leave (i.e. 24 hours sick leave) accrued to one (1) day (i.e. 8 hours) accrued annual leave effective January 1<sup>st</sup> of each subsequent calendar year.

#### 16.11 Integration

The Housing Authority will fully integrate State Disability Insurance, Family Temporary Disability Insurance and sick leave. This means that after the deductible period, sick leave will be used conjointly with SDI. This will extend the period that sick leave may be used which will make employees eligible for continued employer payments of medical insurance for a longer period during disability leave.

#### 16.12 Catastrophic Leave

Sick leave credits may be transferred from one or more donating employee to another receiving employee under the following conditions:

- 1) The receiving employee is a permanent full or part-time employee whose participation has been approved by the Executive Director.
- 2) The receiving employee or the receiving employee's spouse or domestic partner, or a direct family member has sustained a life threatening or debilitating illness, injury or condition. (The Executive Director may require that the condition be confirmed by a doctor's report).
- 3) The receiving employee has or will have exhausted all paid time off.



- 4) The receiving employee must be prevented from returning to work for at least thirty (30) days and must have applied for a medical leave of absence.

#### 16.13 Transferring Time

Vacation, compensatory, and holiday time may be transferred. One hour of sick leave can be transferred for every three (3) hours of other types of leave. Donated time will be converted from the type of leave given to sick leave and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. Donations must be for a minimum of eight (8) hours and thereafter in whole hour increments. The total leave credit received by an employee shall normally not exceed three months; however, if approved by the Executive Director, the total leave credits received may be up to a maximum of one (1) year. Approved donations once posted will be irrevocable except in the event of the untimely death of the Catastrophic Leave recipient or family member. In that event, excess leave will be returned to the donating employee on a last-in-first-out basis.

#### Section 17. Bereavement Leave

The Authority agrees that it will grant to all employees, upon notification of the employee's supervisor, two (2) days with pay at his/her regular rate for the purpose of arranging for and/or attending the funeral in the event of a death in the immediate family of such employee. It is understood that "immediate family" shall mean spouse, domestic partner, parents, parents-in-law, child, child of domestic partner, sibling, grandparents, step parents or step children 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.

Additional days of bereavement leave will be charged to the employee's accumulated sick leave or vacation balance, or approved leave without pay.

#### Section 18. Leaves of Absence

##### 18.1 General

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and this Memorandum of Understanding. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification, or equivalent classification in the same department as he/she held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

Total Period of Leave: Except for Disability Leaves as provided above and in Section 18.4 (2) (c) below, no leave of absence or combination of leaves of absence when taken consecutively, shall exceed a total period of twenty-six (26) biweekly pay periods.

Approval of all leaves shall be by the Executive Director, whose decision shall be final.

## 18.2 Benefit Entitlement

Employees on leaves of absence without pay for more than two (2) biweekly pay periods shall not be entitled to payment of the Housing Authority's portion of the premiums for the health, dental, life, or long-term disability insurance, except as provided hereinafter. The entitlement to payment of the Housing Authority's portion of the premiums shall end on the last day of two (2) full biweekly pay periods in which the employee was absent. An employee who is granted a leave of absence without pay for reasons of the employee's illness or accident shall be entitled to two (2) biweekly pay periods of the Housing Authority's portion of the insurance premiums for each year of Housing Authority service, or major fraction thereof, up to a maximum of twenty-six (26) biweekly pay periods payment of premiums.

## 18.3 Seniority Rights and Salary Adjustments

Authorized absence without pay which exceeds twenty-eight (28) consecutive calendar days for either (1) a leave of absence for personal reasons, (2) a leave of absence on account of illness or injury not compensated through Workers' Compensation benefits, or (3) a leave of absence to fill an unexpired term in elective office shall not be included in determining salary adjustment rights, or any seniority rights, based on length of employment.

## 18.4 Job Incurred Disability Leave

### (1) Job Incurred Disability Leave With Pay

- (a) Definition: Job incurred disability leave with pay is an employee's absence from duty with pay because of disability caused by illness or injury arising out of and in the course of his/her employment which has been declared to be compensable under the Workers' Compensation Law.

Only permanent or probationary employees occupying permanent positions are eligible for job incurred disability leave with pay.

- (b) Payment: Payment of job incurred disability leave shall be at the base pay of the employee, and shall be reduced by the amount of temporary disability indemnity received, pursuant to Workers' Compensation Law.
- (c) Application for and Approval of Job Incurred Disability Leave With Pay: In order to receive pay for job incurred disability leave an employee must submit a request on the prescribed form describing the illness or accident and all information required for the Executive Director to evaluate the request. The employee must attach to the request a statement from a physician certifying to the nature, extent, and probable period of illness or disability.

No job incurred disability leave with pay may be granted until after the Housing Authority, the Housing Authority Workers' Compensation Adjuster, or the State Compensation Insurance Fund has declared the illness or injury to be compensable under the California Workers' Compensation Law and has accepted liability.

- (d) Length of Job Incurred Disability Leave With Pay: Eligible employees shall be entitled to disability leave for the period of incapacity as determined by a physician, but not to exceed a maximum of ninety (90) calendar days for

any one illness or injury. Holidays falling within the period of disability shall extend the maximum time allowance by the number of such holidays.

(2) Job Incurred Disability Leave Without Pay

- (a) Definition: Job incurred disability leave without pay is an employee's absence from duty without Housing Authority pay because of disability caused by illness or injury arising out of and in the course of his/her employment which has been declared to be compensable under the Workers' Compensation Law. Only permanent or probationary employees occupying permanent positions are eligible for job incurred disability leave without pay. Such leave is taken after the disabled employee has used up allowable job incurred disability leave with pay, as well as accrued credits for sick leave. At the employee's option, vacation and compensatory time-off accruals may also be used.
- (b) Application for and Approval of Job Incurred Disability Leave Without Pay: In order to receive job incurred disability leave without pay an eligible employee must submit a request on the prescribed form describing the illness or accident and all information required for the Executive Director to evaluate the request. The employee must attach to the request a statement from a physician certifying as to the nature, extent, and probable period of illness or disability.
- (c) Length and Amount of Job Incurred Disability Leave Without Pay: Job incurred disability leave without pay may not exceed twenty-six (26) biweekly pay periods for any one injury. The combined total of job incurred disability leave with pay and job incurred disability leave without pay for one accident or illness may not exceed thirty-two (32) biweekly pay periods. In the event an employee is disabled and is receiving Workers' Compensation benefits this leave may be extended as long as such disability continues.

18.5 Leave of Absence Without Pay

(1) General Provisions

- (a) Qualifying: Only permanent or probationary employees occupying permanent positions are eligible for leaves of absence without pay under the provisions of this Section.
  - (b) Application for and Approval of Leaves of Absence Without Pay: In order to receive leave without pay, an employee must submit a request on the prescribed form describing the reasons for the request and all other information required for the Executive Director, or his/her representative, to evaluate the request.
- (2) Leaves of Absence Without Pay For Non-Job Incurred Illness or Injury: Leaves of Absence without pay on account of illness or injury which are not job incurred may be granted for a maximum period of one year. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from. Such leaves will be granted only after all accrued sick leave credits have been used and shall be substantiated by a physician's statement.

- (3) Leaves of Absence Without Pay for Personal Reasons: Leaves of absence without pay on account of personal reasons (including but not limited to being employed on a full-time basis by the Union(s) signatory to this Memorandum) may be granted for a maximum period of thirteen (13) full biweekly pay periods. Such leaves shall only be granted after all accrued vacation and holiday credits have been used; however, an employee may request in case of personal emergency, including an emergency relating to the non-disability portion of maternity leave, that one (1) week's vacation be retained. The decision of the Executive Director shall be final.
- (4) Parental Leave: An employee/parent of either sex may be granted a leave of absence without pay for the purpose of fulfilling parenting responsibilities during the period of one (1) year following the child's birth, or one (1) year following the filing of application for adoption and actual arrival of child in the home. Such leave shall be for a maximum period of six (6) months, provided however, that an employee who is eligible for and receives up to ten (10) weeks disability leave due to pregnancy shall be eligible for a maximum period of leave under this section of six (6) months plus ten (10) weeks. Use of accrued vacation, sick, compensatory time or holiday credits shall not be a pre-condition for the granting of such parental leave. Employees who must assume custody of a minor will be eligible for parental leave.

#### 18.6 Military Leaves of Absence

The provisions of the Military and Veterans Code of the State of California shall govern military leave of Housing Authority employees.

#### 18.7 Absence Due To Required Attendance in Court

Upon approval by the supervisor, an employee shall be permitted authorized absence from duty for appearance in Court because of jury service, in obedience to subpoena or by direction of proper authority, in accordance with the following provisions:

- (1) Said absence from duty will be with full pay for each day the employee serves on the jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the Finance Officer within fifteen (15) days after receipt, all fees received except those specifically allowed for mileage and expenses.
- (2) Attendance in Court in connection with an employee's usual official duties or in connection with a case in which the Housing Authority is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this Section.
- (3) Said absence from duty will be without pay when the employee appears in private litigation to which the Housing Authority is not a party.
- (4) Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the Finance Officer.

#### 18.8 Absence Without Leave

- (1) Refusal of Leave or Failure to Return After Leave: Failure to report for duty after a leave of absence request has been disapproved, revoked, or canceled by the

appointing authority, or at the expiration of a leave, shall be considered an absence without leave.

- (2) Absence Without Leave: Absence from duty without leave for any length of time without a satisfactory explanation is cause for dismissal. Absence without leave for four (4) or more consecutive days without a satisfactory explanation shall be deemed a tender of resignation. If within thirty (30) days after the first day of absence without leave a person who has been absent makes an explanation satisfactory to the Director of Environmental Management of San Mateo County, the Director may reinstate such person.

#### Section 19. Hospitalization and Medical Care

- 19.1 The Housing Authority shall provide hospital and medical care, dental benefits and vision benefits to employees covered by this Memorandum of Understanding. Family members eligible for coverage shall include spouse, domestic partner, children, children of domestic partner and any other dependent deemed eligible by the Teamsters Managed Trust. The Authority shall pay the full amount of the costs for regular full-time employees and shall pay a pro-rata share of the costs for regular part-time employees. Effective as soon as feasible after adoption of this agreement, the Authority will contract with the Teamster Managed Trust for dental coverage through the M20 plan which provides for Kaiser and PacifiCare. The Authority will pay the full cost of the dental plan through the term of the agreement.

The Housing Authority reserves the right to provide medical insurance benefits under a program other than those currently offered during the term of the Memorandum of Understanding. In the event the Housing Authority exercises this option, the alternative coverage shall be substantially equivalent to the level of benefits in effect as of the date of this Memorandum of Understanding. The Housing Authority shall meet and confer and reach agreement with the Union regarding such alternative coverage prior to the execution date of any provider contract for such coverage.

- 19.2 Unless otherwise provided in this Agreement, employees whose employment with the Housing Authority is severed by reason of retirement during the term of this Memorandum of Understanding shall be reimbursed by the Housing Authority for the unused sick leave at time of retirement as provided in 16.6.
- 19.3 The surviving spouse or domestic partner of an active employee who dies may convert the employee's accrued sick leave to the above specified limits providing that the employee was age 55 or over with at least twenty years (20) of continuous service.

#### 19.4 Out of Area

Retirees who live in areas where neither Kaiser nor Pacific Care coverage is available, and who are eligible for conversion of sick leave credits to a Housing Authority contribution toward health plan premiums, may receive such contribution for an alternate health plan in the area of residence. It is understood that such enrollment shall be the sole responsibility of the retiree. This option must be selected at the time of retirement. Payment to the retiree will require the submission to the Housing Authority of proof of continuous enrollment in the alternate health plan and shall be paid directly to the Health provider.

- 19.5 An employee who has hospital and medical plan coverage as a result of being an eligible dependent of a person employed by either the Housing Authority or elsewhere, may request cash in lieu payment in accordance with the rules of the Teamster Managed Trust.

## Section 20. Dental Care

- 20.1 The Housing Authority shall provide dental care coverage for full time employees and their eligible dependents. The Housing Authority will pay the entire premium at the level of benefits in effect at the date of this MOU. Such benefits include one hundred percent (100%) reimbursement for preventative services and eighty percent (80%) reimbursement for all other services with a twenty-five dollar (\$25.00) deductible per person and a seventy-five dollar (\$75.00) deductible per family of three (3) or more. Effective as soon as feasible after adoption of this agreement, the Authority will contract with the Teamster Managed Trust for dental coverage through the D1 plan which provides for Delta Dental, Pacific Union Dental and Bright Now. The Authority will pay the full cost of the dental plan through the term of the agreement.
- 20.2 The Housing Authority reserves the right to provide dental care benefits under a plan or through a carrier of its choice. In the event the Housing Authority provides new coverage under an alternative dental plan, an orthodontia benefit will be added, provided the total cost of the new plan (including orthodontia) does not exceed the cost of the current dental plan. In the event the Housing Authority exercises its option to provide alternative coverage, such coverage shall be substantially equivalent to the coverage in effect as of the date of this Memorandum of Understanding. The Housing Authority shall meet and confer and reach agreement with the Union regarding such alternative coverage prior to the execution date of any provider contract for such coverage.

## Section 21. Vision Care

The Housing Authority shall provide vision care coverage for full time employees and their eligible dependents. The Housing Authority will pay the entire premium at the level of benefits in effect as of the date of this Memorandum of Understanding. Effective as soon as feasible after adoption of this agreement, the Authority will contract with the Teamster Managed Trust for vision coverage. The Authority will pay the full cost of the vision plan through the term of this agreement.

The Housing Authority reserves the right to provide vision care benefits under a plan or through a carrier of its choice. In the event the Housing Authority exercises this option the alternative coverage shall be substantially equivalent to the coverage in effect as of the date of this Memorandum of Understanding. The Housing Authority shall meet and confer and reach agreement with the Union regarding such alternate coverage prior to the execution date of any provider contract for such coverage.

## Section 22. Life Insurance

- 22.1 Employees shall be covered by life insurance and accidental death insurance as follows:
- The Housing Authority shall provide Twelve Thousand Dollars (\$12,000) of life insurance for each employee.
  - The Housing Authority shall provide an additional Ten Thousand Dollars (\$10,000) of life insurance payable to the employee's beneficiary if the employee's death results from an accident either on or off the job.
- 22.2 Employees, depending on pre-qualification, may purchase additional term life insurance to a maximum of \$300,000 for employee, and \$300,000 for spouse or domestic partner. Applying for additional life insurance will not place an employee's current level of insurability at risk.

### Section 23. Long Term Disability Insurance

The Housing Authority shall continue to provide its present long term income protection plan for permanent employees at no cost to said employees; provided, however, that in order to be eligible for such plan, employees must have been employed by the Housing Authority for three (3) or more years.

### Section 24. State Disability Insurance and Family Temporary Disability Insurance

Employees covered by this Memorandum of Understanding are eligible for benefits pursuant to the State Disability Insurance and Family Temporary Disability Insurance Program.

### Section 25. Retirement Plan

A retirement plan is provided for all permanent employees of the Housing Authority. Participation in the retirement plan is compulsory. Employees will be provided with a handbook explaining the plan and its benefits and will be given a yearly statement of account.

A total contribution of twelve percent (12%) of base salary shall be paid each month to the Retirement Plan for Employees of the Housing Authority of San Mateo County (403(b) plan). The Authority will contribute nine percent (9%) and the employee will contribute three percent (3%). As soon as feasible after adoption of this Agreement, the employer will take steps to change the Employee contribution to pre-tax.

After five years; ten years and fifteen years of full time service the Housing Authority will pay into the retirement plan on behalf of each eligible employee a greater percentage of the total in accordance with the following schedule:

- After the equivalent of 5 years of full time service (10,400 hours), the employer contribution shall be 9.6% and the employee contribution will be 2.4%.
- After the equivalent of 10 years of full time service (20,800 hours), the employer contribution shall be 10.2% and the employee contribution will be 1.8%.
- After the equivalent of 15 years of full time service (31,200 hours), the employer contribution shall be 10.5% and the employee contribution will be 1.5%.

A summary plan description is available in Human Resources.

### Section 26. Probationary Period

- 26.1 Probationary employees shall undergo a probationary period of six (6) months. Individual probationary periods may be extended with good cause upon request of the supervisor and concurrence of the Executive Director; however, no probationary period shall exceed one year. If an employee is incapacitated due to medical conditions and is reassigned to work that is not part of the employee's normal duties, the probation period for the primary job will be extended for the duration of the reassignment. The employee shall be notified of the probationary extension at the time of the reassignment.

Probationary periods shall be automatically extended by any leave of absence which exceeds 10 working days, by the length of such leave and provided such extension is in full pay period increments.

Time worked by an employee in a temporary or provisional status shall not count towards completion of the probationary period. The probationary period shall start from the date of probationary appointment. Probationary employees in permanent part-time positions shall be credited with that proportion of full-time employment which they work in a probationary status.

- 26.2 An employee who is not rejected prior to the completion of the prescribed probationary period shall acquire permanent status automatically. Former permanent employees appointed from a reemployment eligible list shall be given permanent appointments when reemployed. Permanent employees who are involuntarily demoted to lower classifications shall be given permanent appointments in the lower classifications.
- 26.3 An employee who is laid off and subsequently appointed as a result of certification from a general employment eligible list to a position in a different classification than that from which laid off shall undergo the probationary period prescribed for the class to which appointed. Former probationary employees whose names were placed on a reemployment eligible list before they achieved permanent status shall start a new probationary period when appointed from a reemployment eligible list.
- 26.4 The appointing authority may terminate a probationary employee at any time during the probationary period without right of appeal in any manner and without recourse to the procedures provided in Section 31 (Grievances) hereof, except when the employee alleges, and substantiates in writing that the termination was due to discrimination prohibited by county, state or federal statutes or regulations. If discrimination is alleged, the appeal or grievance shall be decided solely on the basis of whether or not the termination was due to discrimination; and unless it is determined that there was discrimination, the person or persons hearing the appeal or grievance shall not substitute their judgment for that of the appointing authority. In case of rejections during probationary periods, employees shall be given written notice, with reasons therefore, at once.
- 26.5 Permanent employees who transfer to another position in the same classification shall not be required to undergo a new probationary period in the position into which transferred.

## Section 27. Hiring, Promotion, Transfer

### 27.1 Filling of Vacancies.

The Executive Director will determine whether a vacant position is to be filled and will choose the procedure to be used in filling vacant positions. Once this determination has been made, all vacancies will be posted for ten (10) days; the posting notice will describe the vacant position and the procedure for filling it. If the vacancy is to be offered for transfer applications, no examination will be required other than as may be required under subsection 26.2(d) and the selection of an employee to fill the vacancy will be made from those who apply for the transfer. If the transfer is a lateral one to another position in the employee's current classification, no examination will be required.

If the vacant position is to be filled by promotional only examination, all eligible employees may apply, an examination will be held and the Executive Director may appoint from the eligible list. In the event that only one applicant meets the minimum qualifications for the vacant position, no examination of the one applicant will be required but appointment in such a case is not automatic and the Executive Director may direct an open and promotional examination.



## 27.2 Examinations

- (1) Open Examinations: Any person who meets the minimum qualifications for the job classification may compete.
- (2) Promotional Examinations: Permanent and probationary employees who have served at least six months in such status prior to the date of the examination are eligible to compete. Persons who have been laid off and whose names are on a reemployment list are also eligible provided they had served at least six (6) months prior to lay off.
- (3) Qualifying Examinations: Qualifying examinations may be given to probationary and permanent Housing Authority employees for specifically designated position reclassifications, transfers, and demotions.
- (4) Veterans preference shall not apply to promotional examinations.

## 27.3 Promotional Eligible Lists

- (1) Promotional Eligible Lists: The names of applicants successful in promotional examinations shall be placed on general promotional eligible lists for the classifications examined.
- (2) If, at the time of termination, an employee's name appears on a promotional eligible list, his/her name shall be removed from the promotional list and placed on the open general eligible list for that classification in accordance with his/her final score.

## 27.4 Probationary Period

Permanent employees who are promoted to a higher classification shall undergo the probationary period prescribed for the higher classification, but shall have the right to demote to their former classification if a vacancy in their former classification exists. If no vacancy exists, such employees shall displace the least senior employee as determined by Section 11. If no less senior position exists, then the employee shall be removed from Housing Authority service.

## Section 28. Part-Time Positions Which Become Full-Time

When the workload increases so that a part-time position becomes full-time, the Executive Director may at his/her sole discretion, certify that part-time employee to a full-time position.

## Section 29. Personnel Files

Each employee shall have the right to inspect and review any official record relating to his/her performance as an employee or to a grievance concerning the employee which is kept or maintained by the Housing Authority. The contents of such records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the Housing Authority. The employee's designated representative may also review the personnel file with specific written authorization from the employee.

The Housing Authority shall provide an opportunity for the employee to respond in writing, or personal interview, to any information about which he/she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's permanent personnel record.

At or before time of placement, employees shall be given copies of all letters or memoranda concerning the employee's job performance which are to be placed in the employee's official personnel file(s).

Employees may request in writing to the Executive Director that disciplinary letters and letters of reprimand which are two (2) or more years old be removed from the employee's personnel file provided that:

- (1) There are no subsequent infractions of a similar nature during said two (2) years.
- (2) The employee has not been notified in writing of pending disciplinary action at the time the written request to remove said disciplinary letters and letters of reprimand is received by the Executive Director.

This Section does not apply to the records of an employee relating to the investigation of a possible criminal offense or to letters of reference; provided, however, that pre-employment reference materials obtained in confidence shall be removed from official personnel files after one (1) year of continuous Housing Authority employment.

With regards to the investigation of a possible criminal offense, if such investigation leads to neither conviction nor to disciplinary action, reference to the investigation shall be removed from the employee's personnel file. If the criminal investigation results in conviction and/or disciplinary action any reference to the investigation which may be in the employee's personnel file will be retained and will be subject to inspection pursuant to this Section.

#### Section 30. Pay for Work Out of Classification

When an employee has been assigned in writing by the Executive Director or designated representative to perform the work of a permanent position having a different classification and being paid at a higher rate, and if he/she has worked in such classification for more than five (5) consecutive workdays, he/she shall be entitled to payment for the higher classification, starting on the sixth (6th) workday and continuing during the period of temporary assignment, under the conditions specified below:

- (1) The assignment is caused by the temporary or permanent absence of the incumbent;
- (2) The employee performs the duties regularly performed by the absent incumbent, and these duties are clearly not included in the job description of his/her regular classification.

No employee shall be required to regularly perform duties of a position outside of the classification to which appointed. However, employees may be temporarily assigned duties outside their classification.

Any employee may request to have their job evaluated with regard to appropriate classification and pay; Housing Authority to provide reclassification standard request form.

## Section 31. Disciplinary Action

31.1 The Executive Director may dismiss, suspend or demote any employee for cause.

### 31.2 Causes for Dismissal, Suspension or Demotion

All Housing Authority employees must conduct themselves in such a manner that the work of their department is effectively accomplished. This includes observing the requirements of courtesy, consideration, and promptness in dealing with the public. All employees are expected to cultivate personal qualities which characterize good public service.

Disregard of these precepts may result in either demotion, suspension, dismissal, or other disciplinary action. Some of the causes for such action include, but are not limited to:

- (1) Commitment or conviction of any criminal act;
- (2) Disorderly or immoral conduct. Disorderly or immoral conduct means any behavior which disrupts the orderly operation of the Housing Authority or which is in conflict with community standards of acceptable conduct in the workplace;
- (3) Incompetence or inefficiency. Incompetence or inefficiency means want of ability suitable to the work either as regards natural qualities or experience or deficiency of disposition to use one's ability and experience properly, or failure to continue to perform at an acceptable level;
- (4) Insubordination. Insubordination means that the employee, having then the ability to do a reasonable act which he/she is directed to do by an officer or employee of the Housing Authority with the authority to direct his/her activities on the job, willfully fails or neglects to perform the directed act;
- (5) Intoxication while on duty;
- (6) Neglect of duty;
- (7) Negligence or willful damage to public property or waste of public supplies and equipment;
- (8) Excessive, unexcused or unreported absenteeism and/or tardiness;
- (9) Violation of any of the Housing Authority's Policies and Procedures;
- (10) Conduct in violation of the requirement for a drug-free workplace.

### 31.3 Notice

A regular employee shall be given not less than five (5) days notice of disciplinary action. In situations where immediate disciplinary action is deemed appropriate by the Director, a shorter period of notice may be approved by the Director. The notice shall give the grounds for disciplinary action.

The Executive Director or designee shall give written notice (Skelly Notice) of intent to suspend, demote or terminate an employee. Such notice must be served on the employee

in person or by certified or registered mail prior to the disciplinary action becoming effective and shall include:

- (a) Statement of the nature of the intended disciplinary action(s);
- (b) Effective date of the action(s);
- (c) Statement of the cause thereof;
- (d) Statement of the specific acts or omissions upon which the cause is based;
- (e) Statement advising the employee of his/her right to respond to such intended action and the right to representation;
- (f) Statement that documentary evidence supporting the proposed disciplinary action(s) is available for review by the employee.

#### 31.4 Skelly Hearing

After the Skelly notice has been issued and prior to the disciplinary action being initiated, the Executive Director or designee shall conduct a Skelly hearing upon the request of the affected employee. 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, modify or rescind the intended action as a result of the Skelly hearing.

#### 31.5 Disciplinary Grievances

Any employee may file a grievance in accordance with subsection 31 of this Memorandum of Understanding subsequent to a disciplinary action. A grievance appealing a demotion, suspension or dismissal of an employee must be filed in writing with the Executive Director within twenty (20) workdays of the effective date of such disciplinary action or the right of appeal is lost.

### Section 32. Grievances

32.1 A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding which specifically provide that the decision of any Housing Authority official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

32.2 Grievances shall be processed in the following manner:

(a) Step 1. Supervisor

Any employee who believes that he/she has a grievance may discuss his/her complaint with his/her supervisor. If the issue is not resolved, or if the employee elects to submit his/her grievance directly to the Union, the procedures hereinafter specified may be invoked, provided, however, that all complaints involving or concerning the payment of compensation shall be in writing to the Executive Director.

(b) Step 2. Executive Director

Any employee or any official of the Union may notify the Executive Director in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. Such notification must be received within twenty (20) workdays from the date of the employee's knowledge of

an alleged grievance. The Executive Director or his/her designated representative, who in the case of a grievance alleging discrimination shall be the Affirmative Action Coordinator, shall have twenty (20) workdays in which to investigate the merits of the complaint, to meet with the complainant and, if the complainant is not the Union, to meet also with the officials of the Union, and to settle the grievance. No grievance may be processed under paragraph (c) below which has not first been filed and investigated in accordance with this paragraph (b).

(c) Step 3. Director of the Division of Housing

If the issue is not resolved during Step 2 above, the grievant or the Union may notify the San Mateo County Director of the Division of Housing that a grievance exists, stating the particulars of the grievance and the nature of the determination desired. Such notification must be received by the Director of the Housing Division within twenty (20) workdays after the day that the employee was notified of an unfavorable determination at Step 2. The Director of the Division of Housing shall have twenty (20) workdays in which to investigate the merits of the complaint and advise all parties to the grievance of his/her findings on the complaint.

(d) Step 4. Adjustment Board

If during Step 3 above the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, the Union or the grievant shall give notice to the Executive Director that such grievance shall be submitted to an Adjustment Board.

Such notification must be received by the Executive Director of the Housing Authority within 20 work days after the day the employee was notified of an unfavorable determination at Step 3. The Adjustment Board will be comprised of three (3) Union representatives, no more than two (2) of whom shall be either an employee of the Housing Authority or an elected or appointed official of the Local Union presenting this grievance, and three (3) representatives of the Housing Authority, no more than two (2) of whom shall be either an employee of the Housing Authority or a member of the staff of any organization employed to represent the Housing Authority in the meeting and conferring process. By mutual agreement, the composition of the Adjustment Board can be modified. Adjustment Boards shall be convened within twenty (20) work days from the date notification from the employee is received by the Executive Director.

(e) Step 5. Arbitration

If an Adjustment Board is unable to arrive at a majority decision, either the Union or the Housing Authority may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Executive Director. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the Union and the Housing Authority. Each party, however, shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

32.3 Scope of Adjustment Board and Arbitration Decisions

- (1) Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto.
- (2) No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit

represented by the Union which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in subsection 30.1.

- (3) Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.
- (4) If the Executive Director pursuant to the procedures outlined in subsection 30.2 (b) above, or the Adjustment Board pursuant to the provisions of subsection 30.2 (d) above resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.

#### 32.4 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Executive Director. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process if not detailed in the Memorandum of Understanding which results from such meet and confer process shall be deemed withdrawn until the meet and confer process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.

No change in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the Housing Authority and the Union.

#### 32.5 No Strike

The Union, its members and representatives, agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the Housing Authority, nor to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

In the case of a legally declared lawful strike against a private sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his/her supervisor prior to leaving the picketed location, and provided further that an employee may be required to cross a picket line where the performance of his/her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

### Section 33. Performance Evaluations

The Executive Director has established a system for evaluating the performance of the employees of the Housing Authority which shall apply to all regular and probationary employees. Regular employees will be given a performance evaluation on an annual basis. Probationary employees will be evaluated every three (3) months unless the probationary period has been extended in which case they will be evaluated monthly.

A draft performance evaluation report shall be completed by the employee's immediate supervisor. The immediate supervisor shall review the draft with the employee and provide a copy of the draft, informing the employee that he/she has ten (10) working days to provide a written or oral response. Upon receipt of such response within the ten-day period, the supervisor will consider the information provided and produce a final evaluation, providing a copy to the employee.

Regular employees may submit a written request for an appeal of below standard evaluations by the Executive Director or his/her designee who is to be a management employee other than the employee's immediate supervisor. Such a request for review must be filed within ten (10) working days of receipt of the final below standard evaluation report.

Employees who receive below standard evaluations shall not be eligible for merit increases until the performance is raised to standard. Such employees shall receive monthly performance evaluations until the performance is raised to standard or the employee is terminated.

### Section 34. Educational Incentive Program

The Housing Authority has an Educational Incentive Program to provide an opportunity to all employees for growth by the successful completion of approved courses in adult education, higher education, workshops, and inservice education. This is an on-going program of education and study to allow employees to improve skills and on-the-job effectiveness for the benefit of the Housing Authority and its employees. Any bonafide course which relates to the position currently occupied by the employee or to positions he or she may reasonably expect to occupy at some future date with the Housing Authority may qualify for this program. All courses must be approved in advance by the Executive Director and reimbursement will only be made upon satisfactory completion of the course (a grade of "C" or better).

The Housing Authority will pay the cost of tuition and required books for all courses taken by employees under this program up to a maximum of \$325 reimbursement per course. Depending on the availability of funds, limits may be placed on the amount to be reimbursed.

### Section 35. Workloads

Other than for temporary exceptions as determined by the Executive Director, the Housing Authority shall make every effort to make workloads of all employees in the same classification equitable.

### Section 36. Video Display Terminals

When establishing a new Video Display Terminal (VDT) workstation or modifying an existing VDT workstation, the Housing Authority will follow the guidelines of the current American National Standards Institute for Human Factors Engineering of Visual Display Terminal Workstations (ANSI).

Employees who are continuous VDT users for four (4) or more hours per work day shall have work breaks of at least ten (10) minutes for every two (2) hours of continuous VDT operation.

Continuous VDT users as defined above may request a modification of assignment due to pregnancy.

Continuous VDT users as defined above shall receive an annual eye examination and an initial eye examination prior to assignment as a continuous VDT operator. Such examinations will be conducted on Housing Authority time and the employee's vision plan will be utilized to pay for any VDT-specific corrective eyeglasses needed. Any excess cost not covered by the employee's vision plan will be reimbursed by the Housing Authority upon written proof of purchase and medical verification.

### Section 37. Access Keys

The Authority agrees to develop a written policy regarding access keys or codes to any and all Authority facilities. The Authority will meet and confer with the Union prior to implementation of such policy.

### Section 38. Separability of Provisions

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

### Section 39. Past Practices and Existing Memoranda of Understanding

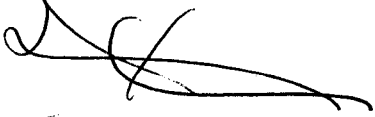
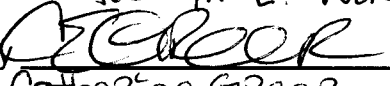
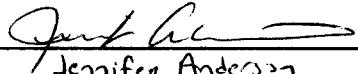
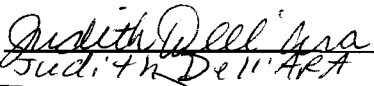
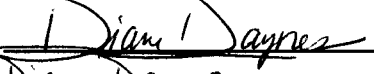
Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the Board of Supervisors/Board of Commissioners is not guaranteed by this Memorandum of Understanding.



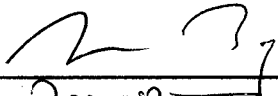
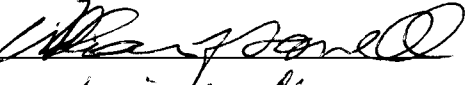

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF SAN MATEO HOUSING AUTHORITY  
AND  
AFSCME Local 829**

The parties agree to review and update the list of classifications represented by the union during the term of this Agreement.

**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES  
LOCAL 829**

By  Jocelyn L. Ward	Dated <u>3-12-07</u>
By  Catherine Greer	Dated <u>3-12-07</u>
By  Jennifer Anderson	Dated <u>3/12/07</u>
By  Judith Dell'Arcia	Dated <u>3/12/07</u>
By  Diane Daynes	Dated <u>3/12/07</u>

**THE COUNTY OF SAN MATEO HOUSING AUTHORITY**

By  DIRECTOR	Dated <u>3/12/07</u>
By  GAIL Carr	Dated <u>3/12/07</u>
By  Chas Mercurio	3/12/07

**Exhibit A**  
**HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO**  
**Salary Schedule for Represented Employees 2/2007 to 2/2008**

CLASSIFICATION	EFFECTIVE	BI- WEEKLY	BI- WEEKLY	BI- WEEKLY	BI- WEEKLY	BI- WEEKLY
TITLE	DATE	STEP-A	STEP-B	STEP-C	STEP-D	STEP-E
<b>EXECUTIVE</b>						
PUBLIC SERVICES ASST	2/11/2007	1244.80	1316.00	1392.00	1471.20	1556.00
	2/10/2008	1257.20	1329.20	1406.00	1486.00	1571.60
SENIOR PUBLIC SERVICES ASST	2/11/2007	1338.00	1414.40	1495.60	1581.20	1672.00
	2/10/2008	1351.40	1428.60	1510.60	1597.00	1688.80
<b>FINANCE</b>						
ACCOUNTING ASSISTANT I	2/11/2007	1255.20	1327.60	1403.20	1484.00	1558.00
	2/10/2008	1267.80	1340.80	1417.20	1498.80	1573.60
ACCOUNTING ASSISTANT II	2/11/2007	1394.60	1475.20	1559.20	1649.00	1743.60
	2/10/2008	1408.60	1490.00	1574.80	1665.40	1761.00
SENIOR ACCOUNTING ASST	2/11/2007	1499.40	1585.60	1676.40	1772.80	1874.20
	2/10/2008	1514.40	1601.40	1693.10	1790.60	1893.00
ACCOUNTANT I	2/11/2007	1872.40	1979.40	2093.40	2213.40	2340.20
	2/10/2008	1891.20	1999.20	2114.40	2235.60	2363.60
ACCOUNTANT II	2/11/2007	2080.00	2199.20	2325.60	2459.20	2600.00
	2/10/2008	2100.80	2221.20	2348.80	2483.80	2626.00
SECRETARY	2/11/2007	1712.80	1811.00	1914.60	2024.60	2141.20
	2/10/2008	1730.00	1830.00	1933.80	2044.80	2162.60
<b>HOUSING PROGRAMS</b>						
FSS COORDINATOR	2/11/2007	1973.00	2085.40	2205.40	2333.00	2465.60
	2/10/2008	1992.80	2106.20	2227.40	2356.40	2490.20
HOUSING OCCUPANCY SPECIALIST I	2/11/2007	1793.00	1896.00	2005.20	2119.40	2240.40
	2/10/2008	1811.00	1915.00	2025.20	2140.60	2262.80
HOUSING OCCUPANCY SPECIALIST II	2/11/2007	1973.20	2085.40	2205.40	2333.00	2465.60
	2/10/2008	1993.00	2106.20	2227.40	2356.40	2490.20
HOMEOWNERSHIP COORDINATOR	2/11/2007	1973.20	2085.40	2205.40	2333.00	2465.60
	2/10/2008	1993.00	2106.20	2227.40	2356.40	2490.20
<b>ELIGIBILITY TECHNICIAN I</b>						
HOUSING SVCS SPECIALIST I (10/24/04)	2/11/2007	1598.00	1689.20	1786.00	1890.20	1997.40
	2/10/2008	1614.00	1706.00	1803.80	1909.20	2017.40
<b>ELIGIBILITY TECHNICIAN II</b>						
HOUSING SVCS SPECIALIST II (10/24/04)	2/11/2007	1758.40	1859.40	1965.60	2079.00	2198.00
	2/10/2008	1776.00	1878.00	1985.20	2099.80	2220.00
<b>SENIOR ELIGIBILITY TECHNICIAN</b>						
HOUSING SVCS SPECIALIST III (10/24/04)	2/11/2007	1908.80	2018.40	2134.40	2256.80	2386.40
	2/10/2008	1927.80	2038.60	2155.80	2279.40	2410.20

## LETTER OF UNDERSTANDING

### Retiree Health Savings Account and Review of Existing Benefit Plans

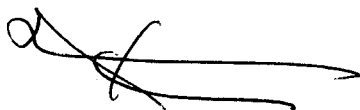
The Union and the Housing Authority agree to jointly explore and review the feasibility of establishing a Retiree Health Saving Account.

Additionally, the parties agree that during the term of this agreement, the Authority may review all existing benefit plans such as life insurance, long term disability insurance and the retirement plan to determine if a new provider can provide the same or substantially same benefit at a lower cost. The Authority and Union will meet and confer and reach agreement prior to the change in any such benefit plan.

Two representatives of the Union will be released from work to participate in meetings to interview, review and make recommendations for changes to providers. Such participation is not a substitute for the meet and confer process but is to insure early employee and Union input into the process.

#### APPROVED AND ACCEPTED:

AFSCME, LOCAL 829



By \_\_\_\_\_

Dated 3.12.07

HOUSING AUTHORITY OF  
SAN MATEO COUNTY

  
By \_\_\_\_\_

Dated 3/12/07

## LETTER OF UNDERSTANDING

### Hardship Fund

San Mateo Housing Authority agrees to establish a hardship fund for the reimbursement of employees who are adversely affected by the change in Office visit co-pays to \$20 as of March 1, 2007.

Each year in December, each employee covered by this Memorandum of Understanding shall be entitled to reimbursement of Office visit co-pays in the following manner:

Employee only – After the first 10 Office visits in a calendar year, the employee is entitled to reimbursement of \$10 per Office visit up to a maximum of \$100 each year.

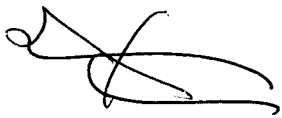
Employee plus one - After the first 20 (combined) Office visits in a calendar year, the employee is entitled to reimbursement of \$10 per Office visit up to a maximum of \$200 each year.

Employee plus family - After the first 30 (combined) Office visits in a calendar year, the employee is entitled to reimbursement of \$10 per Office visit up to a maximum of \$300 each year.

Payment will be made in December of each year upon submission of proof of payment. The Authority will issue procedures for submission of proof.

### APPROVED AND ACCEPTED:

AFSCME, LOCAL 829

By  \_\_\_\_\_

Dated 3-12-07

HOUSING AUTHORITY OF  
SAN MATEO COUNTY

By  \_\_\_\_\_

Dated 3/12/07

## LETTER OF UNDERSTANDING

### Regular Joint Labor Management Meetings

The San Mateo Housing Authority agrees to continue to hold regular Joint Labor Management Meetings in order to foster good labor relations between the Housing Authority and the Union and to foster better communications with employees and their representatives.

Additionally, the Authority agrees to meet with Union representatives quarterly during the term of this agreement regarding the state of the finances of the Housing Authority. The Authority agrees to provide national updates on federal funding, solicit information from the national AFSCME offices regarding federal budget information and to provide a forum for questions and answers to employee and Union questions and concerns about the budgeting process.

#### APPROVED AND ACCEPTED:

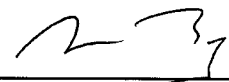
AFSCME, LOCAL 829



By \_\_\_\_\_

Dated 3.12.07

HOUSING AUTHORITY OF  
SAN MATEO COUNTY

  
By \_\_\_\_\_

Dated 3/12/07