

Housing Authority of the County of Stanislaus

...also serving Alpine ▪ Amador ▪ Calaveras ▪ Inyo ▪ Mariposa ▪ Mono ▪ Tuolumne Counties.

DATE: February 9, 2017
TO: Board of Commissioners
FROM: Barbara Kauss, Executive Director
SUBJECT: **Action Item #02:** Approval of Memorandum of Understanding with AFSCME Local 10
PREPARED BY: Kimberly Murdaugh, Director of Human Resources and Business Operations

RESOLUTION #:16-17-05

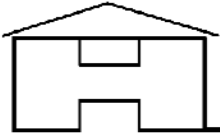
RECOMMENDATION:

After review and discussion, staff recommends the Board of Commissioners approve the Memorandum of Understanding (MOU) between the Housing Authority of the County of Stanislaus and the AFSCME Local 10.

SUMMARY:

A Housing Authority negotiation team composed of Phil Avila, Scott Fitzgerald and Kimberly Murdaugh met with AFSCME Local 10 representatives including represented staff to negotiate the terms and conditions of employment towards a successor MOU. After several negotiation sessions, both teams came to tentative agreement on key provisions to be updated in the successor MOU. On January 3, 2017 staff represented by AFSCME Local 10 met and voted to approved the following changes:

- Term of MOU October 1, 2016 – September 30, 2019
- Provides a cost of living adjustment of three (3%) effective October 1, 2016; two and one-half (2.5%) effective October 1, 2017 and one (1%) effective October 1, 2018
- Provides an annual lump sum payment of 3/4% (.75%) calculated on wages as of September 30th of each year of the agreement.
- Reduction in the share of the cost of employee contribution to PERS paid by the Agency from three (3%) to one and one-half (1.5%) upon approval of the MOU. The remaining one and one-half (1.5%) will be paid by the employee effective October 1, 2017.
- Modifies the monthly health contribution paid by the Agency to a single allowance of \$950.00 per month per employee.
- Addition of one (1) floating holiday
- Incorporates language from prior amendments to the MOU.



Housing Authority of the County of Stanislaus

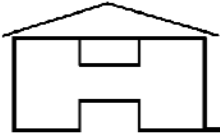
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FISCAL IMPACT:

The cost of living adjustments, the change in the payment of PERS contribution paid by the Authority, and the modification to the monthly health contribution paid by the Agency affects all AFSCME represented employees in the General and Clerical Services Unit and the General Maintenance Service Unit. There are sufficient funds available in the various program operating budgets to underwrite the additional costs.

ATTACHMENTS:

1. Resolution
2. Memorandum of Understanding between the Housing Authority of the County of Stanislaus and the AFSCME Local 10.



Housing Authority of the County of Stanislaus

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RESOLUTION NO. 16-17-05

RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS AND AFSCME LOCAL 10

WHEREAS, the Board of Commissioners of the Housing Authority of the County of Stanislaus desires to approve the Memorandum of Understanding with AFSCME Local 10; and

WHEREAS, the Memorandum of Understanding is attached as Exhibit "A" to this resolution; and

WHEREAS, AFSCME Local 10 met with represented employees and voted in favor of the terms and conditions of the MOU; and

WHEREAS, the Board of Commissioners of the Housing Authority of the County of Stanislaus has reviewed and discussed said Memorandum of Understanding.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the County of Stanislaus, that

1. That the Memorandum of Understanding attached as "Exhibit A" of this resolution is approved, and
2. That the Executive Director is authorized to execute the Memorandum of Understanding on behalf of the Housing Authority
3. That this Resolution shall be effective immediately

DULY AND REGULARLY ADOPTED by the Board of Commissioners of the Housing Authority of the County of Stanislaus this 9th day of February, 2017.

On motion of Commissioner _____, seconded by Commissioner _____ and on the following roll call vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Approved: _____
Chairman

Attest: _____
Secretary



EXHIBIT A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement") is made by and between the HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS (the "AUTHORITY") and STANISLAUS COUNTY EMPLOYEE'S ASSOCIATION, AFSCME Local 10, AFL-CIO (the "UNION").

RECITALS

A

Since on or about July 18, 1984, the AUTHORITY has recognized the UNION as the sole and exclusive employee representative with respect to wages, hours and other terms and conditions of employment for those employees providing general and clerical services to the AUTHORITY ("the General and Clerical Services Unit").

B

Since on or about November 14, 1988, the AUTHORITY (hereinafter the "AUTHORITY") has recognized the UNION as the sole and exclusive employee representative with respect to wages, hours and other terms and conditions of employment for those employees providing maintenance services to the AUTHORITY ("the General Maintenance Services Unit").

C

Since on or about November 14, 1988, the AUTHORITY and the UNION have agreed and continue to agree to maintain the General and Clerical Services Unit and the General Maintenance Service Unit as separate units for the UNION's internal purposes. However, the AUTHORITY and the UNION have further agreed that for purposes of negotiations and this Agreement these respective units shall be treated as one and the same.

NOW THEREFORE, the parties agree as follows:

ARTICLE I - ORGANIZATIONAL RIGHTS

1.1 RECOGNITION.

a. For the purposes of meeting and conferring with respect to wages, hours, and other terms and conditions of employment, the AUTHORITY recognizes the UNION as the sole and exclusive employee representative for all employees in the following classifications in the respective bargaining units, subject to the right of an employee to represent himself/herself as provided in California Government Code Section 3502.

EXHIBIT A

(1) General and Clerical Services Unit.

Office Assistant
Senior Office Assistant
Administrative Clerk I
Accounts Payable Clerk
Finance Clerk
Senior Account Clerk
Sr. General Ledger Clerk
Housing Quality Standards Inspector
Eligibility Specialist I
Eligibility Specialist II
Family Self-Sufficiency Specialist Coordinator
Occupancy Clerk
Occupancy Specialist I
Occupancy Specialist II
Resident Services Representative
Minor/Major Home Repair Clerk

(2) General Maintenance Services Unit.

Maintenance Worker I
Maintenance Worker II
Area Maintenance Worker
Purchasing Specialist
Work Order Clerk
Senior Work Order Clerk
Westley Area Maintenance Worker
Landscape Area Maintenance Worker

b. Employment Status: The standing of an employee's present appointment. The following are types of status for employees covered by this agreement:

(1) Regular: The status of an employee who has been lawfully retained in a classification on a full-time basis, after completion of a probationary period.

(2) Probationary: The status of an employee who has been appointed to a classification, which is allocated as regular full-time, but who has not completed the required probationary period.

c. Position: The combination of duties regularly assigned to be performed by one person within a job classification which is covered by this Agreement.

EXHIBIT A

d. Regular Full Time: The position in which employment is on a full-time basis in accordance with the provisions of Section 4.1.

1.2 UNION SECURITY:

All employees employed in a UNION represented bargaining unit shall as a condition of employment either

(1) Become and remain a member of the UNION; or.

(2) Pay to the UNION an agency fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, which shall be less than the monthly dues paid by UNION members during the duration of this Memorandum of Understanding. It shall be the sole responsibility of the UNION to determine an agency fee which meets the above criteria; or

(3) Do both of the following:

a. Present to the UNION and the AUTHORITY's Finance Director a written declaration that the employee is a member of a bona fide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and

b. Pay a sum equal to the agency fee described above to either United Way or Resources to Empower, Achieve and Change Horizons ("REACH"), both of which are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

c. Newly hired employees shall have thirty (30) calendar days from date of hire to authorize one of the above deductions. If any employee in either of the above situations fails to authorize one of the above deductions within the applicable thirty (30) calendar day period, the AUTHORITY shall involuntarily deduct the agency fee from that employee's paycheck.

d. If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of UNION dues, agency fee, or charity fee required by this Section 1.2, no such deduction shall be made.

e. The provisions of this Section 1.2 shall not apply during any period that an employee is separated from the represented unit, but shall be reinstated upon the return of the employee to the represented unit. For the purpose of this Section 1.2, the term "separation" includes transfer out of the representation unit, layoff, and leave of absence without pay.

EXHIBIT A

f. Any new employees hired into a UNION represented bargaining unit shall be provided by the AUTHORITY shall execute an "employee deduction form" selecting one of the following (i) Union dues; (ii) agency fee; or (iii) if he/she qualifies, a fee equal to agency fee payable to United Way or REACH.

g. Union Obligations

(1) The UNION shall provide the AUTHORITY and every agency fee payer with a copy of the UNION's "Hudson procedure" for the determination and protest of its agency fees annually on or before July 1, as a condition to any percentage change in the agency fee.

(2) Annually, the UNION shall provide the Executive Director of the AUTHORITY with copies of the financial report which the UNION annually files with the California Employee Relation Board, the United States Department of Labor (Form LM-2), or the UNION's balance and operating statement for the prior fiscal year.

(3) The UNION shall allow dues paying members to make an alternate selection to fee payer during the calendar month of June, to become effective the first pay period in July.

(4) The UNION shall indemnify, defend, and hold harmless the AUTHORITY and its commissioners, officers, and employees for following the provisions of this Section 1.2.

1.3 PAYROLL DEDUCTION:

a. In addition to continuing existing payroll deductions for group insurance plans to which the AUTHORITY now is or shall hereafter be a contracting party, the AUTHORITY agrees to deduct from each regular payroll check issued to members of the UNION in equal amounts payroll deductions for:

- (1) The normal and regular monthly membership dues; and
- (2) Insurance premiums for plans to which the AUTHORITY is not a contracting party, i.e. UNION sponsored insurance premiums.
- (3) Voluntary contributions by members of the UNION to "PEOPLE".

b. All payroll deductions for UNION purposes set forth in 1.2 (2) and (3) above shall be subject to the following conditions:

EXHIBIT A

- (1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms as agreed to by the UNION and the AUTHORITY. Any changes or modifications shall be agreed upon between the UNION and the AUTHORITY.
- (2) Such deductions shall be made only upon submission to the Human Resources Department of the AUTHORITY on said authorization form duly completed and executed by the employee.
- (3) The AUTHORITY shall deduct UNION dues and other authorized UNION deductions as may be agreed upon from the employee's paycheck using said authorization form, and will remit said deductions to the UNION within ten (10) calendar days following the established payday.

c. Notwithstanding anything hereinabove to the contrary, all payroll deductions for members of the UNION for contributions to the Public Employees Retirement System (PERS) shall be deducted once a month from the payroll check for the 20th day of the month pay date.

d. Semi-annually during the term of this Memorandum of Understanding, the AUTHORITY shall provide the UNION with a listing of all UNION represented employees in alphabetical order by bargaining unit, job classification, and salary range. Additionally, during the term of this Memorandum of Understanding, the AUTHORITY shall notify the UNION, in writing, of proposed newly created position(s), job title(s), or job retitle(s). Thereafter, if the UNION fails to request a meet and confer session within five (5) working days of receipt of said notice, the AUTHORITY shall proceed to implement the newly created position(s), job title(s), or job retitle(s). If the UNION timely requests to meet and confer, decisions regarding newly created position(s), job title(s), or job retitle(s), shall be subject to a meet and confer session.

Upon written request from the UNION, the AUTHORITY shall also provide the UNION with a report of the total, annual budgeted salary for all employees assigned to classifications within the bargaining unit; the total, annual cost of all fringe benefits for those employees; and the total, annual cost to the AUTHORITY of all compensation paid to those employees.

e. The AUTHORITY shall cease taking deductions, to include dues and other authorized deductions, out of the employee's paycheck, only upon the completion and receipt of an approved UNION withdrawal form, executed by the employee.

f. The UNION shall defend, indemnify and hold harmless the AUTHORITY and its commissioners, officers, employees and/or agents against claims of invasion of privacy asserted by any employees resulting from the dissemination by the AUTHORITY to the UNION of the information and/or data referenced in this Section 1.3.

EXHIBIT A

1.4 ORGANIZATIONAL SECURITY:

a. Duty of Fair Representation: The UNION shall accord fair representation in all matters to all employees in the bargaining units without regard to whether a particular employee is a member of the UNION. The duty of fair representation shall include, but not be limited to all matters relative to collective bargaining and contract administration.

b. Employee Rights: Employees covered by this Agreement shall have all rights specified in California Government Code Section 3500 et seq.

Prohibition Against Discrimination: The AUTHORITY agrees not to discriminate against any employee because of membership in the UNION or because of any activities on behalf of the UNION. The UNION's activities shall not interfere with the normal operations of the AUTHORITY. The UNION agrees not to discriminate against any employee because of non-membership in the UNION.

The AUTHORITY and the UNION shall not discriminate for or against any employee or applicant for employment on account of race, color, creed, national origin, age, sex, sexual preference or physical or mental disability which does not prevent an employee from fulfilling his or her job responsibilities.

The term "disability" as used in this Agreement shall mean disability as that term is defined by applicable law. The AUTHORITY recognizes its obligation to accommodate employees with disability to the extent required by applicable law.

The AUTHORITY does not discriminate on the basis [race, religious creed, color national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person](#) in any of its policies, procedures, or practices. The AUTHORITY prohibits all sexual harassment. This non-discrimination policy covers admission and access to, or treatment or employment in, the AUTHORITY's federally assisted programs and activities.

The AUTHORITY recognizes its obligation to provide overall program accessibility for disabled persons. Information as to the existence and location of services, activities, and facilities that are accessible to and useable by disabled persons may be obtained by contacting the Section 504 coordinator of the AUTHORITY at the principal business office of the AUTHORITY (1701 Robertson Road, Modesto, California 95351) or by telephone (209) 557-2000.

1.5 JOB STEWARD AND UNION REPRESENTATION:

a. The AUTHORITY recognizes as official UNION representatives, the UNION designated job stewards, alternate job stewards, and the primary business agent.

EXHIBIT A

b. The UNION shall designate one (1) job steward and one (1) alternate job steward for the General and Clerical Services Unit and the General Maintenance Services Unit, respectively. Additionally, the UNION may designate an alternate business agent. The alternate job stewards and any designated alternate business agent shall serve only in the absence of the designated job stewards and/or business agent, respectively.

c. The UNION shall provide the AUTHORITY with a list of the designated job stewards, alternate job stewards, primary business agent, and any alternate business agent. This list shall be kept current at all times.

d. Access to AUTHORITY work locations and represented employees will be granted by the AUTHORITY to the authorized UNION representatives enumerated in Section 1.5a above subject to the following conditions:

(1) Access shall be for the purpose of business related to investigating and processing grievances, investigating and processing disciplinary matters, interpretation of this Agreement, and other matters related to the terms and conditions of employment within the scope of representation.

(2) For purposes of investigating and processing grievances and disciplinary matters, authorized representatives of the UNION designated in accordance with subparagraph b above may access work locations and employees during working hours of the AUTHORITY with the prior approval of the Executive Director or his/her designee which approval shall not be unreasonably withheld. The Authority shall provide the union shop stewards with a list of the Executive Director's designees in the order assigned by the Authority. This list shall be current at all times. The authorized representative of the UNION shall notify the Executive Director or his/her designee of the identity of the employee or employees to be contacted and the purpose of the contact.

(3) UNION business related to interpretation of this Agreement and other matters related to the scope and conditions of employment other than investigating and processing grievances and disciplinary matters shall be conducted between the UNION and the affected employer/employees during non-working hours or break times.

(4) In contacting employees in the bargaining units, the authorized representatives of the UNION shall not unreasonably interfere with or disrupt the operations and functions of the AUTHORITY.

1.6 ORGANIZATIONAL BUSINESS:

Members of the UNION Negotiating Committee shall be granted leave from duty with full benefits for the purpose of negotiating the terms of an agreement when such meetings take place at a time during which such members are scheduled to be on duty.

EXHIBIT A

1.7 BULLETIN BOARDS:

- a. For the purpose of posting UNION notices, the AUTHORITY shall provide the UNION with adequate space on bulletin boards in areas where the UNION has employees it represents. Such notices shall be posted by the UNION.
- b. The same bulletin board shall be utilized for the posting of job examination announcements and seniority lists.

ARTICLE II – WAGES

2.1 COST OF LIVING INCREASE:

Effective October 1, 2016, the wages of all employees within the job classifications covered by this agreement shall be increased by three percent (3%). In addition, there will be a one-time lump sum payment equal to three quarters of one percent (3/4%) of the wages of all employees within the job classifications covered by this agreement. This lump sum payment shall be calculated based upon wages in effect on September 30, 2016. Commencing the second year of this agreement (October 1, 2017), the wages of all employees within the job classifications covered by this agreement shall be increased by two and one half percent (2 1/2%). In addition, there will be a one-time lump sum payment equal to three quarters of one percent (3/4%) of the wages of all employees within the job classifications covered by this agreement. This lump sum payment shall be calculated based upon wages in effect on September 30, 2017. Commencing the third year of this agreement (October 1, 2018), the wages of all employees within the job classifications covered by this agreement shall be increased by one percent (1%). In addition, there will be a one-time lump sum payment equal to three quarters of one percent (3/4%) of the wages of all employees within the job classifications covered by this agreement. This lump sum payment shall be calculated based upon wages in effect on September 30, 2018.

2.2 MERIT SALARY INCREASES:

- a. Following successful completion of a probationary period, as defined in Section 6.5 of this Agreement, each employee in each job classification 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 his/her 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. Additionally, an employee's prior record of performance for the previous twenty-four (24) months may be considered to a lesser extent than the current

EXHIBIT A

evaluation in determining an employee's eligibility for a merit salary increase. Increases must be recommended by the employee's immediate supervisor and approved by the Executive Director.

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

c. Performance evaluations shall be due thirty (30) days before or after the employee's anniversary date, whichever date is later. The authority shall provide a list of evaluations(s) which have become overdue including due date, and the name of the immediate Supervisor. Said notice shall be sent to the Union Steward for the unit in which the represented employee is a member, and to the Executive Director within fourteen (14) days from the date it becomes overdue. A merit salary increase recommended following a delayed evaluation shall be retroactive to the employee's anniversary date.

d. In cases where inferior work, 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. Merit salary increases shall be re-reviewed within six (6) months following denial by a follow-up written performance evaluation.

e. 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.

f. 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.

2.3 EDUCATIONAL INCENTIVE PAY PLAN FOR EMPLOYEES.

a. During the term of this Agreement, each employee within the respective bargaining units will be entitled to an additional one and one half percent (1½%) base salary increase on the first day of the month following the satisfactory completion of approved training units. A training unit consists of the satisfactory completion by an employee on his/her own time of either the equivalent of any approved, job-related, three (3) units semester course in any accredited community college, college, university, or business school or the verified completion of thirty-two (32) hours of an accredited training course, community service class, or seminar that is job-related.

b. The term "approved training plan" shall mean a training plan developed by and between each employee and his or her immediate supervisor which has been approved by

EXHIBIT A

the Executive Director and which identifies each employee's job-related training program. The development of an approved training plan may be initiated by each employee's immediate supervisor or by each employee upon written request to his or her immediate supervisor with a copy to the Executive Director.

- c. "Satisfactory completion of a training unit" shall mean a grade of "C" or better or obtaining a course "certificate" verifying completion.
- d. An employee satisfactorily completing a training unit as defined above shall be entitled to an additional one and one-half percent (1½%) base salary increase on the first day of the month following satisfactory completion of a training unit, subject to the condition that no employee shall be paid more than three percent (3%) base salary increase pursuant to the educational and training incentive pay plan in any one fiscal year. Any such salary increase shall be effective retroactively to the first day of the month following actual completion of an approved training unit or sequence of units providing and on the condition that the employee provides his or her supervisor with verification of satisfactory completion no later than sixty (60) days following the actual completion of an approved training unit or sequence of units. In the event verification of satisfactory completion is not received by the employee's supervisor within this sixty (60) day period of time, then the effective date of any such salary increase shall be deferred until the first day of the month following receipt of verification.
- e. During the term of this Memorandum of Understanding, the maximum base salary increases attributable to educational incentive pay in an employee's current job classification, inclusive of all educational and training incentive pay earned during the two (2) year term of this Agreement and any prior contract years shall be nine percent (9%).
- f. Employees shall have the option of receiving reimbursement for books and tuition upon successful completion of course work, or receiving one-half (½) of that amount at the commencement of course work and the remainder upon successful completion of the course work. If employees choose the latter option, they shall reimburse the AUTHORITY for all funds advanced by the AUTHORITY within thirty (30) days of withdrawal or unsuccessful completion. The AUTHORITY's obligation for reimbursement for books and tuition shall be limited to a maximum sum of One Thousand Dollars (\$1,000.00) per employee in any calendar year.
- g. The educational and training incentive plan for employees is a salary incentive plan. Employees will be encouraged, but not required, to participate. Failure to participate in this plan will not be reflected on any employee's performance evaluation and will not, by itself, be grounds to deny eligibility for a merit salary increase.

EXHIBIT A

ARTICLE III - EMPLOYEE BENEFITS

3.1 HEALTH, DENTAL, OPTICAL, and LIFE INSURANCE:

a. For all classifications for health, insurance, dental insurance, optical care, and term life insurance (“Employee Only,” “Employee plus 1 person” and “Employee Plus 2 or more persons”), the AUTHORITY’S monthly contribution for employees within the job classifications covered by this Agreement shall be 950.00. The employee shall not receive the difference between the premium cost and the Authority’s contribution in the event the premium costs is less than the Authority’s contribution.

b. From and after the commencement date of this Agreement, the AUTHORITY will utilize its best efforts to increase the amount of life insurance benefits for all employees within the job classifications covered by this Agreement for the same monthly premiums currently paid by the AUTHORITY for life insurance benefits and, in the event the AUTHORITY is able to increase life insurance benefits at no additional cost to the AUTHORITY, the AUTHORITY shall implement any increase in life insurance benefits as expeditiously as possible.

i. Subject to the insurer’s restrictions, if any, the Authority shall allow employees to purchase additional life insurance on their lives through the same insurer the Authority has selected with the total premium for the additional amount of coverage being paid by the employee.

ii. Subject to the insurer’s restrictions, if any, the Authority shall allow employees to purchase life insurance on their immediate family members’ live through the same insurer the Authority has selected with the total premium for family member’s coverage being paid by the employee.

c. The AUTHORITY’S base contribution for health insurance for retired full-time employees who are hired by the AUTHORITY from and after January 3, 2003 shall be an amount equivalent to one hundred percent (100%) of the premium costs of individual health care coverage provided under the Blue Shield health insurance plan currently offered to employees within the job classifications covered by this Agreement.

d. In the event the AUTHORITY deems it desirable or necessary to consider withdrawal from CalPERS as the health insurance provider for the AUTHORITY, the following procedure shall apply:

(1) As soon as possible after receipt, the AUTHORITY shall provide the UNION with all costs and plan benefit information (“Alternative Plan Information”) received by the AUTHORITY from one or more health insurance providers that the AUTHORITY deem to be viable alternatives to the health care plans offered by Cal Pers.

EXHIBIT A

(2) Within seven (7) working days following the UNION's receipt of Alternative Plan Information received by the AUTHORITY, the UNION shall conduct a meeting and a vote of its membership to accept or reject withdrawal from Cal Pers health insurance plans. The Executive Director of the AUTHORITY or its designated representative shall be permitted to be present at the commencement of this meeting to answer questions from Union members. The parties shall conduct a one day meet and confer regarding the Alternative Plan Information prior to the UNION vote. One union representative and one representative each from the General Unit and Clerical Unit may attend as well as the Executive director of the AUTHORITY and one member of management. The meet and confer shall be no greater than three hours.

(3) In the event UNION members approve the AUTHORITY's withdrawal from Cal Pers health insurance plans and non-union represented employees of the AUTHORITY oppose withdrawal, then within five (5) working days following the meeting referenced in subparagraph (2) above, the AUTHORITY shall conduct a vote of all AUTHORITY employees on the issue of withdrawal from Cal Pers health insurance plans. A simple majority vote of the employees present and voting at this meeting shall determine the questions presented.

3.2 **OTHER EMPLOYEE BENEFITS:**

a. Except as modified by this Agreement and subject to applicable laws, the following benefits shall remain in effect during the term of this Agreement:

- (1) State Unemployment Insurance
- (2) State Disability Insurance
- (3) Worker's Compensation Fund
- (4) Social Security
- (5) Public Employee's Retirement System

i. For the first year of this agreement commencing October 1, 2016, the 7% employee contribution for PERS Retirement, represented employees shall pay 5.5% and the AUTHORITY shall pay 1.5%. Commencing the second year of this agreement, October 1, 2017 the entire employee contribution of 7% for PERS Retirement shall be paid by the employee.

b. The AUTHORITY agrees to contract with "INSIGHT" for an employee assistance program for the term of this Agreement at the sole cost and expense of the AUTHORITY.

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EXHIBIT A

ARTICLE IV - HOURS OF WORK AND OVERTIME

4.1 WORK WEEK:

a. **General and Clerical Services Unit:** The work week for AUTHORITY employees in the General and Clerical Services Unit shall begin at 8:00 a.m. or 8:30 a.m. on Monday and end at 4:30 p.m. or 5:00 p.m. on the following Friday, depending on the schedule of the individual employee. The work week for permanent employees in the General and Clerical Services Unit shall consist of thirty seven and one-half (37 ½) hours within a one hundred and sixty-eight (168) hour, seven (7) day work period.

b. **General Maintenance Services Unit:** The work week for AUTHORITY employees in the General Maintenance Services Unit shall begin at 8:00 a.m. on Monday and end at 4:30 p.m. on the following Friday. The work week for employees in the General Maintenance Services Unit shall consist of forty (40) hours within a one hundred and sixty-eight (168) hour, seven (7) day work week.

C. FLEXIBLE WORK WEEK PLAN:

For the term of this Agreement, the AUTHORITY and the UNION agree to continue a flexible work schedule plan. The flex schedule plan will consist of a 9-hour day/80 hour bi-weekly work schedule for maintenance employees and an 8 ½ hour day/75.5 hour biweekly work schedule for clerical employees. Only regular full-time employees who have not previously taken unapproved leave without pay more than once in the preceding six (6) months shall be eligible to participate in a flexible hour work schedule. All requests for schedule change shall be in writing. All requests will be reviewed and approved by the Department head. Department coverage, operational requirements, and productivity will be considered in approving participation in the plan. Approval to participate may be granted no earlier than the next pay period following the written request. Probationary, temporary, and part time employees will not be eligible to participate in a flex schedule work plan.

All Authority offices shall remain open Monday through Friday from 8:00 AM to 5:00 PM. The flex schedule plan shall have the following optional shifts.

9/80 Plan

8:00 AM-5:30 PM

8.5/75.5 Plan

8:00 AM-5:00 PM

8:30 AM- 5:30 PM

d. 9/80 WORK SCHEDULE

The 9/80 biweekly schedule shall consist of eight 9 hour days and one eight-hour day, and one schedule day off. Fridays shall serve alternatively as the eight-hour day and scheduled day off (as shown below).

EXHIBIT A

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

The 9/80 Plan work week will begin at 12:01 PM on the scheduled Friday off and ends with the completion the fourth work hour on the following Friday.

e. 8.5/75.5 WORK SCHEDULE

The 8.5/75.5 biweekly schedule shall consist of eight 8 ½ hour days and one 7 ½ hour day, and one scheduled day off. Fridays shall serve alternatively as the 7 ½ hour day and scheduled day off (as shown below)

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
8.5	8.5	8.5	8.5	7.5	X	X	8.5	8.5	8.5	8.5	Off

f. FEDERAL AND STATE REGULATIONS

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

g. WORK EXPECTATIONS AND SCHEDULING

Work expectations will not change as a result of any employee participations in the following g flex plan schedule. The public hours of availability will remain the same. There can be no loss of productivity. If an employee is unable to handle their former work load, because of participation in the Plan or if an employee fails to comply with the Plan rules then the supervisor of that employee has the authority to return that employee to their previous work schedule. After 6 months the employee may reapply for consideration for participation in the Plan, subject to his/her supervisor's assessment and approval.

Employees are urged to scheduled doctors, dental, and personal appointments on their scheduled day off whenever possible to avoid operational coverage problems within their department. Additionally, employees scheduling Friday day vacations or 5 day vacations must do so at least 10 working days in advance to insure adequate department coverage. Supervisors must respond and take action on such request within 3 working days of receiving the request. Vacation requests of greater than 5 days which are submitted for approval less than 10 working days in advance shall not be denied based solely upon the timelines off the request. Denial of vacation requests shall be accompanied by the reason for the denial.

Adequate coverage of the work site must be maintained and is the responsibility of the appropriate supervisor. It is understood that an individual employee's schedule may be changed due to requirements of a department with a 14-day notice in advance of the change. If an employee requests or is required by a department to work on scheduled day off or to otherwise adjust their Plan schedule by taking different day off during that work week to attend training,

EXHIBIT A

meetings, meet work deadlines, appear in court, or for personal reasons, it must be done with prior approval of the appropriate supervisor.

Additionally, in the event coverage within a work site becomes temporarily reduced, and employee's schedule may be temporarily changed by the appropriate supervisor with a 14-day notice in advance of the change.

h. SICK LEAVE, VACATION AND DISABILITY

Sick leave and vacation will be charged on an hour-for-hour basis: i.e., if employee takes leave on a scheduled nine hour or eight ½ hour day then he/she will be charged nine hours or eight ½ hour of leave time.

Any employee that is off due to a disability will revert to their former regular work schedule i.e., 5/40 or 5/37 ½ for payroll purposes, the first Monday following the pay period when the employee was off work. Employees returning to work after disability shall return to their flex schedule on the first Monday of the pay period following the employee's return.

i. DURATION AND TERMINATION

The Authority may modify or terminate the plan at its sole discretion after meeting with Local 10 to discuss reasons for modification or termination. Further each department head may independently recommend to Director to terminate the plan with in Department. The Director shall have the sole discretion, after meeting with Local 10 to discuss reasons for termination, to terminate the Plan with in a Department.

In the event the Plan is terminated within a Department or within the Authority all participating employees shall return to work schedule in effect prior to their participation in the Plan. Two-weeks advance notice will be given to participation employees in the event a decision is made to terminate plan.

j. EMPLOYEE PLAN TERMINATION

An employee may elect to terminate participation in the Plan after giving two-weeks written notice to their appropriate supervisor. An employee who terminates participation will return to their prior regular work schedule. Reversion to a former work schedule must occur after the completion of a two-week plan cycle.

Employees who become ineligible to participate in a flexible hour work schedule under this provision may be permitted to resume participation if they are not again docked in pay, as a result of an unapproved leave of absence, for six (6) consecutive months.

EXHIBIT A

4.2 **WORK DAY:**

a. The work day for employees in the General and Clerical Services Unit shall consist of seven and one-half (7½) hours to be worked five days consecutively.

b. The work day for employees in the General Maintenance Services Unit shall consist of eight (8) hours to be worked five days consecutively.

4.3 **OVERTIME AND OTHER COMPENSATION:**

- a. The AUTHORITY shall select a Wednesday date in January of each year of the term of this Agreement and shall give thirty (30) days advance written notice of this date to the job steward of the General Maintenance Services Unit. On the Wednesday so selected, all employees within the General Maintenance Services Unit shall report for work at 7:00 a.m. to work one (1) hour of mandatory overtime, providing however, that on the Tuesday afternoon prior to the selected Wednesday, all employees within the General Maintenance Services Unit shall be permitted to return to their respective dispatch area or areas at 3:00 p.m. to prepare for the inventory to be conducted on the following Wednesday.
- b. Except as provided in subparagraph a immediately hereinabove, no employee shall be required to work overtime in excess of forty (40) hours per week for the General Maintenance Services Unit and thirty-seven and one-half (37 ½) hours per week for the General and Clerical Services Unit. Overtime in excess of these hourly amounts shall be compensated at time and one-half (1 ½).
- c. All paid holidays and paid leave time shall be considered time worked for the purpose of computing overtime. Employees covered by this Agreement who voluntarily participate in training programs offered by the AUTHORITY which require travel and attendance outside of normal working hours will not be entitled to any compensation other than per diem and travel allowances provided by the AUTHORITY.
- d. **Flex Schedule Overtime:** Overtime shall be defined as authorized time worked which exceeds the employee's normal work schedule i.e., 9/80 or 9/75.5. Such overtime shall be compensated as provided in the MOU.

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

4.4 **ON CALL STATUS (General Maintenance Services Unit Only):**

No employee in the General Maintenance Services Unit shall be required to remain on call and be available for emergency repair or maintenance work on Saturdays, Sundays, holidays or off-duty hours. However, employees may volunteer to remain on call for such work by

EXHIBIT A

placing their names on a list maintained by the AUTHORITY. Employees who volunteer for on call emergency work and who are in fact called for and report for such work shall be compensated at overtime pay rates for time actually worked with minimum compensation of at least two (2) hours each time any such employee reports for such emergency work.

4.5 TIME CLOCKS:

Computer work stations are provided to recording work time by all employees who are not specifically exempt from doing so. Employees should not report to work or clock into the computer software program which records employees time more than five minutes before beginning their shift. In addition, employees should not work or clock out more than five minutes after the end of their shift unless authorized to work overtime as been given by their supervisor.

The clock punches will be rounded according to a five-minute grace period. For example, if an employee clocks in at any time between 8:00 a.m. and 8:05 a.m., the employee will be paid starting at 8:00 a.m. This policy also applies to early as well as late punches. For instance, if an employee clocks in at 7:55 a.m., they will be paid beginning at 8:00 a.m.

The Provisions of the Punctuality Policy shall apply when the time clock records an employee's arrival time as later than the employee's designed work day schedule arrive time.

ARTICLE V - HOLIDAYS AND LEAVES

5.1 HOLIDAYS:

- a. For the term of this Agreement, the following shall be recognized holidays for those employees covered by this Agreement:

<u>HOLIDAY</u>	<u>DATE</u>
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Eve Day	December 24
Christmas Day	December 25

EXHIBIT A

- b. Only the immediate days of mourning or holiday declared by the President of the United States or the Governor of California will be considered AUTHORITY holidays in addition to the holidays listed above.
- c. When a recognized holiday falls on a Saturday, the employees shall be given the preceding Friday off. When a recognized holiday falls on a Sunday, the employees shall be given the following Monday off.
- d. When an employee is required to work on a recognized holiday, such work time shall be compensated as overtime at the rate of time one and one-half (1 ½) for each hour worked. Call back time is subject to this provision.
- e. Floating Holidays: In addition to the holidays specified hereinabove, following each employee's completion of six (6) months of continuous employment with the AUTHORITY, each employee in the respective bargaining units shall be entitled to ~~three~~ **(23)** floating holidays (equivalent of ~~two-three~~ **(23)** work days) which shall be accrued and expended on a calendar year basis (January 1 to December 31). There shall be no carry over in the accrual of floating holiday leave from year to year.
- f. Flex Plan Holidays: Holidays which fall on a nine hour or eight ½ hour day, will result in the employee observing the eight-hour holiday. The employee has the option to use one hour of accrued leave time (excluding sick leave) or one hour of leave without pay on the holiday.

Should a holiday fall on a scheduled day off the employee will take the proceeding or following work day off, subject to the approval of his/her supervisor.

5.2 VACATION LEAVE:

- a. Regular full-time employees covered by this Agreement shall be entitled to vacation leave upon completion of their probationary period of employment of five (5) days of paid vacation. Following completion of their probationary period of employment, all regular full-time employees covered by this Agreement shall be entitled to vacation leave as follows:
 - (1) First (1st) year through the third (3rd) year of employment – ten (10) days of paid vacation.
 - (2) Fourth (4th) year of employment through the eighth (8th) year of employment – sixteen (16) days of paid vacation.
 - (3) Ninth (9th) year of employment through the twelfth (12th) year of employment – eighteen (18) days of paid vacation.

EXHIBIT A

Thirteenth (13th) year of employment and thereafter – twenty-one (21) days of paid vacation.

b. Once during each year (12 months) of this Agreement, in which an employee has an accumulative accrual of over one hundred (100) hours in vacation time, he/she may elect to take up to one (1) week (as defined in Section 4.1a or b, whichever is applicable) of his/her accrual in equivalent pay. If at the commencement of a fiscal year during the term of this Agreement, the AUTHORITY projects a budget deficit or inability to meet mandated reserve requirements in any of its programs, the AUTHORITY may unilaterally void this election for that particular fiscal year upon written notice to the bargaining unit employees and submission to the UNION of a written statement of the reasons for such action. In the event, and only in the event that the AUTHORITY voids the election set forth above for any given fiscal year, the employees covered by this Agreement may accumulate one (1) additional week vacation leave for that calendar year only.

c. Upon completion of twenty-five (25) years of employment, employees covered by this Agreement shall be entitled to utilize up to five (5) days of sick leave as vacation leave, subject to the availability of accumulated sick leave.

d. Upon termination of employment, each employee shall receive 100% of all unused vacation leave as salary.

e. Continuity of service for vacations shall not be interrupted by illness, accident, or forced lay-off by the employer of less than fifteen (15) days or approved leave of absence.

f. Vacation payment shall correspond with the number of hours taken in vacation leave. Vacation may be split and/or taken at a time desired by the employee with prior approval of the Department Head and the Executive Director of the AUTHORITY. In the selection of vacation time, preference shall be given to senior employees where vacation requests of employee's conflict, providing such requests are submitted to the AUTHORITY no later than the thirty-first (31st) day of January of each year for the next twelve (12) month period of time thereafter. Denial of such request must be supported by good cause offered by Department Head, or the Executive Director of the AUTHORITY.

g. Subject to the provisions of Subparagraph b above, employees may accumulate no more than thirty (30) days' vacation time in each calendar year. For employees with more than thirty (30) days of accumulated vacation time at the end of each calendar year (December 31st), no additional vacation leave will be earned until all excess accumulated vacation leave is used. However, the provisions of this subparagraph g shall not apply if a vacation leave request was submitted by an employee prior to October 1 of a calendar year and was denied by the AUTHORITY.

EXHIBIT A

h. All scheduled vacation leave shall be taken by employees covered by this Agreement in minimal increments of one-tenth (1/10th) of one (1) hour.

5.3 SICK LEAVE:

a. Sick leave shall be accrued at the rate of twelve (12) days per year and shall be computed on the basis of one (1) work day, as specified in Article IV, Section 4.2, for each month of service. Eligibility for use of sick leave shall commence upon completion of three (3) months of continuous service with the AUTHORITY.

b. There is no limit on the amount of sick leave which may be accumulated by the employee.

c. An employee is allowed the use of sick leave in the case of illness or in the event of illness in the employee's immediate family. The term "immediate family" shall mean mother, father, husband, wife, son, daughter, step-son, step-daughter, foster-son, foster-daughter, a child to whom the employee stands in loco parentis, sister, brother, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, and sister-in-law. For purpose of this section and employee who stands in "loco parentis" is one whom assumes parental status and carries out the obligations of a parent to a child with whom he or she has no legal or biological connection. Leaves for family illness shall normally be limited to three working days per calendar year, but may be extended for reasons held to be sufficient by the Executive Director of the AUTHORITY. 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. The UNION recognizes the AUTHORITY's right to determine by reasonable means the validity of any sick leave used by an employee at any time.

d. Time off for doctor and dental appointments for an employee, or when necessary to take members of the employee's immediate family as defined in 5.3c, to a physician or dentist, may be charged to accumulated sick leave.

e. The following notification requirements shall apply to the utilization of sick leave:

(1) Any employee who is unable to work due to illness shall notify his/her immediate supervisor at least forty-five (45) minutes before the time scheduled for such employee to begin work. In the event the immediate supervisor is not available, the employee shall leave a message with the person designated by the supervisor for sick leave notification purposes.

(2) Notification in all cases shall be given daily unless either of the following exceptions apply:

EXHIBIT A

a. An emergency exists in which notice is not possible to give. In such a case, the notice shall be given as soon as possible;

b. The employee has provided the AUTHORITY with a note from his or her physician indicating the anticipated duration of sick leave absence or sick time has been approved in writing by the employee's immediate supervisor prior to the employee's absence from work.

f. When an employee's sick leave has been depleted, vacation time may be automatically utilized unless the employee otherwise notifies the Human Resources Department in writing that he/she chooses not to use vacation for such purpose.

g. An employee who, while on vacation, is bedridden, or hospitalized due to illness or injury may have such days charged to sick leave, providing the employee upon request of the Executive Director of the AUTHORITY, furnishes the AUTHORITY with a certificate issued by a licensed physician or other satisfactory proof that the employee was, in fact bedridden or hospitalized.

h. No employee within the respective bargaining units shall be entitled to sick leave while absent from work on account of the following causes:

(1) Disability arising from any sickness or injury purposely self-inflicted or caused by his/her willful misconduct.

(2) Sickness or disability sustained while on a leave of absence other than an employee's regular vacation.

i. All scheduled sick leave must be utilized by employees covered by this Agreement in minimal increments of one-tenth (1/10th) of one (1) hour.

j. Upon termination of employment a percentage of the cash equivalent of each employee's unused sick leave shall be paid to that employee as salary, specifically as follows:

(1) Zero percent (0%) for employees who have completed a minimum of one (1) full year of service and up to five (5) years of service prior to termination of employment.

(2) Twenty-five percent (25%) for employees who have completed a minimum of five (5) years of service and up to ten (10) years of service prior to termination of employment.

(3) Thirty-five percent (35%) for employees who have completed a minimum of ten (10) years of service and up to twenty (20) years of service prior to termination of employment.

(4) Fifty percent (50%) for employees who have completed a minimum of twenty (20) years of service prior to termination of employment.

k. An employee may voluntarily transfer accrued sick leave to another employee, subject to the following conditions:

(1) Any employee receiving accrued sick leave from another employee must have exhausted all of his or her own accrued annual vacation leave and sick leave.

(2) Any employee who voluntarily transfers accrued sick leave to another employee must have a remaining balance of ninety-six (96) hours or more of accrued sick leave remaining on his or her account following the transfer.

(3) No more than forty (40) hours of accrued sick leave may be transferred by an employee to another employee in any one (1) calendar year. If multiple employees (“donor employees”) voluntarily transfer sick leave to another employee, then the hours transferred up to the maximum herein permitted shall be prorated between the donor employees.

(4) An employee desiring to voluntarily transfer accrued sick leave to another employee shall submit his or her request in writing to his or her Department Head.

5.4 DISABILITY LEAVE:

a. Workers Compensation: Any employee in the respective bargaining units, who is compelled to be absent from active service as a result of sickness or injury arising out of and in

the course of his/her employment, shall be entitled to receive full compensation during the first three (3) calendar days of such absence without sick leave charge.

Thereafter, during such absence, he/she shall be entitled to receive compensation equal to the difference between his/her base salary and the weekly compensation benefits received by him/her from the AUTHORITY's worker's compensation insurance carrier up to the amount of his/her accumulated sick leave time on the basis of pro-rata charges to sick leave based on the difference between the employee's base salary and the benefits received from the AUTHORITY's worker's compensation insurance carrier. Such pro-rata charge to sick leave time will be made to the nearest one-tenth (1/10th) day.

At such time as sick leave, vacation, holiday and/or compensatory time off is exhausted the employee shall be placed on leave of absence without pay until he/she is able to return to active service.

b. State Disability Insurance: Any employee in the respective bargaining units who is compelled to be absent from active service as a result of a non-work related sickness or injury shall be entitled to State Disability Insurance. Entitlement for such insurance shall commence upon verification on either the first day of hospitalization or the eighth day of continued disability. During such absence the employee shall be entitled to receive compensation equal to the difference between his/her base salary and the weekly (or bi-weekly) compensation received by his/her accumulated sick leave time, on the basis of pro-rata charges to sick leave based on the difference between the employee's base salary and benefits received from the State Disability Insurance Fund. Such pro-rata charge to sick leave will be made to the nearest one-tenth (1/10th) day.

At such time as sick leave, vacation, holiday and/or compensatory time off is exhausted, the employee shall be placed on a leave of absence without pay. At the conclusion of any such leave of absence, an employee shall be required to submit a certificate of full release for full time employment from his/her physician as a condition of returning to work, and continued employment with the AUTHORITY.

5.5 COURT LEAVE:

Any employee summoned to court as a witness or for jury duty, is entitled to Court Leave with pay and said absence shall not be construed as annual leave or leave without pay. Any fees collected by the employee, shall be collected by the employer from the employee, except that such fees collected shall not be in excess of the salary earned by the employee in the same period. However, the employee may elect to take his/her annual vacation leave or leave without pay and retain any such fees. Before court leave is granted, the employee must submit a copy of the official summons to the Human Resources department prior to the beginning date of such duty or service. Following the completion of court leave for jury duty, an employee must submit a copy of a certificate of jury service issued by the

Office of the Jury Commissioner to his or her supervisor upon return to work following court leave.

Court leave with pay shall include the time spent in going to and from court providing the court is located in Stanislaus County.

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

5.6 LEAVES OF ABSENCE WITHOUT PAY:

a. Upon written request from an employee and subsequent approval by the Executive Director of the AUTHORITY, a leave of absence without pay or benefits may be granted to any permanent employee for the following reasons:

- (1) When the employee has been ordered to duty with the Armed Forces for a period of time exceeding thirty (30) days.
- (2) Illness or disability, including pregnancy-related disability, not covered by sick leave;
- (3) UNION business;
- (4) Education or training which will materially benefit the AUTHORITY.
- (5) Other personal reasons which are deemed to be acceptable by the Executive Director.

b. At least thirty (30) days prior to the expiration of an approved leave of absence without pay or benefits, pursuant to the provisions of Section 5.6a, the employee shall notify the AUTHORITY of his/her intention to return to work. If the leave of absence without pay was granted for a period of time which does not exceed six (6) months, the employee on leave shall be entitled to return to the position he/she vacated upon his/her return to work. If the leave of absence without pay was granted for a period in excess of six (6) months, the employee on leave shall be given consideration for returning to his/her former position, however, there shall be no guarantee of reassignment to that position or salary.

c. In the event an employee wishes to return to work prior to the expiration of his/her leave of absence without pay, that employee shall give the AUTHORITY thirty (30) days prior written notice of his/her intention to return to work.

d. In the event a regular, full-time employee is transferred or promoted on a temporary basis for the duration of a leave of absence, such appointment shall have no effect on the status of the employee so promoted or transferred, and he/she shall be entitled to all rights and benefits that would be provided him/her had he/she not been temporarily promoted or transferred.

e. Employees shall not accrue sick leave or annual vacation leave while on a leave of absence without pay. Employees granted a leave of absence without pay of less than six (6) months shall retain any sick leave or any vacation leave accrued as of the commencement of the leave of absence without pay.

f. An approved leave of absence without pay, which is not in excess of fifteen (15) days, shall count as service time for the purpose of determining seniority and an employee's date of eligibility for increased vacation leave accrual pursuant to Section 5.2a. The granting of a leave of absence without pay in excess of fifteen (15) days will not be counted as service time for the purpose of determining seniority and shall postpone the employee's date of eligibility for increased vacation leave accrual in accordance with Section 5.2a by the amount of time of the approved leave of absence without pay in excess of fifteen (15) days.

g. The employer portion of all insurance premiums regularly paid by the AUTHORITY as enumerated in Article III, Section 3.1, shall continue to be paid by the AUTHORITY for a period of sixty (60) days of an employee's approved leave of absence without pay, following the month in which the employee last contributed to the payment of insurance premiums by way of payroll deductions. Said payment shall be subject to the further condition that the employee has exhausted his/her accumulated sick leave and accumulated annual vacation leave.

h. An approved leave of absence without pay shall run concurrently with any Family Medical Leave Act leave granted by the AUTHORITY in accordance with Sections 5.9 and 5.10 hereinafter.

5.7 MILITARY LEAVE:

Military leave shall be granted in accordance with the requirements of the Military and Veterans Code.

5.8 BEREAVEMENT LEAVE:

An employee may be granted up to a total of five (5) days bereavement leave by the Executive Director of the AUTHORITY or his/her designee, with no charge against sick leave, in the event of a death in the employee's immediate family for reasons deemed sufficient by the Executive Director or his/her designee. For purposes of this Section 5.8 only, the term "immediate family" shall include, in addition to those categories specified in Section 5.3(c), aunt, uncle, niece, and nephew.

In exercising his/her discretion with respect to granting bereavement leave, the Executive Director or his/her designee shall consider the employee's time involved in making funeral arrangements, the distance involved to attend a funeral or memorial service, and the nature of the relationship between the decedent and the employee.

Upon a death in the employee's immediate family, the employee shall make all reasonable efforts to promptly contact the Executive Director of the AUTHORITY to request bereavement leave.

5.9 FAMILY MEDICAL LEAVE ACT ("FMLA" LEAVE):

The year of eligibility for any FMLA LEAVE shall be the same as the AUTHORITY's fiscal year (October 1 through September 30).

5.10 SCHEDULED LEAVE REQUEST:

All scheduled leave requests for a period of time in excess of five (5) working days, regardless of the type of leave requested, shall be submitted for the appropriate approval of the employee's immediate supervisor at least ten (10) working days prior to the commencement of the requested leave. The AUTHORITY shall approve or deny all such scheduled leave request within five (5) working days following receipt thereof. The AUTHORITY's failure to respond to a request for scheduled leave within this period of time shall be deemed approval thereof. All approved FMLA Leave shall run concurrently with any approved leave of absence without pay.

5.11 LEAVE UTILIZATION INFORMATION:

During the term of this Agreement, the EMPLOYEE'S current leave utilization information will be contained in the automatic payroll system and reported on their paycheck for each pay period

ARTICLE VI - PERSONNEL ACTIONS

6.1 PROMOTIONS OF PERMANENT EMPLOYEES:

a. Promotional examinations shall be open to all permanent employees who meet the basic qualifications for the higher position. Any employee, upon promotion shall be entitled to receive in the position to which he/she is promoted, the rate of compensation next higher than that received by him/her prior to this promotion; provided the amount of such increase shall be at least equal to a five percent (5%) base salary increase.

b. All job examination announcements shall be posted on the bulletin boards as specified in Section 1.7 at least ten (10) working days prior to the closing of the filing period. Job announcements may be posted for less than ten (10) working days with the written consent of the UNION.

c. Within any job examination process, all employees who meet the minimum qualifications of a higher job classification covered by the Agreement shall be eligible for the job related examination process. The promotion shall be given to the most qualified candidate.

6.2 DISCIPLINE OF EMPLOYEES:

a. Conduct That May Result in Disciplinary Action. The UNION recognizes that employees share in the responsibility for keeping their respective departments operating in a safe, efficient, effective and orderly manner. Both the AUTHORITY and the UNION recognize that the following types of conduct jeopardize the safe, efficient, effective, and orderly operation of the AUTHORITY:

(1) Violation of any of the AUTHORITY's rules, regulations and policies, including but not limited to the AUTHORITY's ethical standards and guidelines, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference.

(2) Conviction for a felony or misdemeanor criminal offense which adversely reflects upon the AUTHORITY; interferes with the employee's job or work performance; or which involves moral turpitude. Any employee charged with such a felony or misdemeanor may be placed on administrative leave with or without pay, at the sole and absolute discretion of the Executive Director, during the pendency of criminal proceedings. If the employee is acquitted or criminal proceedings are dismissed, the employee shall be reinstated with pay retroactive to the date administrative leave began. Upon conviction or upon guilty plea or upon plea of no contest, disciplinary proceedings as provided for in this Article may commence and if discipline is imposed, all pay accumulated during the period of administrative leave shall be forfeited.

(3) Violation of any lawful and reasonable official regulation or order. Failure to comply with any lawful and reasonable directive made and given by an employee's supervisor, where such violation or failure amounts to an act of insubordination.

(4) Offensiveness in language or conduct towards other employees, residents of public housing, or the public.

(5) Incompetent, inefficient, or negligent performance of an employee's duties in his or her classification; unauthorized use of the AUTHORITY's property.

(6) Use of threat or attempt to use political influence or other improper influence to secure personal promotion, leave of absence, transfer, change of classification, or merit pay.

(7) Inducement or attempt to induce another employee to commit an unlawful act or to act in violation of any lawful and reasonable regulation, order, policy, or directive of the AUTHORITY.

(8) Acceptance of any fee, gift, item of value or services offered by a person or donor whose intention is to influence the nature of the AUTHORITY's services provided to him/her or to improve his/her status in relation to the AUTHORITY's operations.

(9) Unauthorized leave from duty contrary to the AUTHORITY's rules, regulations and policies, or failure to report after leave of absence has been disapproved or revoked or canceled.

(10) Submitting to the AUTHORITY a fraudulent request for leave of absence with pay.

(11) Making any false statements or engaging in any fraudulent conduct or deception, or conspiring with any person in making any false statement, engaging in any fraudulent conduct, or in attempting any deception in any official business of the AUTHORITY.

(12) Making any false statements or engaging in any fraudulent conduct in order to obtain compensation from the AUTHORITY or conspiring with any other employee in fraudulently obtaining such compensation from the AUTHORITY.

(13) Being under the influence of controlled substances, drugs, and/or alcohol which adversely affects job performance.

(14) Selling controlled substances, drugs, and/or alcohol to other employees of the AUTHORITY, the AUTHORITY's residents, and/or the public while on duty or on AUTHORITY property.

(15) Engaging in acts or incidents in which physical violence by an employee was threatened while on AUTHORITY business.

(16) Engaging in acts which create or cause a safety hazard.

(17) Engaging in paid or unpaid, voluntary employment outside of the AUTHORITY which interferes with the AUTHORITY's operations, or creates a conflict of interest.

(18) Possession of firearms or illegal weapons while on AUTHORITY business.

(19) Failure to report accidents and/or personal injuries which occur on duty.

(20) Performing job classification duties for residents of the AUTHORITY in exchange for money and/or other goods and services above regular compensation during working hours or after scheduled working hours.

(21) Failure to report vehicle accidents, revocation or suspension of driver's license; cancellation of an employee's personal automobile insurance when an employee is required to operate a vehicle on the job; and citations while driving AUTHORITY vehicles or while driving personal vehicles on AUTHORITY business, if an employee's job requires a driver's license.

(22) Failure to use required safety clothing, uniforms, and equipment while performing assigned tasks or violation of applicable safety standards.

(23) Conducting personal business on AUTHORITY time or using AUTHORITY facilities for personal business.

(24) Harassment of another employee, housing applicant, or tenant of the AUTHORITY on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, sex, or age. The term "harassment" as used herein shall mean and refer to the definition of harassment as set forth in the AUTHORITY's "Harassment in Employment Policy", copies of which have been previously disseminated to all employees of the AUTHORITY.

(25) Habitual lack of punctuality [or unexcused absences from work which shall be defined as any unapproved leave without pay.](#)

b. Types of Discipline. For engaging in the conduct described in subparagraph a, the Executive Director shall have the power to reprimand, suspend without pay, demote, or discharge any employee subject to the procedures specified in subparagraph c immediately hereafter. To the extent possible, the principals of progressive discipline shall govern the imposition of discipline. The Executive Director and the employee's immediate supervisor will, therefore, consider the seriousness of the offense and the employee's past record in determining the degree of intended discipline.

c. Procedures for Imposition of Discipline.

(1) Administrative Leave Pending Disciplinary Action. In the event the Executive Director determines that an employee may have engaged in conduct proscribed in Section 6.2a above and that such conduct may create a risk of civil liability to the AUTHORITY or may impose a threat to or endanger the health, welfare, or safety of the employees of the AUTHORITY, residents of public housing, or to the public; the Executive Director may place the employee on administrative leave with or without pay pending recommendation and imposition of disciplinary action. Imposition of discipline in accordance with the procedures set forth hereinafter may include the forfeiture of all or a portion of pay accumulated during this period of administrative leave.

(2) Pre-Disciplinary Process:

(a) Complaints from tenants of the AUTHORITY or members of the general public alleging that an employee has engaged in conduct proscribed in Section 6.2(a) above, shall be in writing, based on the complainant's own personal knowledge and executed under penalty of perjury. Statements from witnesses of the Complainant shall also be in writing, based upon the witnesses' own personal knowledge and executed under penalty of perjury. Upon receipt of such complaint(s), the Executive Director shall apprise the employee that is the subject of any such complaint(s) of the allegations made against him or her. The employee shall then submit a statement of rebuttal which shall also be in writing, based upon the employee's own personal knowledge, and executed under penalty of perjury. Any statements by witnesses of the employee shall also be in writing, based on the witnesses own personal knowledge and executed under penalty of perjury.

Following receipt of such statement(s) and following the completion of any additional investigation that the Executive Director deems appropriate, the Executive Director shall schedule a meeting at which the following shall be present:

Executive Director
The Business Agent of the UNION
The Complainant
Witnesses (if any)
The Employee that is the subject of the complaint
made (the "Employee")

No other persons shall be present without the mutual consent of the UNION and the AUTHORITY.

Prior to this meeting, the Executive Director shall provide the UNION's Business Agent and the Employee with a copy of the written

complaint against the Respondent, all witness statements, and the Employee's statement. The Business Agent and the Employee shall then be permitted to formulate written questions to be asked at the meeting by the Executive Director of the Complainant, and witnesses (if any), individually outside of the presence of each other. Neither the Employee or the Business Agent shall be permitted to directly confront and question the Complainant, or witnesses (if any), during this meeting.

Except for use in this process outlined above, all parties agree to maintain the statements by the Complainant, Employee and any and all witnesses in strictest confidence.

The foregoing procedures shall not be applicable to a complaint from an employee of the AUTHORITY against another employee.

(b) If the Executive Director recommends any of the disciplinary actions described in subparagraph b above except for a reprimand for tardiness, then the employee (except probationary employees as specified in Article 6, Section 6.5c) shall be entitled to written notice of any intended disciplinary action ("Notice of Intended Disciplinary Action"). The notice of the intended disciplinary action shall include notice of the intended disciplinary action, a statement of the charges against the employee, the reasons for the charges, a copy of the documents to be used in support of the charges, and a summary of the factual basis supporting the disciplinary action. Additionally, the Notice of Intended Disciplinary Action shall contain a statement of the employee's opportunity to file a written response ("Response to Notice of Intended Disciplinary Action") and request an informal hearing accompanied by a representative of his or her choice within ten (10) working days beginning the day following receipt of the Notice of Intended Disciplinary Action.

The response to a Notice of Intended Disciplinary Action may include the following at the option of the employee:

- (1) The employee's full name and current job classification.
- (2) The employee's home address and telephone number.
- (3) Name of the individual representing the employee, other than the UNION.
- (4) Immediate supervisor's name and title.

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- (5) A statement of rebuttal, which may include:
- (a) The factual basis relied upon by the employee to show why the intended discipline should not be imposed;
 - (b) A copy of all documents the employee relies on to show why the intended discipline should not be imposed;
 - (c) A list of all witnesses that the employee believes will substantiate the employee's factual contentions as to why the intended discipline should not be imposed. This list may include the name and address of each potential witness and a concise summary of the information each witness may offer on the employee's behalf;
 - (d) The resolution desired by the employee regarding the intended disciplinary action;
 - (e) Signature of the employee and date; and
 - (f) Signature of the individual representing the employee, other than the UNION, and date.

Any delay on the part of the employee to submit the Response to Notice of Intended Disciplinary Action shall not extend the time limits for a conduct of the informal hearing referred to in subparagraph (3) hereinafter. However, all of the time requirements set forth in this Section 6.2 may be extended by mutual agreement of the Executive Director, or legal counsel for the AUTHORITY; and the Respondent, or the UNION.

(3) Informal Hearing Prior to the Imposition of Discipline. Upon receipt of the employee's request for an informal hearing within the time period specified in subparagraph (2) hereinabove, and prior to the imposition of the intended disciplinary action, the Executive Director shall schedule an informal, non-evidentiary hearing with the employee and his or her representative, if any. This informal hearing shall be scheduled by the Executive Director within five (5) working days following receipt of the employee's request for such a hearing and the hearing itself shall be held within ten (10) working days thereafter. No later than five (5) working days following the conclusion of the informal hearing, the Executive Director shall inform the employee, in writing, of his or her

decision to proceed with the intended disciplinary action, whether or not the intended disciplinary action is to be modified, or whether or not the intended disciplinary action is to be resolved. The decision of the Executive Director shall be final unless the intended disciplinary action is discharge, reduction in classification, or suspension without pay for a period in excess of three (3) working days. The Executive Director's right to suspend an employee without pay for a period up to three (3) working days without the right of the employee to appeal shall be limited to one (1) such suspension only within a thirty (30) month period following such suspension.

(4) Appeal from Disciplinary Action. An employee (except employees specified in Article 6, Section 6.5c) reduced in classification; suspended without pay for a period in excess of three (3) working days at any time; suspended without pay for a period less than three (3) working days, within thirty (30) months of a prior suspension; or discharged, may within thirty (30) working days after receipt of the decision of the Executive Director following the informal hearing referred to in subparagraph (3) hereinabove file a written request for arbitration with the Executive Director. Within ten (10) working days following receipt of a request for arbitration, the Executive Director shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing employment disputes in local public jurisdictions, unless the UNION and the AUTHORITY otherwise agree to selection of an arbitrator by other means.

Thereafter, as soon as is practicable and no later than the meeting scheduled to select an arbitrator, as specified hereinafter, the appealing employee (Appellant) and the UNION shall make a written election as to whether or not the UNION is to represent the Appellant in arbitration or whether the Appellant shall represent himself or herself or be independently represented. This written election shall be executed by the Appellant and the Business Agent on behalf of the UNION. A copy of the executed written election shall be served upon the Executive Director of the AUTHORITY who shall sign a receipt for the written election. The term "parties" as used hereinafter with reference to the arbitration process, shall be the AUTHORITY and either the UNION or the Appellant, determined by the aforescribed written election.

Within ten (10) working days following the receipt of a list of proposed arbitrators, the parties, or their designated representatives, shall meet to select an arbitrator. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by a toss of a coin. Within five

(5) working days following selection of an arbitrator, each party shall submit to the arbitrator dates of availability for an arbitration hearing.

No less than two (2) weeks prior to a scheduled arbitration hearing, the AUTHORITY and the employee and their designated representatives, if any, shall meet for the purpose of determining whether the matter can be settled and resolved without arbitration.

Within ninety (90) days of his/her selection, the arbitrator shall conduct a hearing. Conduct of the hearing shall be in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association and the provisions of this section 6.2. The jurisdiction of the arbitrator shall be confined to a determination of the facts and the interpretation of the provisions of this Agreement.

A recording shall be made of any hearing conducted pursuant to this subparagraph (4), but it shall not be required that such recording be transcribed except upon request of either party. The party requesting a transcription shall be solely responsible for the cost and expense thereof.

After hearing or after both parties have made written arguments requested by the arbitrator pursuant to a schedule established by the arbitrator, the arbitrator shall, within thirty (30) days thereafter, render his/her decision. Such decision shall be in writing and shall be final and binding on both parties.

In cases where the arbitrator clearly finds for one party or the other, the loser shall bear the fees and expenses of the arbitration. In cases where the arbitrator does not clearly find for one party or the other, the fees and expenses of arbitration shall be apportioned equally between the two parties.

(5) Reprimands for Tardiness. Notwithstanding any of the provisions of this subparagraph c to the contrary, in the event the Executive Director determines to reprimand an employee for tardiness, the AUTHORITY and the UNION agree that the Executive Director shall have the power to reprimand employees for tardiness in accordance with the AUTHORITY's Workday Schedule and Punctuality Policy, without compliance with the procedures for imposition of discipline set forth in this subparagraph c.

6.3 DISCIPLINARY ACTION REGARDING EMPLOYEE'S RIGHT TO DRIVE:

a. In the event that an employee of the AUTHORITY, who as a part of his/her job description is required to drive, fails to have a valid California Driver's

License or the AUTHORITY is notified that said employee is not insurable, the AUTHORITY may impose the following discipline:

(1) When an employee's driver's license is suspended for a period of six (6) months or less or the employee is uninsurable for a period of six (6) months or less, the employee shall be placed on a leave of absence without pay until such time as his/her license has been reinstated or said employee has again become insurable.

(2) 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 with a valid driver's license within six (6) months, or when an employee is uninsurable for a period of six (6) months or more, then the employee shall be terminated.

(3) When an employee is arrested, while driving an AUTHORITY-owned vehicle, for driving under the influence of alcohol or drugs, upon conviction therefore, such employee shall be terminated.

b. In the event that any employee fails to immediately notify his/her supervisor that his/her license has been suspended or that he/she has been arrested for driving an AUTHORITY-owned vehicle while under the influence of alcohol or drugs, or that he/she has become uninsurable, and such employee continues to drive an AUTHORITY-owned vehicle, then upon the occurrence of any such events, the employee shall be immediately terminated.

c. It is understood and agreed that it is the employee's duty and responsibility to immediately notify his/her supervisor that his/her license has been suspended, that his/her license has been reinstated; that he/she is no longer insurable or that he/she is again insurable.

6.4 EMPLOYEE PERSONNEL RECORDS:

a. Employee personnel records shall be subject to inspection only by the employee concerned and authorized AUTHORITY personnel except as otherwise provided by law. An employee shall be entitled to make an appointment to review his/her personnel records at the AUTHORITY. This appointment shall be scheduled at a reasonable time after the request is made but no later than two (2) working days. Unless otherwise set forth in this paragraph, no other persons shall be allowed to inspect an employee's personnel record without the express, written authorization of the employee.

b. The employee's signing of any detrimental or adverse document or materials to be placed in the employee's personnel record will not indicate an agreement by the employee as to contents of the document or materials. Such signing does indicate the employee has had an opportunity to review the detrimental or adverse document or material. However, the employee may submit a written rebuttal to be placed in his/her

personnel record to such a detrimental or adverse document or material. Such rebuttal shall constitute and remain a part of the employee's personnel record until such detrimental or adverse document or material is removed.

c. At the time of examination of the personnel file, an employee or his/her authorized representative shall be provided with copies of any written material requested which is part of his/her personnel record.

d. An employee shall be provided with a copy of a performance evaluation, letter of reprimand, or letter of commendation within seven (7) calendar days after the document is placed in the employee's official personnel file.

e. A written reprimand and any rebuttal submitted by the employee shall be removed from an employee's personnel files if the employee has worked for a three (3) consecutive year period, subsequent to receipt of the written reprimand, without receipt of any additional disciplinary action.

f. Once a written reprimand is removed from the employee's personnel files as stated above, said written reprimand shall not be used by the AUTHORITY to base the severity of any future disciplinary action.

6.5 PROBATIONARY PERIODS:

a. Persons employed by the AUTHORITY by appointment to a regular full-time position shall be required to first serve a probationary period of six (6) months dating from the date of hire. Upon successful completion of said probationary period, an employee shall be granted permanent status unless his/her probationary period is extended.

b. If, for any reason, the probationary employee's Supervisor desires to have said employee's probationary period extended beyond the initial six (6) month period, he/she may, in writing, request the Executive Director to extend the probationary period by an additional six (6) months or monthly fraction thereof. Reasons for requesting an extension of said probationary period shall be set forth in writing. The Executive Director may grant or deny the request. In the event such a request is granted, under no circumstances shall a period of extended probation exceed six (6) months.

c. In the event a new or recently hired employee (as opposed to a regular full-time employee appointed to a new classification) fails to complete his or her probationary period he or she shall be discharged by the AUTHORITY without recourse (grievance, hearing, appeal, etc.) by the employee. However, the AUTHORITY shall maintain the confidentiality of the reasons for such discharge.

d. Probationary employees shall be ineligible for participation in the AUTHORITY's flexible work schedule plan.

ARTICLE VII - SENIORITY

7.1 DEFINITION OF SENIORITY.

Seniority shall be defined as the employee's length of continuous, uninterrupted service with the AUTHORITY since his/her most recent date of hire.

7.2 LOSS OF SENIORITY.

An employee shall lose his/her seniority for the following reasons:

- a. Discharge.
- b. Resignation.
- c. Failure to return to work when recalled from layout as set forth in Article VI.
- d. Failure to return to work after expiration of a formal leave of absence.
- e. Retirement.
- f. Layoff for continuous period of twelve (12) calendar months.

ARTICLE VIII - GRIEVANCE PROCEDURE

8.1 PURPOSE OF GRIEVANCE PROCEDURE.

a. The purposes and objectives of this Grievance Procedure are:

(1) To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.

(2) To assure fair and equitable treatment of all employees, supervisors and management.

(3) To afford employees individually or through qualified employee organizations a systematic means of obtaining further consideration of problems after every other reasonable effort has failed to resolve them through discussions.

(4) To encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances throughout the several supervisory levels where necessary.

(5) To resolve grievances as quickly as possible and correct, if possible, the cause of grievances thereby reducing the number of grievances and future similar complaints.

(6) To provide that grievances shall be settled as near as possible to the point of origin.

(7) To provide that grievances shall be heard and settled as informally as possible.

This grievance procedure is applicable to all employees in each department of the AUTHORITY.

8.2 IDENTIFICATION OF PARTICIPANTS:

a. For the purpose of grievance procedure, the following definitions shall apply:

(1) Grievance: A dispute between an employee or a group of employees and the AUTHORITY arising out of the interpretation or application of existing policies, rules and regulations, memoranda of understanding, or other policies of the AUTHORITY which relate to wages, hours and working conditions.

(2) Director: The Executive Director of the AUTHORITY or his authorized representative.

(3) Immediate Supervisor: The individual who assigns reviews and directly supervises the work of an aggrieved employee.

(4) Employee Representative: An individual who appears on behalf of an aggrieved employee.

(5) Department Head or Head of Department: The chief executive officer of a department of the AUTHORITY.

(6) Witnesses: Any individual who can attest to the facts regarding the grievance. Witnesses may be requested by either party at any step of these procedures.

(7) Board of Adjustment: A panel consisting of three (3) members selected in the following manner:

(a) One member selected by the AUTHORITY.

(b) One member selected by the aggrieved employee.

(c) A third member selected by mutual agreement of the AUTHORITY and the aggrieved employee's representatives. The parties agree that this member of the Board shall be compensated in an amount not to exceed ~~\$50.00~~ **\$2,500.00** which shall be paid in equal portions by the parties.

8.3 REVIEW ABLE AND NONREVIEWABLE GRIEVANCES:

- a. To be REVIEW ABLE under this procedure, a grievance must:
- (1) Concern matters or incidents that have occurred.
 - (2) Result from an alleged act or alleged omission by management regarding wages, hours, and working conditions over which the Director and his department heads have control.
 - (3) Arise out of a specific situation, act or acts complained of as being unfair which result in inequity or damage to the employees. Hiring decisions by the Executive Director and/or department heads are not REVIEW ABLE as grievances in the absence of specific allegations of violation by the AUTHORITY of specified policies and procedures.
 - (4) A grievance is not REVIEW ABLE under this procedure if it is a matter which would require the modification of a policy established by the AUTHORITY or by law, or is REVIEW ABLE under some other administrative procedure such as:
 - (a) Applications for changes in job titles or classifications.
 - (b) Appeals from formal disciplinary proceedings.
 - (c) Appeals from work performance evaluations.

8.4 GRIEVANCE PROCEDURES:

- a. Procedure for Presentation: In presenting his/her grievance, the employee shall follow the sequence and the procedures set forth in Section 8.5 hereinafter.
- b. Statement of Grievance: The grievance shall contain a statement of:
1. The specific situation, act or acts complained of as being unfair; and
 2. The inequity or damage suffered by the employee; and
 3. The relief sought.
- c. Handled During Working Hours: Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.
- d. Extensions of Time: The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved, not to exceed ten (10) working days. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.

e. Consolidation of Grievance: If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievances may be handled as a single grievance.

8.5 GRIEVANCE PROCEDURE STEPS:

The following procedure shall be followed by an employee submitting a grievance:

(a) The aggrieved employee shall submit his or her grievance in writing to his or her immediately supervisor within ten (10) working days following the date the alleged grievable act or omission occurred.

(b) Discussion with Supervisor. The aggrieved employee and his or her immediate supervisor shall discuss the grievance informally within five (5) working days following submission of the grievance. The supervisor shall give his or her decision to the employee verbally within five (5) working days following the discussion of the grievance.

(c) Grievance to Department Head: If the employee and his immediate supervisor cannot reach an agreement as to a solution of the grievance, or the aggrieved employee has not received a verbal decision within the aforesaid five (5) working day limit, the aggrieved employee may, within five (5) working days following the termination of the procedure described in Section 8.5b, present his grievance in writing, dated and signed, to his department head. The department head will meet with the aggrieved employee, the aggrieved employee's representative, and the aggrieved employee's immediate supervisor at a mutually agreed upon location and time to discuss the grievance. Such meeting will take place within five (5) working days from the date of receipt of the grievance by the department head. Within five (5) working days of said meeting, the department head shall give his or her written decision to the aggrieved employee.

(d) Grievance to Director: If the aggrieved employee and his department head cannot reach an agreement as to a solution of the grievance or the employee has not received a decision from the department head within the aforesaid five (5) working day limit, the employee may, within five (5) working days, following the termination of the procedures described in Section 8.5c present his grievance in writing to the director or his designee. Within five (5) working days of the receipt of such grievance, the director or his designee will arrange a meeting with the aggrieved employee and the aggrieved employee's representative, at a mutually agreeable location and time to discuss the grievance. The director or his designee may invite other members of management to be present at this meeting. The director or his designee will issue a written decision within five (5) working days following the date of the aforesaid meeting.

(e) Grievance to Board of Adjustment: If the aggrieved employee and the director or his designee cannot reach an agreement as to a solution of the grievance or the aggrieved employee has not received a decision within five (5) working days following the termination of the procedures described in Section 8.5d, the aggrieved employee may present his grievance in writing to the Board of Adjustment. The Board of Adjustment will meet with the aggrieved employee, the employee's representative, and the director and other management personnel invited by the director or his designee, at a mutually agreed upon time a location to hear the grievance. The Board of Adjustment shall render a recommendation to the AUTHORITY's Board of Commissioners in written form within ten (10) working days following the date of the hearing.

8.6 GRIEVANCE HEARING BEFORE THE BOARD OF ADJUSTMENT:

The following procedure shall be followed at the Grievance Hearing before the Board of Adjustment:

(a) The hearing shall be attended by the employee initiating the grievance, his representative (if any), the AUTHORITY's representative, the Director or his/her designee, the AUTHORITY's attorney (or his/her designee) and any other requested personnel upon the approval of the Board of Adjustment (i.e., management personnel, witnesses,...).

(b) The Board of Adjustment shall insure that all sides are presented as fairly as possible.

(c) The Board of Adjustment shall insure that the hearing is conducted in an orderly manner.

(d) After all evidence and/or pertinent comments have been made, the Board of Adjustment shall deliberate in privacy and render a recommendation by majority vote accordingly. The recommendation shall be submitted in writing to the Board of Commissioners of the AUTHORITY.

8.7 REVIEW OF BOARD OF ADJUSTMENT RECOMMENDATION BY HOUSING AUTHORITY, BOARD OF COMMISSIONERS:

- a. The recommendation of the Board of Adjustment shall be submitted to the Board of Commissioners of the AUTHORITY for final decision.
- b. The decision of the Board of Commissioners of the AUTHORITY shall be final and binding on the parties and on any affected bargaining unit employee.

ARTICLE IX - SAFETY

9.1 PROVISION FOR SAFETY:

The AUTHORITY agrees to provide for the safety of the employees covered by this Agreement during their employment with the AUTHORITY in accordance with all local, state, and federal laws and regulations. The AUTHORITY further agrees that it will receive and consider recommendations with respect to safety concerns from the UNION. The AUTHORITY and the employees covered by this Agreement shall exercise all reasonable and necessary precautions to provide a safe working environment for the employees covered by this Agreement.

9.2 SAFETY GLASSES (General Maintenance Services Only):

The AUTHORITY shall furnish safety glasses and/or goggles to all employees in the General Maintenance Services Unit if such glasses and/or goggles are required by the AUTHORITY to be worn by specified employees in the unit. Any employee in the unit who is required by the AUTHORITY to wear safety glasses and/or goggles shall wear them at all times when so required.

9.3 SAFETY WORK BOOTS (General Maintenance Services Only):

The AUTHORITY shall furnish OSHA approved safety work boots to all employees in the General Maintenance Services Unit except for the Purchasing Specialist. All employees in the General Maintenance Services Unit that are furnished safety work boots by the AUTHORITY shall wear them at all times for safety purposes. Except for new hires, the AUTHORITY will replace safety work boots once per calendar year during the month of August, however, boots may be replaced at any time on an as needed basis due to excessive wear. The AUTHORITY will contribute up to One Hundred Sixty dollars (\$160.00) per employee for the purchase of the required safety work boots. Purchase will be made through the Authority's established Purchase Order system from a vendor of the Authority's choice. Safety boots must be rated as slip resistant and meet American Society for Testing and Material Standards F2413-05 for impact and compression resistance and electrical hazard protection.

9.4 UNIFORMS (General Maintenance Services Only):

Uniforms furnished by the AUTHORITY to employees in the General Maintenance Services Unit who is required by the AUTHORITY to wear uniforms shall not be worn when said employees are off duty, except for travel to and from work and related, incidental business.

ARTICLE X – TRANSFERS

10.1 LATERAL TRANSFERS:

a. Whenever a vacancy in any one of the job classifications within the respective bargaining units occurs as a result of retirement, termination, or resignation, the AUTHORITY shall post a notice of such vacancy on all work sites for a period of fourteen (14) calendar days. This notice shall inform employees in the applicable bargaining unit that the AUTHORITY will accept bids from employees in the same job classification as the vacant position for transfer to the vacant position. The period of time within which the AUTHORITY will accept such transfer bids shall also be specified in the notice. All bids for transfer to the vacant position shall be submitted in writing to the Executive Director of the AUTHORITY or his authorized designee. The decision to fill a vacant position by transfer shall be within the sole and complete discretion of the Executive Director or his designee. Upon approval or denial of a request for lateral transfer the affected employee will be notified in writing of the decision. The AUTHORITY shall not advertise the vacant position or otherwise attempt to fill the vacant position until the period of time for transfer bids as specified in the notice has expired.

b. In the event two (2) or more qualified employees in the same job classifications as the vacant position submit bids to transfer to the vacant position, the department head having jurisdiction over the vacant position shall make the final determination as to which bid shall be accepted, if any.

10.2 OUT-OF-CLASS PAY:

Any employee who is temporarily assigned or appointed by the Executive Director to perform the duties of a higher job classification for a period in excess of ten (10) working days, shall either be paid an additional wage at the rate of five percent (5%) in excess of the employee's regular rate of pay or shall receive an hour of credit for each hour worked in the higher classification as cross training for experience gained at the higher job classification or whichever the employee, in his/her sole discretion, elects. In the event the employee elects to receive credit as cross training, written verification of such credit shall be placed in the employee's personnel file.

ARTICLE XI - LAYOFFS

11.1 ORDER OF LAYOFF:

When one or more employees working in the same job classification are to be laid off for lack of work, reorganization or purposes of economy, the order of layoff shall be as follows:

- a. All temporary employees.

- b. All probationary employees.
- c. All permanent employees in the inverse order of their seniority subject to the following conditions:
 - (1) A permanent employee may voluntarily transfer or demote to a vacant position in his or her job classification or to a vacant position in another job classification previously held by that employee and for which he/she, in the sole and absolute discretion of the Executive Director, is qualified to resume employment with minimum training.
 - (2) An employee who has prior work experience in another job classification within the AUTHORITY held by another employee with less seniority and who can, in the sole and absolute discretion of the Executive Director, perform the duties of that job classification with minimum training may, in lieu of layoff, request a demotion or transfer to that other job classification.
 - (3) An employee who voluntarily demotes or transfers pursuant to subparagraphs (1) or (2) immediately hereinabove, shall, in the order of seniority, retain the right to fill the first vacancy in the classification from which he or she demoted or transferred, for a period of twenty-four (24) months from the date of demotion or transfer.

When such a vacancy occurs, the AUTHORITY shall give notice to the most senior employee eligible to fill that vacancy. If the eligible employee with the most seniority fails to notify the AUTHORITY within seventy-two (72) hours of receipt of notice of a vacancy in the classification from which he or she demoted or transferred, then notice of that vacancy shall be given by the AUTHORITY to other eligible employees in descending order of seniority who shall each have the right to accept or reject the offer to fill that vacancy within seventy-two (72) hours of receipt of notice from the AUTHORITY. Salary of an employee that returns to the classification from which he or she demoted or transferred, shall be the same as the salary that employee earned immediately prior to demotion or transfer. If none of the employees elect to fill the first vacancy in the classification from which they demoted or transferred, the AUTHORITY shall be permitted to offer that vacancy to any other employee on the re-employment list in accordance with Section 11.6 hereinafter.

11.2 NOTICE OF LAYOFF :

Written notice of layoff shall be served on affected employees in person or by certified mail at least twenty-one (21) calendar days prior to the effective date of separation. If notice is served on affected employees by certified mail, said notice shall be deemed effective upon issuance of the registry receipt.

11.3 NOTICE OF INTENT TO TRANSFER OR DEMOTE IN LIEU OF LAYOFF:

In the event an employee elects to transfer or demote in lieu of layoff pursuant to the provisions of Section 11.2 above, the affected employee must notify the Executive Director within seven (7) days of receipt of the layoff notice.

11.4 SALARY ADJUSTMENT FOR EMPLOYEES WHO TRANSFER OR DEMOTE TO ANOTHER JOB CLASSIFICATION:

Any employee who transfers or demotes to another job classification in accordance with Section 11.1 shall have his/her salary adjusted as follows:

a. Firstly, the proportion of the employee's present salary in his/her current job classification compared to the maximum salary for that job classification shall be determined as a percentage.

b. Secondly, that percentage shall be applied to the maximum salary for the other job classification to determine the employee's initial salary in that other job classification.

11.5 RIGHTS OF "BUMPED" EMPLOYEES:

Employees "bumped", pursuant to Section 11.1 above, are subject to and shall have the same rights with respect to less senior employees as those set forth in Section 11.1 above.

11.6 RE-EMPLOYMENT LIST:

The names of employees laid off shall be entered upon a re-employment list for a period of twelve (12) calendar months in the inverse order of layoff. The person ranking highest on the re-employment list for a particular job classification shall be offered an appointment when a vacancy exists in that classification during this twelve (12) month period. Employees on any re-employment list may accept a vacancy in a lower or comparable job classification in which they have had prior work experience and for which they are qualified to assume with minimum training as determined, in the sole and absolute discretion of the Executive Director, subject to a right of first refusal in favor of the person ranking highest in seniority on the re-employment list to accept such a vacancy, providing that person has had prior work experience in that comparable job classification and is qualified to assume that comparable job classification with minimal training, as determined in the sole and absolute discretion of the Executive Director. If this right of first refusal is not exercised by the person ranking highest in seniority on the re-employment list, it shall pass in descending order by seniority to the other persons on the re-employment list, subject to these same conditions. Employees who are offered and accept appointment to a lower or a comparable job classification or who obtain

appointment to a lower or comparable job classification by exercise of the right of first refusal granted above, retain the right to fill the first vacancy which occurs in the classification in which they were laid off.

11.7 SALARY DETERMINATION UPON RE-EMPLOYMENT:

The salary of an employee reemployed in the same job classification from which he/she was laid off in accordance with the provisions of Section 11.6 above, shall be the same salary that employee earned immediately prior to layoff. An employee who is reemployed in a lower or comparable job classification in accordance with the provisions of Section 11.6 above, shall have his/her salary determined in accordance with the provisions of Section 11.4 above.

11.8 SENIORITY LIST:

Upon a determination by the AUTHORITY that one or more employees are to be laid off, the AUTHORITY shall provide written notice of that determination to the UNION.

11.9 APPEAL FOLLOWING SERVICE OF NOTICE OF LAYOFF:

An employee who receives a notice of layoff in accordance with Section 11.2 and has a good faith belief that a breach of the Article XI has been committed by the AUTHORITY, may appeal, in writing, such an allegation to the Executive Director of the AUTHORITY within five (5) working days following service of the notice of layoff in accordance with Section 11.2. The Executive Director shall affirm or deny any such appeal in his sole and absolute discretion within five (5) calendar days following receipt of a written appeal.

11.10 ADDITIONAL RIGHTS OF EMPLOYEES WHO ARE RE-EMPLOYED:

An employee, who is reemployed by the AUTHORITY in accordance with Section 11.6 above, shall be reinstated with the seniority he/she had at the time of layoff. Any such employee shall have the additional right to repurchase, from the AUTHORITY, the exact dollar amount of sick leave and/or vacation leave paid to that employee by the AUTHORITY at the time of layoff, providing such repurchase is completed within thirty (30) calendar days following re-employment. Any such employee shall have the additional right to repurchase or reinstate his/her retirement benefits that were paid to him/her upon layoff subject to any conditions imposed upon such reinstatement by PERS and further providing that the AUTHORITY incur no cost whatsoever in connection therewith.

**ARTICLE XII – PROMOTIONAL OPPORTUNITIES/PAY ADJUSTMENTS
FOR EMPLOYEES IN SPECIFIED JOB CLASSIFICATIONS**

12.1 PROMOTIONAL OPPORTUNITIES/PAY ADJUSTMENTS FOR EMPLOYEES IN SPECIFIED JOB CLASSIFICATIONS. Any employee who has been in the job classification of Eligibility Specialist I or Occupancy Specialist I for a minimum of twenty-four (24) months after completion of his or her probationary period shall be eligible for promotion in accordance with the Authority’s existing promotional policies to the job classification of Eligibility or Occupancy Specialist II when:

(a) He or she has passed either the Nan McKay or the National Association of Housing and Redevelopment Officials (“NAHRO”) examination for Eligibility/Occupancy Specialist; and

(b) He or she has mastered all of the skills and functions of an Eligibility or Occupancy Specialist as evidenced by an accuracy rating of ninety percent (90%) or higher based on audited quarterly samples of his or her case files for a consecutive twelve (12) month period. The accuracy rating shall be based solely on the initial sample for each quarter in the audit period.

(c) No more than five percent (5%) of an employee’s file reexaminations are overdue for more than thirty (30) days.

(d) All action/adjustments to a case file assigned to an employee are completed by that employee and tenant participants notified of such action/adjustments no later than sixty (60) days from the date of client eligibility interviews. Form 50058 in the file shall serve as evidence of file completion.

(e) Auditing procedures to determine the accuracy rating referenced in subparagraph (b) above shall be as follows:

(1) Eligibility or Occupancy Specialist I (Probationary Period). All files shall be audited during an employee’s probationary period until his or her immediate supervisor determines that the employee has mastered all of the skills and functions of an Eligibility or Occupancy Specialist in accordance with the standard set forth in subparagraph (b) above during this probationary period. A probationary employee will be notified in writing when his or her immediate supervisor determines that he or she has mastered these skills and functions and that his or her files will be audited as provided for in subparagraph 12.1e(2) immediately following.

(2) Eligibility or Occupancy Specialist I (Post-Probationary Period). A minimum of ten (10) files from each employee’s assigned caseload shall be audited quarterly over a consecutive twelve (12) month period. Files to be audited shall be selected randomly from the YARDI Caseworker Report which

identifies completed files and action types (i.e., annual reexaminations, interim reexaminations, transfers, initial appointments). Files selected for the audit will consist of 30% annual reexaminations, 30% initial appointments, 10% interim reexaminations, and 30% transfers. If there are no files completed by the employee for a particular action type, then audited files shall be selected randomly from the remaining action types. Files selected for audit will include only those files which were completed by the employee in the three (3) month time period preceding the audit date. Audited files which are completed and which evidence Systemic Component or Systemic administrative errors shall be returned to the employee for review and correction within three (3) working days following completion of each individual file audited. Corrected files shall be returned by the employee to the auditor no later than ten (10) working days later. Auditing will be scheduled in the last ten (10) working days of each quarter, and completed no later than thirty (30) calendar days after the end of a quarter.

(3) Eligibility or Occupancy Specialist II. To assess ongoing performance, a minimum of five (5) files from each employee's assigned caseload shall be audited quarterly over a consecutive twelve (12) month period. Files to be audited shall be selected randomly from the YARDI Caseworker Report which identifies completed files and action types (i.e., annual reexaminations, interim reexaminations, transfers, initial appointments). Files selected for the audit will consist of 30% annual reexaminations, 30% initial appointments, 10% interim reexaminations, and 30% transfers. If there are no files completed by the employee for a particular action type, then audited files shall be selected randomly from the remaining action types. Files selected for audit will include only those files which were completed by the employee in the three (3) month time period preceding the audit date. Audited files which are completed and which evidence Systemic Component or Systemic administrative errors shall be returned to the employee for review and correction within three (3) working days following completion of each individual file audited. Corrected files shall be returned by the employee to the auditor no later than ten (10) working days later. Auditing will be scheduled in the last ten (10) working days of each quarter, and completed no later than thirty (30) calendar days after the end of a quarter.

(4) If the auditing process described in subparagraphs (2) or (3) above (whichever is applicable), indicates that an employee is committing Systemic Component or Systemic Administrative errors, additional files assigned to that employee may be audited, returned to the employee, and corrected in accordance with the provisions outlined in subparagraphs (2) and (3) above. A Systemic Component error is defined as an "error or discrepancy in calculating income, assets, utility allowances, earned income disallowances, non-citizen proration, or completion of form HUD 9886. A Systemic Administrative error is defined as an "incomplete, improper or lack of adherence to administrative procedures or internal policies (set forth in policy handbooks consisting of the following provisions of the Section 8 Administrative Plan, excluding chapters seven and eight, and Public Housing Admission and Occupancy Policy published by the

AUTHORITY; Email distributed to employees and posted by category on “N” drive of the AUTHORITY’s computer system; and Memorandums distributed to employees and posted on the “N” drive of the AUTHORITY’s computer system), which may result in errors in calculation of rent. These errors are all identified in the Authority’s Eligibility Determination Audit Form, which all Eligibility Specialist and Occupancy Specialist must use to complete assigned files and action types.

(5) If an employee disagrees with audit findings, the employee shall be entitled to appeal those findings to the deputy director of his or her department. All such appeals must be made by the employee, in writing, no more than three (3) calendar days after receiving the audited file(s) from the auditor and must specify the finding or findings disputed. The deputy director of the employee’s department will render a final decision as to the accuracy or inaccuracy of the disputed audit findings no later than three (3) calendar days after receiving an appeal.

(6) Within ten (10) working days following completion of quarterly audit, the supervisor shall meet with the employee to review the audit results.

(f) The following standards for timely completion of assigned case files (“timeliness standards”) shall apply:

(1) No more than five percent (5%) of an employee’s file reexamination may be overdue for more than thirty (30) days.

(2) All action/adjustments to a case file assigned to an employee must be completed by that employee and tenant participants notified of such action/adjustments no later than sixty (60) days from the date of client eligibility interviews.

(3) Timeliness standards shall not be applicable to errors in scheduling eligibility interviews (such as an oversight in the scheduling of a past reexamination) or to circumstances beyond the control of the employee and as approved by the Executive Director. Additionally, employees shall not be responsible for the inability to complete action/adjustments to a case file and notify tenant participants of such action/adjustments if a wait list opening occurs which results in an employee being assigned additional duties and/or if an employee is assigned an additional, large number of initial appointments (16 or more) within a calendar month.

(4) To assist employees in complying with timeliness standards, the Authority will attempt to accommodate and provide Eligibility or Occupancy Specialist with scheduling flexibility (subject to interview room availability). An Eligibility or Occupancy Specialist may request an adjustment to his or her daily workload schedule in order to allow him or her flexibility in the timely performance of eligibility determinations. By way of example and for illustration

purposes only, an alternative schedule can consist of three (3) full days of interview appointments, leaving an Eligibility or Occupancy Specialist with two (2) work days to complete required paperwork.

12.2 Each employee in any Eligibility or Occupancy Specialist classification must at all times maintain an accuracy rating of ninety percent (90%) or higher as defined in Section 12.3 and must comply with the timeliness standards set forth in Section 12.1 above to remain in good standing in their present position. Employees who are not in good standing must reestablish their good standing rating within two (2) quarters to avoid disciplinary action.

12.3 The term “accuracy rating of ninety percent (90%) or higher” as used in Sections 12.1 and 12.2 above shall be calculated on the combined average accuracy rating of an employee over a consecutive four (4) quarter period. By way of example for illustration purposes only, if an employee has four (4) consecutive quarterly accuracy scores of ninety percent (90%), ninety five percent (95%), ninety percent (90%), and eighty five percent (85%), the accuracy rating score of that employee for the applicable twelve (12) month period would be ninety percent (90%).

12.4 The Westley Area Maintenance Worker position shall require at a minimum, a Grade I Water Treatment Operator Certification, a Grade I Water Distribution Operator Certification, and a Grade I Waste Water Treatment Certification issued by the State of California, Department of Health Services. In the event that the employee assigned to the Westley Area Maintenance Worker position possesses a Grade II Certification in any of the three (3) aforementioned areas, the base salary for the Westley Area maintenance Worker shall be increased two and one half percent (2½%) for each grade II certification held up to a maximum of seven and one half percent (7½%).

12.5 Each employee in the Maintenance Worker I job classification shall be eligible for promotion to Maintenance Worker II thirty (30) months from and after the date of hire, subject to the recommendation of the supervisor of each such employee that he or she is capable of performing job duties required of a Maintenance Worker II.

12.6 Employees in Office Assistant, Account Clerk, and Work Order Clerk job classifications, respectively, shall be eligible for promotion to Senior Office Assistant, ~~and~~ Senior Account Clerk, and Senior Work Order Clerk, respectively, thirty-six (36) months from and after their respective anniversary dates, subject to the recommendation of the supervisor of each such employee that he or she is satisfactorily performing current job duties and is capable of performing the duties required of the job classifications of Senior Office Assistant, ~~and~~ Senior Account Clerk, and Senior Work Order Clerk, respectively.

ARTICLE XIII – PROCEDURES FOR USE OF ELECTRONIC MAIL AND VOICE MAIL

All computers and all data stored on computers and/or generated by computers are and shall remain at all times the exclusive property of the AUTHORITY. Integral parts of the AUTHORITY's computer technology platform consists of electronic mail and voice mail systems, both of which are to be utilized only in the conduct of AUTHORITY business, unless otherwise permitted in this Article XIII. The UNION and the AUTHORITY agree that the following policies and procedures shall govern the usage of these systems.

13.1 The AUTHORITY shall have the right to retrieve and read any electronic and/or voice mail message composed, sent, or received, since all such messages are and shall remain the exclusive property of the AUTHORITY. All passwords utilized by employees to access electronic and/or voice mail shall at all times be disclosed to each employee's supervisor and no employee shall be permitted to utilize an electronic and/or voice mail password not previously disclosed to the AUTHORITY. Employees acknowledge, understand, and agree that the reliability of passwords for security and confidentiality purposes cannot be guaranteed and any and all electronic and/or voice mail messages may be read by someone other than the intended or designated recipient. There is no right to privacy within the AUTHORITY with respect to any electronic and/or voice mail message because, even when such a message is erased, it remains technologically possible to recreate that message.

13.2 Electronic and/or voice mail messages shall be limited to the conduct of the business of the AUTHORITY and shall not be used for the conduct of personal business at any time.

13.3 Electronic and/or voice mail messages may not contain any content that may be reasonably considered offensive or disruptive to any other employee. Offensive content includes, but is not limited to, sexual comments or images, racial slurs, gender-specific comments or any other comments that would offend a person of reasonable sensibilities on the basis of his/her age, sexual orientation, or religious or political beliefs, national origin, or disability.

13.4 Authorized UNION representatives specified in Section 1.5 hereinabove will be permitted to utilize electronic mail and voice mail and/or voice mail systems for the following purposes only:

- (1) Scheduling UNION meetings.
- (2) Notification to UNION members of UNION election results.
- (3) Scheduling of mail ballot voting.

Any other utilization by the UNION shall require the prior approval of the Executive Director of the AUTHORITY.

13.5 Employees should report any violation of any of these procedures to the Executive Director of the AUTHORITY.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

14.1 ALTERATION OR MODIFICATION:

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and if required, approved and implemented by the Board of Commissioners of the AUTHORITY.

14.2 WAIVER:

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in future enforcement by any or all of the terms and conditions of this Agreement.

14.3 ENTIRE AGREEMENT:

It is intended that this Agreement set forth in full the entire understanding of the parties regarding the matters set forth herein. Any other prior or existing agreements by the parties, whether formal or informal, regarding such matters contained herein are hereby superseded or terminated in their entirety.

14.4 GENDER:

Use of words which may be found in the masculine gender contained herein shall be construed to include, throughout this Agreement, whenever appropriate, the feminine and neuter genders.

14.5 ATTORNEY'S FEES:

Should litigation be commenced between the parties hereto, or their selected representatives, concerning any provisions of this Agreement, or the rights and duties of any person in relation thereto, the party or parties prevailing such litigation shall be entitled, in addition to such other relief as may be granted to a reasonable sum as and for his/her attorney's fees such litigation, which shall be determined by the Court in such litigation, or in a separate action brought for that purpose.

14.6 CONFLICT OF MEMORANDUM AND PERSONNEL POLICY:

It is understood and agreed that there exists within the AUTHORITY, in written form, certain personnel rules, policies and procedures thereby contained within the "Personnel Policy of the Housing AUTHORITY of the County of Stanislaus" which shall continue in full force and effect except as modified herein with respect to employees covered by this Agreement. In the event of any conflict between the terms and conditions

of this Agreement and the aforescribed personnel policy, the provisions of this Agreement shall be controlling.

14.7 VALIDITY OF MEMORANDUM:

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 memorandum 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.

14.8 POLICIES:

The parties shall agree that prior policies not changed by this Agreement shall remain in effect unless amended by the provisions of this Agreement. Such policies may be amended pursuant to meet and confer as per Government Code Section 3500 et seq.

14.9 NOTICES:

All notices, requests, demands and other communications given or required to be given hereunder shall be in writing and sent by nationally recognized courier service such as Federal Express, by United States registered or certified mail with return receipt requested, or by fax machine, or by electronic mail.

If the notice is sent by fax, it shall be dully addressed to the parties as follows:

IF TO AUTHORITY: HOUSING AUTHORITY OF THE
COUNTY OF STANISLAUS
Attn: Barbara Kauss
1701 Robertson Road
Modesto, California 95351
Facsimile: (209) 557-2011

IF TO UNION: AFSCME DISTRICT COUNCIL 57
1120 13th Street, Suite F
Modesto, California 95354
Facsimile: (209) 524-0307

If the notice is given by electronic mail, it shall be duly addressed to the parties as follows:

IF TO AUTHORITY: Housing Authority of the County of
Stanislaus
Attn: Barbara Kauss, Bkauss@stancoha.org

IF TO UNION: AFSCME District Council 57
Attn: Nancy.vinson@ca.afscme57.org

Notice sent by Federal Express or by United States Mail or Certified/Registered United States Mail shall be duly addressed to the parties as follows:

IF TO AUTHORITY HOUSING AUTHORITY OF THE
COUNTY OF STANISLAUS
Attn: Barbara Kauss
1701 Robertson Road
Modesto, California 95351-3536

IF TO UNION: AFSCME District Council 57
Attn: Nancy Vinson
1120 13th Street, Suite F
Modesto, California 95354

A copy of any notice, request, demand or other communication given or required to be given hereunder to the Authority shall also be sent by any of the means authorized under this Section to the following:

Philip B. Avila
Borton Petrini LLP
201 Needham Street
Modesto, California 95354
Fax: (209) 527-9753
E-Mail: pavila@bortonpetrini.com

A notice sent by fax machine will be presumed received on the date sent if transmitted and received during or prior to normal business hours and on the next business day if sent after normal business hours.

Delivery of any notice or other communication hereunder shall be deemed made on the date indicated in the return receipt or courier's records as the date of delivery or first attempted delivery to the address of the addressee set forth above. Any party may change its address for purposes of this Section by giving notice to the other party as provided in this Section.

14.10 COUNTERPARTS:

This Agreement may be executed in any number of counterparts which together shall constitute the contracts of the parties, and the parties shall initial the exhibits attached hereto, if any.

14.11 PAY DATES:

Employees covered by this Agreement shall be paid ~~twice a month on the 5th and 20th day of each month~~ biweekly effective January 1, 2017. In the event ~~payday the 5th or 20th day of a month~~ falls on a ~~Saturday, Sunday, or~~ holiday, then employees shall be paid on the last working day immediately preceding ~~a weekend or~~ a holiday.

14.12 TIME IS OF THE ESSENCE:

Time is of the essence of this Agreement, and all of the terms, covenants, conditions, and provisions contained in this Agreement

ARTICLE XV - TERM OF AGREEMENT

The term of this Agreement shall be for three (3) years from October 1, 2016 to September 30, 2019.

{SIGNATURE PAGE FOLLOWS}

DATED: _____

**HOUSING AUTHORITY OF THE COUNTY
OF STANISLAUS**

By _____
William Fagan
Executive Director

**STANISLAUS COUNTY EMPLOYEE'S
ASSOCIATION, AFSCME LOCAL 10,
AFL-CIO**

By _____
Nancy Vinson
Its: Business Agent

GENERAL AND CLERICAL SERVICES
UNIT

GENERAL AND MAINTENANCE
SERVICES UNIT

By _____
By _____
Aggie O'Connor

Adam Hibma

By _____
By _____
Anne Frates

Juanita Nicholson

DRAFT

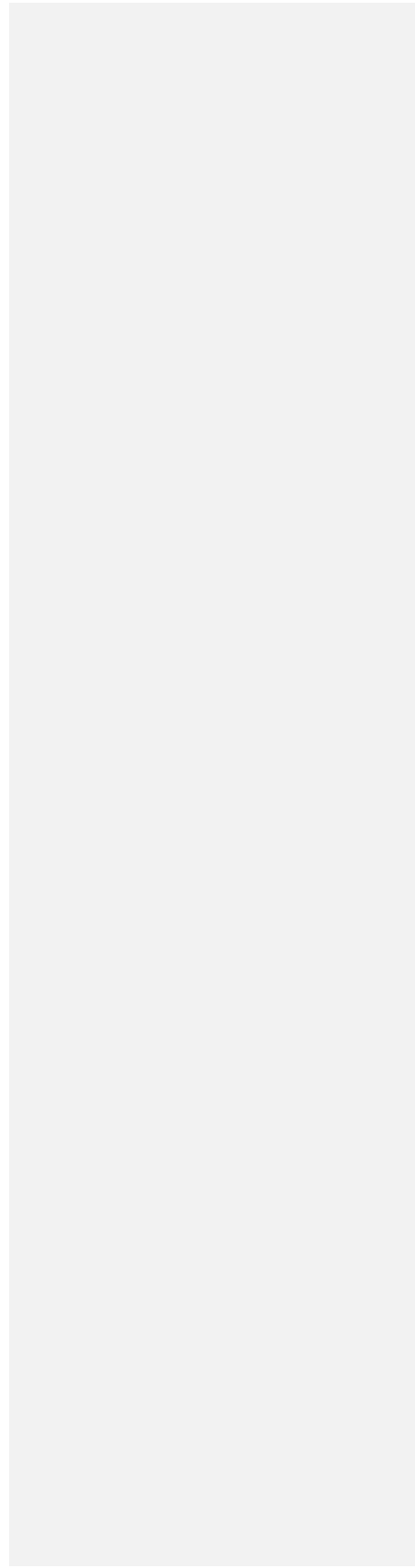


EXHIBIT “B”

Housing Authority of the County of Stanislaus

Ethical Standards and Guidelines

- A. No employee shall use their position for personal or familial gain or shall engage in any business or other transaction or shall have a financial or other interest, direct or indirect, which is in conflict with the AUTHORITY’s operation (“family”, as defined in the “Conflict of Interest Form” attached as Exhibit “1”);**
- B. No employee shall disclose confidential information concerning the AUTHORITY’s operations for any reason, including to advance the financial or other private interest of themselves or others;**
- C. No employee shall accept any gift;**
- D. Any employee offered an individual gift, shall immediately inform their supervisor of the gift offer;**
- E. No employee shall engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of their duties for the AUTHORITY; and**
- F. Except for residential lease agreements, no employee or present or former member or officer of the AUTHORITY (with the exception of a participant commissioner) may enter into any other contract or arrangement in connection with any tenant-based programs during tenure or for a one-year thereafter.**

Initial Initial Initial Initial Initial Initial

EXHIBIT “1”

Conflict of Interest

(See Attached)

DRAFT