

**MEMORANDUM OF UNDERSTANDING**

**between**



**Oakland Housing  
Authority**

**THE HOUSING AUTHORITY OF THE CITY OF OAKLAND,  
CALIFORNIA**

**and**



**SERVICE EMPLOYEES' INTERNATIONAL UNION**

**LOCAL 1021**

**Maintenance Unit**



**July 1, 2016 – June 30, 2019**



**MEMORANDUM OF UNDERSTANDING**

**OAKLAND HOUSING AUTHORITY ■ SEIU, LOCAL 1021**

**TABLE OF CONTENTS**

**SECTION I ■ RECOGNITION..... 4**

**SECTION II ■ EQUAL EMPLOYMENT OPPORTUNITIES..... 4**

**SECTION III ■ UNION RIGHTS ..... 4**

**SECTION IV ■ SENIORITY DEFINED ..... 7**

**SECTION V ■ PERSONNEL PROVISIONS..... 7**

**SECTION VI ■ HOLIDAYS ..... 13**

**SECTION VII ■ VACATIONS ..... 14**

**SECTION VIII ■ HOURS OF WORK AND WORKING CONDITIONS ..... 16**

**SECTION IX ■ INSURANCE PLANS ..... 17**

**SECTION X ■ LEAVE POLICY ..... 18**

**SECTION XI ■ DISCIPLINE AND DISCHARGE ..... 21**

**SECTION XII ■ GRIEVANCE PROCEDURE ..... 23**

**SECTION XIII ■ CONTRACTING OUT..... 25**

**SECTION XIV ■ SALARY ..... 26**

**SECTION XV ■ PREMIUM PAY ..... 27**

**SECTION XVI ■ RETIREMENT BENEFITS ..... 29**

**SECTION XVII ■ MISCELLANEOUS PROVISIONS ..... 30**

**SECTION XVIII ■ MANAGEMENT RIGHTS ..... 33**

**SECTION XIX ■ NO STRIKE/LOCKOUT ..... 33**

**SECTION XX ■ TERM OF AGREEMENT ..... 33**

**SECTION XXI ■ SUCCESSOR AND ASSIGNS ..... 34**

**APPENDIX A ..... 35**

**APPENDIX A ..... 36**

**APPENDIX A ..... 37**

**SIDE LETTER OF AGREEMENT - SKILL BUILDING TRAINING FOR BUILDING AND  
GROUNDS WORKERS ..... 38**

**SIDE LETTER OF AGREEMENT – ME TOO ..... 39**

**SIDE LETTER - SALARY SURVEY ..... 40**

**SIDELETTER – LABOR-MANAGEMENT COMMITTEE ..... 41**

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**THE HOUSING AUTHORITY of the CITY OF OAKLAND, CALIFORNIA**  
**and**  
**SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 1021**

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This Memorandum of Understanding is entered into this 1<sup>st</sup> day of July 2016 by and between the Housing Authority of the City of Oakland, hereinafter referred to as the "Authority," and the Service Employees' International Union, Local 1021, hereinafter referred to as the "Union," and both hereinafter referred to as the "parties."

**SECTION I ■ RECOGNITION**

The Authority recognizes the Service Employees International Union Local 1021 Maintenance Unit (formerly Local 1877) as the exclusive employee organization for all persons employed in the classifications as listed in Appendix A. Both parties agree that Government Code 3500 (Meyers-Milias-Brown Act) is applicable to this Memorandum of Understanding.

**SECTION II ■ EQUAL EMPLOYMENT OPPORTUNITIES**

Neither the Authority nor the Union shall discriminate against any employee or applicant for employment on account of race, color, political or religious creed, sex, age, or national origin as provided by law.

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. Union activities shall not interfere with the normal operations of the Authority.

**SECTION III ■ UNION RIGHTS**

A. Service

The Union recognizes its obligation to cooperate with the Authority to assure maximum service of the highest quality and efficiency.

B. Lists

The Authority shall supply the Union with a list of names and classifications of new employees, and the names of any employees terminated, such notice to be furnished not later than the 10th of the following month.

C. Payroll Deductions

The Authority will honor written assignments of wages to the Union for the payment of Union initiation fees, dues or service fees, and the Committee on Political Education (COPE), provided such assignments are voluntarily entered into, and will promptly remit the monies deducted pursuant to such assignments, with a written statement of the names of employees for whom deductions were made. Deductions for Union dues, service fees or COPE shall be made from the first pay period of each month payable to the Union on or before the 26th of the same month. The Authority shall indicate on the deduction list any employee not in paid status at the time of the deduction.

D. Agency Shop

Any employee in one of the classes listed in Appendix A hired on or after July 1, 1980, shall, as a condition of continuing employment within thirty (30) calendar days of employment, become and remain a member in good standing of the Union, or choose to authorize deduction of an agency (service) fee which shall be equal to regular monthly membership dues.

Any employee in one of the classes included in the bargaining unit hired on or after November 1, 1992, and thereafter during the term of this Agreement shall, as a condition of continuing employment with the Authority and, in the case of a newly hired employee, within thirty (30) calendar days of employment, execute a payroll deduction authorization form as furnished by the Union, and thereby become and remain a member in good standing of the Union; or execute a payroll deduction authorization form as furnished by the Union, and thereby pay to the Union an initial fee equal to the regular initiation fee and, thereafter, a monthly service fee equal to the regular monthly Union dues.

A member in good standing for these purposes means one who tenders regular and periodic dues payments to the Union.

Upon seven (7) days' notice to the Authority by the Union that an employee has failed to maintain membership in good standing, the Authority shall, (1) counsel the employee of the obligation under the provision, and (2) inform the employee that failure to maintain appropriate payments may subject him/her to discharge.

The Union shall indemnify and hold harmless the Authority, its officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorney fees, demands, actions, suits, judgments, and other proceedings arising out of any discharge action resulting from the application of this provision.

E. Shop Stewards

The Union may designate up to three (3) shop stewards who shall be allowed reasonable

time from the performance of their regular duties during working hours without loss of pay, subject to prior approval by the immediate supervisor, to process grievances and other related matters. The Union shall provide a current list of shop stewards regularly updated to the Authority. The Authority shall not unreasonably deny approval of time to perform duties under this Section.

Shop stewards are mutually recognized to be agents of the Union, and are fully empowered to submit and process grievances, pursuant to Section XI, except that only the Union Business Agent shall authorize the submission to arbitration.

F. Presence of Shop Stewards at Meetings

A shop steward or paid representative of the Union may, at the request of an employee, be present at any meeting between the Authority and the affected employee from which disciplinary action is likely to result.

It is recognized that the Authority also must be able to hold meetings that are fact-finding in nature and investigate situations that arise without the presence of a shop steward or a paid Union representative. Should a fact-finding or investigatory meeting develop, in the opinion of the Authority, into a meeting from which disciplinary action is likely to result, the Authority will state this to the employee. At that point, the employee may request the presence of a shop steward or paid representative of the Union.

G. Schedule of Payments to the Union

Deductions for Union dues or service fees shall be made from the first pay period of each month payable to the Union on or before the 26th of the same month. The Authority shall indicate on the deduction list any employee not in paid status at the time of the deduction.

H. Access to Employees

Upon receiving permission of the Assistant Director or Department Director, duly authorized representatives of the Union shall be permitted to enter buildings in which employees of the Authority are working, to transact Union business, provided that such a visit does not unnecessarily cause the interruption of work. Permission shall not be unreasonably denied.

I. Bulletin Boards

The Authority shall provide one bulletin board in the Service Center, Service Annex, East District Office and West District Office which will be accessible to all of its employees at all times for the purposes of posting notices of official business of the Union. The Union agrees that it will not distribute handbills, posters, or other literature within the buildings of the Authority. The Authority will provide a receptacle at or near each bulletin board for official business.

J. Joint Employer-Employee Relations Committee

The parties agree to establish a joint Employer-Employee Relations Committee for the purpose of exchanging issues of common interest. The committee shall meet on a bi-monthly basis, unless cancelled based upon mutual agreement by the parties. The Union shall select two (2) bargaining unit employees who shall be allowed paid time off to attend each session. A paid Union representative shall be a part of the committee. At least two (2) management employees shall attend each session. The parties further agree that these meetings do not constitute meet and confer sessions.

K. Conference Room for Meetings

At the request of the Union, the Department Director or his/her designee may provide the Union with a conference room, provided time, availability and staffing permit, for the purpose of holding meetings during off-duty hours. The Union shall give timely advance notice of such requests.

L. Advance Notice

The Authority shall, except in cases of emergency, give the Union reasonable written notice of any ordinance, rule, resolution or regulation directly related to matters within the scope of representation proposed to be adopted by the Authority, and shall give the Union the opportunity to meet with Authority representatives.

**SECTION IV ■ SENIORITY DEFINED**

Seniority shall be defined as the employee's length of service with the Authority, calculated from the date of appointment to a regular position within the Authority. Seniority shall accrue so long as an employee serves in full pay status. Periods of approved leave with pay (e.g., vacation, sick leave) shall not interrupt seniority. No seniority shall accrue during any period of approved leave without pay, but such leave without pay shall not constitute an interruption of seniority. In the case of an employee on leave without pay, due to an industrial injury, seniority shall accrue for only up to one (1) year. In the case of an employee on leave without pay, due to personal injury or illness, seniority shall accrue up to ninety (90) days.

**SECTION V ■ PERSONNEL PROVISIONS**

A. Probationary Period

Persons who are employed by the Authority in the classifications, which comprise this negotiating unit, shall serve a probationary period of six (6) months. During that period, the work of the probationary employee shall be monitored by his/her supervisor.

If permanent status is recommended and approved, the employee shall attain permanent status after completion of six (6) months of service. If permanent status is not recommended, the Authority may offer an extension of the probationary period up to six (6) months, in lieu of termination. Timely notification of extensions to the probationary period shall be provided to the Union.

Employees who hold permanent status may be placed on probation in lieu of termination if their job performance is unsatisfactory, either partially or totally. The probationary period may be set from thirty (30) to ninety (90) days. The employee is expected to improve his/her performance and/or rectify his/her conduct within the prescribed time frame. Failure to do so will result in the employee's dismissal.

At any time during the probationary period, a probationary employee may be separated from the Authority's service, without any right to a grievance hearing or an appeal.

B. Temporary Employees

An employee who is in a temporary position holds temporary status. A temporary position may also be a project position which is funded by a special grant or other special funds, or temporarily funded by regular funds for a specific duration. A temporary appointment may be terminated at any time, without the Authority stating a reason for the termination. Temporary employee shall be exempt from the Agency Shop provision of the MOU.

It is the intent of the Authority that temporary appointments shall not exceed six (6) months. The Authority shall not attempt to extend the six (6) month period by replacing or exchanging temporary agency employees.

The Authority shall provide the Union Field Representative and Chapter President with a monthly Notice of Temporary Employee Status Report by department, date of hire position, the reason, and expected duration of the temporary assignment. Such report shall be provided by the 10<sup>th</sup> of the month.

In the event a temporary assignment is expected to exceed six (6) months, and at the Union's request, the Authority and the Union will meet and confer over the reason for the expected extension of the temporary assignment.

Management will make every effort to hire a permanent employee in a vacant bargaining position within six (6) months.

C. Postings

The Authority shall post at the primary sites all advertised vacant or new positions at the Authority. In addition, all notices of vacancies that would and/or could allow for



upgrading or promotional opportunities to bargaining unit employees shall be posted not less than ten (10) workdays prior to the closing date. Applications may be requested from the immediate supervisor and such application forms will be made available. All bargaining unit employees who meet the minimum requirements and who apply for promotional or upgrade positions in the bargaining unit shall be interviewed and be given preference according to seniority in filling the vacancy prior to going beyond the bargaining unit to fill such positions. If a promoted employee is not retained at the promotional level, s/he shall be reinstated to his/her prior position.

2. Maintenance Mechanic Posting

The Maintenance Mechanic positions will be internally posted in order for current Local 1021 members to apply for vacant Maintenance Mechanic positions.

Vacant Maintenance Mechanic positions will be internally posted and externally advertised. Only current non-probationary, non-temporary employees of the Authority shall be considered internal candidates. Promotional probationary employees shall also be considered as internal candidates and be eligible to apply for the Maintenance Mechanic position.

The Authority will, to the extent feasible, select a Local 1021 member to the Maintenance Mechanic position. However, if the Authority does not identify an internal candidate, the Authority will select an external candidate to the Maintenance Mechanic position.

If an internal candidate is selected for the Maintenance Mechanic position, he/she will serve a six (6) month probationary period. If the employee does not successfully pass the probationary period, he/she may be returned to his/her previous position, or to a position of comparable status at the same salary level held prior to the promotion.

In order to provide career development, the Authority shall provide practical/hands-on Maintenance Mechanic training for interested Local 1021 members no less than twice per year. The initial training shall be provided no later than 120 days after union contract ratification and Authority Board approval.

D. Workload

While a position remains vacant, other employees in the work unit shall not be assigned unreasonable workloads.

E. Layoffs

1. Order of Layoff

In the event that the Authority finds it necessary to reduce its staff by layoff, employees shall be laid off by classification in the following order:

- a. Temporary Employees  
All other employees shall be laid-off by classification in inverse order of Authority seniority as follows:
- b. Probationary Employees
- c. Project Employees
- d. Regular Employees

The Authority shall give no less than thirty (30) working days' notice to any employee facing layoff.

Notice shall be in writing and shall contain the reason or reasons for the layoff and include a statement of rules regarding layoff lists and recall rights.

The Authority shall also give no less than thirty (30) working days' notice to the Union regarding members that are facing a layoff. The Union will have ten (10) working days after receiving notice to request a meeting with the Authority to meet and confer on the necessity for, impact of, and alternatives to such a layoffs.

2. Seniority Bumping Rights

An employee with greater Authority seniority may bump an employee with less seniority in the same classification, or in a lower classification in the same classification series. A Maintenance Mechanic may bump a Building and Grounds Worker II. Conflicts will be resolved in the favor of the most senior employee. A temporary or project employee may not bump a regular permanent employee, regardless of her/his seniority.

3. Reinstatement List

A reinstatement list shall be established for employees affected by a layoff. Such reinstatement lists shall be utilized before any lists of qualifiers, and shall be in effect twelve (12) months from the date of layoff. Employees shall be recalled from the reinstatement list and shall be returned to the classification she/he held at the time of the layoff in inverse order of Authority seniority. Employees shall retain their seniority as of the effective dates of the layoff, if they are re-employed by the Authority within twelve (12) months from the date of layoff.

4. Recall from Layoff

On recall from layoff, the employee shall be returned to the classification she/he held at the time of layoff. If conditions have so changed that it is not feasible to reinstate her/him to the same classification, she/he shall be reinstated in a classification that is as nearly comparable under the circumstances, including closely related lower classifications when vacant and the employee has the required skills and qualifications.

During that time the Authority shall make reasonable efforts to contact an employee eligible for recall before offering an available position to another person. Such effort

shall include notification in writing by the U.S. Postal Service, to the last address of record.

F. Attendance

An attendance record reflecting excessive and/or unacceptable absenteeism, which adversely affects the operations of the department, may be grounds for disciplinary action up to and including termination. An acceptable attendance record is required of each employee and shall be one basis for employee performance evaluations.

G. Outside Employment

Full-time employees shall not be employed, work in, or be engaged in any job or activity which might be or appear to be a conflict of interest with his/her Authority employment in any way.

It shall be the responsibility of the employee to advise the Director of Human Resources of any outside employment that conflicts with Authority employment. This information shall be considered confidential in nature.

No employee shall be engaged in any outside job, nor shall they be engaged in any non-job related activity without prior approval during the employee's regularly scheduled hours of work.

H. I.D. Badges

The Authority shall provide identification badges, at no cost to the employee.

I. Health and Safety Practices

The Authority and the Union agree that health and safety are mutual concerns. The Authority recognizes its responsibility to promote safety standards on the job. Accordingly, the Authority will provide on-the-job safety training, as it deems appropriate. The Union

shall encourage its membership to fully participate and support all safety training provided by the Authority. Each employee shall be required to fully comply with Authority safety standards, rules and regulations.

The Authority will include one (1) employee from each bargaining unit, selected by the Union, to be a member in full standing on the Safety Committee as described in the "Injury and Illness Prevention Plan and Safety Manual," which will meet on a quarterly basis. Business representatives from each Union may attend the meeting and provide input and recommendations.

The Authority's safety policy will be consistent with Federal and State safety regulations.

The Authority will provide personal protective equipment (PPE) as required by law. This equipment will be kept in good repair and will be replaced if damaged or unserviceable.

The Authority will provide annual mandatory training in the de-escalation of abusive and potentially violent situations.

The Authority will provide annual training on how to handle unsecured dogs as a potential hazard in the field. This training shall be mandatory for bargaining unit members.

J. Tools

The Authority will provide each employee with the necessary tools to perform the essential functions of their position. If it is determined that tools are lost by an employee due to carelessness the employee will have an opportunity to pay for the cost to replace the tools within thirty (30) days or the employee will be disciplined. In addition, the Authority will make available to employees those tools that are necessary to perform specialized assignments.

The Authority will make every reasonable effort to exchange worn or defective tools. Employees will make every reasonable effort to secure tools at the work site and on assigned vehicles.

K. Personnel File

Upon request employees shall be permitted access to their personnel file and will be allowed to make copies of any item therein. Upon request, letter(s) of reprimand shall be purged from the official personnel file after a period of two (2) years from the date of the letter(s) of reprimand if there are no additional, similar or like written incidents resulting in a reprimand during that two (2) year period with the exception of matters where disciplinary action resulted from a statutory violation.

L. Reassignment

A reassignment is defined as a lateral movement within the same classification, within the

same department. Supervisors who desire to reassign an employee may do so with the approval of the department director.

Employees will be given two (2) weeks' notice prior to the effective date of the reassignment and will be advised of the reason(s) for the reassignment.

Employees will also be given the opportunity to meet with management to discuss the reassignment.

**SECTION VI ■ HOLIDAYS**

**A. Days Observed as Paid Holidays**

The following days shall be observed as paid holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	President's Birthday
Last Monday in March	Cesar Chavez's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
September 9	Admission Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Friday After Thanksgiving
December 25	Christmas Day

Also, each employee shall be entitled to one-half (1/2) day off on the last scheduled workday prior to Christmas Day and on the last scheduled workday prior to New Year's Day. In addition, Columbus Day (second Monday in October) shall be a floating holiday. The Authority will remain open for business on this day. Each year on Columbus Day, employees shall earn a floating holiday, which must be used by employees within one calendar year of that date. Use of the floating holiday shall be subject to advance approval from the Department Director and to operational needs. Approval shall not be unreasonably withheld.

If an employee separates from service before having used his/her floating holiday, such holiday shall be compensated in cash at a straight time rate.

Holidays falling on Sunday shall be observed on Monday. Holidays falling on Saturday shall be observed either on the preceding Friday or subsequent Monday at the option of the Authority.

**B. Eligibility for Holiday Pay**

To be eligible for holiday pay, an employee must be in full-paid status the scheduled work day before and the scheduled work day after the holiday. Holidays shall be considered as days worked for the purpose of computing overtime.

## SECTION VII ■ VACATIONS

### A. Allotment

Employees shall be allowed to take vacations according to the following schedule, subject to the approval of the Department Director, the time of which shall be determined with due regard to the employee's wishes and particular regard for department needs; provided, however, that no employee shall take vacation leave before such leave has been earned. He/she will be allowed to take the amount of vacation accrued, except that vacation taken shall not exceed the amount of vacation due such employee based on the employee's tenure with the Authority, as follows:

1. From 1 - 4 years of service, 10 working days of vacation 80 hours annually (3.076 hours per pay period)
2. After the 4th year of continuous service, 15 working days of vacation 120 hours annually (4.615 hours per pay period).
3. After the 11th year of continuous service, 18 working days of vacation 144 hours annually (5.538 hours per pay period)..
4. After the 19th year of continuous service, 20 working days of vacation 160 hours annually (6.153 hours per pay period). .

### B. Sick Leave and Vacation

Vacation may be used to supplement exhausted sick leave. Vacation may be taken in one (1) hour increments. In addition, if an employee is seriously ill during a scheduled paid vacation leave and provides verification from a treating physician confirming that the illness was commensurate with all or part of the schedule vacation, such specific day(s) may be charged to sick leave, at the Department Director's discretion. Approval shall not be unreasonably denied.

### C. Separation Payment

If an employee is separated from Authority service, he/she shall be paid for any vacation accrued to the time of separation. Cash payments for vacation accrued prior to death shall be made to the heirs or to the estate of the deceased employee.

### D. Vacation Scheduling

Consistent with the efficient operation of the Authority, each employee shall be given a preference as to the time of his/her vacation period whenever possible. Conflicts between employees over requested vacation times shall be settled on the basis of seniority within the department. Vacation shall be taken in minimum increments of not less than one (1) day. However, the Department Director may approve the use of vacation in lesser units.

E. Vacation on a Holiday

In the event a holiday recognized by the Authority occurs during an employee's vacation period, the employee will not be charged vacation credits for that holiday.

F. Breaks in Service

For the purpose of computing a rate of accrual of vacation leave, a break in service of less than two (2) years shall have no effect. Breaks in service of more than two (2) years shall mean that employees so re-employed shall, for purposes of computing vacation, be treated as new employees.

For the purpose of computing length of service and determining eligibility for vacation at a higher accrual rate, time spent on extended military leave shall be counted as time spent in the service of the Authority.

G. Advanced Vacation Pay

Employees may elect to receive their pay covering the period of vacation at the time the vacation starts. To do so, the employee must submit the request in writing to his/her supervisor not less than thirty (30) days before the vacation is scheduled to begin.

H. Pay Status for Vacation Credit

An employee must be on full-paid status at least three-quarters of the payroll period in order to earn vacation credit for that period.

I. Maximum Accruals

Vacation may be accrued to a maximum of two (2) years' accrual. Maximum accrual shall be computed by combining an employee's rate of accrual in the current year and the immediately preceding year.

J. Vacation Cash-Out

After one (1) full year of service, an employee is eligible, on an annual basis during the months of June and December to cash out vacation. During the first five (5) years of service, an employee may cash out one-half (½) his/her annual accrual up to a maximum of five (5) days. After completion of five (5) years of service, an employee may cash out one-half (½) the annual accrual up to a maximum of seven and one-half (7½) days. After completion of

twelve (12) years of service, an employee may cash out one-half (½) the annual accrual up

to a maximum of nine (9) days. After completion of twenty (20) years of service, an employee may cash out one-half (½) the annual accrual up to a maximum of ten (10) days.

## **SECTION VIII ■ HOURS OF WORK AND WORKING CONDITIONS**

### **A. Workday**

The workday for employees shall consist of eight (8) hours within nine (9) consecutive hours. All work performed in excess of eight (8) hours in one day or forty (40) hours in any one week shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay.

In the event the Employer establishes a swing and/or grave yard shift, the Employer shall meet and confer with the Union regarding hours, premium pay and the method of selection from shift assignments.

In the event the Employer assigns an employee to hours of work outside of the regular work hours day, 8:00 a.m. through 4:30 p.m., Monday through Friday, the Employer shall meet and confer with the Union regarding the change in work hours.

When an employee, after leaving the premises, is ordered back to work, the employee shall receive credit for a minimum of two (2) hours of actual work time. This two-hour minimum callback provision does not apply to work, which begins two (2) hours or less before the beginning of the employee's regularly assigned work schedule. The work time shall be calculated from the time the employee leaves his/her home to when he/she returns home.

### **B. Workweek**

The workweek for all employees shall consist of five (5) consecutive days followed by two (2) consecutive days off. Work performed on the employee's first regularly scheduled day off shall be paid for at the rate of time and one-half (1½) times the regular rate of pay for actual hours worked. Work performed on the employee's second regularly scheduled day off shall be paid for at the rate of double the regular rate of pay for actual hours worked.

### **C. Split Shift**

No split shifts shall be permitted for any employees.

### **D. Paychecks**

All disbursements for wages shall be made by voucher check, which shall show the total number of hours worked, the rate of pay, and an itemized list of all deductions made there from. Paychecks shall be issued in a uniform manner throughout the bargaining unit.



Paychecks, including amounts and details, shall be treated confidentially. Paychecks shall be disbursed in sealed envelopes.

E. Overtime for all Classification Eligible for Overtime

The authority retains the right to schedule overtime. Overtime shall be distributed as equally as possible, normally on a voluntary, rotational basis among qualified employees. The Authority shall consider seniority in assigning overtime work. Permanent employees shall be given the opportunity to work overtime before temporary employees.

F. Meal Allowance

A meal allowance of \$8.00 shall be paid to employee if he/she is directed to perform work more than two (2) hours past scheduled time, or if called back to work for at least four (4) hours.

**SECTION IX ■ INSURANCE PLANS**

All employees who are employed in the classifications which comprise this negotiating unit shall be eligible to participate in the Oakland Housing Authority's health, dental and vision plans.

The Authority will not make contributions to any other health and dental insurance plan on behalf of the employees in this negotiating unit; however, the Authority reserves the right to offer to employees any improved health and dental coverage which becomes available.

A. Health Insurance

Effective January 1, 2017, the Authority will pay the health plan monthly premium contribution amount up to a maximum of \$1,865.00.

Effective January 1, 2018, agree to increase the employer contribution by the amount equal to the increase to Kaiser Family Plan.

Effective January 1, 2019 agree to increase the employer contribution by the amount equal to the increase to Kaiser Family Plan.

If an employee's selected health plan premium exceeds the maximum employer contribution, the employee will be responsible for paying the balance of the premium cost. Effective January 1, 2014, the Authority will modify the IRS 125 Plan to provide for employee pre-tax contributions to medical benefits.

B. Dental Insurance

The Authority shall pay 100% of the Dental Plan premium for employees and their eligible family members. The Dental Insurance provides:

- Orthodontia Services coverage at 80% for the Preferred Provider Option (PPO).
- Orthodontia Services coverage at 50% for the Dental Maintenance Option (DMO).
- Lifetime Orthodontia maximum at \$2,000 for the PPO plan option.

C. Vision Insurance

The Authority shall pay 100% of the Vision Plan premium for employees and their eligible family members. The Vision Insurance provides:

- Frames in network coverage at \$130
- Contacts (elective) in network coverage at \$130

D. Life Insurance

The Oakland Housing Authority shall pay 100% of the total premium of the Authority's life insurance plan on behalf of the employees. The plan coverage is one and a half (1½) times the employee's annual salary up to a maximum of Seventy Five Thousand Dollars (\$75,000).

E. State Disability Insurance

Employees will be covered by the California State Disability Insurance Program (SDI). Premiums for this coverage are paid by employees. Employees who become disabled may apply for SDI benefits. The benefit amount is set by state law.

F. Long-Term Disability Insurance

The Authority will make available a long-term disability insurance plan in which employees may enroll. Premiums for this insurance shall be paid by the employees through payroll deductions.

G. Other Benefits

- Employee Assistance Program (EAP)  
The Authority offers an Employee Assistance Program for employees to utilize as appropriate. Information regarding the EAP is available in the Human Resources Department.
- The Authority will continue to offer a Flexible Benefits Plan and a Commuter Check Plan.

## SECTION X ■ LEAVE POLICY

A. Sick Leave

1. Sick Leave Usage

Sick leave is paid leave granted for an authorized absence from duty to an employee who is unable to work because of personal illness or injury, illness in the family which requires the employee's absence from work, exposure to a contagious disease resulting in quarantine; childbirth; or appointment for medical or dental examination or treatments for self or immediate family. Sick leave may be taken in hourly increments.

Family Sick Leave – Kin Care

Employees may utilize accrued sick leave for care of a family member as specified above. The immediate family is defined as the employee's spouse, domestic partner, child, mother or father. Consideration given to other family members shall not be unreasonably denied.

2. Accruals

Sick leave shall be accrued at the rate of one (1) working day for each month of service. An employee shall be entitled to use sick leave after one month of service.

Sick leave may be accumulated up to a maximum of one hundred and fifty (150) days. Sick leave may be taken in hourly increments for medical and dental appointments.

3. Notification

It shall be the responsibility of each employee absent from duty to notify his/her supervisor by calling and leaving a message on the 24-hour telephone number designated by the Department Director no later than one-half hour before the normal reporting time on the day of absence. Special circumstances, which render the employee unable to notify his/her Supervisor, shall be taken into account.

4. Integration with Disability Insurance

Sick leave pay shall be integrated with disability insurance payments. Only the amount paid by the employer in the form of sick leave pay shall be charged against the employee's sick leave credits. This integration, if desired, shall be requested by the employee.

5. Integration with Workers' Compensation Benefits

Sick leave may be integrated with Workers' Compensation benefits. This integration, if desired, shall be requested by the employee.

6. Holiday During Sick Leave

If an employee is absent on paid sick leave and an observed holiday occurs during such absence, that day shall not be charged against sick leave credits.

7. Sick Leave Usage

If an employee uses less than fifteen (15) hours of sick leave in a year, based on the anniversary date, he/she shall be awarded fifteen (15) hours of straight compensatory time off, effective the following year.

B. Bereavement Leave

In the event of the death of a member of the immediate family of an employee, (the immediate family being defined as the employee's mother, father, stepmother, stepfather, sister, brother (including half-brother, half-sister, step-brother, step-sister), spouse, domestic partner (of record), child (including adopted and stepchild), grandchildren, grandparents (including step-grandparents), and mother-in-law and father-in-law), the employee shall be granted bereavement leave for the purpose of attending the funeral or memorial services based on the following schedule:

1. If the service is within the Bay Area, up to three (3) working days with pay will be allowed; or
2. If the service is outside the Bay Area, but within three hundred (300) miles of Oakland, leave will not exceed four (4) working days with pay; or
3. If the service is more than three hundred miles (300) from Oakland, or outside the State of California, leave will not exceed five (5) working days with pay.

The employee shall submit a leave request to his/her supervisor in writing for bereavement leave, stating name and relationship of deceased, time off requested, location of service, and date of return. If an emergency situation requires the employee to leave the area before submitting a written request, the employee is required to notify the supervisor by telephone or email within twenty-four (24) hours of the employee's initial absence from work.

The Authority has the right to require proof sufficient to justify the use of bereavement leave. Such documentation must establish the relationship between the employee and the deceased.

Approval for such leave within the time limits specified shall not be unreasonably withheld.

C. Leave Without Pay

Leave without pay may be granted on the basis of one month's leave for each completed

year of service, up to a total maximum for all leave without pay of twelve (12) months. Leave without pay must have the approval of the Executive Director and the request by the employee must be in writing.

D. Jury Leave

Employees who are summoned to appear in court for jury duty will be paid their regular salary for the period served and will be required to surrender to the Authority all fees received as a result of jury duty, except the amount received for transportation, if any.

E. Military Leave

An employee who is required to engage in active military training may receive up to thirty (30) calendar days of paid military leave, at the normal base rate of pay for his/her assigned classification, during each calendar year provided, however, that each such employee has completed at least one full year of Authority service or one full year of combined active military service and Authority service at the time leave is granted.

An employee shall submit a request in writing for paid military leave. The employee shall attach to his/her request a copy of his/her military orders for duty.

F. Educational Leave

An employee may request an educational leave without pay by submitting a request to his/her supervisor, in writing, stating circumstances and requested dates of leave. This information together with recommendations from the supervisor and Department Director concerned will be forwarded to the Executive Director for approval or disapproval as circumstances warrant.

The employee shall be informed of the Executive Director's decision in writing and a copy of all correspondence will be forwarded to the Human Resources Department for inclusion in the employee's personnel file. The Human Resources Department will be responsible for notifying the Finance Department of such approved leaves of absence without pay.

An employee on authorized education leave shall not accrue sick leave and vacation during the period of said leave. An employee who is authorized an adjusted work day, where educational time off is for a limited period, may at the discretion of the Executive Director continue to earn sick leave and vacation credits.

## **SECTION XI ■ DISCIPLINE AND DISCHARGE**

The Authority has the right to discipline and/or discharge employees for just cause. The Authority agrees to use progressive discipline. Coaching & counseling and verbal warnings shall be utilized before beginning the disciplinary process. The Union and the Authority recognize that in some

situations under progressive discipline an employee's conduct may warrant more severe discipline.

In the event the Authority is required to conduct an investigation regarding alleged conduct that may be subject to discipline, the employee will be notified of disciplinary action within a reasonable time (generally 30 days) after the Authority has completed any investigation and determined that discipline is warranted.

Should an employee's conduct or performance be such that disciplinary action is required, the Authority will take such action in order to afford the employee every opportunity to correct such conduct or performance. The Authority will notify the Union of any such discipline or discharge actions and the reasons therefore by sending the Union a copy of the notice of discipline, which is sent to the affected employee.

Failure to maintain a driving record which permits the employee to be insured by the Authority's regular group policy shall be grounds for termination of employment. In lieu of termination, the employee:

1. May secure acceptable personal automobile insurance which specifically covers his/her use of Authority vehicles and which specifically names the Oakland Housing Authority as an additional insured (covered) party; or
2. Pay the excess premium expense for any automobile insurance, which the Authority may secure in order to insure that specific employee, in addition to the Authority's regular group policy.

Required minimum insurance coverage categories must be obtained from the Authority's Investigative and Risk Management Officer and the employee must fully meet minimum insurance requirements.

A. Employee Acknowledgement of Documentation

The signature of any employee on a formal warning, a notice of discipline, or a performance evaluation shall serve solely as an acknowledgement that the employee has received that document and not as an indication of the employee's agreement with the document's contents.

B. Grievance of Discipline

The application of the provisions of this Section shall be subject to the provisions of the Grievance and Arbitration provisions contained in this MOU.

C. Employee Assistance In-Lieu of Termination

If the Authority is considering termination of an employee for work-related behavior, which indicates a substance abuse or other personal problem, the Authority may refer such employee for counseling or other assistance in lieu of termination. The employee shall have

the option of accepting or rejecting such offer of assistance. If the employee rejects the offer of assistance, the termination action shall proceed. The Authority may also require an employee to participate in drug screen tests if the employee's behavior on the job is indicative of a substance abuse problem.

The application of the provisions of this Section shall be subject to the provisions of the Grievance and Arbitration provisions contained in this MOU.

## SECTION XII ■ GRIEVANCE PROCEDURE

### A. Definition

A grievance is any dispute involving the meaning or application of the provisions of this Memorandum of Understanding and Authority Personnel Policies and Procedures. Discipline shall be subject to the grievance procedure.

Grievances shall be taken up in the manner set forth in this Section.

### B. Right to Representation

The employee shall have the right to representation at all levels of the grievance procedure.

### C. Steps of the Grievance Procedure

#### 1. Informal Discussion

Any employee who has a grievance shall meet with his/her immediate supervisor within seven (7) working days after the first incident or occurrence which gives rise to the grievance. The employee shall present the nature of the grievance to the supervisor verbally. The employee may be assisted by a shop steward or other Union representative. The supervisor shall respond verbally to the grievance during this informal meeting. Every effort shall be made by all parties to resolve the grievance at this level.

If a satisfactory solution is not reached within seven (7) working days of the initial meeting with the immediate supervisor, the grievance may be advanced to the next step in this procedure.

#### 2. Assistant Department Director

Any employee who wants to appeal the decision of the immediate supervisor must submit the appeal in writing to the Assistant Department Director within seven (7) working days of an unsatisfactory response from the immediate supervisor. The Assistant Department Director shall hold a meeting with the employee to discuss the grievance within seven (7) working days following the presentation of the written appeal from Step 1. The Assistant Department Director shall answer the grievance within seven (7) working days following the meeting with the employee.

If the grievance is unresolved at this level, it may be advanced to the next step.

3. Department Director

Any employee who wants to appeal the decision of the Assistant Department Director must submit the appeal in writing to the Department Director within seven (7) working days of an unsatisfactory response from the Assistant Department Director meeting with the employee to discuss the grievance within seven (7) working days following the presentation of the written appeal from Step 2. The Department Director shall answer the grievance within seven (7) working days following the meeting with the employee.

If the grievance is unresolved at this level, it may be advanced to the next step.

4. Board of Adjustment

Any employee who wishes to appeal the decision of the Department Director must submit an appeal in writing to the Director of Human Resources within seven (7) working days of receipt of an unsatisfactory response from the Department Director in order to present the grievance before a Board of Adjustment. The Board of Adjustment will be convened by the Director, and shall be composed of four (4) members, two representatives of management, and two representatives of the Union. The employee shall present his/her grievance before the Board. The Board will confer and vote. If the Board's vote is 3-1 or 4-0, an agreement will be deemed to have been reached and will be final and binding on all parties. If the members of the Board fail to reach an agreement, the Board's findings will automatically be advanced to the Executive Director, in writing, for review.

The Executive Director or his/her designated representative shall have ten (10) working days in which to review the Board's findings and to answer the grievance in writing. If the grievance is not resolved at this level, the grievance may be advanced to arbitration by either the Union or the Oakland Housing Authority, within thirty (30) days of receipt of an unsatisfactory response from the Executive Director.

An employee may waive Step 4 (Board of Adjustment) and make an appeal directly to the Executive Director Step 4-A.

4-A. Executive Director

Any employee who wants to appeal the decision of the Department Director must submit the appeal in writing to the Executive Director within ten (10) working days of an unsatisfactory response from the Department Director.

The Executive Director or his/her designated representative shall have ten (10) working days in which to review and answer the grievance in writing. The Executive Director (or representative) may hold a meeting with the employee to discuss the grievance.

If the grievance remains unresolved at this level, it may be advanced to arbitration.

5. Arbitration

Any employee, with concurrence of the Union, who wants to appeal the decision of the



Executive Director, must request arbitration within thirty (30) working days of an unsatisfactory response from the Executive Director.

The parties shall endeavor to mutually agree on the choice of an arbitrator. If the parties cannot agree on the arbitrator, then they shall apply to the State Mediation and Conciliation Service for a panel of arbitrators. If mutual agreement cannot be reached on the choice of an arbitrator, the alternate striking of names from the list will be utilized.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Memorandum. S/he shall consider and decide only the specific issues submitted to him/her in writing by the Authority and the Union, and shall have no authority to make a decision on any other issue not so submitted to him/her, unless the parties mutually agree otherwise. The arbitrator shall be without power to make decisions contrary to or inconsistent with, or modify, or void in any way, the application of laws, rules, and regulations having the force and effect of law. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Memorandum to the facts of the grievance presented.

The decision of the arbitrator shall be final and binding upon the parties.

Arbitration fees shall be borne equally by the Union and the Authority.

D. General Provisions

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specific time limits or any agreed-upon extension thereof, it shall be considered settled on the basis of the Authority's last answer. If the Authority does not answer a grievance or any appeal within the specific time limits, the Union may elect to advance the grievance to the next step of the procedure within the specified time limits. The time limit in each step may be extended by mutual agreement of the Authority's and the Union's representatives involved in each step.

The term "working days" as used in this section shall mean Monday through Friday, excluding holidays.

E. Employee Assistance in-lieu of Termination

If the Authority is considering termination of an employee for work-related behavior, which indicates a substance abuse or other personal problem, the Authority may refer such employee for counseling or other assistance in lieu of termination. Such employee shall have the option of accepting or rejecting this offer of assistance. If the employee rejects the offer of assistance, the termination action shall proceed.

**SECTION XIII ■ CONTRACTING OUT**

With regard to contracting out, it is agreed that the Oakland Housing Authority will notify the Union a minimum of ten (10) business days prior to the Board of Commissioners meeting where a request for action may be taken on a Request for Proposal (RFP).

The Authority will provide the Union with the following information in writing of such matters that may affect employees in the bargaining unit:

- a) The best estimate of the cost of the contract
- b) The expected duration of the contract
- c) The funding source of the contract
- d) The reason the work is not being assigned to the bargaining unit

No such contract for service shall result in the loss of employment for those employees who are at the point of the contract for services, regular (non- probationary) employees. Should a regular employee be assigned to a different position with a lower corresponding salary than his/her former salary, the former/higher salary shall remain intact until the salary of the current position catches up with the former salary.

This provision does not apply to employees who occupy project or temporary positions.

This provision does not apply to layoffs. In the event the Authority finds it necessary to reduce its staff by layoff, the Layoff Provision of this MOU shall be applied.

#### **SECTION XIV ■ SALARY**

##### **A. Cost- of- Living Adjustment**

1. Effective July 1, 2016, wages for employees covered by this MOU shall be increased by 3.5% across-the-board for all classifications.
2. Effective July 1, 2017, wages for employees covered by this MOU shall be increased by 3.5% across-the-board for all classifications.
3. Effective July 1, 2018, wages for employees covered by this MOU shall be increased by 3.5% across-the-board for all classifications.

##### **B. Longevity Steps**

The step progression of the salary schedule (Step A through E) is recognized by the Authority as recognition of longevity within the respective classification.

##### **C. Relief in Higher Classification**

Any employee who has been assigned by his/her supervisor, with the approval of the Director of Human Resources to assume the duties of a higher classification and who, pursuant to such assignment, does assume and perform those duties and responsibilities of the higher classification shall be paid at the first step of the higher classification. If the first step is not a least five percent (5%) above the employee's current salary, the employee shall be paid the next step that is at least five percent (5%) above the employee's current salary.

Such pay shall be for a minimum of one day.

D. Building and Grounds Worker I and II

1. Building and Grounds Worker I – Wage Progression

Building and Grounds Worker I shall be appointed at the first step (Step A) of the salary range. Upon successful completion of a six (6) month probationary period, the Building and Grounds Worker I shall be advanced to the next step (Step B) of the salary range. After completion of twelve (12) months, the Building and Grounds Worker I shall be advanced to the next step (Step C) of the salary range. After completion of each 12 months of continuous service, the Building and Grounds Worker I shall be advanced to the next step in the salary range.

The employee must have demonstrated satisfactory work performance during the preceding twelve (12) months in order to receive the next step in the salary range.

2. Building and Grounds Worker I to II Promotion

Building and Grounds Worker employees at the Level I classification shall be promoted to the Level II upon completion of the required years of service and having met specified performance standards.

Thereafter, upon completion of at least three (3) years of continuous service, a Building and Grounds Worker I whose most recent regularly scheduled performance evaluation has an overall summary rating specified as "Meets Requirements" or

better (according to the rating in the majority of the categories, including attendance and punctuality) shall be promoted to the position of Building and Grounds Worker II. In addition, an employee who has been suspended in the previous six (6) months will not be considered for promotion.

**SECTION XV ■ PREMIUM PAY**

A. Night Shift Differential

Premium pay for employees working four or more hours of a shift between the hours of 6 p.m. and 8 a.m. will be thirty cents (\$.30) per hour.

B. Standby Pay – Maintenance Mechanics

Maintenance Mechanics on standby or on-call duty shall be paid a lump sum of Two Hundred Dollars (\$200.00) for each week of standby duty. If the employee works overtime on any day during that week, the employee shall receive overtime at the appropriate rate in addition to standby pay. The Union agrees that there will be a minimum of five (5) Maintenance Mechanics on rotation for standby duty. However, if there is less than the minimum of five (5) employees on standby rotation, standby duty will be assigned by

inverse seniority, and the least senior employee will be required to be on standby duty.

If the employee is on standby on a holiday, the employee shall receive an additional premium of One Hundred Dollars (\$100.00) for the holiday.

C. Longevity Pay – Maintenance Mechanic Classification

Longevity Pay is in recognition of those employees in the position of Maintenance Mechanic who have provided valuable contribution to the Authority based on years of service and experience on the job. Longevity pay is as follows:

Upon completion of ten (10) years of service in the position of Maintenance Mechanic, an employee shall be eligible to receive an additional 2.5% step increase (Step F) on his/her anniversary date of hire.

Upon completion of fifteen (15) years of service in the position of Maintenance Mechanic, an employee shall be eligible for an additional 2.5% step increase (Step G).

Employees hired into this classification after September 27, 2012 shall not be eligible for longevity pay per this provision.

Landscape Classification

The Landscape classification shall receive One Dollar Fifty Cents (\$1.50) more at each step in the salary range than the salary for the Building & Grounds Worker II classification. Any new promotions or new hires into the landscape classification will start at Step A. On promotion actions, if the first step is not at least 5% above the employee's current salary, the employee shall be paid the next step that is at least 5% above the employee's current salary.

Bilingual Premium Pay

If an employee is assigned to provide bilingual services in one (1) language, he/she will receive a Bilingual Premium Pay differential of \$50 per pay period. If an employee is assigned to provide bilingual services in two (2) or more languages, he/she will receive a Bilingual Premium Pay differential of \$65 per pay period.

To be eligible for bilingual pay the employee must be verbally proficient as determined by receiving a passing score on a language skill test, which will be administered by certified agency and coordinated by the Human Resources Department.

Employees who are selected (by the department director and approved by the Director of Human Resources) to provide bilingual services for the Authority will receive the bilingual premium pay and will be required to use the bilingual skill during their normal work shift. Bilingual services will assigned by management and employees receiving bilingual pay may be required to provide bilingual assistance to any Authority operation or location.

If an employee (who is receiving bilingual pay) refuses to use his/her language skills, the bilingual pay will be terminated, and the employee will no longer be expected to use his/her bilingual skills. Additionally, if an employee voluntarily identifies in writing that he/she wishes to stop providing bilingual services, the bilingual pay will be terminated, and the employee will no longer be expected to use his/her bilingual skills.

## **SECTION XVI ■ RETIREMENT BENEFITS**

### **A. Retirement Plans**

Employees in this bargaining unit are covered by either the International City Managers Association (ICMA) or the California Public Employees' System (CalPERS) Retirement Plan.

The Authority shall pay the employee's share of the retirement plan contribution.

The Authority shall pay seven percent (7%) of the employee's share of the ICMA retirement premium.

Employees hired on or after August 27, 2012 as a "classic" PERS member in the bargaining unit shall pay five percent (5%) of seven percent (7%) CalPERS employee contribution.

Employees hired prior to January 2013 or who are hired as "classic" members of PERS shall receive the CalPERS retirement formula pay rate based on a one-year final compensation (12 highest paid consecutive months) and 2%@55 years of age and Government Code Section 21354 Supplemental Formula (No coordination with Social Security) and Government Code Section 20965 (Credit for Unused Sick Leave) benefits.

Employees hired on or after January 1, 2013 as new members to PERS, shall be covered by the pension formula dictated by PEPPRA and effective July 1, 2013, shall pay one-half of the normal rate as determined by PERS.

### **B. Deferred Compensation**

Employees may participate in the Authority's Deferred Compensation Plans, with ICMA and/or the CalPERS 457 Plans.

### **C. Retiree Medical Contribution**

The Authority will pay the health plan monthly premium contribution amount up to a maximum of \$1,865.00. (Kaiser Family rate decreased for the 2017 plan year-no increase in contribution)

Effective plan year, January 1, 2017 and after the PERS required Resolution has been adopted, the Authority will pay up to a maximum of One thousand Eight Hundred and Sixty Five Dollars (\$1865.00) per month toward the purchase of health plans.

Effective plan year, January 1, 2018, the Authority will increase the contribution by increase the employer contribution by the amount equal to the increase to Kaiser Family Plan.

Effective plan year, January 1, 2019, the Authority will increase the contribution by increase the employer contribution by the amount equal to the increase to Kaiser Family Plan.

D. Retiree Vesting Schedule for Medical Benefit

The retiree vesting schedule for eligibility for Authority retiree medical contributions for all new employees hired on or after January 1, 2017 shall be:

10 years	50%	16 years	80%
11 years	55%	17 years	85%
12 years	60%	18 years	90%
13 years	65%	19 years	95%
14 years	70%	20 years	100%
15 years	75%		

**All current employees (including those hired on or after October 21, 2008) will be subject to the 5 year – 100% retiree medical vesting schedule.**

**SECTION XVII ■ MISCELLANEOUS PROVISIONS**

A. Tuition Reimbursement

It is the goal of the Office of Property Operations to encourage its employees to advance to the highest positions possible within the department and to secure the education and training necessary for attainment of their personal career goals.

The Authority shall reimburse employees for tuition expenses, including books and course materials, incurred in connection with attendance at classes offered by local colleges and universities or any other applicable training institute, NAHRO Conference, workshop, symposium or seminar as follows:

1. The employee must submit a Tuition Reimbursement form, which includes the following information, to the Department Director in advance of attendance at the course:
  - Description of the course.
  - Statement of fee.
  - Description of relationship between course, employee's duties, and career goals within the Authority.
  - Dates and times of attendance.

2. The Department Director shall review the employee's request and forward the request to the Executive Director, with a recommendation.
3. The Executive Director shall approve or disapprove the employee's request. The request shall not be unreasonably denied.
4. At the completion of the course, the employee shall present a tuition receipt and verification of completion to the Department Director. Satisfactory completion shall constitute a grade of "C" or better, or pass. If an employee fails to satisfactorily complete a course, s/he may repeat the course and upon satisfactory completion shall be eligible for reimbursement. The Department Director shall forward this material to the Director of Finance for reimbursement to the employee.

For purposes of promotion, employees who have successfully completed a recognized/formal training program and who have successfully competed and have been placed on a list of qualifiers, shall be given preference over outside applicants.

The Department may also provide periodic hands-on training for its employees. Such training shall be designed to improve the performance of employees.

Representatives of the Authority and the Union shall meet twice a year to assess the progress of this training.

B. FleetSafe Program

The FleetSafe Program is a service offered through the Oakland Housing Authority's Vehicle Insurance Carrier, Fireman's Fund. The program is intended to enhance the Oakland Housing Authority's existing Safety Program. The FleetSafe Program affords citizens the opportunity to call the 1-800 number, affixed to the bumper of an Authority vehicle, and voice a compliment or complaint about the driver. Calls are also taken from citizens reporting an emergency situation such as a vehicular breakdown, accident or injury.

The FleetSafe 24-hour call center has trained staff who screen calls and determine the validity of the call. Specifically, if the caller is unable to correctly answer relevant questions, the call will be considered invalid and will not be filed. Only calls considered valid are forwarded to an Oakland Housing Authority authorized staff person in the Risk Management office. The Union will be notified by the Authority of valid complaints that may result in discipline.

Any reported complaints or compliments received by the Authority will be considered confidential information. As such, the Risk Management Officer will report the call to the Department Director or his/ her designee or in his/her absence, the Assistant Department Director or his/her designee.

The Department Director will investigate the information and then review and discuss the

1. If the reported incident appears to be only that of the caller's perception and cannot be verified, no action will be taken.
2. If the reported incident appears to be factual, the Department Director will counsel the employee/driver or passenger of the vehicle, as appropriate.

If a FleetSafe call is made in conjunction with other information, such as an accident/police report (which may include damage to vehicles/property and/or injury), the Authority will review and process the information in accordance with the Accident and Injury Safety Manual, Fleet Vehicle Manual and the Personnel Procedures of the Employee Manual.

C. Performance Evaluation

In the event an employee's performance is deficient in any area of performance and such deficiency (ies) would likely result in an annual performance evaluation rating(s) of less than "Meets Requirements", the supervisor shall meet with the employee to discuss the deficiency (ies) and provide input on the employee's performance expectations.

In the event an employee would like to review areas of performance prior to his/her annual performance evaluation, an employee may ask the supervisor for a pre-evaluation meeting at least 90 days prior to the annual evaluation date.

D. Unsafe Equipment/Conditions

As soon as practicable, an employee shall notify his/her immediate supervisor, and/or the OHA Risk Management Officer and the Department Head about any unsafe equipment or unsafe working condition. The immediate supervisor shall investigate, or cause to be investigated, reports of unsafe equipment, or unsafe working conditions, and shall advise the affected employees of any corrective actions to be taken. If the employee still believes that the situation is unsafe, the matter shall be referred to the Risk Management Officer as soon as possible by the supervisor. The employee will not be required to work with the alleged unsafe equipment or unsafe working condition until a decision has been rendered by the immediate supervisor or the Risk Management Officer, if the matter has been referred to the Risk Management Officer. If the Risk Management Officer is not available on a timely basis, the Authority/Department Head, or his/her designee, shall investigate the matter and make the decision for the Risk Management Officer.

E. Right to Refuse Unsafe Work

No employee shall be disciplined for having refused to work with equipment, or under conditions that they believe are unsafe, provided they do not continue to refuse to perform the work once the immediate supervisor or Risk Management Officer, or his/her designee, has determined the situation to be safe.

An employee who unreasonably refuses to perform work is subject to discipline. However, no such



recommendation of discipline shall be implemented until a joint investigation has been conducted by a six (6) member committee. The committee shall be comprised of three appointed by the Union and three appointed by the Authority. This committee shall conduct a fact-finding investigation within five (5) working days of the date of the refusal to work. The report and recommendation regarding the appropriate course of action shall be submitted to the Authority. The parties agreed to meet and develop a form to utilize for reporting unsafe work.

### **SECTION XVIII ■ MANAGEMENT RIGHTS**

Except as specifically modified or altered by the provisions of this Memorandum of Understanding, the management of the Oakland Housing Authority retains all its rights, responsibilities, and powers without any other limitation. These retained rights, other than those specifically modified in this Memorandum of Understanding, are not subject to review pursuant to the grievance and arbitration procedure contained in this MOU.

### **SECTION XIX ■ NO STRIKE/LOCKOUT**

There shall be no strikes or lockouts by either party to this Memorandum of Understanding for the duration of this Memorandum.

### **SECTION XX ■ TERM of AGREEMENT**

This Memorandum of Understanding shall become effective July 1, 2016, and shall remain in effect until June 30, 2019, and if neither party serves written notice of its desire to amend this Memorandum sixty (60) days prior to the date of expiration, it shall be deemed to be renewed for the succeeding year and from year-to-year thereafter in like manner. In the event such notice is given and the parties fail to reach agreement on the issues before them, then at the request of either party, such issue(s) shall be submitted to mediation.

**SECTION XXI ■ SUCCESSOR and ASSIGNS**

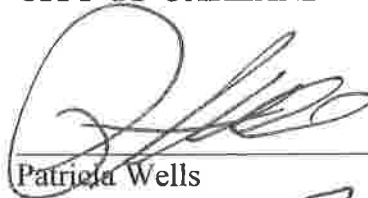
This Memorandum shall be binding upon successors and assigns of the parties hereto.

**SERVICE EMPLOYEES' INTERNATIONAL  
UNION, LOCAL 1021**

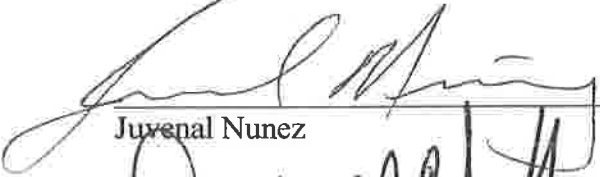
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CITY OF OAKLAND**



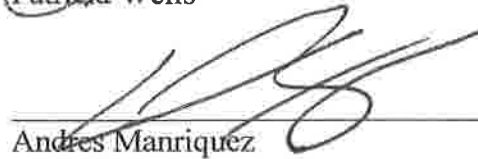
Millie Cleveland



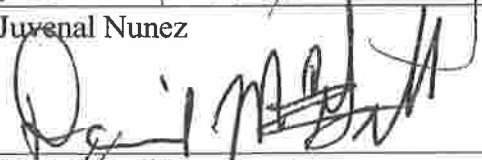
Patricia Wells



Juvenal Nunez



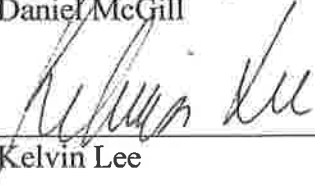
Andres Manriquez



Daniel McGill



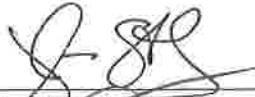
Drew Felder



Kelvin Lee



Michelle Hasan



John Stead-Mendez, Executive Director



Sonya Cobb



Dana McPherson, Director



May 5, 2017  
Date

May 5, 2017  
Date

Appendix A

Local 1021 Maintenance Salary Schedule  
 3.5% Increase effective 7/1/16

CLASSIFICATION	CODE	STEPS						
		A	B	C	D	E	F	G
BUILDING & GROUNDS WORKER I	4100	17.42	19.73	20.20	20.67	20.97	21.93	
BUILDING & GROUNDS WORKER II	4110	23.80	24.22	24.78	25.26	25.70		
LANDSCAPE WORKER	4115	25.06	25.51	26.03	26.50	26.90		
CREW CHIEF	4120	24.42	24.89	25.34	25.78	26.32		
EQUIPMENT MECHANIC	4130	28.42	29.12	29.97	30.60	31.31		
MAINTENANCE MECHANIC	4150	26.20	27.03	27.92	28.85	29.58	30.33	31.09
RESIDENT CUSTODIAN	4170	20.56	20.98	21.52	22.13	22.67		

Appendix A

Local 1021 Maintenance Salary Schedule  
 3.5% Increase effective 7/1/17

STEPS

CLASSIFICATION	CODE	A	B	C	D	E	F	G
BUILDING & GROUNDS WORKER I	4100	18.03	20.42	20.91	21.39	21.70	22.70	
BUILDING & GROUNDS WORKER II	4110	24.63	25.07	25.64	26.15	26.60		
LANDSCAPE WORKER	4115	25.94	26.41	26.94	27.42	27.84		
CREW CHIEF	4120	25.27	25.76	26.23	26.68	27.24		
EQUIPMENT MECHANIC	4130	29.41	30.14	31.02	31.67	32.41		
MAINTENANCE MECHANIC	4150	27.12	27.98	28.89	29.86	30.62	31.39	32.18
RESIDENT CUSTODIAN	4170	21.28	21.71	22.27	22.91	23.46		

Appendix A

Local 1021 Maintenance Salary Schedule  
 3.5% Increase effective 7/1/18

CLASSIFICATION	CODE	STEPS						
		A	B	C	D	E	F	G
BUILDING & GROUNDS WORKER I	4100	18.66	21.14	21.64	22.14	22.46	23.49	
BUILDING & GROUNDS WORKER II	4110	25.49	25.95	26.54	27.06	27.53		
LANDSCAPE WORKER	4115	26.85	27.33	27.88	28.38	28.82		
CREW CHIEF	4120	26.16	26.66	27.15	27.61	28.20		
EQUIPMENT MECHANIC	4130	30.44	31.19	32.11	32.78	33.54		
MAINTENANCE MECHANIC	4150	28.07	28.96	29.90	30.90	31.69	32.49	33.30
RESIDENT CUSTODIAN	4170	22.02	22.47	23.05	23.71	24.28		

**SEIU LOCAL 1021 AND  
OAKLAND HOUSING AUTHORITY**

**SIDE LETTER OF AGREEMENT - SKILL BUILDING TRAINING FOR BUILDING AND  
GROUNDS WORKERS**

To support individual career advancement for Building and Grounds Workers in their efforts to become qualified to compete for the position of Maintenance Mechanic, the Authority will provide, twice yearly, hands-on practical training for interested qualified Grounds Workers on basic elements of the Maintenance Mechanic position. In order to qualify to participate in the hand-on training, Grounds Workers will have achieved an overall rating of “meets requirements” or better during their most recent annual performance evaluation.

The hand-on training will include various subjects related to maintenance mechanic, alteration and repair of Authority facilities including semi-skilled manual tasks in the maintenance and repair of buildings, structures, facilities and appliances, as well as the process of completing work order documents and inspection reports (basic functions of the Maintenance Mechanic position). Participants will complete an assessment of the training at the conclusion of each class.


Grounds Workers who have completed two trainings and who can perform the basic skills required of the Maintenance Mechanic job specification (or have obtained a certificate of completion issued by a certified Maintenance Mechanic program) will be provided opportunities to shadow current Maintenance Mechanics. Employees who are shadowing or shadowed shall not be subject to Relief in Higher Classification under this provision.

In the event more than two employees meet the criteria, selection shall be made on the basis of seniority.

The initial training shall be provided no later than 120 days after the Union contract ratification and Authority Board approval.

**SERVICE EMPLOYEES' INTERNATIONAL  
UNION, LOCAL 1021**

**HOUSING AUTHORITY OF THE  
CITY OF OAKLAND**

  
\_\_\_\_\_  
Millie Cleveland

  
\_\_\_\_\_  
Patricia Wells

5/5/17  
\_\_\_\_\_  
Date

5-25-17  
\_\_\_\_\_  
Date

**SIDE LETTER OF AGREEMENT – ME TOO**

In the event any other bargaining unit subsequently negotiates a more favorable settlement in regards to COLA, insurance plan contributions or employee retirement contribution, SEIU Maintenance Unit shall receive the benefit of the more favorable settlement.

**SERVICE EMPLOYEES' INTERNATIONAL  
UNION, LOCAL 1021**

**HOUSING AUTHORITY OF THE  
CITY OF OAKLAND**

  
\_\_\_\_\_  
Millie Cleveland

  
\_\_\_\_\_  
Patricia Wells

5/5/17  
\_\_\_\_\_  
Date

5-25-17  
\_\_\_\_\_  
Date

**SIDE LETTER - SALARY SURVEY**

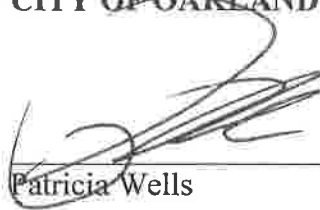
The Authority will conduct a salary and benefits survey prior to the expiration of the MOU. The Authority shall pay for the cost of the survey. The Authority shall use no less than seven (7) jurisdictions from the San Francisco-Bay Area in the survey. The Authority and the Union shall agree on the comparable agencies that will be utilized in the survey.

**SERVICE EMPLOYEES' INTERNATIONAL  
UNION, LOCAL 1021**

**HOUSING AUTHORITY OF THE  
CITY OF OAKLAND**



Millie Cleveland



Patricia Wells

Date 5/5/17

Date 5-25-17



**SIDELETTER – LABOR-MANAGEMENT COMMITTEE**

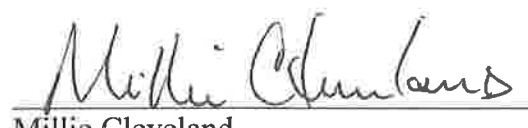
The parties agree to convene a Labor-Management Committee within six (6) months of Union ratification and Authority approval of this MOU for the purpose of reviewing the status of proposed revisions to the performance evaluation system. The Authority will notify the Union after a selected vendor has developed initial recommendations so that the parties can meet to discuss.

HOUSING AUTHORITY OF THE CITY OF  
OAKLAND, CALIFORNIA:

  
\_\_\_\_\_  
Patricia Wells

5-25-17  
\_\_\_\_\_  
Date

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 1021:

  
\_\_\_\_\_  
Millie Cleveland

5/5/17  
\_\_\_\_\_  
Date

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SIDE LETTER - COMPRESSED WORK SCHEDULE (Maintenance)

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The parties agree to amend the Memorandum of Understanding to change the Oakland Housing Authority business hours and provide a 9/80 flexible schedule for employees employed in classifications represented by the union with the following provisions:

Employees will work a work period of 80 hours within two (2) work weeks. The schedule will be eight (8) workdays consisting of nine (9) hours each day and one (1) workday consisting of eight (8) hours. Employees will not be scheduled to work every other Friday (“Flex Friday”). The lunch periods will remain at one-half hour. The work week will begin at 12:01 p.m. on Friday and end at 12:00 noon the following Friday. The workweek is Monday through Friday.

The regular work hours will be 7:30 a.m. – 5:00 p.m. Monday through Thursday; and 7:30 a.m. – 4:00pm on the working Friday with a 30 minute lunch period or 7:30 a.m. – 5:30 p.m. Monday through Thursday; and 7:30 a.m. – 4:30 p.m. on the working Friday with a sixty (60) minute lunch period.

Employees may request to work a schedule to include a work period of 80 hours within two (2) work weeks as follows:

- 7:00 a.m. – 4:30 p.m. Monday through Thursday; and 7:00 a.m. – 3:30 p.m. on the working Friday with a 30 minute lunch period OR
- 7:00 a.m. – 5:00 p.m. Monday through Thursday; and 7:00 a.m. – 4:00 p.m. on the working Friday with a 60 minute lunch period OR
- 8:00 a.m. – 5:30 p.m. Monday through Thursday; and 8:00 a.m. – 4:30 p.m. on the working Friday with a 30 minute lunch period OR
- 8:00 a.m. – 6:00 p.m. Monday through Thursday; and 8:00 a.m. – 5:00 p.m. on the working Friday with a 60 minute lunch period OR
- 8:30 a.m. – 6:00 p.m. Monday through Thursday; and 8:30 a.m. – 5:00 p.m. on the working Friday with a 30 minute lunch period OR
- 8:30 a.m. – 6:30 p.m. Monday through Thursday; and 8:30 a.m. – 5:30 p.m. on the working Friday with a 60 minute lunch period

The Employer will determine each employees work schedule based on operational necessity with consideration given to the employee’s request. The Authority will consider requests for alternative scheduling due to personal hardships. No request will be unreasonably denied for operations reasons.

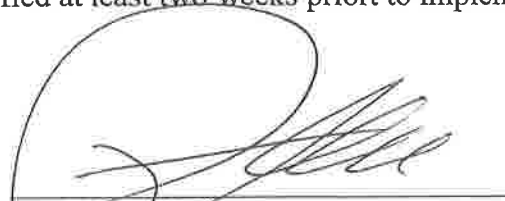
All hours worked in excess of the employees regular number of working hours per day 8 or 9 hours or 40 hours per work week will be compensated at the rate of one and one-half (1-1/2) times the employee’s regular rate of pay.

In the event any of the holidays listed in Section VI of the MOU fall on the Flex Friday, the previous working day will be observed as the holiday.

Holiday pay, personal leave and bereavement leave will be paid for the full number of hours the employee is scheduled to work on that day. Accrual rates for sick leave remain at 8 hours monthly. Accrual rates for vacation remain at working days defined as 8 hours providing annual accrual amounts of 80 hours to 160 hours based upon length of service.

The implementation date of the 9/80 flexible schedule will be determined by the Employer and will occur prior to April 1, 2017. The union will be notified at least two weeks prior to implementation.

  
\_\_\_\_\_  
Millie Cleveland

  
\_\_\_\_\_  
Patricia Wells

5/5/17  
\_\_\_\_\_  
Date

5-25-17  
\_\_\_\_\_  
Date

