SAN JOAQUIN HOUSING AUTHORITY EMPLOYEES' ASSOCIATION

and

SAN JOAQUIN HOUSING AUTHORITY MANAGEMENT ASSOCIATION

HOUSING AUTHORITY OF THE COUNTY OF SAN JOAQUIN

MEMORANDUM OF UNDERSTANDING

October 1, 2021, through September 30, 2026

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MEMORANDUM OF UNDERSTANDING
between
HOUSING AUTHORITY OF THE COUNTY OF SAN JOAQUIN
and
SAN JOAQUIN HOUSING AUTHORITY EMPLOYEES' ASSOCIATION

PREAMBLE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into in the City of Stockton, County of San Joaquin, State of California, and made effective on October 1, 2021, by and between the Housing Authority of the County of San Joaquin, hereinafter called the "Authority" and the San Joaquin Housing Authority Employees' Association and San Joaquin Housing Authority Management Association, hereinafter collectively referred to as the "Association". This MOU constitutes a mutual recommendation to be jointly submitted to the Board of Commissioners and the represented employees and management. It is agreed that this MOU shall not be binding upon these parties unless and until said Board and employees act, by majority vote, and formally approve said MOU; and thereafter enact necessary amendments or resolutions, required to implement the full provisions hereof.

WHEREAS, it is recognized that the Authority is a public body, corporate and politic, organized and existing under and pursuant to the laws of the State of California; and

WHEREAS, the Authority upon execution of this MOU continues to recognize the Association as the exclusive representative for those employees included in the classifications of employment designated herein; and

WHEREAS, the parties desire to continue to provide the best possible service to the residents of its developments and to the public and the best possible working conditions for its employees consistent with efficient and economical operations; and

WHEREAS, the former MOU between the Authority and the Association, dated October 1, 2016, expired on September 30, 2021. The parties now desire to enter into a new MOU. This MOU shall be made effective from October 1, 2021, and continue through September 30, 2026; and

WHEREAS, the Authority and the Association do herein agree and continue to maintain the San Joaquin Housing Authority Employees' Association and San Joaquin Housing Authority Management Association as separate units for the Associations" internal purposes, they have further agreed that for purposes of negotiations and this Agreement these respective units shall be treated as one and the same and that this Agreement shall govern said parties;

WHEREAS, this MOU is subject to all existing laws of the State of California, the

Federal government, and regulations of the Department of Housing and Urban Development. The Authority and the Association unless otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby.

WHEREAS, it is understood and recognized by the Association membership and Authority that the current economic climate, and the considerable loss of funding which is projected to continue, may require the Authority to initiate future cost cutting measures including, but not limited to, salary freezes, furloughs, layoffs and reduction in benefits and salaries;

WHEREAS, it is agreed that the Authority may implement cost cutting measure including, but not limited to, salary freezes, furloughs, layoffs and reduction in benefits and salaries, if there is at least a three (3) percent reduction in eligible funding beginning after October 1, 2024;

WHEREAS, it is agreed that the parties shall reopen the contract, limited to salary adjustments, if there is an increase to the CPI-U Index greater than three (3) percent beginning and after October 1, 2024; and

WHEREAS, the specific terms and conditions set forth herein have been mutually agreed upon by the designated representatives of the Authority and the Association, respectively, and the signatories hereto are the official representatives of the Authority and the Association, respectively.

NOW, THEREFORE, the parties agree with each other as follows:

SECTION 1
RECOGNITION AND EMPLOYMENT STATUS

A. Recognition: The Authority hereby recognizes the Association as the exclusive bargaining representative subject to their individual right to represent himself/herself as provided in California Government Code Section 3502 for the purpose of negotiating salaries, hours of work, fringe benefits, and working conditions for all permanent full-time and probationary full-time employees within the bargaining unit included in the following classifications:

Accounting Clerk
Assistant Administrative Analyst
Accounting Specialist
Family Self Sufficiency Coordinator
Family Self Sufficiency Coordinator Lead
Labor Mechanic
Leasing Specialist
Operator

Maintenance Foreman
Maintenance Technician
Maintenance Worker
Program Assistant
Quality Control Assistant
Quality Control Auditor
Seasonal/Groundkeeper
Electrician
Office Assistant

B. Cooperation: Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of San Joaquin County.

C. Employment Status: The following are the definitions and types of status for employees covered by this MOU:

1. Permanent – The status of an employee who has been lawfully retained in a classification and completion of the probationary period.

2. Probationary – A "new" employee who has been appointed to a classification, which is allocated by the Authority as a current, budgeted position, but has not completed the required probationary period. Upon successful completion of said probationary period, an employee shall be granted permanent status unless his/her probationary period is extended up to an additional six (6) months by the Executive Director. The definition of "probationary" employee does not include promotion of "permanent" employee and does not include "temporary" employees.

SECTION 2
EXISTING LAWS, REGULATIONS AND POLICIES

This MOU is subject to all existing laws of the State of California, the federal government, and regulations of the Department of Housing and Urban Development as now or hereafter enacted. The Authority and the Association unless otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby.

SECTION 3
NON-DISCRIMINATION

A. Association Membership: No member, official or representative of the Association shall, in any way, suffer any type of discrimination in connection with continued employment, promotion, or otherwise, by virtue of membership in or representation of the Association.

B. Non-Discrimination: In accordance with applicable Federal and State law, the Authority and the Association agree not to discriminate against any employee covered

by this MOU on the basis of sex, gender, race, national political or religious opinions or affiliations, color, creed, national origin, age, disability status, marital status, medical condition, sexual orientation or other factors not related to successful performance of job.

SECTION 4
AUTHORITY RIGHTS

A. Management Rights: The Association recognizes that there are functioning powers and responsibilities exclusively vested in the Authority's right to manage the complete operations including, but not limited to, determining the methods and process of accomplishing the Authority's work; to hire, transfer, retain, discharge, demote or promote employees, to lay off employees for lack of work or funds; to establish schedules of work; to establish standards of work; to establish, modify, combine, or abolish job classifications; to assign work; to establish safety and other rules governing the operation of the Authority and the conduct of the employees; and to take any action to carry out its mission in emergencies. This provision shall be subject to such limitations thereon as is set forth elsewhere in this MOU.

B. Personnel Policy and Procedures: It is recognized that the rules, regulations and provisions set forth in the Authority's "Personnel Policy and Procedures" are necessary for efficient operation and that willful infraction of these rules could constitute just cause for discharge or other disciplinary action. No change in the "Personnel Policy and Procedures" at any time promulgated or enforced by the Authority shall be valid if it violates any provision set forth in this MOU during the term of this MOU. In the event of any conflict between the terms and conditions of this MOU and the "Personnel Policy and Procedures", the provisions of this MOU shall be controlling.

C. Personnel Policy and Procedure Changes: In the event the Authority proposes additions, deletions, or changes in the Personnel Policy which would alter or change the continued employment or working conditions of employees within the bargaining unit, it will notify the Association at least ten (10) Working Days prior to submission of an action item to the Board of Commissioners for consideration and potential approval of Authority proposal on the above matters. It is recognized that this MOU takes precedence over the Personnel Policy and Procedures of the Authority where there is a conflict. Notification shall include email deliveries to employee Authority email sites and the posting of the Agenda for the Board of Commissioners.

D. Personnel Records: The original or a copy of all material which reflects on an employee or on an employee's performance shall immediately be inserted in the employee's file, and the employee shall be notified accordingly. The employee will be immediately provided a copy of any material placed in said employee's file. The personnel records maintained by the Authority shall be available during business hours for inspection by the employee or a representative as authorized in writing by the employee.

E. Rules and Regulations: The Authority shall have the right to make such reasonable rules and regulations respecting the conduct of employees, not in conflict with this MOU, as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations. Any complaint relative to the reasonableness of any such rule established or any complaint relative to the discriminatory application thereof may be considered a grievance and subject to the grievance procedures contained in this MOU.

F. Notification of Changes: The Authority shall make reasonable effort to acquaint employees with work rules and emergency directives such as federal, state and local COVID-19 orders. Any change in work rules initiated or established by the Authority shall be posted on the bulletin boards ten (10) Working Days and may be emailed prior to their effective date, except in emergency situations. Such notices may be removed after forty-five (45) days from the effective date.

SECTION 5
ASSOCIATION RIGHTS

A. Association Representatives: The Association may, by written notice to the Executive Director, designate five (5) of its members within the representation units as Directors, one of who will be designated as the Association President. Association Directors may investigate and discuss grievances in their work areas during working hours with no loss of pay or benefits, provided, however they first secure the permission of their immediate supervisor. Such permission shall not be unreasonably withheld. The Association President or Vice President may assist with grievances in any and all work areas with prior notification to the immediate supervisor. Such permission shall not be unreasonably withheld. Employee members of the Association's Bargaining Committee with permission of the Department head will be allowed to absent themselves from duty for reasonable periods of time, without loss of pay, for the purpose of preparing for and participating in contract negotiations. Such permission shall not be unreasonably withheld.

B. Association Access: The business agent or designated representative of the Association shall be allowed to visit the Authority work sites for the purpose of adjusting grievances and ascertaining that this MOU is being adhered to. Such entry shall only be made after first reporting to a management representative. Such privilege shall be exercised reasonably and with minimum interference with work.

C. Impasse Procedure: If, in negotiating a new, modified or amended MOU to become effective on or after the expiration of the instant MOU or of succeeding MOU's an impasse should occur between the parties, within ten (10) Working Days, it is agreed that they will invoke the procedure of mediation in an attempt to resolve the impasse. However, during that same ten (10) Working Day period, the parties agree to meet and confer in good faith attempt to resolve any dispute including extending this meet and confer period and/or the instant MOU.

The mediator shall be selected promptly. However, if the parties cannot agree upon a mutually acceptable mediator, within five (5) calendar days, they shall request the State Mediation and Conciliation to assign a mediator from its staff to aid them. A mediator may be disqualified by mutual agreement of the parties.

The mediator shall, immediately after his selection or designation, attempt to obtain a fair and speedy resolution of the impasse. He shall consider all aspects of the matters in disagreement and may provide both procedural and substantive suggestions and suggested alternatives to the parties. Any suggestions of the mediator shall be advisory only, shall be given in confidence and shall be kept confidential by the parties.

The fees and expenses of the mediator, if any, shall be born equally by the Authority and the Association. No other joint expenses shall be incurred except by mutual agreement of the parties.

This section shall also apply as provided for elsewhere in this agreement and where mutually agreed to otherwise.

D. Communication: Authorized representatives of the Association shall be allowed to post Association notices on bulletin boards maintained on Authority premises.

E. Association-Management Meetings: Association officials and the Executive Director or his/her designee shall meet at least quarterly for purposes of discussing matters of mutual concern.

F. Release Time: In connection with contract negotiations, unless otherwise agreed, the employee members of the bargaining committee will not exceed three (3) persons. Employee members of the Association's bargaining committee, with permission of the Department Head, will be allowed to absent themselves from duties for reasonable periods of time, without loss of pay, for the purpose of preparing for and participating in contract negotiations. Such permission shall not be unreasonably withheld.

SECTION 6
AGENCY SHOP

A. Notification: Whenever a person is hired in any of the job classifications set forth herein, the Authority shall notify the new employee that the Association is the recognized bargaining representative for employees in that classification.

B. Availability of MOU: Both the Authority and the Association agree to keep duplicate originals of this MOU on file in a readily accessible location, available for inspection by any employee or member of the public upon request.

C. New Employees: Association as the employee organization recognized as the exclusive or majority bargaining representative for employees, has the exclusive privilege for union dues deduction for all employees covered by this Agreement.

Association agrees that it has a 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 Association.

D. Voluntary Dues Payments: Upon certification to the Authority by the Association in writing, the Authority will deduct the appropriate amount for payment of union dues or other Association-sponsored program from the employee's pay as established and as may be changed from time to time by the Association and remit such amounts to the Association.

E. Association shall also certify in writing to the Authority that it has and will maintain individual employees' signed authorizations for such deductions.

F. Association shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

G. Any initiation or change in such authorized deductions must be timely noticed by the Association in writing to the Authority.

H. Association represents that the collection, administration and use of dues payments shall be in conformance with the law.

I. Association shall defend, indemnify and hold harmless the Authority and its commissioners, officers, employees and/or agents from and against any and all claims, demands, losses, defense costs, suits, and other action or liability of any kind or nature arising from this section, including claims for or related to employee authorizations, revocations, deduction made, cancelled, or changed in reliance on the Association's representations and certifications regarding employee dues deduction authorizations.

J. Association Dues: Upon written authorization from Association and employee, the Authority agrees to deduct the regular monthly Association dues of the employee from his/her salary but only as permitted and provided by law. The sums withheld shall be remitted to the Association by the Authority without delay, along with a list of employees who have had Association dues deducted. The Association will notify the Authority in writing of the exact amounts of regular membership dues to be deducted. The Association shall promptly refund to the Authority any funds received in accordance with this Section that are in excess of the amounts of the Association dues which the Authority has agreed to deduct.

SECTION 7
NOTIFICATION

A. Wages, Hours and Working Conditions: The Authority shall provide the Association with ten (10) Working Days' notice in advance of final action relating to policies governing salaries, hours of work, working conditions and/or fringe benefits of

employees within this unit. The Authority also agrees to provide the Association with ten (10) Working Days' notice in advance of Board of Commissioner's consideration of staff proposals on the above matters. Notification shall include email deliveries to employee Authority email sites and the posting of the Agenda for the Board of Commissioners. Nothing in this section shall relieve the Authority of the obligation to meet and confer in good faith regarding mandatory topics of bargaining.

B. Employee List: The Authority shall furnish the Association, in January of each year or upon request of the Association, a list of the names, date of hire, classifications, and the date of termination of all employees in the bargaining unit. The list shall be compiled effective December 31 or the last day of the month preceding the request and shall be submitted to the Association within twenty (20) Working Days.

C. Association Officers and Representatives: During the term of this MOU, the Association shall provide the Authority with a written list of its current officers and official representatives, as well as its official mailing address. Any changes in the list shall be provided by the Association to the Authority in writing within ten (10) Working Days after a change is made.

SECTION 8
ADMINISTRATION

A. Conferences: At the written request of either the Association or the Authority, conferences shall be held for the purpose of considering matters of mutual interest, other than grievances under consideration in the grievance procedure, provided that mutually acceptable arrangements as to time and place can be made. All such conferences shall be arranged through the President of the Association or a designated representative. Representatives of the Association, not to exceed two (2) shall not suffer loss of time or pay when absent from their normal schedule of work for the purpose of attending a conference. Conferences may also be attended by the Association's designated representative. It is understood that any matters discussed or any action taken pursuant to such conferences, shall in no way change or alter any of the provisions of the Collective Bargaining MOU, or the rights of either the Authority or the Association under the terms of the MOU, unless such action is reduced to writing and executed by both parties as an amendment to this MOU.

B. Data: Upon reasonable written request, and if necessary, authorization by the employee involved, the Association shall be provided all information pertaining to a specific grievance, provided that the Authority shall not be required to collect or collate any such data.

SECTION 9
SAFETY

A. Compliance: The Authority shall comply with all applicable County and State safety regulations and shall furnish to employees, as needed, all required safety equipment.

B. Health and Safety Committee: The Health and Safety Committee consisting of four members, two appointed by the Authority and two appointed by the Association shall continue in effect for the duration of this MOU. At the written request of either the Authority or Association, the Committee will meet on a quarterly or as needed basis, and will advise the Executive Director of all safety and health activities and will be expected to:

1. Make inspections to determine whether or not a health or safety hazard exists and make recommendations for the elimination of health and safety hazards;

2. Promote safety for workers and participate in making the safety program known to all workers; and

3. Conduct meetings during working hours, without loss of pay, for the sole purpose of discussing accident prevention and developing suitable corrective measures.

C. Quarterly Training: The Authority shall provide, if available and requested, quarterly training for employees regarding topics such as workplace safety, dealing with hostile members of the public and how to deal with dangerous/hazardous situations. Every two (2) years all employees shall receive a full day of safety training on material subjects related to current safety issues.

D. Cellular Devices: Subject to procedures established by the Authority, each employee in the classification of Inspector shall be issued a cellular device to be used for Authority business.

SECTION 10
EQUIPMENT AND UNIFORMS

A. Provided Equipment: The Authority shall provide all tools and equipment it deems essential to complete assigned duties including any equipment required to be perform duties while teleworking.

B. Uniforms: The Authority and the Association agree that a uniform is essential for the safety of employees assigned to the following job classifications:

Maintenance Foreman
Maintenance Technician
Maintenance Worker
Electrician
Other positions designated by the Authority

C. Uniform Standards: Uniforms shall consist of light tan or khaki pants; light tan or khaki coveralls; khaki or blue long or short sleeve shirt; and regular cut jacket. The Authority may change the colors or styles at its discretion.

D. Uniforms Required: Uniforms shall be worn by employees in the job classifications listed above while employees are on duty. Employees who fail to report to work wearing a proper uniform shall be sent home by their designated supervisor, without pay, until the employee returns to work wearing a proper uniform.

E. Probationary Employees: Probationary employees in any of the job classifications listed above shall not be required to purchase or wear a uniform until completion of the employee's probationary period.

F. Original Issue Uniforms: Upon completion of the probationary period, each employee in the classification listed above shall be issued five (5) shirts, five (5) pants, and one (1) jacket. This issuance of uniforms shall be referred to as "original issue".

G. Annual Uniform Issue: In addition to the original issue of uniforms described in Paragraph F above, each employee shall be issued two (2) shirts and two (2) pants annually. One (1) pair of coveralls may be substituted for one (1) shirt and one (1) pair of pants. Each listed employee shall be issued with one (1) replacement jacket every four (4) years.

H. Purchase of Uniforms by the Authority: The uniform designated by the Authority and described above shall be obtained by the Authority and distributed to employees required or designated to wear the uniform. Each employee shall be responsible for obtaining the proper size uniform. The Authority and designated representatives of the Association shall mutually agree on such other procedures that may be necessary in order to effectuate the provisions herein relating to uniforms.

I. Insignia: Any insignia required by the Authority to be affixed to the uniform shall be provided by the Authority at no expense to employees. The Authority shall designate the placement of insignias on uniforms.

J. Rain Gear: The Authority will make available appropriate rain gear to those employees required to work outside in inclement weather.

K. Work Boots: The Authority shall provide employees in the classifications listed in Paragraph B, with a One Hundred sixty-five Dollars ($165.00) allowance for the purchase of work boots. Allowance amounts are for the time period of October 1, through September 30 of each year beginning retroactively to October 1, 2021. The allowance shall provide in a lump sum amount at the first full pay period in October of each year.

SECTION 11
DISPUTES; GRIEVANCE POLICY; AND PROCEDURES

A. Purpose:

The purpose of the grievance "Policy and Procedure" is to establish a clear policy and provide an orderly, just and equitable method for the resolution of grievances while also complying with California's due process and procedures with the further intent to provide pre-disciplinary safeguards through compliance with current interpretation of *Skelley v. State Personnel Bd.* (1975) 15 Cal. 3rd 195.

B. Definitions:

1. Wherever used the term "employee" means either Authority employee or employees as agreed.

2. "Complaint" means an informal or oral complaint presented to the employee's immediate supervisor concerning the interpretation or application of the provisions of this MOU or of the rules and regulations governing personnel practices or working conditions.

3. "Grievance" means a written complaint by an employee, Association or group of employees concerning the interpretation or application of the provisions of this MOU or of the rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between and employee and his/her department head, supervisor or director (herein collectively as the "immediate supervisor"). The complaint shall be limited to the matters detailed on a form to be developed by the parties. Grievance does not include a written complaint by an employee or group of employees concerning the interpretation or application of the provisions of the Authority's Personnel Policy as now or hereafter adopted. Grievance does not include disciplinary action as is provided in Section K, infra.

4. "Working Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

5. "Association" shall mean employees' chosen representative union.

C. Responsibilities:

1. The parties to this MOU agree to encourage an employee to discuss his/her complaint with his/her immediate supervisor for an informal resolution. The immediate supervisor will upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. The immediate supervisor will, when it so determines, inform an employee of any limitation of the immediate supervisor's authority to fully resolve the complaint.

3. If a complaint is not resolved, the employee may file a Grievance on a Grievance form which states clearly, concisely, and fully in writing the specific action(s) being grieved, the sections and/or article(s) violated, and the specific remedy requested.

If the Grievance is returned to the employee requesting clarification or further information, the Authority will state in writing the reasons for the return. The Authority shall process the Grievance after receiving the employee's and/or Association's clarification response.

D. Waivers And Time Limits:

1. Failure by the Authority to reply to the employee's Grievance within the time limits specified automatically grants to the employee the right to process the Grievance to the next level but only after the employee, Association or group of employees has provided written notice to Authority and five (5) days to reconsider the Grievance.

2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may return to the prior level for reconsideration under timelines as agreed to in writing.

E. Employee Rights And Restrictions:

1. The employee/s has/have the right to the assistance of a representative in the preparation and presentation of his/her/their Grievance. The grievant(s) may be required by either party to be present in a meeting with the Authority for purposes of discussing the Grievance.

2. An employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice, to ensure that his/her absence will not unduly interfere with the Authority's operations.

3. An employee may present his/her Grievance to the Authority on work time. In scheduling the time, place, and duration of any grievance meeting, both the employee and the Authority will give due consideration to the work duties of the other party. No employee shall lose his/her rights because of the Authority's imposed limitations in scheduling meetings.

F. The Parties' Rights And Restrictions:

1. If the employee elects to be represented in a formal grievance meeting, the Authority may also designate an additional management representative to be present in such meeting.
2. The Authority and its representative have the right to be present at any formal grievance meeting concerning a Grievance that directly involves the interpretation or application of the specific terms and provisions of the MOU.

3. If the Association representative elects to attend any formal grievance meeting, he/she shall provide reasonable written notice to the Authority prior to such meeting. The Authority may also designate a management representative to be present at such meeting.

G. Grievance Procedures:

1. Step 1 – Supervisor:

a) Within ten (10) working days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a Grievance on a form, attached hereto as Exhibit "A", now or hereafter modified by the Authority. The Authority's Grievance form shall be completed by the employee stating in detail the nature of each grievance and the remedy requested from the Authority. The employee shall submit the Grievance to his/her immediate supervisor and retain a copy for his/her use.

b) Within ten (10) working days the immediate supervisor shall give his/her decision in writing to the employee.

2. Step 2 – Department, Supervisory Director or a person designated by Authority:

a) Within ten (10) Working Days from his/her receipt of the immediate supervisor's written decision, the employee may appeal to the immediate supervisor's supervising Director, or designee when appropriate, and as previously indicated by the Authority. The Authority has the sole authority to waive this middle appeal step if such step is not appropriate.

b) The Department, Supervisory Director or designee shall discuss the Grievance with the supervisor concerned, the employee and witnesses if appropriate before he or she reaches a decision.

c) Within ten (10) Working Days from receipt of this Grievance, the Department, Supervisory Director, or designee representative shall give a written decision and the reasons therefore to the employee. Upon written request, a copy of the decision will be given to the Association.

3. Step 3 – Executive Director or his/her Designee:

a) Within ten (10) Working Days from his/her receipt of the decision resulting from the previous step, the employee may appeal to the Executive Director or designee.

b) Within ten (10) Working Days from the receipt of the employee's Grievance, the Executive Director or the Executive Director's designee who has not been involved in the Grievance in prior levels, shall make a thorough review of the Grievance and previous decisions by Supervisor and/or Director, meet the parties involved and give a written decision and the reasons therefore to the employee. However, the Executive Director or designee is not limited to denying a Grievance for the reasons stated at any previous step in the procedure. Upon request, a copy of this "Final Decision" will be given to the Association.

c) If the Executive Director or designee fails to give a decision within the specified time limit, the Association shall have the option of referring the Grievance alleging a violation of the negotiated MOU between the parties to arbitration.

H. Grievance Mediation:

1. Within thirty (30) Working Days from the date of the written decision of the Executive Director or his/her designated representative, the Association may request that the Grievance and Final Decision be submitted for grievance mediation as provided hereinafter.

2. Only those grievances that meet the requirements for submission to arbitration described in this Section, can be submitted to grievance mediation.

3. After completion of the third step of the grievance procedure, either Authority or the Association may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the Grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.

4. The parties shall first try to select a mutually acceptable mediator. If the parties cannot agree on a mediator, the Authority shall request that the State Conciliation and Mediation Service provide the parties with a list of five (5) names from which the parties will attempt to mutually select an mediator. If the parties cannot mutually agree upon an arbitrator from the list of arbitrators, the Authority and employee shall alternately strike names from the list until only one name remains and the remaining name shall be that of the mediator. The parties shall toss a coin to determine who will strike first.

5. The parties agree that no stenographic record of the session will be made, there may be representation by Counsel, and there may be pre- or post-hearing briefs filed.

6. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Authority, the Association and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

7. The mediator may, during the process provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute and how an arbitrator may likely decide the grievance.

8. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to settlement proposals or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.

9. The parties agree that the provisions of this Section shall not be subject to binding arbitration.

I. Expedited Arbitration:

1. This is a further alternate to the Grievance Procedure and will only be utilized upon mutual written agreement of the parties.

2. A Joint Submission Statement setting forth the issue(s) to be determined will be prepared and delivered ten (10) Working Days prior to the hearing by an arbitrator. If the parties cannot agree to a Joint Submission Statement, each of the parties may submit a brief submission statement limited to five (5) pages.

3. Only those grievances which directly concern or involve the interpretation or application of the provisions of this MOU or of the rules and regulations governing personnel practices or working conditions.

4. It is agreed that representatives of the Authority and the Association, will meet and attempt to implement the expedited arbitration procedure for the particular grievance within thirty (30) business days from the mutual written agreement to use the expedited arbitration.

5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:

a) The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

b) The parties agree that: 1) no stenographic record of the hearing will be made; 2) the parties may be represented by legal counsel; and 3) there will be no post hearing briefs.

6. The arbitrator selected shall hear the grievance(s) within ten (10) Working Days of his/her selection. However, six (6) hours of hearings will constitute one day.

7. Arbitration of the Grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said Grievance has not been satisfactorily resolved unless agreed in writing.

8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.

9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.

10. The decision of the arbitrator shall be binding upon the Association. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Commissioners, such decision and award shall be binding upon the Authority.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

J. Arbitration:

1. Within fifteen (15) working days from the date of the written decision of the Executive Director or his/her designated representative, the Association may request that the Grievance and Final Decision be submitted to arbitration as provided hereinafter.

2. Only those grievances, which are contained within the Grievance and directly concern or involve the interpretation or application of the specific terms and provisions of this MOU, may be submitted to arbitration hereunder. In no event shall such arbitration extend to the interpretation, application, merits or legality of any state or local law unless the arbitrator, in his/her discretion, finds it necessary

to interpret or apply such state or local law to resolve the grievance which has been submitted to the arbitrator.

3. In the event the employee or Association desires to request that the Grievance be submitted to arbitration, it shall within the time requirements set forth above send a written request to the Executive Director or designee. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

4. The parties shall first try to select a mutually acceptable arbitrator. If the parties cannot agree on an arbitrator, the Authority shall request that the State Conciliation and Mediation Service ("Service") provide the parties with a list of at least five (5) names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the list of arbitrators, the Authority and employee shall alternately strike names from the list until only one name remains and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first. Employee shall participate in the selection of the arbitrator within five (5) working days of Service's presentation of the list or the appeal is dismissed.

5. Unless agreed to by both parties, arbitration of the Grievance hereunder shall be limited to the formal grievance as originally filed by the employee but only to the extent that said Grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by the California Arbitration Rule, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar cost incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.

7. The decision of the arbitrator shall be binding upon the Association. To the extent the decision and award of the arbitrator does not require action by the Board of Commissioners, such decision and award shall be binding upon the Association. If within sixty (60) days of receiving notice of the arbitrator's decision and award requiring action by the Board of Commissioners, such action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Association may resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provision of this MOU.

K. Arbitrator And Mediator Process:

1. The Hearing Officer shall proceed in any manner which will, in the Hearing Officer's judgment, development all the facts bearing upon the matter, and no informality on the Officer's part shall constitute just cause for criticism of findings and decisions. Upon completion of the hearing, the Hearing Officer shall furnish certified copies of findings and decisions to the Authority and Employee. The decision of the Hearing Officer shall be final and binding.

2. The person selected as the Hearing Officer shall set a date for the start of the hearing after consultation with the parties. Failure of the employee to appear at the hearing will constitute a withdrawal of the appeal and the discipline will stand and be final, unless the failure to appear is the result of a verifiable emergency that prevents the employee from attending the hearing. In all cases where the employee fails to attend the hearing and the hearing is postponed, the employee shall bear any and all hearing officer and/or court reporter costs associated with the postponement.

3. Oral evidence at the hearing shall be taken only on oath or affirmation.

4. Each party shall have these rights at the hearing: To be represented by Counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even thought that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him or her to testify; to subpoena witnesses and relevant documentary evidence; and to rebut the evidence against him or her. Further, at the hearing the employee may be examined and may examine or cause any person to be examined under Section 776 of the Evidence Code.

5. The hearing need not be conducted according to the provisions of the California Evidence Code, except as hereinafter provided. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege as set forth in the Evidence Code shall apply.

6. The Authority shall make a digital recording of the proceedings. At the request of either of the parties, the Authority shall employ a competent court reporter to record the proceedings.

7. Parties to the proceedings shall include the appellant and a management employee. If either party requests it, the Hearing Officer may exclude from the hearing room any witness not at the time under examination so that the witness may not hear the testimony of other witnesses, but a party to the proceedings may not be so excluded.

8. The Hearing Officer shall, after the matter is submitted, prepare findings and a decision. The decision of the Hearing Officer shall be final and binding. The decisions shall be rendered within thirty (30) days of the close of the hearing unless otherwise agreed by the parties.

9. The cost of the Hearing Officer and court reporter shall be divided equally between the Authority and the employee. The Hearing Officer and court reporter shall separately bill the Authority and employee for one-half of the cost of their respective services.

L. Costs: Each party shall bear the full cost for its representation at any hearing, including its representative on the Board, its own attorney and witness fees and any other expenses in connection with the preparation and presentation of its own case. The neutral member's fees and charges, if any, shall be divided equally between the Association and the Authority.

M. Time Limitations: The failure of either party to adhere to the time limitations set forth in this section or to appear at the hearing shall cause forfeiture of that party's case.

N. Extension of Time Limits: Prior to their expiration, the time limitations set forth in this section may be extended, by mutual agreement of both parties. Any such agreement shall be set forth and acknowledged in writing by both parties.

O. Grievance Release Time: Employees will be granted release time to participate in the Grievance Procedure as follows:

1. The employee on whose behalf the grievance has been filed will be granted an absence from work and "release time" for the entire hearing.

2. In the case of a group grievance, release time will be granted on a scheduled basis; i.e., when the employee is scheduled to appear.

3. Release time to serve as a witness will be granted on a scheduled basis; i.e., when the employee is scheduled to appear.

4. Release time also will be granted to the appropriate Association Director upon request of the Association.

5. Other requests for leave for the purpose of participation in a grievance hearing will also be granted and charged to employee's own leave time, provided the absence does not unduly interfere with the performance of services.

SECTION 12
DISCIPLINARY ACTION

A. Definition of Terms:

1. Level 1 Discipline -- An adverse action against an employee that results in a counseling memorandum, written reprimand, or suspension without pay for three days or less. An informal counseling memorandum or memorandum of concern does not fall under the grievance procedures.

2. Level 2 Discipline -- An adverse action against an employee that results in a suspension without pay for more than three days, demotion or termination.

B. Just Cause Discipline and Notice: No regular permanent ~~and probationary~~ employee shall be disciplined except for just cause. If any discipline is proposed by the Authority, the Authority shall initiate the following:

1. The employee shall be notified in writing (Notice of Intended Decision) of the intended disciplinary action.

2. The employee shall be given a copy of the reason for the action.

3. The employee shall be given a copy of charges and the documentation related to those charges including the specific Authority rule or regulation alleged to have been violated.

4. The employee shall be informed that he/she has the right to respond orally or in writing to the Executive Director or designee. Any response to the proposed discipline shall be made within five (5) working days after receipt of the above information. This shall be the only level of appeal for employees upon whom Level 1 Discipline is imposed.

5. Following a determination by the Executive Director or designee to impose Level 2 Discipline, an employee who has been served notice of Level 2 Discipline may, file a grievance as provided for in Section 11 of this MOU.

6. Pending the outcome of the grievance procedure, and depending on the severity of the charges, the Authority may allow the employee to continue working or suspend the employee with or without pay. A suspended without pay employee shall lose right to accrue holiday and vacation leave.

C. Pre-Disciplinary Skelly Process:

1. Within fifteen (15) Working Days of receiving a notice of intended discipline, the employee may request a Skelly hearing. The request shall be in writing and filed with the Executive Director or Designee. The pre-disciplinary hearing may be digitally recorded.

2. Within fifteen (15) Working Days of the Skelly hearing, the Skelly officer shall issue a final decision.

3. Employees shall have the right to appeal any imposed disciplinary actions.

4. A notice of appeal must be filed in writing with the Human Resource Director within thirty (30) days following final written notice to the employee of the discipline.

5. Upon filing the notice of appeal, the Authority shall request a list of seven (7) hearing officers from the State Mediation and Conciliation Service. The Authority and employee shall alternately strike names from the list until only one name remains and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first. As an alternative, the parties may stipulate to the use of any person as a hearing officer whether identified on the list or not.

6. The Hearing Officer shall proceed in any manner which will, in the Hearing Officer's judgment, development all the facts bearing upon the matter, and no informality on the Officer's part shall constitute just cause for criticism of findings and decisions. Upon completion of the hearing, the Hearing Officer shall furnish certified copies of findings and decisions to the Authority and Employee. The decision of the Hearing Officer shall be final and binding.

7. The person selected as the Hearing Officer shall set a date for the start of the hearing after consultation with the parties. Failure of the employee to appear at the hearing will constitute a withdrawal of the appeal and the discipline will stand and be final, unless the failure to appear is the result of a verifiable emergency that prevents the employee from attending the hearing. In all cases where the employee fails to attend the hearing and the hearing is postponed, the employee shall bear any and all hearing officer and/or court reporter costs associated with the postponement.

8. Oral evidence at the hearing shall be taken only on oath or affirmation.

9. Each party shall have these rights at the hearing: To be represented by Counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even thought that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him or her to testify; to subpoena witnesses and relevant documentary evidence; and to rebut the evidence against him or her. Further, at the hearing the employee may be examined and may examine or cause any person to be examined under Section 776 of the Evidence Code.

10. The hearing need not be conducted according to the provisions of the California Evidence Code, except as hereinafter provided. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed

to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege as set forth in the Evidence Code shall apply.

11. The Authority may make a digital recording of the proceedings. At the request of either of the parties, the Authority shall employ a competent court reporter to record the proceedings.

12. Parties to the proceedings shall include the appellant and a management employee. If either party requests it, the Hearing Officer may exclude from the hearing room any witness not at the time under examination so that the witness may not hear the testimony of other witnesses, but a party to the proceedings may not be so excluded.

13. The Hearing Officer shall, after the matter is submitted, prepare findings and a decision. The decision of the Hearing Officer shall be final and binding. The decisions shall be rendered within 30 days of the close of the hearing unless otherwise agreed by the parties.

14. The cost of the Hearing Officer and court reporter shall be paid by the party requesting the court reporter. The Hearing Officer and court reporter shall separately bill the Authority and employee for one-half of the cost of their respective services.

D. Causes for Disciplinary or Correctional Action: An employee may be subjected to disciplinary or correctional action for unsatisfactory work or conduct including, but not limited to, the following:

1. Insubordination.

2. Incompetency or inefficiency in the performance of assigned duties.

3. Failure to follow a reasonable work directive.

4. Neglect of duty.

5. Disgraceful and/or unlawful personal conduct.

6. Conversion or taking of any Authority property for the personal benefit or use by the employee or any other individual.

7. Repeated tardiness; unexcused absenteeism.

8. Excessive absenteeism (not including statutorily protected leaves);

9. Use of official position for personal advantage.

10. Unauthorized absence without leave.

11. Dissemination to unauthorized persons of confidential information relating to applicants, tenants or employees.

12. Discourteous treatment of the public or other employees that impacts on the ability of the employee to effectively perform his or her duties or that has a negative impact upon the Authority.

13. Falsification of records.

14. Dishonesty involving employment.

15. Political activity in violation of federal statutes and regulations where applicable; campaigning while on duty or during working hours or in an Authority uniform on or off duty.

16. Violations of the provisions of law, regulations of U.S. Department of Housing and Urban Development, or applicable regulations.

17. Violation of the Personnel Policy and Regulations, the Authority's Code of Ethics, Administrative Regulations, other rules and regulations of the Authority, or this Agreement.

18. Conviction of a felony or misdemeanor related to employment.

19. Working overtime wherein the supervisor has previously directed the employee that overtime is not authorized; or

20. Employees' failure to immediately notify their supervisor of any relative working for, applying for, or receiving any services from the Authority. The term "relative" shall mean as provided in the Authority's Personnel Policy and Procedures, Section 901, Subsection H, Nepotism.

D. Personnel Files: Following the imposition of discipline as provided above, the original or a copy of all material which reflects on an employee or on an employee's performance shall be placed into the employee's personnel file, and the employee shall be notified. The employee will be immediately provided a copy of any material placed in the employee's file along with notice to the employee of the right to respond to any adverse comments placed in the personnel file. An employee's response to an adverse comment shall be attached to and become a permanent part of the adverse comment. The personnel records maintained by the Authority shall be available during

business hours for inspection by the employee or a representative as authorized in writing by the employee.

SECTION 13
HOURS OF WORK

A. Work Week: The normal workweek shall consist of five (5) days, Monday through Friday, inclusive.

B. Workday: The normal workday shall consist of nine (9) consecutive hours of work within a maximum ten-hour period, interrupted by a lunch break of not less than one-half hour nor more than one hour. The normal workday shall fall within the hours between 7:30 a.m. and 5:30 p.m. unless an alternate work schedule has been established. If such an alternate work schedule has been established, then that schedule shall apply. Input from employees at each work site is welcomed. An employee shall be given seven (7) calendar days' notice before a change in the daily work schedule can be implemented. The 9/80 biweekly schedule shall consist of eight (8) nine (9) hour workdays and one (1) eight (8) hour workday, and one (1) scheduled day off. Fridays shall serve alternatively as the eight (8) hour day and scheduled day off (as shown below).

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
9	9	9	9	8	X	X	9	9	9	9	Off

C. Change in Hours of Work: Should, in the judgment of the Authority and/or as required by local, state or federal orders, it be necessary to deploy employees to alternative sites and locations, including teleworking and otherwise establish daily or weekly work schedules departing from the normal workday or the normal workweek for a period exceeding two (2) weeks, the Authority shall meet and discuss the proposed change with the Association at least ten (10) working days in advance, except in cases deemed to be an emergency by the Executive Director.

D. Alternative Work Schedules: During the term of this MOU the parties agree that an alternative 9/80 work schedule has been implemented but is subject to the right of Authority to deploy based upon the operational needs and business of the Authority. The Authority and the Association agree that the Authority may suspend the alternative work schedule. The 9/80 alternative schedule shall consist of eighty (80) hours in a bi-weekly period. Alternative work schedules may be eliminated based on Authority or Department basis for legitimate operational needs following the exhaustion of the meet and confer process.

E. Rest Periods: During their normal eight (8) hour workday, employees will be granted two (2) fifteen (15) minute rest periods in the approximate middle of each half shift, which may be scheduled by the Authority.

F. Emergencies: Nothing herein shall be construed to limit the authority of Management

to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

G. Authority will; in its sole discretion, allow teleworking opportunities post-COVID 19 pandemic provided the organizational and department needs are met.

SECTION 14
WAGES AND COMPENSATION

A. Cost Of Living Adjustments (COLA's): Employees current salaries shall remain with the following annual COLA increases:

Year	Salary Increase (Base Wages)
Year 1	5.9% -Effective October 10, 2021 (See below)
Year 2	2.75% - Effective October 2022 (See below)
Year 3	2.75% - Effective October 2023 (See below)
Year 4	2.75% - Effective October 2024 (See below)
Year 5	2.75% - Effective October 2025 (See below)

B. The Cost-of-Living adjustments shall paid starting on the first full pay period after of October 1, 2021 and continue to be paid on subsequent years on the first full pay period of October.

C. Comparative Salaries of Temporary Staffing Employees, (3rd party providers): All temporary employees shall receive the compensation established in accordance with the Department of Housing and Urban Development standards of comparability, to be in keeping with the prevailing rates in pertinent local public practice of the classification or position in which they are employed if applicable.

D. MERIT SALARY INCREASES

1. Following successful completion of a probationary period, each employee may be eligible on each anniversary date of his or her employment, for a merit salary increase in an amount up to five percent (5%) annually until the employee has reached the top range of the job classification. Merit salary increases shall not be automatic merely upon completion of a specific period of service. All merit salary increases shall be based upon merit as established by a current, written satisfactory employee performance evaluation, which shall cover the twelve (12) month period immediately prior to the employee's last anniversary date. Increases must be recommended by the employee's immediate supervisor and approved by the Executive Director, or his/her designee.

2. Standards of performance shall become progressively higher as the employee proceeds through the salary range.

3. Performance evaluations shall be due within sixty (60) calendar days of the employee's anniversary date. A merit salary increase recommended following a delayed evaluation shall be retroactive to the employee's anniversary date.

4. In cases where inferior work, poor attendance, lack of application or indifference have resulted in a less than a satisfactory performance evaluation, the immediate supervisor may recommend, and the Executive Director may approve that a merit salary increase be withheld. Upon written request of employee merit salary increases may be re-reviewed within six (6) months following denial by a follow-up written performance evaluation.

5. The withholding of a merit salary increase is not considered a disciplinary action and is not subject to the grievance procedure. Employees may submit written rebuttals to any performance evaluation and said rebuttal shall be attached to the performance evaluation.

6. It is understood that during the course of any evaluation period the employee's immediate supervisor will advise employees as to any work-related deficiencies and will advise employees of remedies to overcome such deficiencies. – See proposed edits as counter to this proposal.

E. Longevity: The Authority shall provide a one-time longevity pay of 2.5% added to base salary for every employee who completes fourteen (14) years of continuous service.

F. Reemployment: An employee reemployed in a classification from which he/she has separated in good standing, may be appointed to the same step of the salary range for the specific job classification as the step which he/she occupied at the effective date of his/her resignation, provided his/her reemployment takes place within one year.

G. Grant Funded Positions: For all employees holding the grant-funded positions listed below, personnel costs shall be limited by the approved annual grant award which shall be audited annually to provide the highest compensation provided by the grant. In the event the grant amount is reduced during any grant year or upon annual renewal, compensation shall be reduced accordingly. Authority agrees to apply for all negotiated compensation increases as allowable under the terms of the grant. Employees holding FSS positions shall not advance on the salary steps applicable to non-grant-funded positions. Notwithstanding, all employees in the same classification shall be paid the same rate of pay as now or hereafter provided in the applicable grant. In the event that employees in grant-funded positions are assigned work beyond the grant for more than 20 hours in a pay period, out-of-class pay will be provided.

SJHAEA Grant-Funded Position(s): *FSS Self-Sufficiency Coordinators*

SECTION 15
HEALTH AND WELFARE

A. Benefit Allocation: The Housing Authority will provide each eligible employee a benefit allocation to purchase benefits for themselves and their dependents. Employees enrolled in an Authority-provided group medical plan may use any remaining dollars for dental, vision, optional life, or deferred compensation plan. Upon ratification of the MOU, the chart below indicates the allocation amounts, made retroactive for the pay

period(s) that includes January 1, 2022, through December 31, 2026, which amounts shall constitute the Authority's full obligation on health coverage payments for medical, dental, and vision coverage. Amounts are based on employee's selection of health insurance coverage (employee only, employee and one dependent, employee and full family):

Employees / Dependents Covered By Authority-Provided Group Coverage	*Amount of Monthly Housing Authority Benefit Allocation (Effective 11/01/2021)*
Opt Out Employee Only Employee Plus One Dependent Employee Plus Family	$ 300.00 per month $ 588.59 per month $ 1042.96 per month $ 1276.66 per month

Effective January 1, 2022, the Authority will increase the benefit allowance by that percentage (not to exceed five [5%] percent) which is one-half of the annual percentage increase in the Kaiser employee-only premium cost for medical coverage.

Effective January 1, 2023, the Authority will increase the benefit allowance by that percentage (not to exceed five [5%] percent) which is one-half of the annual percentage increase in the Kaiser employee-only premium cost for medical coverage.

Effective January 1, 2024, the Authority will increase the benefit allowance by that percentage (not to exceed five percent [5%]) which is one-half of the annual percentage increase in the Kaiser employee-only premium cost for medical coverage.

Effective January 1, 2025, the Authority will increase the benefit allowance by that percentage (not to exceed five percent [5%]) which is one-half of the annual percentage increase in the Kaiser employee-only premium cost for medical coverage.

Effective January 1, 2026, the Authority will increase the benefit allowance by that percentage (not to exceed five percent [5%]) which is one-half of the annual percentage increase in the Kaiser employee-only premium cost for medical coverage.

The allocation amount for medical premiums shall not be less than the amounts set by the Public Employees' Medical and Hospital Care Act ("ACT"), which sets required amounts for the employer's contribution. The benefit allocations above include the required PERS minimum employer payment of One Hundred and Forty-Three Eight Dollars and 00/100 ($143.00) per month on behalf of each active employee who subscribes for coverage. In the event PERS requires a minimum employer payment in excess of One Hundred and Forty-Three Dollars and 00/100 ($143.00) per month, the increased amounts will be deemed included in the agreed upon benefit allocations

listed above. In the event that the ACT requires a minimum employer payment for retirees in excess of Two Hundred and Fifty-Eight Dollars ($258.00) per month, the increased amounts will be deemed included in the agreed upon benefit allocations listed above. If during the term of this MOU the benefit allocations listed in the chart above are insufficient to cover the PERS increased minimum(s), if any, the parties will meet and confer to address the issue.

In the event the Affordable Care Act ("ACA") requires a minimum payment towards health care premium, such minimum payment shall be deemed included in the benefit allocation amount.

Those employees who elect to participate in the opt-out arrangement agree to provide evidence or attest that said employee and all other individuals for whom the employee expects to claim a personal exemption deduction for the taxable year will maintain minimum essential insurance coverage during the opt-out period.

The opt-out payment of $300.00 per month or as later amended shall not be considered a special compensation or pensionable unless required by CalPERS.

B. Dental Benefits: Benefit levels of the dental plan (for those choosing to purchase dental care with their benefit allocation in the above chart) shall be maintained at $1,000 per year for employees and dependents.

C. Vision Benefits: Vision benefits (for those choosing to purchase vision care with their benefit allocation in the above chart) shall be as provided in Exhibit "B".

E. Retirement Health Benefits: The Authority shall fund retirement health through the Health Contract with the Public Employees' Medical and Hospital Care Act (PEMHCA) of the California Public Employees Retirement Law (Gov. code sections 22750 and 22777)

F. Short- and Long-Term Disability and Life Insurance: The Authority shall pay the full premiums for Long Term Disability Insurance and a Life Insurance policy with a value of two hundred percent (200%) of each covered employee's annual salary. The life insurance policy shall provide for additional accidental death and dismemberment benefits. Any increase in the premium costs of these policies that occurs during the term of this agreement shall be paid by the Authority.

G. Chemical Blood Analysis: Upon request, but no more than twice during each twelve (12) month period, a chemical blood analysis to be conducted by the Dameron Occupational Services, or a similar appropriate vendor, shall be scheduled at the expense of the Authority for those employees who handle chemicals and herbicides on a regular basis.

SECTION 16
OVERTIME AND CALL-BACK

A. Overtime Payment: All employees covered by this MOU shall be paid for all overtime worked not later than the next pay period following performance of the work.

B. Overtime Defined:

1. Overtime compensation shall be paid for any work performed more than employee's regular daily schedule or more than the Eighty (80) hours in a pay period.
2. Overtime compensation shall be paid for all time worked on a regularly scheduled day off.

3. For purposes of calculating overtime compensation, sick leave, holiday, court leave, administrative leave, or vacation leave with pay shall be considered as time worked.

C. Prior Authorization: Prior authorization of the Executive Director must be obtained by the designated supervisor of the employee before overtime is worked. This requirement shall not apply in the event of an emergency situation requiring work to be performed by the Maintenance Division.

D. Review of Records: Overtime payment shall be based on time records maintained in the manner prescribed by the Authority and shall be open to review by the Association.

E. Overtime Compensation:
1. One and one-half times the base rate of pay for any normally scheduled overtime or overtime contiguous with a regular workday.

2. Double times the base rate of pay for employees only when called back to the job site to respond to an emergency after normal working hours, on a holiday, on a regularly scheduled day off, or for any hours in excess of twelve (12) consecutive hours.

3. No employee shall be required to work more than sixteen (16) total hours during a 24-hour period. If required to do so, he/she shall be paid triple the normal base pay rate for any hours in excess of sixteen (16).

4. Overtime worked will be paid on each minute of work.

F. Emergency Call Back: Any employee who has departed from a work location at the end of his/her shift and is called back shall be compensated for a minimum of two (2) hours work at double time rate of pay for the first two hours of that call, unless the overtime work immediately precedes or follows the employee's regular shift and shall be paid for actual time worked for any subsequent calls. If the current call exceeds the

two-hour minimum or another call is received within that two hour minimum, then said employee shall be paid time and half for anytime beyond that initial two hour minimum. If a call is received more than two hours after the end of the normal hours of operation the Authority shall use the Call Back Procedure as now or hereafter adopted. The Call Back Procedure shall be a voluntary program available for all employees determined to be qualified by staff to perform the emergency repair and maintenance.

G. Distribution of Overtime: All overtime shall be distributed as equally as possible among employees in a work unit. The Authority shall offer overtime opportunities when a position is vacant where it is in the best economic interest and regulatory basis. Employees shall not be required to pick-up the significant pieces of the workload of a vacant position without additional time allowed to do so.

H. Grievances: This Section is not subject to the grievance procedure if the alleged violation involves a single incident of less than fifteen (15) minutes overtime.

I. Meals: When overtime is worked immediately following the close of the employee's regular workday, a meal shall be provided by the Authority upon completion of two hours of actual overtime work; provided that actual time taken for said meal, not to exceed one (1) hour, shall not be considered as overtime worked.

SECTION 17
RETIREMENT BENEFITS

A. No Modification Clause: Unless required to do so by law or regulations (including but not limited to AB340, the Public Employees' Pension Reform Act), the Authority shall not modify any benefit provided by the Public Employees' Retirement System to employees or to any other person if such modification will change present or future retirement system contributions by employees subject to this MOU; however, such modifications that are not required by law or regulation may be made when agreed to by the Association.

B. Employee Contribution: Each bargaining unit employee shall be responsible for paying the employee's full PERS contribution of seven (7%) percent, on a pre-tax basis, except "new members" as set forth in paragraph D.2., below.

B. IRC 414(h): The Authority has implemented the provisions of Internal Revenue Code 414(h) [Deferred Tax Retirement Plan].

D. Adoption of PERS Section:

1. The adoption of PERS California Government Code ("CGC") Section 21251.132, 2% @ 55, as made effective no later than June 30, 1994, for local miscellaneous members shall remain in effect for the period of this Memorandum of Understanding for those employees, aka "classic members", hired by Authority before January 1, 2013.

2. The adoption of AB-340 changed certain retirement-related benefits for "new members" effective January 1, 2013. PERS CGC Section 7522.20, sets a benefit of 2% @ 62, for "new members" and PERS CGC Section 7522.30 requires "new members" to pay at least fifty (50%) percent of normal costs for retirement. "New members" are those employees hired by Authority and who are brought into CalPERS membership the first time after January 1, 2013, and as further defined in PERS CGC Section 7522.04. The Authority will ensure compliance with the relevant provisions and will also submit necessary forms, notices and resolutions to CalPERS after executing this MOU and once CalPERS' forms are available.

SECTION 18
LEAVES OF ABSENCE

A. Leave of Absence Without Pay:

1. All leaves of absence without pay shall be subject to the approval of the Department Head and the concurrence of the Executive Director with notification to the Association. The Authority shall provide the Association with a copy of each Leave of Absence authorization notice for bargaining unit members. The notice shall be provided timely.

B. Authorized Leave of Absences: Employees who are absent from duty on an authorized leave of absence shall not lose any rights accrued at the time the leave was granted. In cases of prolonged illness, approved leave without pay shall commence after the employee has used all accrued sick leave and vacation, except that the employee may retain accrued vacation if he/she elects to do so.

C. Court Leave: Court leave may be granted under the following conditions:

1. Employees summoned for jury duty shall be deemed to be on court leave for the duration of their jury duty.

2. A subpoena or notice must be legally served for acting as a witness or for jury duty. When an employee is actually summoned, he/she should immediately notify his/her supervisor and present the subpoena or notice.

3. The pay of any employee who has received a summons for jury duty or a subpoena as a witness will continue at the regular rate. All reimbursement received shall be turned over to the Authority to be credited against his/her regular salary. Payment to the employee by the Court for travel expense at the prevailing rate may be retained by the employee, except when Authority transportation is used.

D. Leave for Promotional Examination and Job Enhancement: Employees shall be allowed special leave with pay, during working hours, to take merit system promotional examinations and job enhancement opportunities when scheduled or approved in advance by the Authority. Employee must schedule absence so as to least affect

business operations and must return to work after completing examinations or enhancement training.

SECTION 19
ANNUAL LEAVE

A. Amount: Each permanent employee shall earn annual vacation on the basis of years of continuous service in accordance with the following schedule:

Less than three (3) years of service	3.70 per pay period
Three (3) years, but less than nine (9) years	5.24 per pay period
Nine (9) years, but less than fifteen (15) years	6.77 per pay period
After fifteen (15) years of service	7.69 per pay period

Accumulation: Vacation time shall accrue as indicated above for each pay period or major fraction thereof.

Current employees who have vacation accrual in excess of the above specified limits have the option to exercise the cash out option, provided below in Paragraph J at the rate of eighty (80) hours per year until employee's vacation balance falls within the maximum accrual provided above. Such employees shall not be permitted to accrue additional annual leave until current leave balances are below the maximum accrual as specified above.

B. Maximum Use: If convenient to the Authority, the supervisor may authorize vacations up to the number of days actually accrued.

C. Use When Sick Leave Exhausted: Except during the first three (3) days of a Workers Compensation disability, an employee shall use accumulated annual leave, floater holidays and other leave when sick leave runs out as long as the employee has medical verification of continued disability. The term "disability" is defined in California Government Code §12926.

D. Use In Lieu of Sick Leave: An employee may use annual leave in lieu of sick leave provided there is medical verification of disability, and the total annual leave accumulation is above 160 hours.

E. Vacation Schedules:

1. Employees shall be requested to submit vacation requests a minimum of 2 weeks before vacation leave commences. Employees who intend to take more than two weeks of vacation leave are encouraged to request leave at least one month in advance. Vacation leave may be taken with an initial minimum increment of one hour.

2. In scheduling, supervisors shall give maximum consideration to the personal

preferences of individual employees; however, when two or more employees request the same or overlapping vacation periods, reasonable recognition shall be given to seniority and annual rotation, except that employee who have submitted vacation requests at the appropriate time shall have priority over late submittals with seniority.

3. Supervisors shall respond to vacation requests within five (5) working days. Once a vacation has been approved, the supervisor or manager will make reasonable efforts not to modify the approved vacation. However, nothing in this section prohibits a supervisor or manager from changing or modifying vacation schedules in the event that reasonably unforeseen circumstances necessitate a change. Should it be necessary to modify or cancel a scheduled vacation, the employee affected shall be notified immediately.

F. Unused Vacation Time: Accumulated unused vacation leave shall not exceed forty-five (45) working days (360 hours) per employee, except when approved by the Executive Director when in his/her judgment, it is in the Authority's interest to delay vacation due to special workloads or the denial or cancellation of vacation by the Authority results in excess accrued vacation carry-over. Employees shall be notified when vacation accrued is reaching a maximum and he/she shall be required to schedule vacation time off in excess of the maximum, unless such excess has been approved by the Executive Director. Employee vacation balances shall be included on employee check stubs.

G. Holiday, Illness, Bereavement Leave During Vacation: If a holiday falls within an employee's vacation period or bereavement leave, the day shall not be charged to annual, or bereavement leave but shall be charged as a holiday. Should an employee become ill or incapacitated while on annual leave as evidenced by a doctor's certificate attesting to the nature and length of disability, such time shall be charged to accrued sick leave. In the event the death of a member of an employee's immediate family, [as defined in Section 20(c.)], occurs while the employee is on annual leave, the Bereavement Leave provisions of Section 20(c.) shall apply.

H. Vacation Payment at Termination: An employee who resigns, retires, is laid off, or discharged and who has unused earned vacation time on record, shall be paid for the vacation time.

I. Compensation in Lieu of Annual Leave: An employee may elect to receive compensation in lieu of using forty (40) hours of annual leave on a quarterly basis (March, June, September, and December) to be paid by the third pay period following the end of the quarter provided that the employee:

1. Maintains a balance of at least eighty (80) hours of annual leave after such cash out; and

2. An employee electing such a cash-out shall provide the request to the Human

Resources Department on an approved form no later than January 1st, April 1st, July 1st and/or October 1st of that year.

J. Calculation of Compensation in Lieu of Annual Leave: Upon receipt of the employee's request to receive compensation in lieu of using forty (40) hours of annual leave, the Authority shall calculate the employee's salary for the forty (40) hours based upon the employee's salary range and step as of the date of the request. Upon payment, the Authority shall make all applicable deductions (including, but not limited to Federal and State tax withholding, SDI, and FICA). Upon issuing the check, the Authority shall reduce the number of hours of annual leave the employee has on record by forty (40) hours.

SECTION 20
OTHER LEAVES

A. Sick Leave: Accrual of sick leave shall begin with the initial date of permanent employment and shall accrue at the rate of eight (8) hours per month or major fraction thereof.

1. Sick leave with pay up to a total number of working days accumulated shall be granted in case of bona fide illness or injury or quarantine, or non-emergency medical or dental care of an employee. The Authority may require a physician's certificate or other evidence, either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Sick leave shall be integrated with S.D.I. benefits in amounts needed to equal an employee's regular salary.

2. An employee shall call the Absence Line within the 15-minute period before, through the 15 minutes after the start of his/her scheduled work shift if he/she is to be absent.

3. The Association recognizes the Authority's right to determine by reasonable means the validity of any sick leave used by an employee at any time.

4. Use of accrued sick leave up to six (6) days (forty-eight hours) per calendar year may be authorized for employees who are required to tend, care, or otherwise provide for the care of a member of his/her immediate family who is injured, ill, or under quarantine. Immediate family shall include spouse, person living in the home on a continual basis who is not a paying tenant for a period of at least six months, son, daughter, mother, father, sister, brother, grandfather, grandmother, grandchild, step-parents, foster parents, step-children, and foster children of the employee, as well as the mother, father, sister, brother, grandfather, grandmother, foster parents, and step-parents of the employee's spouse.

B. Family Medical Leave Act ("FMLA"): Employees will be provided with FMLA or CFRA leave in accordance with applicable laws and the Family Care Leave procedures

provided within the Personnel Policy. Notwithstanding the Family Care Leave benefits provided within the Personnel Policy, bargaining unit employees shall be permitted to extend an additional twelve weeks of Family Leave (for a total of twenty-four [24] weeks) and permitted extension may be used no more than once in any two (2) year period. Employees who receive the extension shall not be granted use of a few 12-week extension for a twenty-four (24) month period after the last day of the current twelve (12) week extension for the employee's own serious health condition. During that time, the Authority will continue to contribute the amounts due by the Authority towards the employee's medical, dental, and life insurance premiums in effect at the time of commencement of the leave. At the end of the leave, the employee shall be required to submit a certificate of release for full-time employment from his or her physician. At the end of this six (6) month period, the employee may request a leave of absence without pay or benefits pursuant to Section 18 of this MOU.

C. Bereavement Leave: All employees covered by this MOU shall be granted three (3) days off, with pay, to attend the funeral of a member of the employee's immediate family, as defined in the Personnel Policy. An employee who must travel in excess of two hundred (200) miles to attend a funeral or who is designated to make funeral arrangements, shall be granted up to five (5) days off with pay, if necessary. The days off are to be consecutive workdays and the employee shall be compensated only if the days are regularly scheduled workdays. As a condition for qualifying for bereavement leave, the Authority may require an obituary notice and/or written statement from the funeral director verifying attendance.

D. Exceptions: Sick leave with pay shall not be granted for any injury attributable to an outside occupation, for which Worker's Compensation benefits are available.

E. Industrial Accidents:

1. Sick leave payment and payments under Worker's Compensation Insurance shall be integrated so that the sick leave payments added to the insurance payments will equal the employee's regular pay.

2. The Authority has the right to require that the treatment of work-related injuries or illnesses be provided by an Authority-designated physician in accordance with Sections 4600 and 4601 of the Labor Code, except in instances where the employee has on file with the Authority, a letter stating that the employee wishes to be treated by the employee's personal physician and listing the name and address of the physician.

3. In cases where an industrial accident victim exhausts all paid leave, the Authority will continue to contribute, for the period of absence, the amounts due by the Authority toward an employee's medical, dental, and life insurance premiums in effect at the time of the industrial accident.

F. Catastrophic Leave: Employees shall be eligible for up to ten (10) days of Catastrophic

(unpaid) Leave for a serious illness as defined in the Family Care Leave section of the Personnel Policy and Procedures to provide care for a child, spouse or parent, as provided below.

1. The employee must be a regular employee and must have been employed by the Authority for five (5) years or more and have depleted all protected Leaves and all accrued Annual Leave, Sick Leave and Compensatory Time.

2. Leave shall be available when it can be verified that the employee is the only logical person to provide care of a child, a spouse, or a parent.

3. The eligible employee who wishes to use Catastrophic Leave shall complete a request form and submit it to the Human Resources Department or to a designee of the Executive Director. After review, Catastrophic Leave may be authorized for one (1) to a maximum of ten (10) workdays in any single year.

4. An employee who is approved for Catastrophic Leave shall be loaned the stated number of days by the Authority. Upon return, the employee shall only be credited with one-half of his/her Annual Leave credit until the total number of loaned days have been repaid.

G. Military Leave:

1. Active Military Service -- A permanent employee who leaves his/her position to enter military service shall be carried on the records as on "Military Leave". Upon his/her honorable discharge from the military service, the employee shall be restored to the same position or to a position for which he/she is qualified provided he/she reports for work within thirty (30) days following his/her honorable discharge. Upon reemployment, an employee's accumulated sick leave shall be reinstated.

2. Active Military Reserve Training -- An employee who is serving in active military reserve and is required to serve a training period each year, shall be carried on the records as on "Military Leave" and upon completing this training period, shall be restored to the same position providing he/she reports for work the first work day after his/her active training period.

3. Military Pay -- During any period an employee is on active military reserve, the employee shall be paid his/her full salary provided that: (1) the training period does not exceed two (2) calendar weeks; and (2) that all compensation paid to the employee on account of active training be turned over to the Authority, except when training compensation exceeds the employee's salary in which instance there will be no contribution by the Authority.

4. Active Military Reserve Service -- An employee who is in the active military reserve who is required to serve on active duty for an indefinite period of time shall be

carried on the records as on "Military Leave" and upon his/her completion of active duty shall be restored to the same position or to a position of equal rating provided he/she reports for work the first work day after his/her completion of active service. Upon reporting back to work, an employee's annual and/or accumulated sick leave shall be reinstated.

5. Benefits -- An employee shall accrue no benefits while on active military services, except for seniority.

H. Medical/Rehabilitation Visits: Time taken off during the regularly scheduled workday which is related to worker compensation illnesses and injuries for the purpose of medical/rehabilitation visits, shall be paid time without charge to accrued leave time.

SECTION 21
HOLIDAYS

A. Regular Holidays: Employee shall be entitled to the following holidays with pay:

January 1 (New Year's Day)
Third Monday in January (Martin Luther King's Birthday)
Third Monday in February (Washington's Birthday)
Last Monday in May (Memorial Day)
June 19 (Juneteenth)
July 4 (Independence Day)
First Monday in September (Labor Day)
Second Monday in October (Indigenous Peoples Day)
November 11 (Veteran's Day)
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day

1. In addition to the above, any day declared to be a holiday or a legally required day of mourning by proclamation of the Governor of California or the President of the United States, shall be observed as a non-workday.

2. If a holiday falls on a Sunday, the Monday following shall be observed as a holiday.

3. In the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday.

4. Christmas Eve: The last four (4) hours of the employee's normal workday on the last working day prior to Christmas.

5. Employees wishing to observe Good Friday may do so by taking annual leave.

6. The hours provided for each holiday shall be the same as the workday on which the

holiday falls.

B. Floating Holidays: In addition to the above regular holidays, each employee shall be entitled to the following floating holidays:

February 12 (Lincoln's Birthday)
March 31(Cesar Chavez)
September 9 (Admission Day)
Employee's Birthday

1. Each Permanent Employee's Birthday -- Employees must take this holiday on or after the anniversary date of his/her birthday but it must be taken before the next anniversary date of his/her birthday.

2. Floating Holiday Observance -- Regular employees and those part-time employees scheduled to work on the floating holiday and eligible to receive benefits may individually, with the approval of the department head, take such holiday on the date of the holiday, on the day preceding the holiday in the case of the holidays which fall on a Sunday or at a time mutually agreeable to the employee and the department head, so long as it is taken prior to the next occurrence of the holiday. Authority offices and departments shall remain open for business on any day designated as a floating holiday and employees who work on such day shall receive their regular compensation.

C. Good Friday: Employees wishing to observe Good Friday may do so by taking annual leave.

D. Equal Holidays: Regardless of days worked or days off, each employee is entitled to the same number of paid holidays per year as would be earned by an employee covered by the holiday schedule in Paragraph A above. This section is provided with the intent of assuring equitable treatment for all employees.

SECTION 22
SENIORITY

A. Defined: Seniority is hereby defined as the employee's length of continuous service with the employer since last date of hire, except as otherwise provided herein.

B. Continuous Service: As used in Subsection A, continuous service means an employee's total continuous length of service with the employer since last date of hire without break or interruption, provided that a layoff of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay, including military leave, and absence while receiving temporary total disability benefits under the California Worker's Compensation Act, shall not constitute a breach or interruption in service within the meaning of this section.

C. Effective Date: After an employee satisfactorily completes an initial probationary period of employment with the employer, his/her seniority shall be effective from the date on which the employee was hired.

D. Seniority List: A list of employees arranged in order of their seniority as defined herein shall be maintained and made available for examination by employees. The seniority list shall be revised and updated at the end of each fiscal year. A copy of the list shall be transmitted to the Association.

E. Same Date of Hire: When two or more employees are hired on the same date, their seniority standing shall be determined by the date and time of filing their applications for employment as it appears on said application form.

SECTION 23
USE OF AUTHORITY-OWNED VEHICLES. VALID DRIVER'S LICENSE; MILEAGE REIMBURSEMENT

A. Valid Driver's License: No employee of the Authority shall drive any of the Authority's vehicle without being in possession of a valid California Driver's License. An employee of the Authority, who as a part of his/her job description is required to drive, shall immediately notify his/her supervisor if his/her license has been suspended or revoked. The employee shall also immediately notify his/her supervisor when his/her license has been reinstated. In the event that an employee is requested by the Authority to drive, but such requirement is not a part of the employee's job description, the employee shall immediately, upon being requested to drive, notify his/her supervisor that the employee does not have in his/her possession a valid California Driver's License and the employee shall not drive an Authority-owned vehicle.

B. Loss of Driver's License: In the event that an employee of the Authority, who as a part of his/her essential function of the job description is required to drive, fails to have a valid California Driver's License, the Authority may take the following actions:

1. When an employee's driver's license is suspended for a period of six (6) months or less, the employee may be terminated or, at the sole discretion of the Authority be reassigned temporarily, at the same salary, to duties that do not require driving an Authority-owned vehicle.

2. When an employee's driver's license is suspended for a period of more than six (6) months, the employee, at the discretion and need of the Authority, may be placed on a leave of absence without pay for six (6) months.

3. When an employee's driver's license is suspended for a period of six (6) months or more, or when an employee fails for whatever reason to present the Authority a valid driver's license within six (6) months, then the employee shall be progressively disciplined in accordance with the disciplinary procedures herein provided up to and including termination.

4. If an employee is arrested and convicted of driving an Authority-owned vehicle while under the influence of alcohol or drugs, the employee shall be terminated.

C. Failure to Notify: In the event that an employee fails to immediately notify his/her supervisor that the employee's license has been suspended or revoked, or that the employee has been arrested for driving an Authority-owned vehicle while under the influence of alcohol or drugs and such employee continues to drive Authority-owned vehicles, the employee shall be immediately terminated.

D. Insurability: The requirement of having a valid California Driver's License, as set forth in this Section, shall include the obligation of being insurable under the Authority's automobile liability coverage. Should the insurance carrier notify the Authority that an employee, who as a part of his/her job description is required to drive, is not insurable, the employee shall be placed in a non-driving assignment for up to thirty (30) calendar days. The employee shall thereafter be terminated unless the employee, within the thirty (30) calendar days of being notified by the Authority, is eligible for and elects to reimburse the Authority for the difference in cost of providing high-risk insurance for the employee. The difference in cost between the high-risk premium and the cost of the Authority's regular insurance policy shall be reimbursed by means of an authorized payroll deduction from the employee's wages. At such time as the employee reestablishes eligibility for the Authority's regular insurance policy, the employee shall be reinstated to the plan. Coverage under the high-risk plan will be terminated and employee "reimbursement" will cease.

E. Mileage Reimbursement: An employee who is authorized by the Department Head to use a private automobile in the performance of the employee's duties shall be paid for the job-related mileage driven at the maximum rate allowed for reimbursement pursuant by the Internal Revenue Code. The driver's license and insurance requirements set forth herein for use of an Authority-owned vehicle shall apply to an employee using his/her private automobile in the performance of the employee's duties.

SECTION 24
EMPLOYMENT CLASSIFICATIONS.
PROBATIONARY PERIODS

A. Probationary Period: All new employees appointed to a permanent position shall serve a six (6) month probationary period unless his/her probationary period is extended up to an additional six (6) months by the Executive Director. The probationary period is the final phase of the examination and selection process. The probationary period shall be used by the Authority to determine newly hired or promoted employees that will be successful in the job and to remove from the position any probationary employee whose performance does not meet the required standard of work. No matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance procedure in this MOU or the grievance procedure under the Authority's

Personnel and Procedures Policy.

B. Temporary Assignment After More Than Six (6) Months of Service: An employee who has been on temporary status for six (6) or more consecutive months and is then transferred to a permanent status in the same classification shall not be required to serve a probationary period, but shall receive all employee benefits effective the date of the permanent classification.

C. Temporary Assignment of Less Than) Six (6) Months of Service: If an employee is transferred from temporary to permanent status in the same classification, and this temporary status was less than twelve consecutive months, he/she will continue on the probationary period until the completion of six (6) consecutive months from the first date of his/her employment. He/she shall receive all employee benefits effective with the date of his/her transfer to permanent classification.

D. Trainee Credit: At the discretion of the Executive Director and upon recommendation of the supervisor, an individual hired by the Authority to fill a position in which he/she has been satisfactorily performing as a trainee or assignment through a training or employment program with the Authority, may be granted credit toward the six (6) month probationary period for the period of trainee employment.

SECTION 25
ACTING, OUT-OF-CLASS AND TEMPORARY APPOINTMENTS

A. Acting Assignments: In cases of vacancy, prolonged absence from duty, or other emergencies, a Department Head, with the consent of the Executive Director, and with due consideration to seniority and qualifications may, in writing, temporarily promote an employee for a period not to exceed two (2) months to a position in a higher classification. If the temporary promotion is to exceed a period of two (2) months, an established promotional list, will be used to temporarily appointed to fill a budgeted or non-budgeted position in a higher classification. If no promotional list currently exists or the promotional list has been in place for over one (1) year, one will be established as provided by this MOU If, all eligible employees decline the temporary assignment, or if there are less than three (3) names on the list, the Authority may temporarily fill the position with a qualified person from outside the Authority. This temporary appointment shall not exceed twelve (12) consecutive calendar months. However, the Executive Director under special circumstances may extend a temporary appointment beyond the maximum six (6) month period, for a maximum of an additional six (6) months.

1. Pay for Acting Assignment: The employee shall be placed on the step in the salary range applying to the classification to which he/she is temporarily assigned that is next above his/her current pay provided that such salary is not higher than Step D of the higher classification. Such action and assignment must receive prior approval of the Executive Director. Following such placement, the employee shall be entitled to receive additional pay retroactively to the first day of assignment to

such higher classification. No employee will be removed from assignment to a classification with a higher salary than his/her own in order to avoid payment of additional wages. An employee on Step A through D prior to the temporary assignment shall be paid not less than the equivalent of a one-step pay rate increase in their regular permanent classification. An employee temporarily assigned to work at a lower classification, shall continue to receive the pay rate assigned to his/her regular classification.

B. Out-of-Class Assignments: The employee shall be entitled to receive additional pay retroactively to the first day of assignment to out-of-class assignment for the time actually worked in excess of five (5) consecutive days. Executive Director shall authorize up to an additional five (5%) percent in compensation if there is no existing classification for the additional work being performed and if it is determined that an employee has been directed to work continuously at a higher level of responsibility for the time actually worked in excess of five (5) consecutive days. In the event of a dispute, the decision is subject to the Grievance Procedure.

1. This temporary appointment shall not exceed twelve (12) consecutive calendar months. However, the Executive Director under special circumstances may extend a temporary appointment beyond the maximum six (6) month period, for a maximum of an additional six (6) months.

C. Acting and Out-of-Class Personnel File Notations: Each time an employee serves an acting or out-of-class assignment for a period of five (5) or more days, such assignment shall be duly noted in said employee's personnel records. A copy of such recording shall be immediately provided the concerned employee.

D. Temporary Employees: Temporary employees, who are not otherwise permanent employees, are subject to dismissal at any time with or without notice. Temporary employees shall be paid at an hourly rate only for the hours worked and are eligible for only those benefits as set forth in the Personnel and Procedures Policy. An employee temporarily assigned to a higher classification shall, no sooner than five (5) working days following his/her assignment, be returned to his/her regular classification if, for any reason he/she is unable to perform the duties of the temporary position.

E. Use of Extra Hire or Temporary Employees: The parties agree that the utilization of extra hire or temporary employees should be in situations where, in the Authority's judgment, full-time employment is not justified or practical or where the nature of the work to be performed is outside of the scope of the services ordinarily performed by members of the bargaining unit. If one temporary worker is utilized full-time in a single position continuously for an eighteen (18) month period, and such utilization is not (a) filling in for an employee absence or leave nor (b) in a contracted project assignment, then the Authority shall either convert such utilization into a new regular position, or cease such utilization of the temporary worker.

F. Contracting Out: In addition to the above provision for temporary employees, the

Authority may contract or sub-contract for services ordinarily performed by members of the Association as members of the Association retire, resign or positions are vacated, including but not limited to termination for failure to perform pursuant to performance standards.

SECTION 26
PROMOTIONS

A. Promotion Eligibility: Only permanent full-time or part-time employees who have fulfilled their initial probationary period will be eligible to participate in promotional opportunities within the Authority. For purposes set forth in this section, the term "permanent, full-time employee" shall not include seasonal and/or temporary employees.

B. Announcement Posting: All promotional job openings shall be posted in all departments in the Authority at least ten (10) days prior to the close of exam filing period. The announcement shall indicate the position, current salary range, final filing date, application requirements, selection procedures, quality ranking factors, and assignment. A copy of the appropriate position description will be attached to the announcement.

C. Ranking Factors: Quality ranking factors for promotion shall be first determined by the needs of the position, and then based on the position applied for, as determined by an oral interview, training and experience, prior performance and disciplinary record, and, when practical, the results of a competitive examination related to the requirements of the position. Should a competitive examination beyond an oral examination be utilized as a part of the promotional process for Maintenance employees, it shall be a practical performance examination.

D. Seniority: Seniority shall be the governing factor where there is no significant difference in ability and performance.

E. Selection Panel: If the position being filled is in a job classification covered by this MOU, the Authority shall set up an eligible/promotional selection panel. The Association may designate a member of it's choosing to observe the procedure established to select a candidate for promotion. The Authority shall notify the Association designee of the date of the panel at the same time candidates are notified.

F. Eligible/Promotional List: The Executive Director may establish an eligible/ promotional list for any position. The procedure for establishing an eligible/ promotional list shall be the same as Paragraph E above. The Executive Director may require a new eligible/promotional list be established when there are less than three (3) names on the list, after the list has been in place for over one (1) year, or when it is necessary to modify the position job description. If a vacancy occurs, the person at the top of the eligible/promotional list shall be granted the first right of refusal, then number two (2) on the list, etc. Each eligible candidate may waive two (2) offers of

promotion before being dropped to the bottom of the eligible list.

SECTION 27
NOTICE OF TERMINATION

A. No regular permanent employee shall be discharged for incompetency or inefficiency without receiving ten (10) working days' prior written notice of termination. An employee being terminated due to reduction in force shall be given seven (7) days' notice in accordance with the Personnel and Procedures Policy.

B. The Authority, while fully committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as handicapped under federal and/or state law, may, for those employees in "safety sensitive" positions as defined in 29 CCR 599.960 et seq. or the parties agree that said positions shall be treated as "safety sensitive" positions, randomly test for drug or alcohol use and for all other employees determine, based upon "reasonable belief or suspicion" as defined in the Housing Authority of the County of San Joaquin Drug and Alcohol Free Workplace Administrative Guidelines ("Workplace Guidelines") to be incorporated into the Personnel Policy as now or hereafter defined, that those employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work, shall be detained for a reasonable time until he/she submits to an alcohol and/or drug analysis and then, if appropriate as determined by Authority management or law enforcement personnel, transported from work site. This governing policy applies to alcohol, illegal drugs and all substances, drugs or medication, whether legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of their particular job. If it is later determined that said employee was under the influence of alcohol and/or drugs, he/she will be subject discipline including termination. Further, the refusal to submit to an alcohol and/or drug analysis, or the refusal to submit to a search of personnel properties if requested by law enforcement personnel, may be considered insubordination and grounds for discipline up to and including termination.

C. Non-Disciplinary Medical Separation

The Procedures for Non-Disciplinary Medical Separation are as follow:

1. In the event that an employee becomes medically restricted from performing the essential functions of his/her job, the Housing Authority will comply with the requirements under the Workers Compensation Act, Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, and/or any other regulations to the extent they are applicable.

2. In the event the employee has a disability, the Housing Authority will also determine, through the interactive process, whether the employee is able to perform the essential functions of the job, with or without reasonable accommodations. If reasonable accommodation cannot be provided, the Housing Authority will

proceed to the next step.

3. The Housing Authority will process the employee's eligibility for CalPERS disability retirement benefits. If it appears the employee may be eligible, the Housing Authority or the employee will initiate an application with CalPERS. The Housing Authority will not separate the employee because of the medical restriction until it has been determined that the employee is not eligible for CalPERS disability retirement or CalPERS cancels or closes the application for reasons, including but not limited to the employee's ineligibility or refusal to cooperate. If there is no CalPERS eligibility or the application is closed, the Housing Authority will proceed to the next step.

4. The Housing Authority will provide the employee with a non-disciplinary notice of intent to separate, the medically related basis for the separation, and the documents upon which the notice is based. The Housing Authority will provide the employee with an opportunity to respond within five (5) Working Days of receipt of the notice.

5. After the employee has had the opportunity to respond, the Housing Authority will notify the employee of its final decision regarding the separation. In the event of separation for medical reasons, the employee will not have any right of appeal and no right to an appeal hearing.

SECTION 28
CLASSIFICATIONS

A. New or Modified Classification: In the event a new job classification is established or an existing classification is changed, which is subject to the provisions of this MOU, the Authority shall assign it a salary range on the basis of the relative value of the elements of the new or changed job classification in comparison with the elements of the existing classifications and shall in writing provide the Association with a copy of the description of the new or changed job classification. The Association shall have a thirty (30) day period in which to review and comment on the new or changed job classification.

B. Review of New or Modified Classification by the Association: During the thirty (30) day period, the President of the Association or designated representative, shall be afforded the opportunity to discuss the new or changed job classification, type of appointment, bargaining unit designation and salary range with the Executive Director or his/her designated representative. If the Association does not request a meeting or file a grievance at Step 3 of the Grievance Procedure during the thirty (30) day period, it shall be deemed to be approved by the Association.

C. Grievance Resolution: If there is a disagreement with the job classification, type of appointment, bargaining unit designation or the assigned salary range, the Authority will not take any action until all of the provisions of the Grievance Procedure have

been complied with.

D. Posting of Temporary Positions: The Authority will post all positions, both within and outside of the bargaining unit, for which temporary assignment is proposed to be made. The Authority will consider all internal as well as external qualified candidates for the position.

SECTION 29
LAYOFF AND RECALL

A. Reduction in Force: Whenever a reduction in the work force becomes necessary, the reduction shall be made by classification. The employee in the reduced classification who has the least seniority shall be first subject to the transfer and/or demotion provisions. Seniority, as defined in Section 22 shall be the governing factor. However, if the Authority decides that such employee may be used in a lower related classification, or equivalent classification, such employee may be transferred and/or demoted to such other classification.

B. Permanent Employees: No permanent employee shall be laid off within any classification while there are temporary, probationary, part-time, or seasonal employees working in the same classification.

C. Optional Transfer or Demotion In Lieu of Layoff: In the event an employee is subject to layoff in his/her classification and can reasonably perform duties in a lower or equivalent classification without further training, such employee may, in lieu of layoff, elect a demotion and/or transfer within the Association. If this election is made, the employee shall be demoted and/or transferred to the next lower classification or transferred to an equivalent classification in the normal line of progression. The employee shall be entitled to displace the employee in another classification who has the least seniority, provided, however, that the employee shall not be entitled to displace an employee whose seniority is greater than his/her own. Qualifications for displacing an employee with less seniority in an equivalent classification shall be based upon reliable, reasonably competent paid work experience in a prior position with clearly definable similar duties, including work with other employers as determined by the Authority.

D. Salary Reduction: Following a layoff in his/her classification, whenever an employee having seniority cannot displace another employee in a position with the same salary range and must, therefore, displace an employee in a position with a lower salary range with a maximum step not lower than the employee's current actual salary, the employee shall be placed on the step in the lower salary range which is equal to the employee's current actual salary. If the employee's current rate of pay is above the maximum in the new range, he/she shall be placed on the top step in the new range. The employee's anniversary date shall not be changed by this action.

E. Recall to Former Position: When an employee has accepted a position in a lower or

equivalent classification by virtue of these layoff provisions, he/she shall be recalled to his/her former position when a position becomes available, in the reverse order of reduction.

F. Recall From Reemployment List: An employee laid off by virtue of the preceding provisions shall be placed on a reemployment list that shall be valid for a period of twenty-four (24) months following layoff. Laid off employee(s) shall be offered the first right of refusal, in reverse order of layoff, to any open position for which the employee meets the minimum qualifications. Such offers of employment shall only be made following compliance with Paragraph E.

SECTION 30
CONTINUITY OF SERVICE TO PUBLIC

A. No Strike: Neither the Association or its members shall at any time call, sanction, assist or engage in any strike, slowdown, or stoppage of the operations of the Authority in serving the public, or honor such action, if any, by non-management employees.

B. No Lock-Out: During the term of this Agreement, the Authority shall not cause or permit any lockout of its employees.

SECTION 31
ENTIRE AGREEMENT; WAIVER CLAUSE

The parties intend that this MOU sets forth in full the entire understanding of the parties regarding matters set forth herein. Any other prior or existing MOUs by the parties, whether formal or informal, regarding any such matters, are hereby superseded or terminated in their entirety. The parties acknowledge that this MOU is the entire agreement and understanding concluding all collective bargaining and for the life of this MOU, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter pertaining to or covered by this MOU notwithstanding any other provisions of law to the contrary. The parties intend that this MOU sets forth in full the entire understanding of the parties regarding matters set forth herein. Any other prior or existing MOUs by the parties, whether formal or informal, regarding such matters, are hereby superseded or terminated in their entirety.

SECTION 32
REST PERIODS

During their normal eight (8) hour workday, employees will be granted two (2) fifteen (15) minute rest periods in the approximate middle of each half shift, which may be scheduled by the Authority.

SECTION 33
EDUCATION, TRAINING AND JOB ENHANCEMENT

A. Education Reimbursement Fund: The Authority may, at its discretion, establish an

educational reimbursement and job enhancement fund. Employees may seek reimbursement for educational expenses involving career-oriented courses to be taken on the employee's own time. Courses must be approved in advance by the Department Head, who shall take into consideration the relevance of the courses to the employee's job and career possibilities within the Authority. An employee shall make requests for reimbursement upon successful completion of the course work.

B. Maximum Reimbursement: Employees may apply for reimbursement for the following allowable expenses:

- Required Textbooks at 50% of cost
- Tuition at 50% of part time cost; up to the maximum of California State University rates, (adjusted annually).

Employees must provide an itemized receipt detailing specific expenses and proof of payment.

C. Self-Improvement and Job Enhancement: Employees who enroll in a career related self-improvement class, shall be eligible to be reimbursed Three Hundred Dollars ($300.00) annually in accordance with the procedures above with approval in advance by the Department Head. The Executive Director or designee must approve all other course work in advance.

D. In-Service Training: The parties recognize the value of in-service training and shall work cooperatively to bring about such training.

E. Training Opportunities: The Authority shall make training opportunities available to all employees covered by this MOU in accordance with the provisions of Paragraph A.

SECTION 34
MISCELLANEOUS PROVISIONS

A. Utilization of Bilingual Skills: While maintaining the policy that clients provide their own translator services, the Authority recognizes that certain employees having bilingual skills are called upon from time to time to perform translator duties. It is further recognized that certain of these employees may be called away from their normal duties to perform translator services. In these cases, where the translator service demands become onerous, regular workload relief may be appropriate.

B. Bilingual Pay: The Authority shall designate certain positions that shall be eligible for bilingual pay. It shall be within the sole discretion of the Authority to determine the requirements for eligibility. Beginning January 1, 2017, and annually thereafter, each department will provide their employees a list of translation opportunities within the department. Initial participation in the Bilingual Pay Program shall be voluntary but the Authority reserves the right to assign an employee to the program as business needs dictate. Voluntary participants agree to participate in the program for a minimum of

one year unless an unusual hardship is presented by the employee, assigned employees will participate as Authority needs dictate. Participants who have successfully completed the testing and review process shall receive a Fifty Dollars ($50.00) per pay period differential as stipulated in the Authority Bilingual Pay Program. Participants agree to adhere to the Authority Bilingual Pay Program.

C. Entire MOU: The parties acknowledge that this MOU is the entire MOU concluding all collective bargaining and for the term of this MOU. Except as otherwise provided in this MOU, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter pertaining to or covered by this MOU, notwithstanding any other provisions of law to the contrary.

D. Severability: If any article or section of this MOU shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of the provisions of this MOU shall not be affected thereby and shall remain in full force and effect for the duration of this MOU. Upon notice of such decision, the parties agree to immediately meet for the purpose of renegotiating the invalidated article, section, or portion thereof.

E. Previous MOUs: The parties intend that this MOU sets forth in full the entire understanding of the parties regarding matters set forth herein. Any other prior or existing MOUs by the parties, whether formal or informal, regarding any such matters, are hereby superseded or terminated in their entirety.

F. Reimbursement for Property Damage: Employees who through no fault of their own suffer loss or damage to personal property in the course and scope of their assigned official Authority duties may be eligible for reimbursement up to a maximum of Two Hundred Dollars ($200.00), as follows:

1. All claims must be submitted to the Human Resources Department in writing within three (3) days of the date of loss or damage.

2. The written claim must include complete details of the loss, including acceptable proof of value of the item lost or damaged. Authority may require investigation prior to consideration of the claim.

3. No reimbursement for cash losses or losses due to lost or stolen credit cards.

4. No reimbursement for losses having a value of Ten Dollars ($10.00) or less.

5. No reimbursement for losses covered by another source including, but not limited to, insurance policy, another agency, or personal reimbursement.

6. No reimbursement for damage to automobiles; all claims for damage to automobiles

must be handled by the automobile insurance covering that driver and vehicle.

7. No reimbursement if loss was to personal property whose function is served by property that is supplied by the Housing Authority.

G. Health Insurance Providers: The Authority reserves the right, should it deem it desirable or necessary to consider the withdrawal from CalPERS as the health insurance provider, to be substituted with a replacement health provider.

H. Survival of Terms: Should any portion of this memorandum or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by a court of competent jurisdiction, such invalidation of any portion of this MOU shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. Upon the issuance of such a decision, the parties agree to negotiate a substitute for the invalidated articles, section, or portion thereof, within a reasonable period of time.

I. Prior Policies: The parties shall agree that prior policies do not change by this MOU shall remain in effect unless amended by the provisions of this MOU. Such policies may be amended pursuant to meet and confer as per Government Code Section 3500 et seq.

J. No Strike – No Lock Out:

1. During the term of this MOU, neither the Association nor its members shall call, sanction, assist or engage in any strike, slowdown or stoppage of the operations of the Authority in serving the public.

2. During the term of this MOU, the Authority shall not cause or permit any lockout of its employees.

SECTION 35
TERM

Upon ratification by all parties, this MOU shall be in effect from the first pay period after October 1, 2021 (except as otherwise specified for a subsequent effective date as to a particular section) through September 30, 2026.

The parties may mutually agree to reopen this MOU for purposes of reviewing modifications of MOU language in other Bargaining Units regarding provisions commonly applicable to all employees of the Authority.

This MOU shall supersede any and all prior or existing understandings, negotiations, or agreements between the Authority and the Association.

SIGNATURE PAGE

MEMORANDUM OF UNDERSTANDING
between
HOUSING AUTHORITY OF THE COUNTY OF SAN JOAQUIN
and
SAN JOAQUIN HOUSING AUTHORITY EMPLOYEE and MANAGEMENT ASSOCIATIONS 2021-2026

DATED April 4, 2022

HOUSING AUTHORITY OF THE COUNTY OF SAN JOAQUIN

By _____
Peter Ragsdale, Executive Director
Housing Authority of the
County of San Joaquin

By _____
Melinda Hazard, Director of Finance
Housing Authority of the
County of San Joaquin

Approved As to Form:

By _____
Alan Coon, General
Counsel Representative for
the Housing Authority of the
County of San Joaquin

By _____
Nancy Glossa, Human Resource Mngr
Housing Authority of the
County of San Joaquin

SAN JOAQUIN HOUSING AUTHORITY EMPLOYEES' ASSOCIATION

By _____
Association President
Joe Gastello

By _____
Negotiating Team Member

By _____
Negotiating Team Member

By _____
Kim Gillingham, Labor Representative
Guyette & Associates
San Joaquin Housing Authority Employee
and Management Associations