

# MEMORANDUM OF UNDERSTANDING

Between



**SANTA CLARA COUNTY HOUSING AUTHORITY**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION CTW-CLC  
GENERAL EMPLOYEE UNIT**



**July 1, 2025 – June 30, 2030**

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**AGREEMENT BETWEEN**  
**SANTA CLARA COUNTY HOUSING AUTHORITY**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521**

**PREAMBLE**

This Memorandum of Understanding (MOU) is made and entered into between Service Employees International Union, Local 521 (Union) General Employee Unit and the Santa Clara County Housing Authority (the Employer) pursuant to the Myers-Milias-Brown Act (California Government Code Sections 3500 et, seq).

**ARTICLE 1 - RECOGNITION AND SCOPE OF MEMORANDUM OF UNDERSTANDING**

**1.1 Recognition of Union**

The Employer recognizes the Union as the exclusive representative of "employees" as defined in Article 1.2 of this MOU.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment. It is mutually agreed by the Employer and the Union that upon Board approval this Memorandum of Understanding shall be effective from July 1, 2025 until June 30, 2030. The contract will reopen in advance of the third year for negotiations on economics and up to three non-economic articles, as mutually agreed upon by the parties by April 1, 2027.

Either party may serve written notice on the other party of its intent to reopen the MOU at prior to the expiration of this MOU. Upon written notice to begin successor MOU negotiations, the parties will initiate negotiations within 21 days following receipt of the request.

**1.2 Definition of Employees**

Whenever used in this MOU, the term "employees" shall include all regular full-time employees in the bargaining unit. Temporary personnel and contractors as defined respectively in Sections 1.3 and 1.4, are specifically excluded from this MOU. Appendix A contains the complete list of classifications of employees who are in the bargaining unit. If the Employer creates new classifications during the term of the MOU, those classifications determined to be within the bargaining unit shall become part of the unit and shall be added to the list in Appendix A.

Housing Program Specialist classification will be retitled to Housing Program Specialist II. Housing Program Specialist I and Housing Program Specialist III are new classifications established and reflected in Appendix A. The job descriptions of Housing Assistant and Housing Program Specialist I/II/III will be revised/prepared by Management.

**A. Probationary Employees**

A probationary employee is one who is in the probationary period of any new position with the Employer, including promotions. Employees have a probationary period of nine (9) months of continuous service. Employees in the classification of Database Analyst will have a twelve (12) month probationary period. The length of the probationary period will be adjusted for any leave of absence time.

During a new hire Probationary Period, employees may be terminated at any time and/or any reason, with or without advance notice. The release of a probationary employee is not subject to the grievance procedure set forth in Article 7 of this MOU. If an employee is released from a probationary period and had previously attained regular status in the classification from which they came, they may revert back to the previous classification, range, and step from which they came and retain their previous job on basis of seniority as defined in Article 9.1.

#### **B. Rate of Pay**

The probationary rate shall be Step 1 on the salary schedule, but the Employer may hire employees at the second or third steps, if necessary. The Employer may hire new employees above Step 1 if the qualifications are determined to warrant a higher step placement. The Union shall be notified of any new hire placements above Step 1.

### **1.3 Definition of Temporary Personnel**

Temporary personnel are persons hired by the Employer for a specified time duration or personnel whose services are contracted to the Housing Authority by an employment agency.

The Employer will meet and confer with the Union if a temporary position exceeds six (6) months and the temporary employee is not filling in behind a person on authorized leave.

The Employer can extend a temporary position beyond six (6) months without Union approval only to replace an employee on an authorized leave.

### **1.4 Contractors**

A contractor is one hired by the Employer for a term specified by a written agreement. The Employer shall meet and confer with the Union on the impact of contracting out bargaining unit work if the work will exceed a six-month period. Contractors are excluded from this MOU.

### **1.5 Performance Evaluations**

Performance evaluations shall be administered on an annual basis. Performance evaluations provide the employee and their immediate supervisor the opportunity to discuss job tasks, identify and correct performance concerns, encourage and recognize strengths, and discuss methods for improving the employee's performance. Performance evaluations are designed to support employees' continued efforts to achieve excellent customer service. The time used to evaluate the employee's performance will be current and will not exceed a 12-month period. At least 30 days prior to an employee's evaluation due date, a notice will be sent to the employee notifying them that their performance evaluation is due. The employee may also submit a summary of their accomplishments/goals/areas for professional development that they may want the immediate supervisor to consider in the preparation of the employee's performance evaluation. Annual evaluations are to be completed in writing by the employee's immediate supervisor and should be completed before the performance evaluation due date of the employee under review. The evaluation will be reviewed and formally discussed with the employee prior to being filed in the employee's personnel file. Employees are asked to sign the evaluation acknowledging that a performance discussion has taken place. The employee has ten (10) business days to submit a written response to their supervisor and Human Resources. Upon receiving an employee rebuttal, Human



Resources will acknowledge in writing (or via email) receipt of the rebuttal. Should the information provided by the employee result in a modification to the performance evaluation, the employee will be provided a copy of the revised evaluation.

If an employee does not receive a performance evaluation by the established due date, the employee shall be granted their merit increase effective the pay period following the evaluation due date provided they are not already at maximum step in the salary schedule. Failure to complete a timely evaluation shall not be used to delay or deny a merit increase otherwise due under this provision except if an employee is unavailable to participate in the evaluation process.

In the event the employee's job performance fails to meet the requirements of the position, the supervisor will schedule a meeting with the employee. The purpose of this meeting is for both the supervisor and employee to collaboratively discuss the performance areas needing attention, identify potential needs for additional assistance and training, and explore coaching support.

If employee's performance needs continued improvement, additional actions as outlined in the Employee Handbook may apply.

## **ARTICLE 2 - UNION SECURITY**

### **2.1 Labor Relations**

The Employer and the Union recognize their obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the community. The employer and the Union affirm the principle that harmonious labor management relations are to be promoted and furthered.

### **2.2 Dues Deductions and Voluntary Contributions**

Upon written notice from the Union that it has been authorized to collect membership dues or other voluntary deductions, the Employer shall deduct the amount specified by the Union. Deductions begin the beginning of the pay period following receipt of notice from the Union. The Employer shall remit the deductions to the Union within fifteen (15) days following the date the deductions are made.

### **2.3 Reinstatement**

Upon the reinstatement of any unit employee, or upon return from unpaid leave of absence or recall from layoff, the Employer will resume deductions for such unit employee in accordance with this Section.

### **2.4 Hold Harmless**

The Union shall indemnify and hold the Employer harmless against all forms of liability that may arise out of or occur by reason of the implementation of this Article.

### **2.5 Fair Representation**

It is recognized that the Union, as the exclusive representative of all bargaining unit employees, is required to represent all unit employees fairly and equally, without regard to Union membership or non-membership or the employees' assertion of rights under this Agreement or law.

### **2.6 Other Deductions**

The employer shall make other deductions from paychecks of employees under reasonable procedures prescribed by the employer for such deductions.

## **ARTICLE 3.1 - MANAGEMENT RIGHTS**

### **3.1 Management Rights**

It is understood and agreed that the Employer retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operations; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its policies, goals, and objectives; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of operations; build, close, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Employer retains the right to hire, classify, assign, evaluate, promote, terminate, transfer, and discipline employees.

The Employer's failure to exercise any of its rights, prerogatives or functions shall not be considered a waiver or preclude it from exercising the same, so long as it is not in conflict with the express provisions of this (MOU).

### **3.2 Limitations**

The exercise of the foregoing powers, rights authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection there with, shall be limited only by the specific and express terms of this MOU, and then only to the extent such specific and express terms are in conformance with the laws and constitutions of California and of the United States.

### **3.3 Exception to Grievance Procedure**

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the Employer set forth herein above, or any other rights of the Employer not expressly limited by the clear and explicit language of this MOU, or arising out of or in any way connected with the effect of the exercise of any such rights, is not subject to the grievance provisions set forth in Article 7 of this MOU.

## **ARTICLE 4 - UNION RIGHTS**

### **4.1 Union Representatives**

The Union recognizes its obligation to cooperate with the Employer to assure maximum service of the highest quality and efficiency to the Employer's clients, consonant with its obligations to the employees the Union represents. The Employer and Union affirm the principle that harmonious labor-management relations are to be promoted and furthered.

The term "Union representative" refers to jobsite stewards or paid Union staff. The Union may designate, and the Employer will recognize not more than five (5) jobsite stewards and at least one (1) paid Union staff member to serve as the Union's agents in the representation of employees. The Union will notify the Employer, in writing, of the names of the authorized jobsite stewards within fourteen (14) days of execution of this MOU and within fourteen (14) days of any changes that occur. The Employer is not required to recognize any other persons as Union representatives.

No more than one (1) jobsite steward may be from the same Team in the Housing Programs Department. Should a current steward be transferred into a team that has a steward, those individuals shall remain as stewards.

### **4.2 Right to Union Representation**

Employees have the right to request that a Union representative be present at any meeting or investigatory interview by the Employer, whether conducted internally or by a third party, when the meeting may result in disciplinary action against the employee.

The Employer will provide release time from regular work duties for one jobsite steward to attend the following:

- (a) A meeting with an employee at the jobsite to discuss a grievance or appeal;
- (b) An arbitration hearing or proceeding.

Paid release time ("release time") under this Article shall not exceed four (4) total hours per month for all jobsite stewards.

### **4.3 Grievance Related Worker Release**

If the Union has filed a formal grievance and the employee needs to discuss it during work hours with a jobsite steward during the employee's regular work hours, the employee shall be allowed no more than one half hour of release time per month following the notice described in Article 4.7.

### **4.4 Meetings with Management – Release Time for Stewards**

- A. The Employer will provide release time for jobsite stewards to attend:
- (i) Any meet and confer discussions; and
  - (ii) Mutually agreed upon labor/management meetings.

Release time under this Article shall not exceed four (4) total hours per month (or as mutually agreed upon) for all jobsite stewards.

- B. The Executive Director or designee and up to two (2) management representatives will meet with up to two (2) jobsite stewards and a SEIU representative regarding unresolved work-related issues for up to two hours (of the hours permitted in 4.4 (A)) each quarter during work hours. The parties shall provide each other with a list of issues proposed for discussion at least three (3) working days (days in which the Housing Authority is open for business) prior to the meeting.

For the purpose of this section, an unresolved work-related issue is one that the employee has already addressed directly with their immediate supervisor, or an issue previously discussed and not resolved at an earlier meeting with management.

#### Caseload Standard

The employer will distribute an equitable workload based on staff abilities with the goal of improving the quality of customer service to be delivered to the community. The employer and the union will jointly review workload and its effect on customer service as part of the labor management meetings.

### **4.5 Negotiating Committee**

The Employer will provide paid release time for four (4) representatives from regular work duties and will pay them at their regular rate during negotiations. The Union representative(s) will also serve on this committee. Negotiation sessions are limited to four (4) hours of release time per negotiation session, which includes time for caucusing and preparation.

No more than one (1) representative may be from the same Team in the Housing Programs Department. During active negotiations for a successor MOU, should a transfer of union representatives serving on the negotiating committee occur, those individuals who were part of the negotiating committee will be able to complete those negotiations, despite more than one negotiating committee member being on the same team.

### **4.6 Release time to attend Board of Commissioners Meetings**

The Employer will provide appropriate release time from regular work duties for one (1) jobsite steward to attend a Board of Commissioners meeting when an item on the agenda may relate to wages, hours or working conditions of represented employee(s); or when a steward wishes to address the Board during the public comment period. The employee shall notify their supervisor of their attendance to the meeting as described in Article 4.7.

### **4.7 Release Time Logs**

Jobsite stewards are required to report to their supervisors at least 24 hours in advance of the exercise of their release time under this MOU. With less than 24 hours' notice, due to exigent circumstances, the steward will contact the Human Resources Manager requesting that their supervisor be contacted regarding the need for release time. Should coverage for the steward be unavailable, another steward may be requested to serve as the steward. The jobsite stewards must log their exit and return time from work in an email to allow their supervisor to ensure adequate coverage and to enable the Employer to track the amount of release time used each month.

### **4.8 Access**

Local 521 union representatives shall be permitted to enter the facilities operated by the Employer for the purpose of transacting union business, observing conditions under which

employees are employed, and investigating possible violations of this MOU. Contact with employees shall not interfere with the employees' work. Union staff will adhere to regular site visitor and conference room regulations (sign in, etc.), with the exception that the escort is not required for walk-through if the department supervisor or their designee is notified prior to the walk-through. If the supervisor determines at the time of the Union notification of a walk-through that the time for the walk-through is not appropriate, the supervisor may decline access. Approval will not unreasonably be denied. Changes in conference room regulations are not subject to the grievance procedure.

#### **4.9 Bulletin Board**

The Employer shall provide adequate space for a Union bulletin board in the Employer's business offices. The Union business postings will be consistent with the Employer's policy against harassment.

#### **4.10 Union Notices**

The Union shall be allowed to use the courier mail pouches for disseminating Union business information to worksite locations. Worksite in-boxes may also be used. The Union may use the Employer's normal business channels (electronic communications) to advise their members of union business, subject to the Employer's policies on the use of computer, cellular telephone, e-mail, voicemail and electronic communications.

#### **4.11 Notification of Union Coverage**

When a person is hired into any classification in the bargaining unit, the Employer shall notify that person that the Union is the exclusive representative. The Union representative or jobsite steward shall meet with the new employee to give him/her a copy of the MOU.

#### **4.12 List of Represented Employees**

The Employer shall supply the Union with the names and addresses of all represented employees on a quarterly basis. The lists shall be supplied without cost to the Union.

Within ten (10) working days of any personnel action involving a member of the bargaining unit, the Employer will notify the Union of the name of the affected employee, the personnel action that occurred, and the effective date of the action. "Personnel actions" include but are not limited to: new hire, rehire, transfer, leave of absence, return from leave, promotion, reclassification, demotion, return to former class, suspension, resignation, termination, retirement or death.

#### **4.13 Union Orientation**

After the initial new hire overview, a union steward and/or union staff person shall be permitted to make a presentation of up to 30 minutes in length during new hire orientation and distribute a packet of information about the benefits and responsibilities of union membership. In the event the union steward is conducting the orientation, the union steward will notify their supervisor in advance.

## **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

### **5.1 Concerted Activities**

It is agreed and understood that there will be no strike, work stoppage, slowdown, sick-in, or other interference with the operations of the Employer by the Union or by its officers, agents, or members during the term of this MOU, including compliance with the request of other labor organizations to engage in such activity. The Employer agrees not to lockout employees during the term of this MOU.

### **5.2 Union Obligation**

The Union recognizes the duty and obligation of its representatives to comply with the provisions of this MOU and agrees to make good faith efforts to inform bargaining unit members of their obligations. In the event of a strike, work stoppage, slow-down, sick-in, or other interference with the operations of the Employer by employees who are represented by the Union, the Union agrees in good faith to inform employees of these illegal activities and encourage them to cease such action.

## **ARTICLE 6 - NO DISCRIMINATION**

### **6.1 No Discrimination**

In the administration of this MOU, neither the Employer or the Union shall discriminate against any employee, or applicant for employment or membership, because of religious affiliation, marital status, physical or mental disability, national origin, citizenship, age, race, color, creed, gender, gender identity, sexual orientation, genetic makeup, political or union affiliation, status as a Vietnam-era, disabled or other veteran, or any other basis protected by federal, state or local law.



## **ARTICLE 7 – GRIEVANCES**

### **7.1 Definition of Grievance**

The Employer and Union recognize early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees, the Union, or the Employer. All parties shall act in good faith and strive for objectivity while endeavoring to resolve grievances at the earliest step in these procedures.

- a) A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding, the Housing Authority's Employee Handbook or other governing workplace policies or procedures, except as excluded under Article 7.1(b). The employee and/or Union may grieve any suspension, demotion or termination. A written warning may be grieved up to level three. The employee may not appeal a written warning beyond level three of the grievance process.
- b) Exclusions:
  - 1. Disciplinary actions that involve counseling notices and/or actions less than a written warning.
  - 2. Probationary Release of an employee.
  - 3. Position reclassification.
  - 4. Workload
  - 5. Performance evaluations, examinations, qualification and performance requirements.
  - 6. Items requiring capital expenditures.
  - 7. Items requiring meet and confer process.
  - 8. Matters not within the scope of Article 7.1(a).

### **7.2 Grievance Time Limits**

- a) Employees and supervisors shall be bound by the procedural time limits set forth below. Time limits may be extended or waived only by written agreement of both parties. If the parties are unable to reach an agreement on time limit extensions or waivers, the matter may be referred to an arbitrator as provided below, and the arbitrator may determine the appropriate time limits.
- b) In calculating time limits, the first day to act is the first calendar day after the event triggering the time limit, and if the last day to act is not on a working day the time limit will be extended to and include up to the next business day.
- c) A working day is a day that the Employer is open for business, which includes in-service days.

### **7.3 Grievance Presentation**

- a) Employees shall have the right to present their own grievance or may do so through an applicable representative of their own choice. Grievances may also be presented by a group of employees or by the Union or by the Employer. No grievance settlement may be made in violation of an existing law, written policy, memorandum of understanding, nor shall any settlement be made which affects the rights or conditions

of other workers represented by the Union without notification to and consultation with the Union.

The Union shall be provided copies of individual or group grievances and formal responses to same. Such grievances may not proceed beyond the Second Level without written concurrence of the Union. The Union shall have the right to appear and be heard in all individual or group grievances at any step. Upon the Employer's request, the Union shall appear and be heard in such grievances at any step.

- b) Union grievances shall comply with all Article 7 provisions and procedures. The Employer shall not be required to reconsider a grievance previously settled with an employee if reevaluated by the Union.

#### **7.4 Grievance Procedural Steps**

The following procedures shall occur and govern all grievances:

##### **A. First Level - Informal Grievance**

An employee is encouraged to request in writing an informal meeting with their immediate supervisor or outside of the bargaining unit on any act, condition, or circumstance which is causing the employee dissatisfaction and to seek action to resolve the grievance before it serves as the basis for a formal grievance.

The informal meeting shall be held within five (5) working days of the date of the supervisor's receipt of the request. The employee may be accompanied by a union representative at the informal meeting.

Any resolution reached at the informal step must be in accordance with this MOU and applicable laws and shall not set precedence.

##### **B. Second Level - Formal Grievance**

Within twenty (20) calendar days of the occurrence or discovery of an alleged grievance, the Union shall present the grievance in writing to the Employer's Human Resources Manager or Department Director.

Each formal grievance must be signed in writing by the individual employee, or group of employees' (based on the same occurrence) and a Union representative. The written grievance shall contain information which identifies:

1. The aggrieved.
2. The specific nature of the grievance.
3. The time or place of its occurrence.
4. The law, policy or MOU term alleged to have been violated, improperly interpreted, applied or misapplied.
5. The steps taken to informally resolve.
6. The corrective action desired.
7. The name of the person or representative chosen by the employee to enter the grievance.

If more than one (1) employee files a grievance based on the same occurrence, the Employer or the Union may request to combine grievances for purposes of

this Article. Combination of grievances must be by mutual agreement of the Union and the Employer.

The parties shall meet within ten (10) working days of the submission of the formal written grievance (Formal Grievance Meeting). A Union Representative will be present if requested by an employee. The Employer will be represented by the Department Director. The Department Director shall respond to the identified grievant in writing stating the decision made, within ten (10) working days from the Formal Grievance Meeting and provide a copy to the representative identified pursuant to #7 above, if any. The copy to the employee shall control time limits thereafter.

**C. Third Level - Appeal Process**

If the employee is not satisfied with the decision, the employee (with SEIU's concurrence) may appeal the decision, in writing, to the Executive Director within fifteen (15) working days of the date of the Employer's written decision. The employee may not add to or change the content of the formal grievance as submitted in the Second Level.

The Executive Director, or a designee different from the one who heard the Second Level appeal, shall render a written decision to the employee, concerning each issue grieved, within fifteen (15) working days of the Employer's receipt of the Third Level appeal. Copies of the decision shall be provided to the employee and Union Representative who handled the grievance at the Second Level.

**D. Fourth Level – Mediation**

In the event the employee is not satisfied with the decision at the Third Level, or if no written decision has been rendered within fifteen (15) working days of the employee's appeal to the Executive Director, the employee and the Union Representative may proceed to mediation. The Union shall provide the Executive Director with a written notice of mediation. Within five (5) working days of the Employer's receipt of the Union's notice of mediation, the parties shall meet and confer to agree on a mediator. If the parties cannot agree on a mediator, the parties shall contact the State of California Department of Industrial Relations Mediation and Conciliation Service for appointment of a mediator. The Union and the Employer shall share the cost of the mediation on a 50/50 basis. The parties shall endeavor to conduct the mediation within forty-five (45) working days of contact with the mediator. The mediation proceedings shall be confidential, and not precedential or binding in any way.

**E. Fifth Level –Arbitration**

**1. Advisory Arbitration – Disciplinary Appeals**

- a. If the parties do not reach an agreement at the Fourth Level – Mediation, for disciplinary appeals, the parties shall then schedule a meeting to select a mutually agreeable arbitrator, or if they are unable to agree on an arbitrator within twenty (20) working days after the Union notifies the Executive Director, a selection shall be made from a list of five (5) names provided by the California State Mediation and Conciliation Services at the Union's request. The parties shall alternatively strike names until only one

remains. The parties shall split equally the fees and costs of the arbitrator. Each side will bear its own costs and attorney's fees, if any. The decision of the arbitrator shall be advisory to the Housing Authority's Board of Commissioners.

- b. Temporary Agreement to Binding Arbitration For Demotions and Termination with a Sunset date of June 30, 2030

A notice of intent issued to an employee between July 1, 2025 through June 30, 2030 of disciplinary action of a proposed demotion or termination will be subject to binding arbitration as the fifth and final step in the disciplinary appeals process on a trial basis. Effective July 1, 2030, all disciplinary actions issued on or after that date, including demotions and terminations, will be subject to advisory arbitration as the fifth and final step in the disciplinary appeals process in accordance with the advisory arbitration process for disciplinary appeals that was in effect with the MOU that expired on June 30, 2020 and is identified in this MOU in Article 7.4 Section E1a.

## 2. Binding Arbitration – Non-Disciplinary Matters

Beginning with grievances filed on or after July 1, 2021, for an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding, the Housing Authority's Employee Handbook or other governing workplace policies or procedures, except as excluded under Article 7.1(b), the parties shall schedule a meeting to select a mutually agreeable arbitrator or, if they are unable to agree to an arbitrator within twenty (20) working days after the Union notifies the Executive Director, a selection shall be made from a list of five (5) names provided by the California State Mediation and Conciliation Service. The parties shall alternatively strike names until only one remains. The parties shall split equally the fees and costs of the arbitrator. Each side will bear its own costs and attorney's fees, if any. The decision of the arbitrator shall be final and binding on the Housing Authority.

### **7.5 Grievance Withdrawal**

An employee or their representative may withdraw the grievance at any stage of the Grievance Process by giving written notice to the Employer representative who last took action on the grievance, with a copy to the Executive Director or their designee.

## **ARTICLE 8 - HEALTH AND SAFETY**

### **8.1 Safe Workplace**

- a) The Employer shall provide a safe workplace, consistent with reasonable standards provided by federal and state law. The Employer shall maintain a Risk Control Management Program and Injury/Illness Prevention Program.
- b) Every effort will be made to reduce the possibility of injury or assault of agency employees. In the event that an employee is being harassed or threatened by a member of the public in the workplace, the employee must immediately report the harassment or threat to the employee's supervisor and/or manager, and/or security guard, as appropriate. The Employer will take effective remedial action, including, but not limited to: immediate intervention with the hostile visitor, call the security guard for assistance, call the police, escort the hostile visitor to their vehicle, or provide an escort for the employee to their vehicle.

In the event that an employee in the field is in imminent danger, the employee should call 911 to ensure their safety. Once the employee is safe, the employee will notify their supervisor and/or manager.

### **8.2 Employee Compliance**

The Employer requires all employees to comply with all occupational health and safety regulations and policies applicable to their employment, as well as the Employer's Risk Control Management Program and Injury/Illness Prevention Program and any additional safety rules promulgated by the Employer.

Employees violating regulations or the Employer's safety programs, or rules will be subject to appropriate disciplinary action.

### **8.3 Medical Examinations**

The Employer may require medical examinations for employees assigned to specific classifications. Medical examinations for employment applicants will only be required after a conditional offer of employment is made.

The medical information and history will be kept separate from the Personnel file and treated as a confidential medical record. However, as necessary, Department Directors and Supervisors will be informed regarding necessary reasonable accommodations and medical conditions. First aid and safety personnel will be informed when the disability may require emergency treatment.

### **8.4 Safety Committee**

The Safety Committee will be comprised of both management and bargaining unit members. There will be a minimum of two (2) bargaining unit members on the committee.

## **ARTICLE 9 - SENIORITY AND LAYOFFS**

### **9.1 Seniority**

Seniority shall be defined as an employee's date of hire with the Employer. Date of hire shall be defined as first day worked as a regular employee. Seniority shall be adjusted for all time on leave without pay and shall not be adjusted for any time on pregnancy disability leave, workers' compensation absence or military leave.

Employee's seniority shall not be affected because classifications have been re-titled or eliminated.

### **9.2 Consideration of Layoffs**

When the Employer determines that a reduction in force is imminent within the bargaining unit the Employer shall give the Union advance notice as is reasonable under the circumstances. Employer's notice shall describe the job classifications that may be affected and the date of the Board meeting when the reduction in force will be discussed, if applicable. The Employer will meet with the Union representatives to discuss any alternatives/impacts. The parties will use their best efforts to hold the meeting prior to the Board meeting for the Board's consideration of the reduction in force, if applicable. Once the Employer makes the decision to reduce its workforce by laying off one or more bargaining unit members, the parties shall meet and confer over the impacts. The Employer will prepare a seniority list based on the definition in Article 9.1, and provide it to the Union at least one business day before taking any action based on the seniority list (i.e., issuing Notice of Reduction in Force to an affected employee). When one or more workers performing the same class is to be laid off, the order of lay off shall be:

#### **A. Order of Layoffs and Recall**

Temporary workers performing work normally performed by bargaining unit workers will be terminated before layoff of regular employees.

Employees will be laid off in reverse order of seniority in their classification.

Employees subject to layoff may bump into a lower classification previously held by the employee if the employee has more seniority in that classification when combined with their current classification than another employee in the lower classification.

A laid-off employee has recall rights, by seniority, to any vacancy in any classification where they were a regular employee who had successfully completed the probationary period for that position. Recall rights last for one (1) year after the employee has been laid off. During that year, employees on the recall list for a certain classification shall be offered vacancies in that classification in order of seniority before any promotions or new hires of employees not on the recall list can be made by the Employer. Employees on the recall list who reject an offer of reinstatement into their classification shall be placed at the bottom of the recall list. When recalled they will be placed at the same step in the salary range for their classification as held at the time of layoff.

If two or more employees are laid off from the same classification, the employee with the greatest seniority, as defined in Article 9.1 above, will be recalled first.

**B. Vacancies/Transfers**

Employees can transfer into vacant positions that the Housing Authority intends to fill in their classifications before being laid off.

**C. Notice of Layoffs**

Employees subject to layoff shall be given at least twenty (20) days in which the Housing Authority is open for business notice prior to the effective date of the layoff. The Union shall receive concurrent written notice; concurrent written notice meaning written notice on the same day as the affected bargaining unit members receive their notice of the impending layoff date.

**9.3 Internal Recruitment Opportunities**

During the recall period, a laid off employee may apply for a vacancy in any other job classification for which they are qualified and will be offered an interview with the internal applicants.

## **ARTICLE 10 -WAGES**

### **10.1 Wages**

Effective the beginning of the pay period following July 1, 2025, unit classifications will receive a 2% salary increase.

Effective the beginning of the pay period following July 1, 2026, unit classifications will receive a 2.5% salary increase.

If the agency receives a HAP proration less than 80% for calendar year 2026, cost-of-living adjustments (COLAs) shall not be provided to unit classifications for the beginning of the pay period following July 1, 2026, through end of the fiscal year.

Parties will reopen negotiations for years three (3) – five (5) based on Article 1.1.

### **10.2 Payday**

Employees are paid biweekly on alternating Fridays. If a payday falls on a holiday, the preceding workday shall be the designated payday.

### **10.3 Salary Increases**

#### **A. Promotion or Upward Classification**

Upon promotion or upward classification, the employee will receive a salary adjustment to either the minimum of the new classification or to a step in the range of the new classification that results in an increase of no less than ten percent (10%), whichever is greater. In no event may an employee receive a salary adjustment that will exceed the maximum of the salary range assigned to the employee's new position. If an employee does not pass probation, the employee may return to their previous classification.

#### **B. Performance Increases**

Performance increases shall be considered based on performance as evaluated by the employee's immediate supervisor. The performance increases shall not exceed one step. Performance increases may be considered: (1) upon completion of the probationary period, (2) upon completion of Step I of the assigned range, and (3) each year on the anniversary of the employee's eligibility from their last performance salary increase or completion of each twelve months of continuous service, whichever is later, until the top step of the range is reached, unless the employee has been promoted or the position classified upward.

### **10.4 Out-of-Class-Work**

Employees who are required to perform all of the duties in a higher classification will be paid at an adjusted rate, beginning the first day of the reassignment provided that the employee's supervisor has authorized the out-of-class assignment in writing. These assignments shall not be made to fill regular position vacancies except during that period required to fully complete the position evaluation process, recruitment/selection process, or for vacation and leave relief. Out of class pay will be provided as 5% differential pay calculated off the employees' current base rate of pay. Employees will not be asked to work out of class longer than ninety (90) days unless extended by mutual agreement.

Upon completion of the assignment to a higher classification, the employee shall return to the same classification and step of the salary range held before the assignment.



The Employer reserves the right to assign an employee some out-of-class duties and may correspondingly compensate the employee for performance of these duties. If a regular employee who does not have training in their job description is assigned to train another employee, they shall receive a 5% differential for all hours spent training.

#### **10.5 Bilingual/Bi-literate Differential**

A two hundred (\$200) per month differential will be granted to qualified bilingual and bi-literate employees. A one hundred (\$100) per month differential will be granted to qualified bilingual employees. The maximum differential amount for employees with both bilingual and bi-literate skills is two hundred (\$200) per month. An employee is qualified to receive the differential if:

1. Public contact requires continual citing and explaining information in a language other than English or when translation of written material in another language is a continuous assignment; and
2. The Employer has a designated need for a bilingual and/or biliterate employee; and
3. The employee is certified for the designated need in the language that the Employer has designated as necessary.

An employee who is certified as bilingual is one with a demonstrated ability to converse fluently in a language other than English, as determined by the attainment of a passing score on an Employer approved examination.

An employee who is certified as biliterate is one with a demonstrated ability to communicate in writing in a language other than English with sufficient skill to convert all routine materials from one language to another, as determined by the attainment of a passing score on an Employer approved examination.

If more persons are certified as bilingual and/or biliterate than are currently designated as necessary, the Employer shall select the employee who will receive the differential based upon the employees' seniority as long as the employees' service records and relative efficiency are equivalent.

The Employer will determine whether an employee shall receive either a bilingual differential or a bilingual and biliterate differential. Employees will not receive separate differentials for being bilingual and biliterate. The differential may be removed when the criteria ceases to be met for two consecutive pay periods.

4. The Employer reserves the right to designate an employee to receive the differential in case of an urgent need as determined by the Employer.
5. Employees designated and compensated for bilingual/biliterate pay will perform these functions as part of and in addition to their regular workload. As bilingual/biliterate services are needed, employees will provide these services and will not be permitted to opt out of providing bilingual/biliterate services.

6. The Employer reserves the right, at its sole discretion, to remove the differential and end the bilingual/biliterate services of the employee if there are deficiencies in the employee's work performance or for any other reason. Removal of bilingual/biliterate pay is not subject to the grievance process or any other appeal process.

#### **10.6 Payroll Errors**

All payroll errors brought to the attention of the Employer shall be remedied with payment to the employee within one (1) business day upon verification of the error.

## **ARTICLE 11 - HOURS OF WORK & OVERTIME**

### **11.1 Hours of Work**

Daily and weekly work schedules may vary, on occasion, according to the time requirements of specific work assignments. Workload assignments will be made on the basis of an average forty (40) hour work week, excluding meal periods.

### **11.2 Meal Periods and Rest Breaks**

The authorized daily meal period shall be at least thirty (30) minutes and not more than one (1) hour for employees who work in excess of five (5) hours that day. Each employee may take a fifteen (15) minute rest period each morning and afternoon. Rest periods shall not be taken at the beginning or end of a work period, and time not used for rest periods shall not be accumulated and used at a later time.

### **11.3 Overtime**

Overtime is defined as the authorized actual hours worked beyond the scheduled workweek. Overtime will be paid as wages, consistent with current federal and state law. Actual hours worked excludes any time that is accrued or earned (e.g. vacation, holidays, or sick time) for the purpose of computing overtime pay for on-call work consistent with Article 11.6 below.

When overtime is required and is authorized by the Employer, compensation for such time worked shall be computed at the rate of one and one-half hours for every hour of overtime worked.

### **11.4 Call-Back Pay**

An employee who is called back to work after the end of their regular workday shall be compensated for all time actually spent responding to a call to return to work. Time actually spent responding to a call includes travel to and from the worksite and location at time of call. All call-back hours are considered time actually worked and shall be compensated at the employee's regular hourly rate, as well as any applicable overtime. Employees who are called back to work will be paid for a minimum of two (2) hours.

### **11.5 Alternative Work Schedule**

The workweek for all members shall be seven (7) consecutive days or 168 recurring hours in accordance with the Fair Labor Standards Act (FLSA). The FLSA workweek shall begin at exactly 12:00 p.m. on Friday through 11:59 a.m. on the preceding Friday.

The Agency operates on a 9/80 work schedule with the office closed every other Friday. Although employee work schedules generally fall during the day Monday through Friday, there are occasions where employees will be required to work evenings, weekends and/or observed holidays. When that occurs, non-exempt employees may be asked to adjust their work schedule with reasonable notice or may be authorized to work overtime which will be paid in accordance with the law.

## ARTICLE 12- HOLIDAYS

### 12.1 Schedule of Holidays

The following holidays shall be established as paid holidays:

Holiday	Observed
New Year's Day	January 1 <sup>st</sup>
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	March 31 <sup>st</sup>
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Fourth of July	July 4 <sup>th</sup>
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25 <sup>th</sup>

In addition to the thirteen (13) holidays listed above, employees will receive a floating holiday leave bank as approved annually by the Board of Commissioners so that the combined hours for the observed holidays and the holiday leave bank total ONE HUNDRED TWENTY ONE (121) hours (the floating holiday leave bank must be taken in whole day increments). Any remaining time below eight (8) hours must be used on the same day. Holiday hours accrue throughout the year and will be prorated according to the employee's date of hire. The floating holiday leave bank will expire on December 31.

Established holidays which fall on a weekend or Friday closure day will be observed on a work day proximate to the holiday weekend (for example, the Thursday prior to or Monday following a Friday closure) as designated by management. Holidays, which fall during a vacation period or when an employee is absent because of illness, will not be charged against the employee's vacation or sick leave balance, provided the employee is in paid status and is eligible to receive a paid holiday.

To receive holiday pay, an eligible employee must be in an active paid status (including vacation and sick leave) at least one-half of the maximum hours of paid service (excluding holiday hours) available during the pay period in which the holiday(s) fall. Holidays that are observed on a scheduled nine (9) hour work day shall be paid to the employee as a nine (9) hour holiday. Holidays that are observed on a scheduled eight (8) hour work day shall be paid to the employee as an eight (8) hour holiday.

## ARTICLE 13 – VACATION

### 13.1 Vacation Accrual Rate

All full-time employees will begin accruing paid vacation hours on their first day of employment and shall progress upon completion of years of service as shown below.

Months/Years of Service:	Hours Accrued per Year	Hours Accrued per pay period
Upon Hire – end of the 12 <sup>th</sup> month	80	3.08
At the start of the 2nd year – end of the 4 <sup>th</sup> year	120	4.62
At the start of the 5 <sup>th</sup> year – end of the 9 <sup>th</sup> year	144	5.54
At the start of the 10 <sup>th</sup> year – end of the 14 <sup>th</sup> year	160	6.16
At the start of the 15 <sup>th</sup> year – end of the 19 <sup>th</sup> year	184	7.08
At the start of the 20+ years	208	8.00

### 13.2 Vacation Use

Vacation is intended to provide an employee the opportunity for rest and recreation. Vacation leave shall not be used if it has not been earned by the end of the current pay period.

If an employee or immediate family member requires medical attention or hospitalization while on vacation, the employee may request conversion of the vacation time to sick leave pay. Verification of medical treatment and/or hospitalization must be provided to Employer so that the appropriate vacation accruals can be credited to the employee's vacation balance. Hours must be taken in full day increments.

Vacation accruals must be used when sick leave accruals have been exhausted during absences, including bereavement, but not required during extended medical leaves.

### 13.3 Vacation Scheduling

All employees are required to submit vacation requests to their supervisor electronically through the time and attendance system. When possible, the electronic request should be made at least five (5) working days in advance of the desired vacation dates. The Employer recognizes that employees may encounter emergency situations, on occasion, which will result in vacation requests with less than five (5) working days of the request; the Employer agrees to consider these requests for approval, given the emergency circumstances.

The Employer must maintain adequate coverage of jobs and staff requirements and will make the final determination as to the approval of vacation dates. The Employer will make a reasonable effort to accommodate an employee's desired vacation request. Employer will endeavor to approve or deny vacation requests within five (5) working days of the request. Vacation requests will not be unreasonably denied. Subject to supervisor approval, an employee may modify their work schedule within the same day in conjunction with vacation.

#### **13.4 Vacation Accrual**

Eligible employees may not accrue more than three times their current annual accrual rate.

Upon reaching the maximum amount of accrued and unused vacation, further vacation accruals will stop until the employee either takes vacation time off or requests a Vacation Payout in lieu of time off. Employees shall not be reimbursed for vacation that was not accrued while the employee was at the vacation accrual cap.

#### **13.5 Vacation Payout in Lieu of Time Off**

Employees must submit an irrevocable election form, by no later than December 15<sup>th</sup> of the preceding calendar year, to cash-out vacation, up to an amount which is equal to the number of hours each individual employee may accrue in the following calendar year. The cash-out is for hours to be accrued in the calendar year following submission of the irrevocable election form. To be eligible to participate in the irrevocable election process, employees must have taken at least five consecutive days off within the immediate 12 months prior to payment of vacation hours. A combination of vacation, off Friday, and holiday hours are acceptable when determining the consecutive five days off. Weekends are excluded in the calculation of consecutive days off.

The irrevocable election may designate payment be made via payroll with the last paycheck in March, July and/or December after receipt of the irrevocable election form. No payment will be made for hours that have not yet accrued in the calendar year.

Employees who do not submit an irrevocable election form by December 15<sup>th</sup> will be deemed as foregoing participation in the optional annual leave cash-out program for that following calendar year.

In the event an employee has less hours in their vacation bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount remaining in their vacation bank at the time of the actual cash-out.

If an employee makes an irrevocable election to cash-out vacation in the following calendar year and uses vacation leave during that subsequent calendar year, the vacation leave used may come from vacation leave the employee had earned (if any) prior to January 1<sup>st</sup> of the calendar year the employee had elected to cash-out and/or in that same calendar year. The employee's use of earned, but unused vacation leave accumulated from previous calendar years shall not result in a reduction in the amount of vacation leave hours the employee is eligible to cash-out.

An employee who experiences an unforeseeable emergency resulting in a financial hardship may be permitted to make a new irrevocable election and/or to increase the

amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due and subject to the amount that the employee has accrued during the calendar year at the time the payment is requested.

For these purposes, an “unforeseeable emergency” means a financial hardship to the employee resulting from any of the following:

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an “immediate family member” is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or
- Loss or extensive damage to the employee’s property due to casualty; or
- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

The employee must submit a signed affidavit describing the type of hardship and the amount of vacation to cash-out. The employee shall not be required to produce financial or other private information to support the affidavit. The employer shall develop a form which shall be used and which will contain the following statement: “I declare under penalty of perjury of the laws of the state of California that the foregoing is true and correct and that the amount of vacation I am requesting to cash-out is limited to the amount necessary to meet the financial hardship, including any amounts necessary to pay federal, state, or local income taxes reasonably anticipated to result from the sell-back. By signing below, I accept full liability for all tax or other financial consequences in the event that a taxing authority later finds any of the information provided in this affidavit to be inaccurate.”

The payment shall be made within two pay periods following the date the affidavit is received by Human Resources. Hardship requests cannot be made in the month of December.

### **13.6 Vacation Pay Upon Separation From Employment**

All accrued but unused pro-rated vacation hours shall be paid to the employee upon separation from employment. In the event an employee is deceased, the vacation accruals will be paid to the employee’s estate, or individual designated by the employee.

## **ARTICLE 14 - LEAVE POLICIES**

### **14.1 Sick Leave**

Sick leave provides compensation to eligible employees who are unable to work because of illness or injury. Time off for medical and dental appointments for employees or their immediate family members and for other reasons as permitted by law will be treated as sick leave.

#### **A. Eligible Employees**

Employees in paid status begin accruing sick leave upon employment in the sum of ninety-six (96) hours of sick leave per year. Sick leave will continue to accrue up to 700 hours. Upon reaching the maximum amount of accrued and unused sick time, further sick time accruals will stop until the employee uses sick leave and the accruals fall below the sick leave cap. Once the employee's sick leave accruals fall below the cap, the employee will resume accruing sick leave at the normal rate.

#### **Sick Leave Pay Out Upon Death or Retirement**

Upon death the employee's designated beneficiary shall be paid up to four hundred eighty (480) hours of accrued sick leave at the rate of 50% of the equivalent cash value (one-half day's pay for one day accrual). All accrued balances beyond 60 days shall be paid off at the rate of 12-1/2% of the accrued cash value (one hour's pay for one day accrual).

Upon retirement the employee may choose to be paid four hundred eighty (480) hours of accrued sick leave at the rate of 50% of the equivalent cash value (one-half day's pay for one day accrual). All accrued balances beyond four hundred eighty (480) hours shall be paid off at the rate of 12-1/2% of the accrued cash value (one hour's pay for one day's accrual).

#### **Sick Leave Pay Out Upon Layoff or Resignation**

Upon resignation or lay-off, employees with ten (10) or more years of service, shall be paid up to four hundred eighty (480) hours of accrued sick leave at the rate of 35% of the equivalent cash value. All accrued balances beyond four hundred eighty (480) hours will be paid off at the rate of 12-1/2% of the accrued cash value.

Upon dismissal for cause, no sick leave shall be paid, and accruals are forfeited.

#### **B. Requesting and Reporting Sick Leave**

The Employer may require a supporting statement from the attending medical practitioner if the request for sick leave is in excess of three (3) working days. The Employer may require a supporting statement from the medical practitioner for absences of less than three (3) working days if there is reason to suspect misuse. It shall be the responsibility of each employee absent from duty due to illness or injury to notify their immediate supervisor on the first day of absence and each day of the absence (and each day of the absence) at least one hour before the time employee is scheduled to begin working for that day.

#### **C. Use of Sick Leave**

Sick leave shall not be used if it has not yet been accrued. With Supervisors approval an employee may flextime within a given workday to accommodate medical and other medically related appointments that cannot be scheduled



outside of work hours. Accrued sick leave may be used for medical and dental appointments for the employee or their immediate family members. Employer understands that some medical appointments may take longer than previously scheduled. The employee shall communicate the need for additional time as soon as possible on the same day of knowledge that an extension is needed. Employees may, with supervisor approval, use accrued sick leave due to illness or emergency during a work day without it being considered unauthorized time off.

An immediate family member is defined as spouse, registered domestic partner, parent, stepparent, parents-in-law, or an individual who stands or stood in loco parentis (in place of a parent), child or stepchild of any age or dependency status, siblings, grandparent, grandchild, daughter-in-law, son-in-law or other individual living in the immediate household.

**D. Sick Leave and Workers' Compensation**

When an employee is awarded temporary disability benefits as the result of a job-related illness or injury, the employee may use accrued sick leave to make up the difference between the amount of the daily Workers' Compensation temporary disability benefits paid and their regular salary.

In the event the employee's payments received from accrued sick leave and Workers' Compensation benefits exceed the employee's normal salary, the employee shall reimburse the Employer for such overpayment and the employee's sick leave shall be credited with the appropriate hours.

**E. Sick Leave and State Disability Insurance (SDI)**

When an employee is determined eligible for SDI benefits the employee may use accrued sick leave to make up the difference between the amount of SDI benefit paid, and the employee's normal salary immediately prior to the disability. In the event the employee's payments received from accrued sick leave and SDI benefits exceed the employee's normal salary, the employee shall reimburse the Employer for such overpayment and the employee's sick leave shall be credited with the appropriate hours.

**14.2 Bereavement Leave**

All unit employees will be allowed to take up to eight (8) days of bereavement leave in which three (3) days will be paid bereavement leave because of the death of any member of their immediate family, as defined in Article 14.1 C.

If an employee is required to travel in excess of 350 miles for the bereavement leave, the employee will be provided with an additional two (2) days of paid bereavement leave. Verification of out of town travel may be required by the Employer.

Employees are not required to take the bereavement leave on consecutive days; however, they must complete their leave within three (3) months of the family member's death.

**Bereavement Leave for Reproductive Loss** - All employees who have worked for the Agency for at least 30 days will be permitted to take up to five (5) days of unpaid bereavement leave because of a reproductive loss event, which is defined as "the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage,

stillbirth, or an unsuccessful assisted reproduction. Eligible employees may choose to use any accrued and available paid sick leave or other paid time off for reproductive loss leave.

Should an employee be subject to multiple reproductive loss events in a 12-month period, leave of up to a maximum of 20 days within a 12-month period will be permitted.

Employees are not required to take the bereavement leave on consecutive days; however, they must complete their leave within three (3) months of the reproductive loss event.

#### **14.3 Pregnancy Disability Leave**

The Employer shall provide Pregnancy Disability Leave to eligible employees in accordance with federal, state, and local laws. While on a job protected leave of absence greater than two (2) consecutive weeks, employees will continue to accrue sick leave and vacation leave and receive observed holiday pay on a prorated basis and based on the total number of paid hours only if using paid leave accruals to supplement Workers' Compensation, State Disability or Paid Family Leave insurance up to the maximum weekly benefit provided under the law. Full vacation and sick leave and paid observed holidays will begin to accrue upon the employee's return to work.

#### **14.4 Family and Medical Leave**

The Employer shall provide Family Medical Leave (FMLA) to eligible employees in accordance with federal, state, and local laws. While on a job protected leave of absence greater than two (2) consecutive weeks, employees will continue to accrue sick leave and vacation leave and receive observed holiday pay on a prorated basis and based on the total number of paid hours only if using paid leave accruals to supplement Workers' Compensation, State Disability or Paid Family Leave insurance up to the maximum weekly benefit provided under the law. Full vacation and sick leave and paid observed holidays will begin to accrue upon the employee's return to work.

#### **14.5 California Family Leave (CFRA)**

The Employer shall provide California Family Leave (CFRA) to eligible employees in accordance with federal, state, and local laws. While on a job protected leave of absence greater than two (2) consecutive weeks, employees will continue to accrue sick leave and vacation leave and receive observed holiday pay on a prorated basis and based on the total number of paid hours only if using paid leave accruals to supplement Workers' Compensation, State Disability or Paid Family Leave insurance up to the maximum weekly benefit provided under the law. Full vacation and sick leave and paid observed holidays will begin to accrue upon the employee's return to work.

#### **14.6 Administrative Leave**

Administrative Leave is paid mandatory leave. An employee may be placed on an Administrative Leave when such leave is in the best interest of the Employer, as determined by the Employer.

A notice of intended action will be issued to the employee prior to the effective date of the action.

The Employer may require an employee who is deemed incapacitated for work due to illness or injury, to submit to an examination by a designated physician at the expense of the Employer. Pending the results of the examination, the Employer may require the employee to take a leave of absence.

#### **14.7 Personal Leave of Absence**

Personal Leaves of Absence may be granted to employees at the discretion of the Employer. Personal Leave of Absence requires employees to use all accrual balances including sick leave, floating holiday and/or vacation prior to going in an unpaid status. Personal leave of absence may be for a specified length of time, not to exceed twelve (12) months.

All requests for a leave of absence must be submitted on a Leave of Absence Request form at least 30 day in advance (except in the case of an emergency) to Human Resources. The requesting employee will receive a written response within 10 working days. The final decision for granting a personal leave of absence will be by the Human Resources Director.

An employee who takes other employment during the period of any leave of absence granted to them without approval of the Employer thereby forfeits all rights to reinstatement.

In considering an employee's request for a personal leave of absence, the overall best interests of the Employer and its business needs will be the primary considerations.

Employees on a Personal Leave of Absence for twelve (12) months, upon return to work, shall be reinstated in the position held before the leave, or in a similar position of the same salary, salary range and status, unless the position held by the employee was subject to a reduction in force. In that case, they have full rights under Article 9.

Personal leave beyond twelve (12) months may be granted due to unusual or special circumstances. However, the Employer shall have no obligation to the employee to return the employee to their pre-leave position where such leave exceeds twelve (12) months. Failure to return from Personal Leave on the required date of return shall be considered a voluntary resignation.

The employee will not receive holiday pay nor accrue vacation and sick leave time during the leave. Vacation and sick leave will begin to accrue upon the employee's return to work. An employee granted a personal leave of absence will not be eligible for benefits provided by the Employer such as medical and dental. Benefits may be extended during leave through employee timely payment of premiums. Continuation of insurance will be in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA).

#### **14.8 Military Active Duty, Military Training, and Military Spousal Leave**

##### **A. Military Active Duty Leave**

The Employer shall provide Military Active Duty Leave to eligible employees in accordance with federal, state, and local laws. Employees shall present official orders for military-related leaves to Human Resources as soon as received.

##### **B. Military Training Leave**

The Employer shall provide Military Training Leave to eligible employees in accordance with federal, state, and local laws. Employees shall present official orders for military-related leaves to Human Resources as soon as received.

**C. Military Spousal Leave**

The Employer shall provide Military Spousal Leave to eligible employees in accordance with federal, state, and local laws. Employees shall present official orders for military-related leaves to Human Resources as soon as received.

**14.9 Leave for Jury Duty and Subpoenas**

Employees who have been summoned for jury duty or subpoenaed as a witness must return to work immediately after being dismissed from court when on leave for jury duty or response to a subpoena.

**A. Leave for Jury Duty**

Employees shall be allowed to take leave without loss of wages, vacation time or sick leave for the purpose of responding to a summons for jury selection or serving on a jury for which the employee has been selected, subject to the limitation that an employee shall receive paid leave to serve on a jury not more than once during a calendar year. An employee who responds to a summons for jury duty and who is not selected as a juror shall not be deemed to have performed jury duty.

All reimbursement received for jury duty shall be turned over to the Employer. Payment to the employee for travel expense may be retained by the employee. No employee shall be paid more than their regular pay as a result of jury duty service.

The employee is required to notify their immediate supervisor, or the supervisor's designee, when they have received a jury summons and when their jury service is completed. The employee is required to provide their supervisor with a copy of the jury duty summons.

**B. Leave for Response to a Subpoena**

Employees shall be allowed to take leave without loss of wages, vacation time or sick leave when responding to a subpoena to testify in court if the subpoena relates to the Employer's business and the employee is not an adverse party in the litigation.

Employees who respond to a subpoena for a personal matter relating solely to non-Employer business, or where the employee is an adverse party, shall not be compensated by the Employer for such time lost from work. Such absence from work may be charged to either accrued vacation time or the employee may request a personal leave of absence.

The employee is required to provide their immediate supervisor or the supervisor's designee a copy of the subpoena.

**14.10 Time Off for Voting**

Employees who cannot otherwise vote because of their work schedule are entitled to a two (2) hour absence in order to vote. Voting leave must be requested two (2) days prior to the day of the election. The Employer may designate the time of the absence at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least amount of time for the regular working shift, unless otherwise mutually agreed. The time should be reported as time worked and is not charged against vacation

or sick leave. Employees may be required to provide reasonable proof of voting as a condition of compensation. Requests for time off for voting will not be arbitrarily denied.

**14.11 Other Statutory Leave**

The Agency shall comply with all statutorily required leave per state and federal law or as outlined within this MOU.

**14.12 Industrial Injury**

The Employer will consider modified work assignments and leave for necessary continued treatment for industrial injuries in full accordance with state and federal laws.

## ARTICLE 15 - BENEFITS

### 15.1 Health Insurance

All represented employees shall have access to participate in the Employer group Medical, Dental and Vision Plan (collectively Health Insurance). Eligibility of employees and dependents for any health insurance coverage as well as the extent of coverage is governed by the insurance policies in effect at the applicable time. Employees may obtain coverage for spouses and domestic partners.

#### A. Medical Coverage

The Employer will pay a maximum based on plan coverage level for all unit classifications toward premiums for medical coverage as described below. Medical coverage will be for the employee and their dependents. The medical contribution includes the CalPERS statutory minimum.

ER Contribution 1-Party	\$1,500.00 per month
ER Contribution 2-Party	\$2,100.00 per month
ER Contribution 3-Party	\$2,400.00 per month

#### B. Continued Coverage

The Housing Authority will continue making contributions for employee group health benefits during their FMLA Leave on the same terms as if they had continued to work. This means that if employees want their benefits coverage to continue during their FMLA Leave, they must also continue to make any premium payments that they were required to make for themselves and their dependents as if they were working. Dependent coverage will be discontinued if the employee fails to make timely premium payments.

The twelve (12) weeks starts the date the leave begins and may be used once per year for pregnancy disability leave or personal leave. Continuation of insurance beyond twelve weeks will be in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA).

#### C. Health Care Waiver Plan

An employee, who has the opportunity to receive medical coverage from another source, may waive the Housing Authority medical coverage as follows:

1. A worker who waived medical coverage for self and family must do so for the entire plan year, unless a qualifying COBRA event occurs, if allowed by the insurance carrier. If the COBRA event time has passed the employee may enroll during the open enrollment period.
2. The employee must present evidence of alternative medical coverage that meets the minimal essential coverage requirement under the Affordable Care Act.
3. An employee who waives medical coverage will be compensated, at a minimum, as follows:
  - \$250 per month for employee only
  - \$425 per month for employee plus one
  - \$575 per month for employee plus 2 or more dependents

## **15.2 Dental Insurance**

All employees shall be covered by a dental plan as designated by the Employer. Eligibility of employees and dependents for coverage as well as the extent of coverage is governed by the insurance policy in effect at the applicable time.

### **A. Cost**

The total cost of such coverage for both employees and all family members shall be paid by the Employer.

### **B. Continued Coverage**

During periods of authorized, unpaid leave, the Employer will continue dental insurance coverage on the same basis as for medical coverage.

## **15.3 Vision Care**

All employees shall be covered by a vision care plan as designated by the Employer. Eligibility of employees and dependents for coverage as well as the extent of coverage is governed by the policy in effect at the applicable time.

### **A. Cost**

The total cost of such coverage for both employees and all family members shall be paid by the Employer.

### **B. Continued Coverage**

During periods of authorized, unpaid leave, the Employer will continue vision coverage on the same basis as for medical coverage.

## **15.4 Life Insurance and Long-Term Disability Insurance**

The following Life Insurance and Long-Term Disability Insurance coverage is provided to regular full –time employees upon application:

1. Group Term Life Insurance coverage is \$50,000. The policy will have an Accidental Death and Dismemberment rider of equal face value;
2. Additional Life Insurance is available for higher death benefits, dependent coverage or optional types of policies at the expense of the employee.

The premiums for this additional insurance will be paid as a payroll deduction;

3. Long Term Disability Insurance coverage provides 66 2/3% of the employee's regular monthly salary, to a \$7,500 /mo. maximum, after ninety (90) days of disability. The benefit is payable until the end of the disability; death; voluntary retirement; or the end of the maximum benefit period (at least age 65), whichever is earlier.

The Employer will continue to offer a supplemental life insurance program.

## **15.5 Social Security and Retirement Plan**

All employees are covered by Social Security (FICA) provisions.

The Employer has enrolled in the California Public Employees Retirement System (CalPERS) Miscellaneous Retirement Plan. For classic employees (generally, those



employees who were enrolled in CalPERS retirement plan prior to January 1, 2013), the retirement plan is 2% @ 55 Supplemental Formula. For non-classic employees (generally, those employees who were new to CalPERS retirement plan on or after January 1, 2013), the retirement plan is 2% @ 62 Supplemental Formula. The Employer will continue to provide one employee who opted out of CalPERS continued coverage under VALIC. The Employer and employee payment responsibility will be the same for classic employees regardless if the employee is enrolled in CalPERS or VALIC.

Non-classic employees are required to pay at least 50% of the normal cost of CalPERS retirement, which is determined by CalPERS annually.

Classic employees (employees in CALPERS and VALIC) will contribute 7% (as the member contribution) to CALPERS/VALIC.

#### **15.6 Retiree Medical Benefits For Employees Hired Before July 1, 2021 (Tier 1)**

For employees hired before July 1, 2021, upon retirement, qualified employees and spouses/domestic partners are eligible for continued medical coverage up to the Employer Coverage Cap in effect on the date of the employee's retirement as follows:

1. Retired employee must be at least 62 years of age and have 20 years of continuous employment with the Employer to receive coverage as follows:

<b><u>Age at Retirement</u></b>	<b><u>Years of Employment at SCCHA</u></b>		
	<b><u>20-24</u></b>	<b><u>25-29</u></b>	<b><u>Over 30</u></b>
	<b>(Percentage of net premium paid by SCCHA)</b>		
62	80%	90%	100%
63	85%	95%	100%
64	90%	100%	100%
65	100%	100%	100%

2. Medical provider at the time of retirement will be the same medical provider during the final year of employment unless the employee moves from the plan service area. In the event the employee moves out of the plan service area, a supplemental medical plan will be made available at that time.
3. Participation in Part A and Part B of the Medicare plan available at the time of retirement is a requirement of the plan.
4. The surviving spouse or domestic partner may continue to purchase medical coverage after the death of the retiree at the surviving spouse/partner's expense.
5. Employees hired before July 1, 2021, will be offered a one-time irrevocable election to forgo participation in the retiree medical plan described above and to irrevocable elect to participate in the new retiree medical program (described in Section 15.7 below) that begins for new employees hired on or after July 1, 2021.

The irrevocable election period for these employees will be held from July 1-August 16, 2021. Those employees who complete and submit the irrevocable election form by August 16, 2021, will be subject to the new retiree medical



program as of July 1, 2021. Retirement under the new plan will be available effective September 16, 2021.

#### **15.7 Retiree Medical For Employees Hired On Or After July 1, 2021 (Tier 2)**

1. Upon retirement from SCCHA and CalPERS, and attainment of at least 55 years or age for Classic CalPERS members and 62 years of age for PEPRA “new members”, employees are eligible for a benefit contribution in retirement based on years of CalPERS service at the time of retirement from SCCHA. The years of service must include at least five years of service with SCCHA. The benefit contribution is a percentage of \$780 subject to the actual premium cost as identified in the benefit table:

Years of CalPERS Service (with at least 5 years of SCCHA service)	Benefit % up to \$780 Maximum Contribution	Years of CalPERS Service (with at least 5 years of SCCHA service)	Benefit % of \$780 Maximum Contribution
Less than 10	0%	15	75%
10	50%	16	80%
11	55%	17	85%
12	60%	18	90%
13	65%	19	95%
14	70%	20 or more	100%

2. The benefit contribution includes the minimum statutory contribution required by CalPERS.
3. The medical provider at the time of retirement will be the same medical provider during the final year of employment unless the employee moves from the plan service area. In the event the employee moves out of the plan service area, a supplemental medical plan will be made available at that time.
4. Participation in Part A and Part B of the Medicare plan available at the time of retirement is a requirement of the plan.
5. New employees hired on or after July 1, 2021 will be offered a one-time irrevocable election to forgo participation in Tier 2 of retiree medical benefits and to irrevocably elect to participate in the Tier 1 program for employees who were employed prior to July 1, 2021. The irrevocable election period will be forty-five (45) days from the date of hire with SCCHA.
6. The surviving spouse or domestic partner may continue to purchase medical coverage after the death of the retiree at the surviving spouse/partner’s expense subject to CalPERS regulations.

**15.8 Workers' Compensation Insurance**

Workers' Compensation Insurance is carried by the Employer on all employees for job-related illness and injuries.

**15.9 State Disability Insurance**

State Disability Insurance is made available to all employees for illness or injuries not related to the job, or when Workers' Compensation is at a rate less than the daily benefit amount for disability insurance.

**15.10 Deferred Compensation**

The Employer will continue the deferred compensation program.

**15.11 Wellness Benefit**

Effective the beginning of the pay period following July 1, 2025, the Employer will provide employees with a wellness benefit of \$200 per month through December 31, 2025. This benefit may be used by employees for any wellness purpose including but not limited to assisting with benefit premiums, co-pays, gym memberships, purchase of fitness equipment, weight-loss programs, etc. Employees are not required to document the use of these funds to the Agency. This benefit is taxable and non-pensionable.

Given the current uncertainty regarding federal funding allocations for housing programs, including but not limited to the Housing Choice Voucher Program, which significantly impacts the Agency's operating budget, the following conditions will apply:

If the Agency receives a HAP proration of 80% or above for calendar year 2026, effective the beginning of the pay period following January 1, 2026, through June 30, 2027, unit classifications will receive a wellness benefit of \$250 per month.

If the agency receives a HAP proration of less than 80% for calendar year 2026, no wellness benefit will be provided to unit classifications.

## **ARTICLE 16 - MILEAGE AND EXPENSE ALLOWANCE**

### **16.1 Reimbursement for Expenses**

The Employer will reimburse employees for reasonable and appropriate expenses incurred by employees in the furtherance of authorized Employer business. Employees shall obtain approval in advance of incurring expenses.

The Board of Commissioners establishes per diem rates of reimbursement for meals purchased by employees in the furtherance of Employer business.

Mileage may be claimed as an expense if the employee provides verification to the Employer that s/he had a valid driver's license and insurance coverage at the time the expenses were incurred. Mileage shall be reimbursed at the maximum rate allowed by the Internal Revenue Code.

### **16.2 Car Damage Policy**

Any Employee whose personal vehicle is damaged in a collision with another vehicle while the Employee is performing duties within the course and scope of Housing Authority business shall be reimbursed for such damage up to \$500 provided: (1) the employee was not in violation of any California State Vehicle or Penal Code Section, (2) the driver of the other vehicle is responsible for the accident as verified by a police report, and (3) the amount to be reimbursed by the Employer is not recoverable under any insurance policy available to the employee. The employee must provide verification of the cost of the damage to the Employer prior to reimbursement.

Employees who are required to drive company vehicles shall be covered by the Employer's insurance policy if the employee is performing duties within the course and scope of employment.

## **ARTICLE 17 - SAVINGS CLAUSE**

If any provisions of this MOU should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with, or enforcement of, any provision should be restrained by any tribunal, the remainder of this MOU shall not be affected thereby.

The parties shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement for such provision, if needed.

## **ARTICLE 18 - PRINTING OF THE MEMORANDUM OF UNDERSTANDING**

### **18.1 Printing Design and Costs**

The MOU will be available online. The parties agree that SEIU will provide copies to its members and Management will provide copies to management employees. The design and format shall be jointly determined. The Memorandum of Understanding will be printed not more than sixty (60) days after it is signed.

## **ARTICLE 19 - DISCIPLINARY ACTIONS**

### **19.1 Definition of Disciplinary Action**

Except for probationary employees (see Article 1.2A), bargaining unit members may be disciplined for cause only. Disciplinary action by the Employer may consist of verbal counseling (documented), written warning, suspension, demotion or termination. The Employer may impose any, all, some, or none of the foregoing disciplinary actions prior to termination of employment. The Employer shall follow a sequence of progressive discipline whenever possible.

### **19.2 Definition of Progressive Discipline**

The primary purpose of progressive discipline is to address the employee's need to improve and/or change his or her job performance and/or conduct. Progressive discipline is not intended to punish an employee. The goal of progressive discipline is to improve employee performance and/or conduct. Progressive discipline is most successful when it assists an employee to become an effectively performing member of the organization.

### **19.3 Progressive Discipline Process**

In the handling of disciplinary matters, the Employer shall utilize the progressive discipline process, which typically occurs in the following order:

- Verbal or Written Counseling (documented)
- Written Warning
- Suspension
- Demotion
- Termination

A copy of all written discipline including written warnings, suspensions, demotions or terminations shall be sent to the Union office within five (5) days or at least five (5) days prior to the effective date of disciplinary consequences or hearings.

### **19.4 Counseling and Written Warnings**

#### **Counseling**

In the event that an employee's performance or conduct is unsatisfactory or needs improvement, verbal or written counseling shall be provided by their immediate supervisor. Counseling shall be separate from on-going worksite dialogue and should address performance or conduct which, if not improved, may eventually result in further disciplinary action. When the situation allows counseling, counseling shall be issued prior to any written warning being issued. Documentation of such counseling shall be given to the employee at the time of counseling and may be placed in the employee's personnel file. Under normal circumstances, counseling shall be between the employee and the supervisor.

#### **Written Warnings**

If after counseling the employee's performance or conduct has not improved, a written warning shall be prepared by the supervisor including specific suggestions for corrective

action, if appropriate. A copy shall be given to the employee and a copy filed in their personnel file. No written warning shall be placed in the employee's personnel file unless such written warning is issued within thirty (30) calendar days of Employer's knowledge of the incident, which is the subject of the written warning. If the incident is in the nature of a series of violations the 30 days shall commence from the last violation (i.e. violation of the Punctuality, Absenteeism and Tardiness Policy). Written warnings will not include suspension, demotion or termination. Employees shall have the right to meet with their supervisor and/or Human Resources to discuss the factual content of the written warning and/or submit a written statement to the supervisor and Human Resources within ten (10) working days of receipt. The employee's statement will be attached to the written warning and placed in their personnel file.

#### **19.5 Notice and Process**

Each disciplinary action other than verbal or written warnings shall be preceded by a written Notice of Disciplinary Action given to the employee (and a copy sent to the Union Office when it involves demotion, suspension or termination) prior to the effective date of the discipline. The employee shall have the opportunity to respond in writing through the grievance procedure describe in Article 7.

#### **19.6 Burden of Proof**

The Employer shall bear the burden of proof that discipline was for cause.

#### **19.7 Personnel Files**

The Employer shall maintain a personnel file for each employee. An employee's personnel file shall not contain materials about any disciplinary action recommended but not taken or disciplinary action overturned by the grievance procedure.

No disciplinary action will be taken against employees based solely on actions occurring more than one year ago.

No disciplinary action will be taken against employees based solely on actions occurring more than one year from the time the Employer first learns of the employee's conduct.

Employees are entitled to one free copy of any document that is placed in the personnel file. The employee will be charged for the cost of additional copies. Employees are entitled to review their personnel files at reasonable times and intervals, or to authorize review by their representatives at reasonable times and intervals by appointment in the presence of an employee from Human Resources.

## **ARTICLE 20 -TUITION REIMBURSEMENT**

### **20.1 Eligibility for Tuition Reimbursement Program**

If sufficient funds are available and budgeted, regular employees are eligible to participate in the tuition reimbursement program for total or partial reimbursement provided the Executive Director or designee determines that the education and training is:

- ☐ Related to the employee's occupational area or has demonstrated value to the Authority;
- ☐ Through an accredited educational institution/program and is a required course for a degree; and
- ☐ That the employee's performance meets the minimum requirements of their position or the employee has had no documented disciplinary action taken against him/her within the two years prior to the application. Documented discipline is a written warning or above for purposes of this section.

### **20.2 Application Procedure**

Employees interested in participating in the program must submit a completed application for Educational Assistance/Tuition Reimbursement, available in the Human Resources Department, and forward it to the Human Resources Department by the date specified. Tuition reimbursement will be awarded to all eligible applicants as budgeted funds permits; if eligible applications exceed funding availability, award will be on a lottery basis.

### **20.3 Reimbursement and Restrictions**

Reimbursement, if approved, shall be made when the employee completes the course or training and receives a passing grade of C or better or passing certification, as appropriate. Reimbursement will be restricted to registration fees for tuition costs and books listed in the course description as required to complete the class or course.

### **20.4 Exclusions**

Excluded from this program are:

- ☐ Late fees and interest for delayed payment plans.
- ☐ Transportation, parking, electronic equipment, or recording devices.

### **20.5. Repayment by Employee**

If an Employee voluntarily terminates employment with the Housing Authority and received tuition reimbursement assistance, they will be required to complete the necessary paperwork to reimburse the Housing Authority in full for any tuition assistance received during the last twelve (12) months prior to their departure.



## **ARTICLE 21 - JOB DESCRIPTIONS**

### **21.1 Maintenance of Job Descriptions**

The Employer shall maintain descriptions setting forth job duties in accordance with duties necessary to perform the job. The Employer will notify the Union and the employee of changes in job descriptions.

### **21.2 Provision of Descriptions**

At the time a worker commences work or is assigned a new position they will be provided with a job description outlining the duties and assignments of that position as an aid to understanding the requirements of the new job. Job descriptions shall be made available to the Union upon request.

### **21.3 Training**

Each classification in the Bargaining Unit will have opportunities for training that will be offered on an equal basis. These opportunities may include job-specific training, professional growth, and opportunities to increase job knowledge for new technologies or advances.

### **21.4 Reclassifications**

All position descriptions shall be reviewed as needed to assure they reflect business process changes, the current content of the position, and correct assignment of an employee to a classification. Permanent changes to the content of a position may lead to a change in its classification. New classifications shall be created, abolished, revised or combined by the Housing Authority as the needs of the Housing Authority change.

Such reclassifications shall be approved by the Executive Director. Additionally, upon reclassification of filled positions, the Executive Director shall determine whether the action constitutes an upward, lateral or downward movement of the level and compensation of the position.

The Employer shall give employees subject to a reclassification at least twenty (20) working days (days in which the Housing Authority is open for business) prior notice to the effective date of the reclassification. The Union shall receive concurrent written notice, meaning written notice on the same day as the affected bargaining unit members of the impending reclassification date.

Following the Union's receipt of the notice of reclassification, the Employer will meet and confer with the Union regarding the impact of the reclassification to the employee. The employee will be required to work in the reclassified position on the effective date of the reclassification notice.

When the position is reclassified and adjusted to a higher pay grade the employee will retain their position (Step) within the new range.

When the position is reclassified and adjusted to a lower pay grade the following may be applied: 1) retention of the Employee's salary if it is within the new pay grade; or 2) adjustment of the Employee's salary no lower than the maximum step of the new pay grade. Downward pay grade adjustments will not be effective until thirty calendar days after the effective date of the reclassification.

## **ARTICLE 22 - POSITION VACANCIES**

### **22.1 Posting of Vacancies**

Vacancies for bargaining unit positions will be posted for three (3) working days before advertising outside the Santa Clara County Housing Authority. Each qualified internal applicant shall be interviewed and given consideration for the position. Internal applicants may still apply beyond the three days until the position opening is closed.

### **22.2 Notice to the Union**

The Employer will provide one (1) copy of the job posting to the Union office at the time of posting.

### **22.3 Transfers**

Before a vacancy is filled by promotion or external appointment, employees currently employed in the same classification may apply for transfer into the vacant position. The most senior employee requesting it shall be transferred provided the employee meets the minimum qualifications for the position and the employee has not had any documented disciplinary action taken against him/her within the past two years. Documented discipline is a written warning or above for purposes of this section.

### **22.4 Promotions**

Each qualified internal applicant shall be interviewed and given consideration for the position if the employee has not had any documented disciplinary action taken against him/her within the past year. Documented discipline is a written warning or above for purposes of this section.

Upon promotion, an employee will be placed on the step in the new classification that provides an increase of not less than ten (10) percent. After promotion, an employee must serve a probationary period before becoming a regular employee in that classification.

## Appendix A – LIST OF CLASSIFICATIONS IN BARGAINING UNIT

<i>Effective July 5, 2025, reflects a 2% COLA</i>							
Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Client Service Specialists	\$73,068.70	\$76,722.14	\$80,558.25	\$84,586.16	\$88,815.47	\$93,256.24	\$97,919.05
Computer Systems Technician	\$93,534.14	\$98,210.85	\$103,121.39	\$108,277.46	\$113,691.33	\$119,375.90	\$125,344.69
Housing Assistant	\$66,196.66	\$69,506.49	\$72,981.81	\$76,630.90	\$80,462.45	\$84,485.57	\$88,709.85
Housing Compliance Coordinator	\$86,605.68	\$90,935.96	\$95,482.76	\$100,256.90	\$105,269.74	\$110,533.23	\$116,059.89
Housing Programs Specialist I	\$69,547.85	\$73,025.24	\$76,676.50	\$80,510.33	\$84,535.85	\$88,762.64	\$93,200.77
Housing Programs Specialist II	\$73,068.70	\$76,722.14	\$80,558.25	\$84,586.16	\$88,815.47	\$93,256.24	\$97,919.05
Housing Programs Specialist III	\$80,654.19	\$84,686.90	\$88,921.25	\$93,367.31	\$98,035.68	\$102,937.46	\$108,084.33
Inspector	\$86,605.68	\$90,935.96	\$95,482.76	\$100,256.90	\$105,269.74	\$110,533.23	\$116,059.89
Leasing Specialists	\$76,767.80	\$80,606.19	\$84,636.50	\$88,868.32	\$93,311.74	\$97,977.33	\$102,876.20
Office Assistant	\$57,081.15	\$59,935.21	\$62,931.97	\$66,078.57	\$69,382.50	\$72,851.63	\$76,494.21
Owner Service Specialists	\$76,767.80	\$80,606.19	\$84,636.50	\$88,868.32	\$93,311.74	\$97,977.33	\$102,876.20
Senior Client Service Specialists	\$80,654.19	\$84,686.90	\$88,921.25	\$93,367.31	\$98,035.68	\$102,937.46	\$108,084.33

## APPENDIX B – SIGNATURE PAGE

This agreement has been approved both by the members of SEIU Local 521 employed by the Santa Clara County Housing Authority (SCCHA) on May 29, 2025, and the SCCHA Board of Commissioners on June 17, 2025.

### SEIU Local 521

*Patrick Phillips*

Patrick Phillips (Jun 24, 2025 10:23 PDT)

Patrick Phillips, SEIU 521 Peninsula Director

*Victor Cole Riche*

Victor Cole Riche (Jun 24, 2025 10:41 PDT)

Victor Cole Riche, SEIU 521 Representative

*Ashlie Andrade*

Ashlie Andrade, Steward/Negotiating Committee

*Evangeline Isles*

Evangeline Isles, Negotiating Committee

*Mariah Gonzalez*

Mariah Gonzalez, Steward/ Negotiating Committee

*Cory Noltensmeier*

Cory Noltensmeier, Steward/ Negotiating Committee

### Santa Clara County Housing Authority

*Tracewell Hanrahan*

Tracewell Hanrahan (Jul 11, 2025 08:58 PDT)

Tracewell Hanrahan, Deputy Executive  
Director/Chief Operating Officer

*Angie Garcia-Nguyen*

Angie Garcia-Nguyen, Deputy Executive  
Director/Chief Operating Officer

*Emily De La Guerra*

Emily De La Guerra, Chief Financial Officer

*Rebecca Garcia*

Rebecca Garcia, Director of Housing

*Robin Young*

Robin Young, Assistant Director of Human Resources

*Shirley Kim*

Shirley Kim, Human Resources Manager