



# Regional Housing Authority

**APRIL 1, 2011 – MARCH 31, 2013**



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**I. Reporting Requirements:**

SCEA shall comply with all applicable provide of Government Code Section 3502.5 (f) with regards to financial reporting.

Employees who fail to provide SCEA with a correct mailing address or who fail to notify SCEA of changes in their mailing address and who because of such failure do not receive any notice required by law shall be entitled to such notice only upon contacting SCEA to request such notice.

**J. Duration:**

Notwithstanding the expiration of any MOU between the Housing Authority and SCEA this agreement shall continue in effect until rescinded as permitted by law.

**IV. CONTINUED PERFORMANCE OF HOUSING AUTHORITY SERVICE**

Apart from and in addition to existing legal restrictions upon work stoppage, the SCEA hereby agrees that neither it nor its officers, agents or representatives shall incite, encourage, or participate in any strike, walkout, slow-down, speed-up, sick-out, or other work actions for any cause or dispute whatsoever, either with the Housing Authority or with any other person or organization, including compliance with the request of other labor organizations to engage in such activities. In the event of work stoppage as enumerated above, the SCEA, its officers, agents and representatives shall do everything within their power to end or avert the same. Violations hereof will subject violators to legal and equitable judicial relief.

Any employee engaged in or assisting any work stoppage as enumerated above, or refusing to perform duly assigned services in violation of this Article, shall be subject to discipline up to and including termination.

It is understood that violation of this Article by the SCEA will warrant the withdrawal of any rights, privileges or services provided for in this MOU and/or legal action by the Housing Authority for redress and/or damages.

The inclusion of this Article in this contract shall in no way be deemed to stop the Housing Authority from seeking any form of legal, equitable, or administrative relief to which it may be entitled during the term of the contract.

**V. INTERNAL REVENUE CODE SECTION 125 PLAN**

**A. IRS Code Section 125 Plan:**

The Housing Authority shall maintain an IRS code section 125 plan during the term of this agreement which will provide for the use of pre-tax dollars for health and dental premium contributions made by the employee and other eligible items permitted by such plan. Eligible employees may elect to either participate in this plan and pay for their share of premiums with pre-tax salary reduction dollars, or elect not to participate in such plan. The participants' election during the plan year is irrevocable except as provided for by law.

B. Flexible Benefit Account:

Any monies deposited by the employee into the Flexible Benefit Account must be used during the plan year, or any remaining balance shall revert back to the employer as provided by law. Upon separation from employment, such monies will be disbursed in conformance with laws, rules and regulations governing the Flexible Benefit Spending Account.

**VI. HEALTH, DENTAL, VISION & LIFE INSURANCE COVERAGE**

A. CalPERS PEMHCA

1. Pursuant to the California Public Employees Medical & Hospital Care Act ("PEMHCA"), the Housing Authority shall maintain membership in the CalPERS PEMHCA health plan system (CalPERS PEMHCA) unless the Housing Authority elects to terminate membership pursuant to section VI (B) 7 below.
2. The Housing Authority shall make all contributions legally mandated under PEMHCA.
3. The Housing Authority shall establish a Cafeteria Plan ("Plan") to provide for health premium contributions and other optional benefits.
4. The Housing Authority's existing Section 125 Plan shall become part of the Plan.

B. Medical Contributions to the Plan:

1. The Housing Authority's contributions to the Plan shall be a fixed 80 percent of the premium rates for the PERS Choice health plan. During the term of the MOU, the Housing Authority contribution shall be increased by the amount equal to eighty percent (80%) of the premium increase for the PERS Choice Plan. Such increases shall be added to the amounts described below.

Employee plus two or more dependents	\$1,173.13 per month
Employee plus one dependent	\$932.58 per month
Employee only	\$466.02 per month

2. Retiree Medical: For those retirees enrolled in a CalPERS PEMHCA health plan the Housing Authority shall make the minimum employer contribution as mandated pursuant to Article VI A (2) above.
3. PEMHCA Compliance: For those employees enrolled in a CalPERS PEMHCA health plan; the Housing Authority's contribution described in Article VI B (1) above includes the minimum employer contribution amounts legally mandated under PEMHCA as described in VI A (2) above.
4. Payroll Deductions: The employee shall pay the difference between the employer contribution amount and the actual premium of the health plan selected by the employee. All employee contributions to the Plan shall be made by payroll deduction.
5. Cash-Out Option: Employees who satisfactory demonstrate medical coverage and who elect not to participate as an employee in any CalPERS PEMHCA health plan, may elect under the Cafeteria Plan to receive an amount equal to 50% of the health plan they would otherwise be entitled to. The Housing Authority shall pay and health premium

administrative fee required for employees who "opt out" of health coverage under this provision. Subject to CalPERS regulations, employees may make this election at any time.

6. Eligibility: An employee regularly working at least 20 hours per week shall be eligible for full health, dental, vision and life insurance benefits.
7. Health Plan Changes: The Housing Authority reserves the right and has the sole option to terminate its agreement with PERS Medical and Hospital Care Act and agrees to notify effected employees and SCEA, at least one hundred twenty (120) days prior to exercising the termination provisions of the PERS agreement. The Housing Authority and SCEA further agree to reopen negotiations at such time to find a replacement health plan and establish responsibility for insurance premiums.

C. Dental Contributions to Plan:

1. Housing Authority Contribution to the Plan

During the term of the MOU, the Housing Authority will pay 100 percent (100%) of the premium for each eligible employee and such employee's dependents, toward the Dental Maintenance Organization (DMO) dental plan premium.

2. Employee Contribution to the Plan

Participating eligible employees who do not select the DMO insurance plan, but elect to participate in other eligible dental plans, shall pay all premium costs in excess of the DMO plan costs during the term of this MOU. The Housing Authority shall pay such amounts to the Employee's Flexible Account, which may be used in accordance with Internal Revenue Code Section 125 and as provided by the Housing Authority's Plan document.

3. Insurance Plan Changes

The Housing Authority shall not pay the premium for any other dental plan, which is not sponsored by the Housing Authority, nor shall the Housing Authority make any payroll deduction for such other plans.

Nothing herein precludes the Housing Authority from offering a substantially similar alternative insurance plan or from substituting such plan for those mentioned herein, or from contributing less toward the premium expense than the maximum stated herein.

Should an affordable alternative be discovered, that would provide improved quality and/or benefits, the parties agree to mutually reopen negotiations within 120 days on this issue.

D. Vision Contributions to the Plan:

1. Housing Authority Contribution to the Plan:

During the term of the MOU, the Housing Authority will pay the full vision plan premium for each eligible employee and such employee's dependents.

2. Insurance Plan Changes

Nothing herein precludes the Housing Authority from offering a substantially similar alternative insurance plan or from substituting such plan for those mentioned herein, or from contributing less toward the premium expense than the maximum stated herein. Should an affordable alternative be discovered, that would provide improved quality and/or benefits, the parties agree to mutually reopen negotiations within 120 days on this issue.

E. Life Insurance Plan:

1. Housing Authority Contribution

Effective as soon as practical, the Housing Authority shall amend its life insurance plan to provide a \$50,000 Life/AD&D benefit for each employee, \$15,000 life insurance for spouse and \$5,000 per dependent, and pay all premiums during the term of this MOU.

2. Insurance Plan Changes

Nothing herein precludes the Housing Authority from offering a substantially similar alternative insurance plan or from substituting such plan for those mentioned herein, or from contributing less toward the premium expense than the maximum stated herein.

## VII. PROBATIONARY PERIOD

A. General Unit/Supervisory:

Persons entering Housing Authority service shall serve a probationary period of twelve (12) months, such period to run from the first day of the month following the date of employment or promotion, or in the event the date of employment or promotion is on the first day of the month, then from that date. The Executive Director may extend probationary periods for an additional period not to exceed three (3) months.

B. Failure to Achieve Permanent Status After Promotion:

If the employee is not recommended for permanent status in that position, he/she shall be entitled to return to the position from which he/she was promoted, provided that he/she held permanent status in that position. The layoff procedure contained in Article XXIII shall apply if the position from which the employee was promoted is filled. However, if the employee was not accorded permanent status for any reason other than the inability to satisfactorily perform the duties of the new position and he/she is not restored to his/her previously held position, he/she shall be afforded the right to appeal in accordance with Article XX and XXI of the MOU.

C. Discretion:

This provision does not limit the discretion of the Executive Director to provide merit increase in pay during the probationary period.

## VIII. WORK PERIOD

A. Official Work Period:

Except as otherwise approved or required by the Executive Director, the official work period for full time employees shall be forty (40) hours and shall begin on each Monday and end with the following Sunday. Employees are expected to be at their work station at the start of each work shift and promptly upon the end of their allotted lunch period.

B. Tardiness:

Unexcused tardiness of more than ten (10) minutes three (3) times in one calendar month shall result in the loss of earned sick and annual leave accumulation for one pay period. Chronic tardiness may result in disciplinary action. All employees are expected to remain at their jobs until the actual starting time of lunch periods or the end of their shift. Unexcused leaving early shall be treated the same as tardiness.

C. Flexible Work Hours:

To improve the level of service provided by the Housing Authority, flexible work hours may be arranged by mutual agreement between individual employees and the Executive Director. Such hours shall allow the employees to work the standard number of hours within each work period. The Executive Director may return the employee to the standard shift at any time with two weeks notice.

D. Alternate Work-Schedules:

It is intended that an alternate work schedule will enable employees to work alternate work hours to accommodate departmental needs as well as the employee's personal needs. However, an alternate work schedule is not an entitlement. The Executive Director may discontinue alternate work schedules by an individual, group or department, if it is determined that service levels are not being maintained. The alternate work schedule may be discontinued with a 14-day notice to the employee(s). An individual employee's authorization to participate in the alternate work schedule may also be discontinued if concerns develop regarding the employee's performance or attendance.

Regular Work Week: Employees working a standard 5 day, 40 hour week schedule have their work begin on Monday at 12:01 a.m. and end at 12:00 midnight the following Sunday.

Alternate Work Week Schedule: An alternative to the normal 5-day, 40-hour work week. Examples of alternate work schedules are:

4/10/40: An employee works the required 40-hour minimum work week in four 10-hour days.

9/8/80: An employee works eight 9-hour days and one 8-hour day in a two-week period with one day off every other week that corresponds with the 8-hour day. The day off can be any day of the week.

Employees who are approved for a 9/8/80 work week will be required to adjust their work week to ensure that they do not work over 40 hours in any consecutive seven day period. In this instance their work weeks would be adjusted to start four hours into their work shifts on their 8 hour days (this puts 4 hours into each work week).

Example: An employee on a 9/8/80 schedule working from 7:00 a.m. to 5:00 p.m. Monday through Thursday with a 1 hour or ½ hour lunch, and from 7:00 a.m. or 8:00 a.m. to 4:30 p.m. or 5:00 p.m. with a 1 hour or ½ hour lunch on their 8 hour Friday with every other Friday as their regular scheduled day off (RDO). The work week would start mid-day on Friday and end at mid-day on the following Friday. The employee may be given the choice between the 1 hour or ½ hour lunch periods.

Other Alternate Schedules: Work Week or lunch schedules, other than those, above may be approved or required by the Executive Director subject to the operational needs of the Housing Authority.

E. Overtime:

FLSA non-exempt employees shall receive overtime pay or compensatory time off at time and one-half (1 ½) for all hours worked in excess of 40 hours in their respective scheduled workweek.

Holiday pay shall remain at eight (8) hours. When a holiday falls on a regular nine (9), ten (10), or other approved/required hour workday, the employee shall use one (1) , two (2) or the applicable number of hours of personal accrued leave time to account for the additional hours.

When a holiday falls on one of the employee's regularly scheduled days off the holiday will be observed as follows: If it falls on the first of three (3) consecutive days off, the holiday shall be observed on the preceding work day. If the holiday falls on either of the last two scheduled days off, the following workday shall be observed.

Time off from work for vacation, sick, or other paid leave will be charged nine (9) hours for time taken on a scheduled nine-hour day, ten (10) hours on a ten hour day or the applicable number of hours for any other approved/required work day. Time off from work on the eight (8) hour workday will be charged eight (8) hours.

Employees required to report for Jury Duty on one of his/her regularly scheduled days off shall not be entitled to overtime pay or compensatory time off.

## IX. OVERTIME

A. Official Work Period:

Except as otherwise provided below, the official work period for full time employees shall be forty (40) hours and shall begin on each Monday 12:01 am and end with the following Sunday 12:00 pm

B. Overtime:

"Overtime work" for non-exempt employees shall be defined as all authorized work by an eligible employee in excess of forty (40) hours paid hours in a seven (7) day work period performed by a full time regular employee. Holidays and leave usage shall not be counted as hours worked for the purpose of overtime calculations

C. Rate and Type of Compensation:

If work beyond the normal work day of the work week is required, the Executive Director may authorize overtime to be compensated for an equivalent time off at the rate of one and one-half (1½) times the regular rate. If however, the employee has accumulated up to forty (40) of compensatory time off (CTO), all overtime in excess of that amount shall be compensated for, in pay, at the rate of one and one-half (1½) times the regular rate of pay of the employee at the time the overtime is worked. The employee can request to keep up to forty (40) hours of CTO on the books. If the supervisor denies this request, then the employee can appeal this decision to the Executive Director for final determination. The Executive Director or his/her designee may pay off any or all CTO time balances not more than once each fiscal year, but only if the employee has not requested the CTO remain on the books and with the Executive Director's final determination as stated above. CTO time shall be taken off prior to requesting vacation time unless the employee is at the maximum accrual provided herein. In no event shall the employee be required to use CTO if the use of such leave accruals will result in the employee not receiving his/her vacation accrual credits. No CTO shall be taken without the specific approval of the Executive Director or his/her designee. CTO may be carried forward to the following year.

**X. STANDBY AND CALLBACK**

Unrestricted Standby Pay

Whenever any employee is required to remain available on a standby basis, he/she shall be compensated at the rate of forty dollars (\$40.00) per day or holiday. For purposes of this section, a weekday for standby is defined as the hours between 4:30 PM and 7:30 AM the following calendar day. For a designated holiday or weekend day, standby is defined as a shift of 24 hours. The assignment of classifications of employees to standby duty shall be approved by the Executive Director. Employees scheduled for standby duty shall be on standby for one week, beginning at 4:30 PM Friday, and ending at 4:30 PM the following Friday.

For purposes of this section, individuals required to remain available on a standby basis must at all times leave a telephone number where they can be reached and can return within a reasonable length of time, must not have called in sick due to illness or departed early from work due to illness. The possession of a "beeper", "pager" or cell phone shall not constitute standby duty unless the appointing authority or his /her designated representative has specifically approved a schedule consisting of employees scheduled for standby duties.

Employees called back to perform emergency overtime duty shall receive a minimum of two (2) hours overtime compensation as indicated in Section IX above, except that employees living in the Housing Authority called back to perform overtime duty (in their residence area) shall receive one (1) hour of overtime compensation. In the event of an additional emergency call back within 2 hours of the initial call back order, the second and any subsequent call back orders shall be paid based on actual time worked. Any subsequent call back orders, outside the 2 hours of the initial call back order shall trigger another minimum of two (2) hours of overtime compensation. Non-emergency work orders shall not be completed while in emergency call back.

## XI. LONGEVITY

### \*\* FREEZE FOR THE DURATION OF THE MOU \*\*

#### A. Longevity Step Prior to July 1, 1995

An employee who has been on Step 5 of a range for five (5) years or any employee who has attained Step 5 of the range and has ten (10) years continuous Housing Authority service shall receive a longevity bonus of five percent (5%).

An employee who has been on Step 5 of a range for fifteen (15) years or any employee who has attained Step 5 of the range and has twenty (20) years continuous Housing Authority service shall receive an additional longevity bonus of five percent (5%).

The Housing Authority and Association agree that Section XI, Longevity, shall not apply to new employees hired after July 1, 1995.

#### B. Longevity Step/Performance Based -July 1, 2005

Effective July 1, 2005, for employees hired after July 1, 1995, such employee shall be eligible for longevity/performance pay on the employee's anniversary date subject to the following conditions:

- 1) Effective the first pay period in November 2007, an employee who has completed five years at the top step of the salary range in the employee's current classification or has ten (10) years continuous Housing Authority service, and;
- 2) Such employee has received five consecutive annual performance evaluations rated satisfactory or above upon meeting the above conditions, such employee shall be eligible for a five percent (5%) salary increase. In the event the Housing Authority does not complete a performance evaluation for an eligible employee in any of the consecutive five years, it shall be assumed that the employee's performance was "satisfactory" for that period.
- 3) In the event an employee has received one annual unsatisfactory performance evaluation out of the five performance evaluations, such employee shall not receive a salary increase greater than 4%.
- 4) In the event, an employee has received two or more annual performance evaluations rated unsatisfactory or lower, such employee shall not be eligible to receive any salary increase until the employee has completed five (5) consecutive performance evaluations rated satisfactory or above.

## XII. SICK LEAVE

#### A. Accrual:

Employees shall accrue sick leave at the rate of 4.62 hours bi-weekly beginning with the first month of employment. Unused sick leave may be accumulated up to a maximum of 2,080 hours.

B. Uses:

Sick leave shall not be considered a privilege, which employees may use indiscriminately. Sick leave shall only be permitted in the case of necessity and actual illness or disability.

C. Notice:

Where possible, employees shall provide prior written notification of the need to utilize accumulated sick leave.

Such notification shall be on a form titled *Leave Request*, supplied by the Housing Authority. The employee's supervisor may deny use of sick leave when such does not meet the requirements of Section B. above. If it is not reasonable or possible for an employee to give prior written notification, he/she shall confirm the need for such verbally by telephone or other means within one hour of the time he/she is scheduled to begin work. Such notification shall be confirmed in writing on the first day the employee returns to work on a form titled *Leave Request*, supplied by the Housing Authority.

D. Confirmation:

If the Executive Director has reason to believe that an employee is improperly using sick leave, he/she may require a doctor's certification for any use in excess of one (1) work day by giving prior notification to the employee that such will be required.

E. Abuse:

Improper use of sick leave shall result in the time off being charged without pay and denial of all leave accumulation for one month. Improper use of sick leave on three (3) or more occasions may result in dismissal.

F. Advance:

Whenever an employee has exhausted all his/her accumulated sick leave, vacation time and compensatory time off, he/she may be advanced additional sick leave with pay upon recommendation of the Executive Director and approval of the Board of Commissioners in such amount as deemed appropriate by the Board of Commissioners. Such advanced sick leave shall be charged against sick leave to be earned by the employee after he/she returns to service. If the employee does not return to service following the use of such advanced sick leave, the Housing Authority shall not be entitled to reimbursement unless arrangements thereof are specifically ordered by the Board of Commissioners prior to the granting of such advanced sick leave.

Whenever an employee is granted a leave of absence without pay due to illness and has been granted sick leave as provided for above, the Housing Authority shall continue to pay the amounts established in Article VI as the Housing Authority's share of the employee's health, dental and vision insurance premium if the employee pays to the Housing Authority employee's share of such health, dental and vision insurance premiums.

G. Integration of SDI and Other Leave Accruals:

An employee absent from work by reason of disability who is receiving State Disability Insurance benefits shall be required to integrate any accumulated sick leave or, at the

employee's option, annual leave with said State Disability Insurance benefits so that, when said leave is added to his/her disability benefits, the result will be payment to him/her of a full salary. Procedurally, an employee shall integrate his/her State Disability benefits and accumulated sick or annual leave as follows:

1. Said employee must notify the Housing Authority of the amount received from SDI and endorse each SDI check received over to the Housing Authority.
2. The Housing Authority shall use the amount of leave accrual necessary to provide the employee with a full salary when added to the SDI benefit.
3. If no sick or annual leave is available for SDI integration, then the employee shall not be entitled to any additional compensation from the Housing Authority during the period of the disability. In such case, the only compensation the employee will then receive will be SDI payments, which payments shall not be turned over to the Housing Authority. (MOU 7/1/93)

H. Pay Off - Unused Sick Leave Compensation:

Upon termination of employment with the Housing Authority, an employee who has at least five (5) years of accumulated full time service (part-time employees to receive prorated benefit) shall receive an amount equal to twenty percent (20%) of said employee's unused sick leave credits, computed against the current value of those credits, using the employee's highest dollar wage earned. For purposes of this Section, such unused sick leave credits shall be limited to a maximum total number of credits of 1,040 hours. An eligible employee shall be allowed to utilize any portion of such sick leave credits toward a cash payment upon retirement, and any residue balance shall be applied to such employee's retirement calculation in accordance with XXV C. below.

I. Bereavement Leave:

Whenever any employee believes it necessary that he/she be absent from duty because of the death or critical illness of either a father, mother, brother, sister, wife, husband, or other family member, depending on the particular circumstances, he/she may request from the Executive Director to be absent not more than five (5) working days with pay. Any such time off shall be charged against sick leave.

J. Personal Leave Time:

An employee may be granted personal leave with pay by the Executive Director for personal reasons. The Executive Director determines if the leave qualifies to be of an urgent nature. Such leave shall not exceed four (4) days in any one calendar year. One day of such time off shall be charged against sick leave time and the balance of three days may be charged either on vacation or CTO leaves time. "Emergency" shall be defined as an unforeseen circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition. (Examples: floods, house burns, family member in an auto accident, etc.)

K. Military Leave:

The Housing Authority grants military leave and any related benefits maintenance, job seniority and retention rights to all employees for service in a uniformed service in accordance with State

and Federal law. The employee must notice his/her supervisor of upcoming military duty as soon as he/she becomes aware of his/her obligation.

### **XIII. JURY DUTY**

Each employee shall be allowed such time off with pay as is required in connection with jury duty; however, said time off with pay shall be granted only upon remittance of full jury fees or upon submittal of acceptable evidence that jury fees were waived. An employee shall notify the Executive Director immediately upon receiving notice of jury duty. If an employee chooses to take vacation or compensating time off while on jury duty, he/she shall not be required to remit or waive jury fees in order to receive his/her regular salary.

### **XIV. VACATION LEAVE**

A. Accrual:

Employees shall accrue vacation leave at the following rates:

Less than 10 years of service	- 120 hours per year
10 years or more of service	- 160 hours per year

Employees may have a total accumulation of not more than 160 hours of vacation leave as of December 31 of each year.

B. Scheduling/Approval:

The Executive Director or his/her designee may schedule all vacation leave for employees who accumulate more than 140 hours of such leave. Vacation leave shall be scheduled in such a manner as to achieve the most efficient operation of the Housing Authority while taking into consideration the wishes of the employees.

C. Pay-Off Upon Separation:

Employees shall be paid one hundred percent (100%) of their unused vacation leave upon separation.

### **XV. ORGANIZATIONAL LEAVE TIME**

Housing Authority shall grant release time for Union business to officers and representatives (one Director and one Site Rep) designed by the Union for a total of twelve (12) hours per calendar year. Prior notice for the requested leave shall be given by the Union to the immediate supervisor and/or the Director of Housing Authority and approval of the immediate supervisor must be obtained prior to the taking of such leave. (Examples of leave request: extra time for travel to and from Housing Authority, from Union meeting or training or if such meeting or training goes over allotted lunch period)

### **XVI. RELEASE TIME**

Upon ratification and adoption of this MOU the Housing Authority will grant up to 1 hour of release time to each covered employee to meet with Union representatives for the purpose of training and orientation on the negotiated changes to the MOU.

## **XVII. LEAVE OF ABSENCE WITHOUT PAY**

### **A. Leave of Absence Without Pay:**

Leave of absence without pay, not to exceed fifteen (15) days in any one calendar year, may be authorized by the Executive Director without approval of the Board of Commissioners. Leave of absence without pay in excess of fifteen (15) days in any one calendar year may be granted only upon recommendation of the Executive Director and with the specific approval of the Board of Commissioners. The Board of Commissioners, at its discretion, may approve, deny or modify such request for leave, provided, further, that no leave of absence without pay, whether fifteen (15) days or less or for more than fifteen (15) days, shall be granted to any employee for the purpose of campaigning for partisan or nonpartisan State or local office nor to campaign on behalf of another or against another for partisan or nonpartisan State or local office, nor for the purpose of promoting or urging the defeat of any State or local ballot measure.

An employee shall not be entitled to leave of absence as a matter of right, but only upon good and sufficient reason, and then not to exceed a period of one year.

Upon returning to active employee status, the employee may be paid at the same step that was in effect when he/she began his/her leave of absence and his/her anniversary date shall be changed accordingly, reflecting the amount of time that the employee was absent which cannot be counted in the required one year of service for merit advancement for one step to another.

### **B. Family Medical Leave:**

Employees may request a leave of absence under the California Family Rights Act (CFRA) and/or the Federal Family Medical Leave Act (FMLA). Employee request for leave shall comply with the requirements of the CFRA and/or the FMLA. The Housing Authority agrees to abide by all provision of the CFRA and/or FMLA as applicable.

## **XVIII. HOLIDAYS**

The following holidays shall be observed with pay:

1. New Year's Day – (January 1)
2. Martin Luther King, Jr., Day – (3<sup>rd</sup> Monday in January)
3. President's Birthday – (3<sup>rd</sup> Monday in February)
4. Memorial Day – (Last Monday in May)
5. Floating Holiday – (8 hours, taken between January – December)
6. Independence Day – (July 4)
7. Labor Day – (1<sup>st</sup> Monday in September)
8. Veteran's Day – (November 11)
9. Thanksgiving Day – (Forth Thursday in November)
10. Friday following Thanksgiving
11. Day Before Christmas – (December 24)
12. Christmas Day – (December 25)
13. Every day that a holiday or day of mourning as proclaimed by the Governor of the State of California
14. When a holiday falls on a Sunday, the following Monday shall be observed.
15. When a holiday falls on a Saturday, the preceding Friday shall be observed.

If Christmas Day falls on Sunday or Monday, the preceding Friday as well as Monday shall be observed; if Christmas falls on a Saturday, the preceding Thursday and Friday shall be observed.

Any day may be taken as a holiday on the condition that one of the designated holidays is considered to be a workday if the Executive Director elects to do so and secures written approval of the majority of the employees.

Any day may be taken as a holiday without pay with the approval of the Board of Commissioners and a majority of the employees.

## **XIX. SAFETY**

- A. Employees shall be provided safe, sanitary and healthful working conditions.
- B. A safety program for the Housing Authority has been developed to assure reasonable safety and improvement of employee working habits.
- C. An employee that may be exposed to Hepatitis A and/or B, Tuberculosis, and Tetanus due to their duties will be eligible to receive such vaccinations for Hepatitis A and/or B, Tuberculosis, and Tetanus paid for by the Housing Authority. The Housing Authority will either pay the health insurance deductible or the actual cost of the vaccination and all booster shots (example titer shots).

## **XX. SEXUAL HARASSMENT POLICY**

### **A. Policy Statement:**

It is the policy of the Housing Authority that employees have a working environment free of unlawful discrimination, including sexual harassment. The work environment should be businesslike and assure fair, courteous treatment for employees and the public we serve. Sexual harassment may constitute illegal sex discrimination and may violate both State and Federal law.

All employees should be informed of the discrimination complaint process and be assured of their right to file complaints without fear of reprisal. All employees, including supervisors and managers, should be trained regarding behavior that constitutes sexual harassment. Employees should also understand the importance of reporting incidents promptly to assure that further incidents do not occur.

All employees, including supervisors and manager, should be informed clearly regarding behavior that constitutes sexual harassment and the consequences of such actions. They should be aware that sexual harassment of another employee may be grounds for disciplinary action.

Definition of Sexual Harassment: "Sexual harassment", as used in this Policy, includes any unsolicited and unwelcome sexual overtures by any employee, supervisor, or manager, be they written, verbal, physical, visual, whenever:

1. The submission to or rejection of the conduct is the basis for some type of employment decision affecting the employee (hiring, promotion, salary change, termination, etc.); or

2. Unwelcome sexual conduct unreasonably interferes with an individual's job performance or creates an intimidating, hostile or offensive working environment.

B. Employee Action:

Some people are not aware that their behavior is offensive or potentially harassment. Often simply advising someone of the offensive nature of his or her behavior can resolve the problem. Whenever possible, employees should inform the harassing party that his/her behavior is unwelcome, offensive, in poor taste or highly inappropriate. If this does not resolve the concern or if an employee feels uncomfortable, threatened, or has difficulty expressing his/her concern, informal assistance or counseling should be sought from any supervisor, or the Executive Director.

C. Investigative Procedure:

Any complaint which cannot be satisfactorily resolved through a discussion between the aggrieved person and the harassing party should be referred to the Executive Director who will have full authority to investigate all aspects of the complaint. The investigatory authority includes accessibility to records and cooperation of any involved employees. No influence will be used to suppress any complaint, and no one will be subject to any recrimination or reprisal for filing a complaint.

D. Informal Resolution:

If an employee desires primarily to discuss personal thoughts and feelings or consider meetings in which to deal individually with the incident(s), the Executive Director will offer consultation and advice.

When any complaint is received, the Executive Director will ask the complainant to define his/her perception of the problem and the desired solution. The Executive Director will explain the rights involved and discuss potential solutions. With the complainant's permission, the Executive Director may conduct a brief informal investigation and make every effort to resolve the problem on a very informal basis.

E. Formal Investigation:

If any informal investigation does not successfully resolve the issue, a formal investigation will be initiated with the filing of a written complaint to the Executive Director. As appropriate, the formal investigation may include, but not necessarily be limited to, the following:

1. Obtaining the date and place of the alleged act and the names of persons alleged to be involved or to have relevant knowledge.
2. Interviewing the persons named above. Providing a copy of the formal complaint to the employee or employees being accused of harassment insofar as it relates to them at the onset of the investigation.
3. Reviewing any pertinent documents or records. Making a survey of action in similar situations involving other employees or applicants for employment.

4. A written report, including a proposed resolution of the matter will be made. The report will be forwarded to and reviewed by the Executive Director who will determine the appropriate resolution, including the possibility of formal disciplinary action.
5. The Executive Director will provide a confidential written response to the employee who filed the complaint advising the employee of the resolution to the extent legally permitted. A copy of this report will be provided to the alleged harassing party.

F. FEHC/EEOC Complaints:

The filing of a complaint pursuant to this Policy or the decision of the department head does not prevent the employee from filing a complaint with the Fair Employment and Housing Commission (FEHC) or the Equal Employment Opportunity Commission (EEOC) or from filing any action in the courts.

G. Confidentiality:

To the extent feasible, proceedings under this Policy and all reports and records filed shall be confidential to the parties involved, and reasonable effort shall be made to protect the privacy interests of the parties.

H. Distribution:

This Policy, and any revisions thereof, shall be distributed to all Housing Authority officers and employees.

## **XXI. TRAVEL AND BUSINESS EXPENSE POLICY**

A. General Reimbursement Policy:

When it is necessary for Commissioners or employees to travel or incur expenses on Housing Authority business, it is the intent of the Board of Commissioners that those Commissioners or employees not be required to bear an undue burden as a result of that requirement, nor are Commissioners or employees expected to accrue any personal benefit from the conduct of Housing Authority business. The Board of Commissioners has therefore adopted a Policy that Commissioners and employees shall be eligible for reimbursement for all necessary and reasonable expenses incurred when performing Housing Authority business. The underlying principles of this Policy are:

1. Housing Authority employees shall secure transportation and lodging with the prior approval of their department head.
2. Commissioners or employees are expected to secure meals and other expenses as economically as possible commensurate with standards available at the site of the business being conducted.

B. Scope:

This Policy shall apply to all Commissioners and employees.

C. Review Authority:

The primary review and approval of employee claims shall be the responsibility of the Manager. Claims approved by the Manager shall be submitted to the Chief Financial Officer for review and payment, subject to reasonable audit adjustments to conform with the requirements of this Policy. Disputed claims shall be subject to further review by the Executive Director.

D. Specific Requirements:

1. Out-of-State Travel on Housing Authority Business:

- a. In order to receive reimbursement for out-of-state or out-of-country travel related to Housing Authority business, prior approval by the Board of Commissioners is required. Such approval must be submitted with the claim in the manner prescribed by the Chief Financial Officer.
- b. Specifically exempt from the above requirement are those instances, which require employees to leave the state on matters involving a criminal investigation.

2. Authority for In-State Travel:

Housing Authority Commissioners and Managers are authorized to travel in state within the performance of their duties and within the limits of budgeted funds. Housing Authority employees are permitted to travel in state as may be authorized by the Manager or designee. Managers' in-state travel of more than five (5) consecutive workdays shall first be approved by the Executive Director or designee.

3. Means of Travel and Travel Reimbursement:

a. Vehicle Policy

Housing Authority vehicles shall be used for Housing Authority business and work related travel. Exceptions include:

1. When a Housing Authority vehicle is not available, a personal vehicle may be used with the approval of the Executive Director or designee.
  - a. All mileage will be reimbursed at the IRS rate.
  - b. Housing Authority personal vehicle form must be completed annually.
2. When a Housing Authority vehicle is not available or the business destination is more than 50 miles each way, a rental vehicle may be obtained at Housing Authority expense, with approval of the Executive Director or his/her designee.
  - a. Must be the least expensive available vehicle.
3. Additional exceptions to the Vehicle Policy may be made by the Executive Director on a case by case basis.

See Appendix C for Personal Vehicle Usage Form

- b. Air (coach class), train or other means of transportation may be authorized by the Manager in the best interests of the Housing Authority. No non-scheduled air transportation may be used except upon prior approval of the Executive Director. The traveling Commissioner or employee is responsible for obtaining any tax exemption, discount or other benefit available to the Housing Authority or its employees. Frequent flyer miles or similar benefits or promotions, except those with a de minimis value, shall accrue to the benefit of the Housing Authority.
- c. The use of other transportation shall be reimbursed at actual cost with Manager approval or Board of Commissioner approval when there is a demonstrated Housing Authority benefit. A receipt is required to support the expense.
- d. Rental of automobiles or other special conveyances will be allowed only when necessary for the conduct of Housing Authority business. Justification may be required.

4. Incidental Factors:

The following expenses may be claimed when necessarily incurred in the performance of official Housing Authority business:

- a. Parking and storage fees.
- b. Streetcar, bus, train, taxi and air porter fares.
- c. Automobile rental or leasing costs excluding add-on insurance damage waiver policies.
- d. Ferry, bridge and road tolls.
- e. Long distance telephone, telegraph and fax charges for Housing Authority business. Specifically excluded are calls home.
- f. Registration and conference fees and actual meal expenses when the meals are part of a conference.
- g. Baggage transfer fees, tips and other expenses for which receipts are not available.
- h. Other necessary expenditures. No claim for alcoholic beverages or personal services such as cleaning, laundering, barbering or similar items will be allowed.

5. Reimbursement for Meals:

Meal rates are established to reimburse Commissioners and employees for the additional cost of eating meals away from home when the expense is incurred while conducting Housing Authority business.

- a. Reimbursement for meal expense off the business premises in the bi-county area is specifically prohibited for individual employees or groups consisting solely of Housing Authority employees (so-called conferences, working luncheons, study groups, department management luncheons, etc.).
- b. For purposes of determining entitlement to meal expense reimbursement outside the bi-county area, the following guidelines apply:

Breakfast: Breakfast may be claimed if travel began at or prior to 7:00 AM and terminated at or after 9:00 AM.

Lunch: Lunch may be claimed if travel began at or prior to 11:00 AM and terminated at or after 2:00 PM.

Dinner: Dinner may be claimed if travel began at or prior to 4:00 PM and terminated at or after 7:00 PM.

- c. Reimbursement for meals excluding tips will be allowed for actual cost up to the following optional maximums with receipts. Variances in per meal costs will be allowed for full or partial day reimbursements.

Breakfast	\$18.00
Lunch	\$23.00
Dinner	<u>\$40.00</u>
	\$81.00

Reimbursements without receipts (per diem):

Breakfast	\$16.00
Lunch	\$21.00
Dinner	<u>\$34.00</u>
	\$71.00

- d. When authorized by the Manager, meals may be provided to other governmental employees or private individuals who, at the Housing Authority's request, provide services gratuitously, which benefit the Housing Authority, or in other business situations of potential benefit to the Housing Authority. Meals within the bi-county area for Commissioners or employees whose attendance is required may be reimbursed.
- e. When a Commissioner or Manager hosts a conference or meeting that will be of benefit to the Housing Authority, the expenses of that meeting shall be reimbursable at actual cost. The expenses of such meetings, including the expenses of meals held in conjunction therewith, including meals of duly authorized delegates or representatives thereto, may be paid upon the exception that the claim shall also be reviewed for appropriateness and approved by the Executive Director prior to being submitted to the Chief Financial Officer. Receipts will be submitted with the claims. Documentation required for reimbursement shall substantially conform to IRS requirements to substantiate business expenses by adequate records or sufficient evidence corroborating the (1) amount, (2) time and place, (3) business purpose and (4) business relationship of the entertained person or persons.
- f. Rates shall be reviewed annually by the Chief Financial Officer and adjusted the first working day of the month after the adoption of the Final Budget to reflect the meal allowance. Optional meal rates shall only be increased by the direction of the Board of Commissioners.

6. Lodging:

- a. Reimbursement will be allowed for lodging obtained at a distance of 50 road miles or more from Yuba City determined by the shortest commonly traveled direct route.
- b. Reimbursement will be allowed regardless of the distance from Yuba City, excluding the bi-county area, when lodging is obtained while attending a conference or other job-related meeting.
- c. Reimbursement for cost of lodging is limited to actual cost incurred and will be reimbursed only at the single room rate unless more than one employee shares room accommodations.
- d. Receipts are required to verify lodging claims.

7. Regulation of Travel:

Commissioners or employees will be responsible for ensuring that they comply with all laws, regulations and rules governing travel while traveling on Housing Authority business.

8. Claim Procedure:

No reimbursement for travel and business expense shall be paid without submitting a Travel and Business Expense Accounting form, or other form(s) prescribed by the Chief Financial Officer from time to time. Receipts must be attached for air or rail travel, automobile rental, registration fees, meals and other expenses for which receipts are normally issued. Failure to complete forms within 60 days after returning from travel or failure to submit the proper receipts may be grounds for denying reimbursement.

Claims signed by the employee, department head, and where appropriate the Executive Director or the Board of Commissioners, must be submitted to the Chief Financial Officer.

9. Double Claiming:

To claim reimbursement for the same costs from more than one source (e.g., submitting claims for reimbursement to the State or Federal agency or other source and to the Housing Authority) is prohibited by this Policy. However, if another source provides only partial reimbursement, the balance up to the limits authorized by this Policy, may be claimed. Appropriate documentation must be submitted with the claim (e.g., the State claim form showing the costs that are being paid by the State).

10. Advances:

Funds may be advanced by the Chief Financial Officer for any travel or business expense covered by this Policy. A final claim identifying actual expenses shall be submitted to the Chief Financial Officer within five (5) days of return from the trip for which the advance was issued or prior to termination of Housing Authority employment, whichever event occurs first, along with any advance in excess of the claimed amount.

11. Taxable Reimbursements:

In some situations, reimbursements of travel and business expenses or portions thereof may be taxable. An example of this is the Housing Authority's policy to reimburse the cost of meals even though an employee is not on an overnight stay. The Housing Authority is required to report these reimbursements as part of the employee's wages on Form W-2.

12. Questions-Application and interpretation of Policy:

Questions concerning application and interpretation of this Policy should first be directed to the Chief Financial Officer. In the event of a disagreement, the Executive Director should be consulted for further review. Housing Authority legal counsel will be consulted for legal review, as appropriate.

## **XXII. GRIEVANCE PROCEDURES**

A. Purposes:

The purposes and objectives of the Grievance Procedure are to:

1. Assure fair and equitable treatment of all employees and promote harmonious relations among employees, supervisors and management.
2. Afford employees a written and simple means of obtaining consideration of their grievances by informal means at the manager level and review of the manager's decisions.
3. Resolve grievances as quickly as possible and correct, if possible, the cause of the grievances, thereby reducing the number of grievances and future similar complaints.

B. Discussion of Request or Complaint:

Any employee who believes that he or she has a justifiable request or complaint shall discuss the request or complaint with his or her immediate supervisor in an attempt to settle the matter as simply and informally as possible.

C. Grievance Definition:

1. A "grievance" is the subject of a written request or complaint which has not been settled as a result of the discussion required by Paragraph B. of this Section XXII, initiated by an employee, arising out of a specific situation, or acts complained of as being unfair, which result in an alleged inequity or damage to the employee, resulting from an act or omission by management regarding wages, hours and other terms and conditions of employment. A grievance must specify the relief sought, which relief must be within the power of the Executive Director of the Housing Authority to grant in whole or in part. A grievance may include work assignments not related to the employee's position classification job description, disagreements between employees and supervisors, interpretations of the Policy of the Housing Authority as they affect the individual employee with respect to wages, hours, working conditions, denial of merit salary increases, and other programs over which the Executive Director has jurisdiction.

Paragraph E. of the grievance procedure hereinafter described shall be available only to an employee with regular status in the classified service.

2. A grievance is not reviewable under this procedure if it is a matter which:
  - a. Is reviewable under some other administrative procedure, such as applications for changes in title, job classification, or salary;
  - b. Would require the exercise of legislative power, such as the adoption or amendment of an ordinance, rule, regulation, or policy established by the Board of Commissioners.

D. Special Provisions of the Grievance Procedure:

1. Freedom from Reprisal:

No employee shall be subject to coercion or disciplinary action for discussing a request or complaint with his or her immediate supervisor, or for the good faith filing of a grievance petition.

2. Employee Representative:

The employee is entitled to representation in the preparation and presentation of his/her grievance at any step in the procedure. The grievant is entitled to be released from work for appearances before any or all levels of the grievance procedure. No person hearing a grievance petition need recognize more than one representative for a grievant, unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one representative in order to fully and adequately present the matter. Any expenses incurred by the employee in the retention of representation shall be the expenses of the employee filing the grievance.

3. Grievance Petition Form:

The written grievance shall be submitted on a form provided by the Executive Director for this purpose. No grievance petition shall be accepted for processing until the form is complete.

4. Presentation:

All grievance petitions shall be initiated within twenty (20) calendar days after the occurrence of the circumstances or employee's knowledge of the circumstances giving rise to the grievance; otherwise, the right to file a grievance petition is waived, and no grievance shall be deemed to exist.

5. State of Grievance:

The grievance shall contain a statement of:

- a. The specific situation, act, or acts complained of as unfair;
- b. The inequity or damage suffered by the employee;
- c. The specific action requested.

6. Consideration:

Grievance petitions involving the same or similar issues may be consolidated for presentation at the discretion of the person hearing the petitions.

7. Resolution:

Any grievance petition resolved at any step of the grievance procedure shall be final and binding on the Housing Authority and the grievant.

8. Withdrawal:

Any grievance petition may be withdrawn by the grievant at any time in writing, without prejudice.

9. Time Limits:

Grievance petitions shall be processed from one step to the next within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance petition not carried to the next step by the grievant within the prescribed time limits, or such extension, which may be agreed to, shall be deemed resolved upon the basis of the previous disposition.

10. Resubmission:

Upon consent of the person hearing the grievance petition and the grievant, a petition may be resubmitted to a lower step in the grievance procedure for reconsideration.

11. Extension of Time:

The time limits within which action must be taken for a decision made as specified in this Article may be extended by written consent of the grievant and the person before whom disposition of the petition is pending.

12. Grievance Committee:

The Chairperson of the Board of Commissioners of the Housing Authority is to serve on the Grievance Committee.

E. Procedure:

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

1. Step I:

An employee who has a grievance shall informally discuss his or her complaint with his or her immediate supervisor. Within fifteen (15) calendar days, the supervisor shall give his or her decision to the employee orally.

2. Step II:

If the employee feels his or her grievance has not been satisfactorily resolved, if he/she receives no response from his or her immediate supervisor, he/she shall have fifteen (15) calendar working days from the date of the supervisor's response, or from the time specified under Step I for the supervisor's response, to formally submit the grievance in writing to the Executive Director of the Housing Authority. The Executive Director shall within fifteen (15) calendar days of the receipt of the written grievance, supply an answer in writing to the aggrieved employee and the supervisor in Step I, explaining clearly his/her decision or proposed action.

3. Step III:

If the employee and the Executive Director cannot reach an agreement as to a solution of the grievance or the employee has not received a decision within fifteen (15) calendar days, the employee may within fifteen (15) calendar days present his/her grievance in writing to the Executive Director. The Executive Director shall promptly deliver the written grievance to the Chairperson of the Board of Commissioners of the Housing Authority. The Chairperson of the Board of Commissioners shall promptly deliver the written grievance to the Grievance Committee of the Board of Commissioners of the Housing Authority. The Grievance Committee shall, within fifteen (15) calendar days after the receipt of the written grievance by the Executive Director of the Housing Authority, hear the grievant and the Executive Director and render a written decision to the grievant within fifteen (15) calendar days after the hearing with a copy to the Executive Director.

4. Step IV:

If the employee or Executive Director is not satisfied with the decision of the Grievance Committee either party may initiate arbitration proceedings.

a. The initiating party shall have the option of choosing between the following methods of arbitration:

- (1) Arbitration to be conducted by the American Arbitration Association according to the rules of the American Arbitration Association.
- (2) Arbitration to be conducted by the State Mediation and Conciliation Service according to the rules of the State Mediation and Conciliation Service.
- (3) Arbitration to be governed by the provisions of the California Arbitration Act, S1280 through S1294.2 of the Code of Civil Procedure except as specifically provided in this Subparagraph (3) of Subparagraph a. of Subparagraph 4. And Paragraph E. of this Section XX.
  - i. Either party may, within twenty (20) days, make a demand for arbitration by filing a demand in writing with the other.
  - ii. The parties may agree upon one (1) arbitrator. In the event the parties cannot agree within fifteen (15) days from the date the demand for arbitration was filed, they shall mutually request a list

of fifteen (15) names from either the State Mediation and Conciliation Service or the American Arbitration Association. Upon receipt of the list of names, the parties shall meet to alternately strike names until only one name remains. The name remaining shall be the arbitrator in the dispute. The party to strike the first name shall be chosen by lot.

iii. Arbitration shall take place in Yuba City, County of Sutter, State of California, and the hearing before the arbitrator of the matter to be arbitrated shall be at the time and place within said City as is selected by the arbitrator. The arbitrator shall elect such time and place promptly after his or her appointment and shall give written notice thereof to each party at least fifteen (15) days prior to the date so fixed. At the hearing any relevant evidence may be presented by either party and the formal rules of evidence applicable to judicial proceeding shall not govern. Evidence may be admitted or excluded in the sole discretion of the arbitrator. Said arbitrator shall hear and determine the matter and shall execute and acknowledge his or her award in writing and cause a copy thereof to be delivered to each of the parties.

iv. The decision of the arbitrator shall be binding and conclusive. The submission of a dispute to the arbitrator and the rendering of his/her decision shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award of the arbitrator may be rendered by any superior court having jurisdiction or such court may vacate, modify or correct the award in accordance with the prevailing sections of the California Arbitration Act.

b. The fees and expenses, if any, of the arbitrator, shall be divided equally between the employer and the grievant.

### **XXIII. DISCIPLINE**

A. Disciplinary action may be taken against any employee who has permanent status by the Executive Director only for just cause. The following actions, while not an exclusive listing, are examples of just cause, which may justify disciplinary action as, provided in this Section.

1. Fraud in securing appointment.
2. Unsatisfactory performance.
3. Inexcusable neglect of duty.
4. Insubordination.
5. Dishonesty.
6. Drunkenness on duty.
7. Addiction and/or use of narcotics or habit-forming drugs without medical prescription while on duty.
8. Inexcusable absence without leave.
9. Conviction of a job-related felony.
10. Discourteous treatment of the public or other employee.
11. Political activity, which is in violation of Federal, State or local laws and regulations
12. Misuse of Housing Authority property in violation of law or Board order.

- B. As used in this Section, "disciplinary action" means dismissal, demotion, or suspension not to exceed thirty (30) days.
- C. Notice: The Executive Director may initiate disciplinary action against an employee for just cause by serving upon the employee a written notice of disciplinary action. The notice shall be serviced upon the employee either personally or by mail and shall include:
1. A statement of the nature of the disciplinary action;
  2. A statement of causes thereof;
  3. A statement in ordinary and concise language of the acts or omissions upon which the causes are based;
  4. Copies of documents and materials upon which the action is based;
  5. A statement advising the employee of his or her right to respond orally, or in writing, or both to the Executive Director within five (5) working days of service of the notice;
  6. The date upon which the proposed action is to become effective; and
  7. A statement advising the employee that if the disciplinary action is imposed, he or she may appeal such action to the Housing Authority Board of Commissioners as specified below.
- D. A disciplined employee may appeal disciplinary action by filing a Notice of Appeal with the Grievance Committee of the Housing Authority Board of Commissioners as specified in Subparagraph 3. of Paragraph D. of Section XXII, Grievance Procedures.

Either party may thereafter initiate arbitration proceeding as specified in Subparagraph 4. of Paragraph E. of Section XXII, Grievance Procedures.

The basic issue to be submitted to the Grievance Committee and the arbitrator shall be: "Was (employee's name) disciplined for just cause. If not, to what remedy is (employee's name) entitled?"

#### **XXIV. PAY ADJUSTMENTS/ CLASSIFICATION/COMPENSATION STUDIES**

A. Y-Rates:

Whenever, without the fault or inability on the part of an employee, such employee would suffer an actual decrease in salary as a result of action taken by the Housing Authority, the Board may adopt a Y-rate to apply to the employee so affected. An employee whose compensation has been established at a Y-rate shall not receive any cost-of-living adjustments and shall remain at the Y-rate until the fifth step of the range established for his or her class exceeds the Y-rate. An employee receiving longevity pay whose compensation has been established at a Y-rate shall not receive any cost-of-living adjustments and shall remain in the Y-rate until the longevity pay for the range established for his or her class exceeds the Y-rate.

B. Bilingual-Pay:

Designation of positions for which bilingual proficiency is required shall be the sole prerogative of the Housing Authority.

The Housing Authority will pay a five percent (5%) differential in addition to the employee's regular pay when the employee possesses and utilizes his/her bilingual skills for Housing Authority business. In order to be eligible for this bilingual pay, the position held by the

employee must be designated as such by the Executive Director and approved by the Board of Commissioners. The affected employee must pass a proficiency test. Said differential shall be paid to eligible employees in a paid status for any portion of a given month.

C. Pay for Work in Higher Classification:

When a permanent employee is temporarily reassigned by the Housing Authority to a position/classification with a higher salary range than the employee's regular salary range, the employee shall begin receiving the compensation of the higher position/classification after 10 workdays. On the 11<sup>th</sup> consecutive workday such employee shall be placed at salary step A in the higher salary range or that step which is closest to five (5) percent, whichever is greater.

Assignments to higher classifications may be made either when the position is vacant or when the incumbent is on an extended leave of absence.

Employees, whose job description includes the performance of the duties of a higher-level position during the temporary absence of the incumbent, shall not be eligible for an increase in pay.

D. SALARY INCREASE

Wages

A. Freeze:

- a. No wage increase for the term of the agreement, except as stated below.
- b. No step increase for the term of the agreement, except as stated below.
- c. No increased compensation based on seniority for the term of the agreement, except as stated below.

- B. SCEA and the Housing Authority understand that the Housing Authority's operating budget is entirely dependent upon variable sources on income and the legislative actions of the State and Federal Governments.

As of the executive of this MOU, the Housing Authority has yet to announce any changes to the salary and benefits of Management and other unrepresented employees. Nonetheless, the Housing Authority continues to represent to the SCEA that it is the Housing Authority's intent to treat all employee groups essentially the same. If during the term of this MOU the Housing Authority provides wage and/or benefit increases to any other group of employees that are inconsistent with the above-made representation, the Housing Authority and SCEA will meet to review the terms of such agreement or agreements. If it is determined that any other group has received more favorable treatment in the aggregate, than that received by the General and Supervisory Bargaining Units, SCEA and the Housing Authority will meet and confer in good faith to adopt mutually agreeable measures to ensure all employee groups have been treated essentially the same.

The Housing Authority agrees to increase bargaining unit employees' salaries by an amount equal to two percent (2%), effective March 30, 2013.

**XXV. PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) /SOCIAL SECURITY**

A. Employees hired prior to April 1, 2011

- Shall participate in the CalPERS 2%@55 plan;
- Retirement to be calculated based on highest 12 months;

- Housing Authority shall continue to pay 100% of employee contribution;

B. Employees hired on or after April 1, 2011\*

- Shall participate in the CAIPERS 2%@60 plan;
- Retirement to be calculated based on highest 36 months;
- Employees shall pay 100% of "employee" contribution.

C. PERS Section 20965 Credits for Unused Sick Leave

Unused accumulated sick leave at time of retirement may be converted to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave (i.e., 250 days of sick leave equals one additional year of service credit).

Social Security

- D. The Authority will not pay the employee's share of Social Security.

\*The parties recognize that it may not be possible to implement the pension amendment specified in item B above by April 1, 2011. This provision shall take effect immediately upon adoption of the implementing CalPERS resolution.

## XXVI. LAYOFFS

A. Reemployment Lists:

In addition to the general eligibility list, there shall be established for each class a reemployment list containing the names of employees who have been laid off through no fault or delinquency on their part and persons who have resigned in good standing.

1. Any person having permanent status in the classified service who is laid off because of temporary or permanent abolishment of his or her position or who is laid off and subsequently accepts a demotion and displacement in lieu of layoff shall have his or her name placed on the reemployment list from which he or she has been laid off.
2. The Executive Director shall establish reemployment lists by class and department, listing only those regular employees who are laid off.
3. Any employee who attained permanent status in the classified service and who resigned in good standing may make application for reemployment within one (1) year after the date of resignation, and if such request is granted by the appointing authority, he or she will be placed on the reemployment list for the class of position from which he or she resigned. Such application must be made in writing within one (1) year after the effective date of resignation. It shall be referred to the supervisor of the department from which the person resigned for recommendation. If the supervisor grants reemployment privileges to such person, his or her name shall be placed on the appropriate reemployment list.
4. The names of persons laid off shall precede the names of persons granted reemployment privileges after resignation. The names of persons laid off shall be placed on the appropriate reemployment list in order of seniority as defined in Section E.2. The names of persons granted reemployment privileges after resignation shall be placed on

the appropriate eligible list in the order of date of application for reemployment, the most recent application being placed first. Individuals on reemployment eligibility lists who have been laid off shall be certified to the department from which they were laid off. In such instances, a vacancy that is being filled must be filled by the first individual certified who is willing to accept appointment.

5. The name of any person laid off or granted reemployment privileges shall continue on the appropriate reemployment list for a period of two (2) years after being placed there. The name of any eligible person on a reemployment list shall be automatically removed from said list at the expiration of such two-year period.
6. The Executive Director or supervisor may remove the name of any eligible person from the reemployment list for any of the reasons set forth in this Article, and if permitted by law to make such judgment. Any such proposed removal shall be forwarded to the Executive Director for review and comment prior to such action.

B. Reemployment Following Layoff:

1. Any person reappointed following layoff shall receive compensation and benefits as though he or she had been on leave without pay if such person is reappointed to a position in the same salary range.
2. Any individual who is reappointed following layoff to a position with a lower salary range shall receive compensation and benefits as though he or she had been demoted to such position and had subsequently been on leave without pay.
3. An employee who has been laid off or displaced and subsequently reemployed in a regular position within a two (2) year period from the date of his or her layoff, shall receive the following considerations and benefits:
  - a. All sick leave credited to the employee's account at time of layoff shall be restored provided such employee returns to the Housing Authority, at the time such employee returns to work, any sick leave payoff received at the time of layoff.
  - b. All seniority held upon layoff shall be restored.
  - c. All prior service shall be credited for the purposes of determining sick leave and vacation earning rates and service awards.
  - d. The employee shall be placed in the salary range as if the employee had been on a leave of absence without pay.
  - e. A person who has been laid off and is subsequently reemployed in the classification, in which he or she held permanent status at the time of layoff, shall not be required to serve the probationary period if such reemployment occurs within one (1) year from the date of such layoff. The probationary status of the employee shall be as if the employee had been on a leave of absence without pay except that a twelve month (1 year) probationary period shall be required if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff or displacement.

- f. When a layoff reemployment list is certified to the appointing authority filling a vacancy, such vacancy shall be filled by the individual with the most seniority who is willing to accept the appointment. (MOU 7/1/98)

C. Layoffs:

The Executive Director may lay off employees pursuant to this Section

1. Whenever it becomes necessary because of lack of work or funds, or
2. Whenever it is deemed advisable in the interests of the economy or other causes to reduce the force in a department or office.

Such actions will be approved by the Board of Commissioners in regards to the number of positions per department to be eliminated. The determination of which classes are to be affected within a department shall be made by the Executive Director.

D. Order of Layoffs:

Persons shall be laid off in the following order:

1. Layoff shall be by department and class within the department except as otherwise noted herein.
2. All extra help, temporary, limited term, seasonal and probationary employees in the same department or office and within the same class shall be laid off before any regular employee is laid off.
3. When it becomes necessary to reduce the force in any department, layoff of regular employees shall be in the reverse order in which their names appear on the Layoff List for the affected class, as prepared by the Executive Director, with those persons having the least seniority being first laid off.

E. Layoff List Computation:

1. When it becomes necessary to reduce the force in any department or office by layoff of regular employees, seniority shall govern.
2. For each regular employee, seniority shall be measured from such employee's initial appointment to permanent Housing Authority service but shall not include any period during which such employee was
  - a. On leave without pay;
  - b. Not actually in Housing Authority employment because of his or her voluntary termination, layoff or other cause.

3. Tie Breaking:

When two or more employees in the same department and same class have the same total seniority, the tie shall be broken by lot.

F. Notice of Layoff:

Regular employees shall be notified of layoff thirty (30) calendar days prior to the effective date of layoff. All other employees, except extra help employees, may be laid off on fifteen (15) days notice. Extra help employees may be laid off at any time. An employee who is to be laid off may elect to accept such layoff prior to the effective date thereof. Such notice of layoff for regular employees shall include:

1. Reason for layoff.
2. Effective date of the action.
3. Conditions governing retention on and reinstatement from reemployment lists.
4. Rules regarding waiver of reinstatement and voluntary withdrawal from the reemployment list.

G. Waiver of Reinstatement:

An eligible person whose name appears on a layoff reemployment list shall have his or her name removed from the eligible list when he or she indicates no interest to three (3) offers of employment. An eligible person shall be removed from the reemployment list and his or her employment rights terminated, however, if he or she fails to reply in writing to an offer of reemployment within seven (7) calendar days after receipt of the offer or, after accepting a job offer, fails to report to work.

An eligible person's name shall be placed on an inactive reemployment list upon his or her written request to the Executive Director. An eligible person's name may be restored to the active reemployment list upon his or her written request to the Executive Director.

H. Displacing a Lower Class:

An employee affected by layoff may, at his or her discretion, displace an employee at the next lower class in the series, or in succeeding lower classes in the series, or in a position in which the employee has held permanent status, who has less seniority. Seniority computations for displacement purposes are made as determined for the original layoff. Employees who elect demotion in lieu of layoff shall receive the nearest lower bi-weekly salary in the new salary range as of the date upon which the demotion becomes effective. An employee must notify the Executive Director in writing of his or her election no later than seven (7) days after receiving notice of layoff.

## **XXVII. CONTRACTING OUT SERVICES**

SCEA and Housing Authority agree that the use of contracting may continue provided that no employee occupying permanent positions are laid off or have their time base reduced as a result of such work.

It is understood that contracting is intended to facilitate service delivery. Examples include, but are not limited to the following:

- Turn around of rental units – cleaning, flooring, painting
- Painting
- Landscape maintenance

## XXVIII. RECOGNITION REWARDS

At the sole discretion of the Executive Director, a recognition award of up to five hundred dollars (\$500) per year may be provided to an employee, or group of employees for work that required more than ordinarily expected for the assignment, or for exceptional teamwork.

## XXIX. ASSIGNMENT OF LEAVE BALANCES FOR CATASTROPHIC ILLNESS OR INJURY

### A. Purpose:

To provide a mechanism for permanent Housing Authority employees to assign the monetary value of their vacation and/or compensatory time leave balances to another permanent employee who is facing financial hardship due to a catastrophic illness or injury.

### B. Employee Eligibility for Assigned Leave:

To be eligible to receive the monetary value of assigned leave an employee must:

1. Be a permanent employee with the Housing Authority and have completed new employee probation,
2. Have exhausted all available leave balances,
3. The employee or a member of the employee's immediate family have a verifiable long-term illness or injury, i.e., cancer, heart attack, stroke, serious injury, etc.,
4. Follow all applicable leave of absence procedures as set forth herein and be on an authorized, unpaid leave of absence that will last or is anticipated to last thirty (30) calendar days or more,
5. Provide a written request to be considered for the assignment of leave balances which states that the request is made voluntarily, the nature of the event for which the assignment of leave balances is requested and the probable duration of the leave of absence.

### C. Procedure for Requesting Leave:

The written request shall be submitted by the proposed assignee to the respective Manager for recommendation and then forwarded to the Executive Director who shall review the request for consistency with the intent of this policy and application of appropriate rules and regulations, and shall then approve or deny the request.

### D. Employee Eligibility to Assign Leave Balances:

The employee assigning leave balances must be a regular Housing Authority employee and have completed new employee probation. Only existing vacation and compensatory time leave balances may be assigned. Assignment of leave balances must be in one (1) hour increments. Assignment of leave balances must be made to a specific individual only. Assigned leave balances actually received by the assignee cannot be reclaimed by the assignor.

### E. Assignment of Leave Balances

The assigned leave balances shall be converted to a gross wage amount based upon the assignor's hourly rate of pay at the time of conversion. All appropriate income and other

employment taxes, state and federal, shall be withheld from all payments to the assignee pursuant to this rule.

Such assigned leave shall not apply toward retirement credits for either the employee assigning the leave or the employee receiving the monetary value of the leave, nor is a retirement deduction taken from the assigned leave. The receipt of monies from assigned leave balances shall in no way affect or modify the assignee's employment status with the Housing Authority and shall not be treated as hours worked or hours on a paid leave for purposes of adjustment of employee's anniversary date, sick leave and vacation accruals, or eligibility for holiday pay.

F. Procedure for Assigning Leave Balances

After initial approval of transfers by the Executive Director, eligible employees may indicate their intent to assign vacation, sick and/or compensatory time balances by completing an Authorization to Assign Leave Balance Form and forwarding it to the Chief Financial Officer.

Assigned leave balances shall be processed and applied in the order they are received and processed by the Chief Financial Officer. Assigned vacation, sick and/or compensatory time balances that are not converted to a monetary amount shall remain with the assignor. Only upon conversion to a dollar amount shall the assignor's leave balances be reduced.

Monies will be paid to the assignee on a regular biweekly payroll basis and shall not exceed the assignee's regular biweekly gross pay less any State Disability Benefit or Worker's Compensation Benefit amount the employee is receiving for that pay period. Monies shall only be paid to the assignee during those bi-weekly pay periods when assigned leave balances are available to the assignee. Assignee must remain on an authorized leave of absence to receive assigned leave from other employees.

G. Solicitation of Leave Balances

No employee shall solicit for assignments of leave from any subordinate employee. Managers shall assure that no pressure, either implicit or explicit, shall be placed on any Housing Authority employee by any other employee to make an assignment. Any pressure to assign leave balances and/or any employment decision based on pressure to make an assignment shall be considered harassment.

No solicitation shall be made by any employee during work hours. Notices may be posted on bulletin boards in accordance with Housing Authority and departmental policy and procedures.

H. Administration of Assignment of Leave Policy:

Any dispute in interpretation or application, any grievance on these issues filed pursuant to the Grievance Procedures herein shall be submitted to the Executive Director for a final and binding determination.

SCEA and Housing Authority agree that this policy is to address extraordinary and unforeseen circumstances and shall not be used for any other purposes other than stated herein.

This policy shall be consistent with current or future state and federal laws.

### XXX. EMPLOYEE RESIDENT/DUTIES AND COMPENSATION

An employee, who submits a request in writing to become a resident in one of the Housing Authority's rental apartments, and at the sole discretion of the Executive Director is approved to do so, shall be subject to the following requirements:

**A. Work Duties:**

Upon mutual agreement such employee may be assigned some or all of the following duties (not all inclusive) and compensation:

<b>Resident Duties &amp; Responsibilities</b>
Formal/informal communication with residents
Attend organized activities with other local community agencies, i.e., bi-national health week, health fair, etc
Provide information on residency for local law enforcement
Distribute fliers, brochures etc
Enforce tenancy policies
<ul style="list-style-type: none"> <li>• Minor maintenance issues-assist in reporting when needed</li> <li>• Communicate observations with Housing Manager</li> <li>• Open/close common areas for scheduled events whenever possible</li> <li>• Walk the grounds</li> <li>• Communicate with other resident employees/key keepers</li> <li>• Contact security when needed</li> <li>• Contact local law enforcement when needed</li> <li>• Lock outs</li> </ul>

**B. Compensation Applied To Rental Obligation:**

An employee who is accepted by the Executive Director into the Resident Employee Program shall be assigned duties compensated at an hourly rate of eight dollars (\$8.00) per hour. Such hours shall be considered overtime when an employee has worked more than forty- (40) hours in a work period. If eligible for overtime the employee's hourly rate of eight (\$8) per hour shall be multiplied at time and one-half or twelve dollars (\$12) per hour.

Resident Employee hours will be reported on the weekly time sheet and a "rental credit" calculated on a weekly basis. Rental credit submitted on a timesheet by the 25<sup>th</sup> of the month will be applied to the rent for the coming month. Rental credit submitted after the 25<sup>th</sup> will be applied to the rent for the next month.

It is expected that an individual employee will be assigned no more than one hour per day (seven hours per week) of Resident Employee duties, however, specific duties and hours will be determined on an individual basis, dependent upon the needs of the development.

Based on a one hour per day assignment, the employee would receive rental credit on the occupied residential unit between \$224 and \$420, depending on the number of days being compensated, the schedule of the timesheet submission and whether the days are regular or overtime. Rental credit may be considered taxable income by the Internal Revenue Service.

It is also understood that "resident work" shall not be considered hours worked for any other benefit except the Fair Labor Standards Act. In the event the resident employee is sick or on approved vacation, the Executive Director may waive the agreed resident work time and approve such time as Resident Employee paid time.

It is understood that the hourly-rate for performing Resident Employee work is at the legal minimum wage in effect at that time, and will be different from the employee's normal hourly rate while working outside of resident duties in his/her assigned classification. An employee may be assigned additional mutually agreed to duties using the hourly rate identified above with applicable overtime compensation.

C. Use of Facilities:

The Housing Authority shall have sole discretion as to the use of any of its facilities by employees.

D. Compliance with Policies and Regulations:

An employee who occupies such housing shall comply with all policies and regulations governing such facilities except for eligibility requirements related to low-income residents.

E. Housing Type:

The type of housing unit shall be determined by the Housing Authority subject to employee right to withdraw his/her request to become a Resident Employee.

F. In lieu of a portion of the rent, employee shall provide the agreed upon hours per month assisting residents with service concerns, emergency response, and other related duties assigned.

G. A Resident Employee shall not work more than the agreed upon number of hours unless written authorization is provided in advance.

The local rental market shall determine the value of such rent for a comparable rental unit. Such value shall serve as a compensation including any offset to overtime provisions of the MOU, or the requirements of the FLSA.

I. Employee shall vacate such unit within thirty days after the first day of the month in which a written notice is provided to or mailed to employee with proof of mailing by the Housing Authority.

J. A Resident Employee who is terminated from employment for any reason with the Housing Authority shall vacate such unit within thirty days of such termination.

K. It is understood and agreed that the SCEA has no authority over the employee in this matter and will be held harmless should the employee refuse to vacate the premises of the Housing Authority or refuse to comply with the separate agreement between the Housing Authority and the employee setting forth the conditions for use of the premises.

L. Employee shall be responsible for any tax consequences that may apply as a result of using such housing unit for nominal costs, in return for providing the services noted in Number 1,

above. The Housing Authority will issue an IRS 1099 form to the employee along with his/her IRS W2 form to report the value of the in-kind rent reduction provided for herein. While the Housing Authority will not make periodic tax deductions the employee may make volunteer adjustments to his/her income tax withholding.

- M. Employees who are required by the individual Housing Authority program to live in the Housing authority facilities shall be exempt from this policy, but may be governed by Board or Federal policies.

### **XXXI. TOOLS**

SCEA and Housing Authority agree to meet within 6 weeks of adoption of this agreement to jointly revise the tool policy. Housing Authority will furnish all tools.

### **XXXII. SHOP STEWARDS**

The SCEA shall have the right to establish shop stewards for the General Unit according to the following conditions.

- A. The SCEA agrees to notify the Housing Authority Executive Director of the names, classifications and departments of their stewards, which shall not exceed two (2) in numbers. SCEA shall immediately inform the Executive Director of the Housing Authority of any changes in the original list and provide an update by name, department and classification.
- B. A reasonable amount of time will be granted the worker and the steward to handle initial grievance and appeal procedures. The parties agree that in handling grievances, the worker and the steward will use only the amount of a time actually necessary. The Housing Authority is not responsible for any travel, overtime or other miscellaneous cost resulting from the exercise of this right.
- C. If a worker wishes to discuss a grievance or appeal on Housing Authority time with a designated steward, the worker shall be allowed an opportunity within a reasonable amount of time to verify if the designated steward is available to be seen. If the steward is present and available, the worker shall complete a "grievance release form" and submit it to the immediate supervisor prior to meeting with the steward. Such release form shall only contain the worker's name, classification title, steward's name and work location of steward, time left, date, and upon return, the worker shall note the time returned on the form. The supervisor shall maintain a record of such request. The supervisor shall determine if the employee can, because of work activity, be released at the time requested. If the employee is not released, the supervisor shall set an alternative time as soon as practical.
- D. Upon authorization of the immediate supervisor, a steward shall be released to perform the duties specified in this section. A steward shall sign in and out of the work area stating the time and date of leaving and returning and where the steward may be reached. In the event the steward is unable to be released by the immediate supervisor at the time requested, the supervisor shall arrange a release time as soon as practical thereafter.
- E. With prior approval by the Executive Director of the Housing Authority, SCEA may use an available office or training room for Shop Steward training.
- F. The Housing Authority and SCEA have agreed on a steward release form including release procedures. A copy of the form is attached hereto as Appendix D.

- G. The SCEA will equally distribute steward workload amongst stewards so as to avoid overburdening any one steward(s). Stewards are responsible for the full and timely completion of their Housing Authority work assignment.

\*\*This is a trial period for the duration of MOU.

### XXXIII. UNIFORM POLICY

#### Purpose

To establish a written understanding regarding the Housing Authority financial commitment toward the purchase of uniform apparel, uniform appearance standards and the responsibility for the care of uniform apparel by employees required to wear a designated uniform. The provisions of this agreement primarily apply to maintenance, housing inspectors and grounds staff. However, the Housing Authority Executive Director may designate positions in other departments as eligible to participate under the terms of this agreement.

#### Uniform Allowance

- A. Each full-time Housing Authority employee required to wear a uniform will be provided with a credit allowance of up to \$350.00 for uniforms each year. Employees will be able to purchase their logo apparel through the Housing Authority approved vendor and the cost of those items selected by the employee will be individually tracked and deducted from each employee's \$350.00 credit allowance.
- B. Employees covered by this agreement may at their own expense purchase additional authorized uniform apparel.
- C. Authorized uniform apparel will be primarily purchases twice a year (or as needed) through the Housing Authority Executive Director or his/ her designee during the months of May and November since the bulk orders will reduce per item cost and allow affected employees to purchase more items with available funds. Purchases at other times during the year must be coordinated with the Housing Authority Executive Director or his/her designee.
- D. All purchases must be for approved apparel and will be counter-signed by the Housing Authority Executive Director or his/her designee and costs will be tracked individually by the Finance Department.

#### Designated Uniform Apparel

Employees must select uniform apparel from the following list of items:

- A. Embroidered name on right side, logo on left side of long or short sleeve shirt.
  - a. Full button up work style shirt with two button pockets one on each side of the chest. The style will be Corner Stone or Cintas Comfort flex 65% Polyester, 35% Cotton
    - i. Short-Sleeved
    - ii. Long-Sleeved

- iii. Employees may purchase up to four shirts annually
- B. Screen Print T-Shirts w/name on right side, screen logo on left side of short or long sleeve.
- i. Shirts may be purchased in the following colors: dark green, gray or ash 6.1 oz w/pocket on front left chest (brand Port and Company or equal)
  - ii. Employee may purchase up to eleven T-Shirts annually.
- C. Fleece Vest or long sleeve or ¼ zip/ 10 oz. Hooded/non-hooded sweatshirt or full zip up style w/Embroidered logo on left and name on right side
- a. Must be purchased through Housing Authority vendor and in the color (dark green, charcoal, black or grey)
  - b. Employees may purchase up to two of either (Fleece) and (hooded sweatshirt or zip up style) annually.
- D. Jacket w/ Embroidered logo on the left and name on the right side
- a. Must be purchased through Housing Authority vendor and in a dark color (dark green, charcoal, or gray or approved color)
  - b. Employees may purchase up to one jacket annually.

#### Wearing, Care and Maintenance

- A. Uniforms shall be worn at all times while employees are on duty. Uniform apparel should not be worn while the employee is off duty, except during a reasonable timeframe either before or after the employee's normal work schedule.
- B. Uniform apparel shall be neat and clean at the start of each work shift. It shall be the responsibility of the employee to wash, clean and maintain all uniforms. In spite of the employee's obligation to maintain a clean and presentable uniform, the Housing Authority agrees that should a uniform item of apparel become damaged beyond repair due to work performed by the employee, such employee will be credited with sufficient funds to replace the damaged item.
- C. Appropriate non-uniform clothing may be worn when attending Housing Authority sponsored training, schools, meetings, luncheons, workshops, etc. when approved or directed by the Housing Authority Executive Director or his/her designee.

#### Termination of Employment

When the employment relationship is terminated between the employee and the Housing Authority, the terminated employee is required to return all uniform items to their immediate supervisor no later than the date of termination or other date mutually agreed-upon between the employee and his/her supervisor. This includes identification badges issued to the employee.

## XXXIV. DRUG AND ALCOHOL POLICY

### A. POLICY

The Housing Authority has a strong commitment to the health, safety and welfare of its employees and its customers. Widely available statistics and information establish that the incidence of drug and alcohol abuse is increasing and that the effect is devastating to lives, business and the community at large. Our commitment to maintaining a safe and secure workplace requires a clear policy relating to the detection and prevention of substance abuse by employees. The Housing Authority's policy is to provide a workplace that is free from the illegal manufacture, distribution, dispensation, possession, sale and use of illegal and the miss use of legal drugs. This document describes the current policy and practice of the Housing Authority and will be interpreted, administered, and amended by the Housing Authority within its sole discretion. This policy covers all applicants (including rehires) and current employees (including temporary employees).

### B. PURPOSE

The purpose of this policy is to assure worker fitness for duty and to protect our employees and the public from the risks posed by the use of alcohol and prohibited or miss use of prescription drugs. This policy is also intended to comply with all applicable Federal and State regulations governing workplace anti-drug programs and other Federal rules and regulations as they apply to the Housing Authority as well as the California Drug Free-Work Place act of 1990.

### C. APPLICABILITY

This policy applies to all employees and contractors when they are on Housing Authority property or when performing and Housing Authority related business.

### D. PROHIBITED SUBSTANCES

"Prohibited substances" addressed by this policy include the following:

- i. Drug: Marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine; and other known and identified drug substances
- ii. The miss use of prescription drugs which may impair the motor skills or functions
- iii. Alcohol: The use of beverages or substances, including any medication, containing alcohol such that is present in the body at a level in excess of that stated in the regulations while performing company business is prohibited. "Alcohol" is defined as: the intoxicating agent in beverage alcohol, ethyl alcohol, or other low-molecular-weight alcohols, including methyl or isopropyl alcohol.

### E. PROHIBITED CONDUCT

Prohibited conduct addressed in this policy includes the following:

- i. Manufacture, Trafficking, Possession and Use: Any employee engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a prohibited substance on Housing Authority premises, in Housing Authority vehicles or while conducting Housing Authority business off the premises is absolutely prohibited. Violations will be subject to treatment or disciplinary action up to and including termination. Prohibited substances include the use of legally prescribed substances (barbiturates, amphetamines, morphine,

codeine, etc.). Any employee affected by this policy must report any medical use of controlled substance to his/her supervisory immediately.

- ii. **Impaired/Not Fit for Duty:** Any employee who is reasonably suspected of being impaired or not fit for duty due to the influence of a prohibited substance shall be removed from job duties pending the results of an investigation. Employees failing to pass a drug or alcohol test shall remain off duty and be subject to treatment or disciplinary action up to and including termination. A drug or alcohol test is considered positive (failed) if the individual is found to have a quantitative presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, or if the test is deemed to be adulterated or substituted. Employee may also be required to pass a Fitness for Duty Medical Examination prior to returning to duty. A drug or alcohol test is also considered positive (failed) if an employee refuses to submit to test. Failure to test may lead to disciplinary action up to and including termination.
- iii. **Alcohol Use:** No employee shall report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No employee shall use alcohol while on duty. No employee shall use alcohol within four hours of reporting for duty nor during the hours that he/she is on call. An employee with a breath alcohol concentration of 0.02 but less than 0.04 must remain off duty or be relieved from duty until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test. Violation of these provisions is prohibited and will subject the employee to treatment or disciplinary action up to and including termination from employment.
- iv. **Compliance with Testing Requirements:** All employees covered under 49 CFR Part 40 are subject to urine drug testing and breath alcohol testing. Any employee who refuses to comply with a request for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately and subject to termination of employment. Refusal can include an inability to provide a urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.
- v. **Treatment/Rehabilitation Program:** Employees will be afforded, at their own expense, an opportunity for treatment in accordance with the following provisions:
  1. **Positive Drug/Alcohol Test:** A rehabilitation program is available for employees who have tested positive for a "prohibited substance" or have been deemed a refusal to test as defined in this policy and by Federal Regulations. When recommended by the Substance Abuse Professional (SAP), participation and completion of the rehabilitation program is mandatory. Failure of an employee to attend and/or complete a prescribed program will result in termination from employment. Prior to return to duty, an employee must follow the

rehabilitation program recommended by the SAP and the program staff. The duration and frequency of follow-up testing will be determined by the SAP but will not be shorter than one year or longer than five years

2. Voluntary Admittance: Employees who feel they have a problem with drugs and/or alcohol may request voluntary admission to a rehabilitation program. Requests must be referred to the personnel Supervisor or his/her designee for review and referral to the rehabilitation program. Program costs will be paid by the employee. An employee failing to complete the program will be subject to termination from employment. An employee completing a rehabilitation program must pass a return to work drug/alcohol test and will be subject to follow up testing for up to 60 months following return to duty. A positive return to work test, post accident test, or reasonable suspicion test within the designated period (up to 60 months) will result in termination of employment. Failure to pass a drug or alcohol test for any other reason will be handled as a "positive test" as defined elsewhere.
3. Participants in the rehabilitation program may use accumulated sick leave, vacation, and floating holidays, if any.
- vi. Notifying Employer of Criminal Drug Conviction: Pursuant to the "Drug Free Workplace Act of 1988" any employee who fails to immediately notify the Housing Authority of any criminal drug statute conviction shall be subject to disciplinary action, up to and including termination.
- vii. The Housing Authority is dedicated to ensuring fair and equitable application of this substance abuse policy. Therefore, supervisors and managers are required to administer all aspects of this policy in an unbiased and impartial manner. Any supervisor or manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy with respect to his/her subordinates, shall be subject to disciplinary action, up to and including termination.

#### F. TESTING FOR PROHIBITED SUBSTANCES

Analytical urine drug testing and breath alcohol testing will be conducted when circumstances warrant or as required by federal regulations. All employees shall be subject to testing for reasonable suspicion, post accident and pre-employment.

Testing shall be conducted in a manner to ensure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities that have been approved by the US Dept. of Health and Human Services. All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40 as they relate to chain of custody testing methods and threshold standards.

The drugs that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). An initial drug screen will be conducted on each specimen. For those specimens that are positive, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40. The additional drug

specific tests will also be performed (for confirmation) if indicated: D&I Isomer testing for Methamphetamines and 6-AM testing for Opiates.

Tests for alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. An employee who has a confirmed alcohol concentration of 0.02 but less than 0.04 will be removed from his/her position for at least 8 hours unless a retest results in a concentration of less than 0.02. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy.

An employee who has a verified positive drug or alcohol test, an adulterated drug test, a substituted drug test or a refusal to test will be removed from his/her position, informed of educational and rehabilitation programs available, and given the option to be evaluated by a SAP at their own expense. Failure to take advantage of this option will result in termination.

The Housing Authority affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process.

#### 1. PRE-EMPLOYMENT TESTING

All applicants shall undergo urine drug testing prior to employment.

An applicant must have a negative test result. Failure of the drug test will disqualify the applicant from further consideration for employment for six months.

#### 2. REASONABLE SUSPICION TESTING

All employees will be subject to urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. The employee may also be required to take a Fitness for Duty Medical Examination provided by the employer. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances that are consistent with the long-term effects of substance abuse. Examples of reasonable suspicion include, but are not limited to the following:

- a. Adequate documentation of unsatisfactory work performance or on the job behavior.
- b. Physical signs and symptoms consistent with prohibited substance abuse
- c. Occurrence of a serious or potentially serious accident that may have been caused by human error
- d. Fights (to mean physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures

Reasonable suspicion determinations will be made by a supervisor who is trained to detect the signs and symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse.

#### 3. POST ACCIDENT TESTING

A driver must be tested on a post accident basis if one of the following occurs:

- a. If the accident involved a fatality.
- b. If the driver is issued a citation under State or local law for a moving traffic violation arising from the accident, if the accident involved:
  - i. Bodily injury to any person who, as a result of the injury, required immediate medical treatment away from the scene of the accident; or
  - ii. One or more motor vehicle incurred disabling damage as a result of the accident, requiring the motor vehicle to be towed from the scene.

Following an accident, the employee will be tested as soon as possible (optimally within 2 hours), but not to exceed eight hours for alcohol and 32 hours for drugs. Any employee involved in an accident must refrain from alcohol use for eight hours following the accident or until he/she undergoes a post-accident alcohol test. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to drug and alcohol testing will be considered to have reused the test and subject to termination.

#### 4. RETURN TO DUTY AND FOLLOW-UP TESTING

All employees who tested positive for a prohibited drug or alcohol, who have a substituted drug test, an adulterated drug test or who are deemed to be a refusal to test must test negative and be evaluated and released to duty by the SAP before returning to work. Employees will be required to undergo unannounced follow-up urine and/or breath alcohol testing following return to duty. The duration and frequency will be determined by the SAP. However, it shall not be less than 6 tests during the first 12 months, nor longer than 60 months in total, following return to duty. The costs for follow-up testing shall be borne by the Housing Authority.

#### 5. EMPLOYEE REQUESTED TESTING

Any employee who questions the results of a required drug test may request that an additional test be conducted. This test must be conducted at a DHHS certified laboratory other than the laboratory which performed the first test. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for this retest will be paid by the employee and reimbursed by the Housing Authority if the test result is negative. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40. The employee's request for a retest must be made to the MRO within 72 hours of notice of the initial test results. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

#### G. EMPLOYEE ASSESSMENT

All positive, adulterated, substituted or refusal to drug test or alcohol test requires evaluation by a SAP prior to return to duty by any current or future employee.

Any employee who received a verified positive test for the presence of illegal drugs or alcohol above the minimum thresholds set forth in 49 CFR Part 40 will be offered the option of assessment by a SAP. Failure to take this option will result in termination. A SAP is a licensed physician psychologist, social worker, employee assistance professional or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol related disorders. The SAP will evaluate each employee to determine

what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

If an employee is returned to duty following rehabilitation, he/she must pass return to duty drug and/or alcohol testes and will be subject to unannounced follow-up testes for a period of one to five years, as determined by the SAP. The cost of any treatment or rehabilitation is borne by the employee. Employees may use accumulated sick leave, vacation and floating holidays, if any, to participate in the prescribed rehabilitation program.

**H. INCORPORATION OF NEW OR CHANGED REQUIREMENTS**

Notwithstanding anything in this policy to the contrary, this policy shall be construed to incorporate any changes required by any law, regulation, or directive that is adopted, amended or issued after the effective date of this policy, including applicable precedents under state and federal case law, pertaining to drug and alcohol testing and rehabilitation programs for employees performing safety sensitive functions.

**I. EMPLOYER CONTACT**

Any questions regarding this policy or any other aspect of the drug-free and alcohol-free program should contact Administrative Assistant Jennifer Ruiz at (530) 671-0220 extension 122.

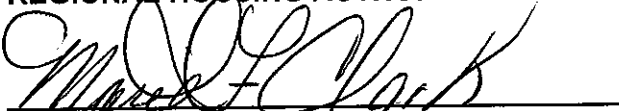
**XXXV. ADOPTION**

It is agreed that the MOU is of no force or effect until ratified and approved by the Board of Commissioners of the Housing Authority and the SCEA members employed by the Housing Authority.


**XXXVI. SAVINGS CLAUSE**

Should any portion of this MOU or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidity or such portion of the MOU shall not invalidate the remaining portion hereof, and they shall remain in full force and effect. The Housing Authority and SCEA agree to meet and confer concerning any provision of this MOU declared invalid or unconstitutional by a court of competent jurisdiction

**SUTTER COUNTY EMPLOYEES' ASSOCIATION, LOCAL #1 FOR  
REGIONAL HOUSING AUTHORITY EMPLOYEES' BARGAINING UNIT**

  
MARIE F. CLARK, BUSINESS AGENT

DATE: 6-24-2011

  
TOM GOODWIN, SUPERVISING MAINTENANCE  
MECHANIC

DATE: 6/24/2011

  
JENIFER BOBADILLA, HOUSING SERVICES  
PROGRAMS SPECIALIST

DATE: 6/24/2011

  
WAYNE MIERS, MAINTENANCE MECHANIC I

DATE: 6-24-11

  
JOHN GUANZON, DEVELOPMENT AND  
REHAB SPECIALIST

DATE: 6-24-11


**REGIONAL HOUSING AUTHORITY**

  
LINDA J. NICHOLS, EXECUTIVE DIRECTOR

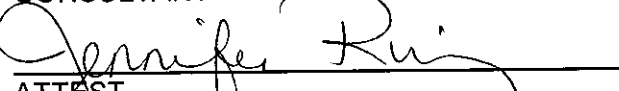
DATE: 6/24/2011

  
DIANE HODGES, CHAIRPERSON OF THE BOARD

DATE: 6-24-2011

  
PATRICK CLARK, LABOR RELATIONS  
CONSULTANT

DATE: 6/24/2011

  
ATTEST

DATE: 6/24/2011

**APPENDIX A**

**Salary Schedule – Maintenance April 1, 2001-March 31, 2013**

## **APPENDIX B**

### Tool Policy

**Appendix C**

**Personal Vehicle Usage Form**

**Appendix D**

**Employee Representation Release Time Record**

Regional Housing Authority Serving Sutter and Nevada Counties  
 Employee Salary Schedules  
 April 1, 2011-March 31, 2013  
 2%

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	L-I	L-II
<b>Supervising Maintenance Mechanic</b>							
4/1/11-3/29/13	1,720.87	1,806.91	1,897.26	1,992.12	2,091.73	2,196.32	2,306.14
3/30/2013	1,755.29	1,843.05	1,935.21	2,031.96	2,133.56	2,240.25	2,352.26

<b>Maintenance Mechanic II</b>							
4/1/11-3/29/13	1,490.87	1,565.41	1,643.68	1,725.86	1,812.15	1,902.76	1,997.90
3/30/2013	1,520.69	1,596.72	1,676.55	1,760.38	1,848.39	1,940.82	2,037.86

<b>Maintenance Mechanic I</b>							
4/1/11-3/29/13	1,354.78	1,422.52	1,493.65	1,568.33	1,646.75	1,729.09	1,815.54
3/30/2013	1,381.88	1,450.97	1,523.52	1,599.70	1,679.69	1,763.67	1,851.85

<b>Maintenance Worker</b>							
4/1/11-3/29/13	1,235.81	1,297.60	1,362.48	1,430.60	1,502.13	1,577.24	1,656.10
3/30/2013	1,260.53	1,323.55	1,389.73	1,459.21	1,532.17	1,608.78	1,689.22

<b>Lead Groundskeeper</b>							
4/1/11-3/29/13	1,359.45	1,427.42	1,498.79	1,573.73	1,652.42	1,735.04	1,821.79
3/30/2013	1,386.64	1,455.97	1,528.77	1,605.20	1,685.47	1,769.74	1,858.23

<b>Laborer</b>							
4/1/11-3/29/13	1,192.18	1,251.79	1,314.38	1,380.10	1,449.11	1,521.57	1,597.65
3/30/2013	1,216.02	1,276.83	1,340.67	1,407.70	1,478.09	1,552.00	1,629.60

<b>Accounting Assistant</b>							
4/1/11-3/29/13	1,397.36	1,467.23	1,540.59	1,617.62	1,698.50	1,783.43	1,872.60
3/30/2013	1,425.31	1,496.57	1,571.40	1,649.97	1,732.47	1,819.10	1,910.05

<b>Account Clerk</b>							
4/1/11-3/29/13	1,247.75	1,310.14	1,375.65	1,444.43	1,516.65	1,592.48	1,672.10
3/30/2013	1,272.71	1,336.34	1,403.16	1,473.32	1,546.98	1,624.33	1,705.54

<b>Housing Services Programs Specialist</b>							
4/1/11-3/29/13	1,589.64	1,669.12	1,752.58	1,840.21	1,932.22	2,028.83	2,130.27
3/30/2013	1,621.43	1,702.50	1,787.63	1,877.01	1,970.86	2,069.41	2,172.88

Regional Housing Authority Serving Sutter and Nevada Counties  
Employee Salary Schedules  
April 1, 2011-March 31, 2013  
2%

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	L-I	L-II
<b>Family Self Sufficiency Coordinator</b>							
4/1/11-3/29/13	1,445.18	1,517.44	1,593.31	1,672.98	1,756.63	1,844.46	1,936.68
3/30/2013	1,474.08	1,547.79	1,625.18	1,706.44	1,791.76	1,881.35	1,975.41

<b>Housing Inspector</b>							
4/1/11-3/29/13	1,445.18	1,517.44	1,593.31	1,672.98	1,756.63	1,844.46	1,936.68
3/30/2013	1,474.08	1,547.79	1,625.18	1,706.44	1,791.76	1,881.35	1,975.41

<b>Eligibility Specialist</b>							
4/1/11-3/29/13	1,317.84	1,383.73	1,452.92	1,525.57	1,601.85	1,681.94	1,766.04
3/30/2013	1,344.20	1,411.40	1,481.98	1,556.08	1,633.89	1,715.58	1,801.36

<b>Eligibility Clerk</b>							
4/1/11-3/29/13	1,125.21	1,181.47	1,240.54	1,302.57	1,367.70	1,436.09	1,507.89
3/30/2013	1,147.71	1,205.10	1,265.35	1,328.62	1,395.05	1,464.81	1,538.05

<b>Apartment Manager</b>							
4/1/11-3/29/13	1,307.86	1,373.25	1,441.91	1,514.01	1,589.71	1,669.20	1,752.66
3/30/2013	1,334.02	1,400.72	1,470.75	1,544.29	1,621.50	1,702.58	1,787.71

<b>Receptionist/Cashier</b>							
4/1/11-3/29/13	1,005.92	1,056.22	1,109.03	1,164.48	1,222.70	1,283.84	1,348.03
3/30/2013	1,026.04	1,077.34	1,131.21	1,187.77	1,247.15	1,309.52	1,374.99

<b>Senior Development &amp; Rehab Specialist</b>							
4/1/11-3/29/13	1,901.57	1,996.65	2,096.48	2,201.30	2,311.37	2,426.94	2,548.29
3/30/2013	1,939.60	2,036.58	2,138.41	2,245.33	2,357.60	2,475.48	2,599.26

<b>Development &amp; Rehab Specialist</b>							
4/1/11-3/29/13	1,731.96	1,818.56	1,909.49	2,004.96	2,105.21	2,210.47	2,320.99
3/30/2013	1,766.60	1,854.93	1,947.68	2,045.06	2,147.31	2,254.68	2,367.41

<b>Program Assistant</b>							
4/1/11-3/29/13	1,247.22	1,309.58	1,375.06	1,443.81	1,516.00	1,591.80	1,671.39
3/30/2013	1,272.16	1,335.77	1,402.56	1,472.69	1,546.32	1,623.64	1,704.82

<b>Housing Analyst</b>							
4/1/11-3/29/13	2,147.68	2,260.72	2,379.71	2,504.96	2,636.80	2,768.64	2,907.07
3/30/2013	2,190.63	2,305.93	2,427.30	2,555.06	2,689.54	2,824.01	2,965.21

Personal Vehicle Usage Form

- I. You must seek approval from the Executive Director or his/her designee to use a personal vehicle to conduct official business, and:
  - a. There must be no housing authority vehicle available, OR
  - b. The work destination is more than 50 miles from the Housing Authority main office.
  - c. Additional exceptions to the Vehicle Policy may be made by the Executive Director on a case by case basis.
  
- II. ***I hereby certify that***, whenever I drive a privately owned vehicle on Housing Authority business, I will have a valid driver license and proof of liability insurance in my possession, all person in the vehicle will wear safety belts and the vehicle shall always be:
  - a. Covered by at least the minimum liability insurance. Limits are currently \$15,000.00 for personal injury to or death of one person; \$30,000.00 for injury to or death of two or more persons in one accident; \$5,000.00 property damage. Vehicle Code Section 16020 requires all motorists to carry evidence of current automobile liability insurance in their vehicle.
  - b. Adequate for the work to be performed.
  - c. Equipped with safety belts in operating condition.
  - d. To the best of my knowledge, in safe mechanical condition as required by law.
  - e. I understand that the Federal Mileage rate I claim is full reimbursement for the cost of operation the vehicle, including fuel, maintenance, repairs and both liability and comprehensive insurance.
  - f. *I further certify that*, while using a privately owned vehicle on official business, all accidents will immediately be reported to the Housing Authority and in accordance with DMV policy.
  - g. I understand that permission to drive a privately owned vehicle on Housing Authority business is a privilege which may be suspended or revoked at any time.

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Executive Director

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Date

---

Employee Name (printed)

---

Employee Signature

---

Date



EMPLOYEE REPRESENTATION RELEASE TIME RECORD

Name of Steward/Employee Representative \_\_\_\_\_

\*\*\*\*\*

Employee Requesting Representation: \_\_\_\_\_

Reason:  Grievance       Discipline Appeal       Meet & Confer

Time of Representation: \_\_\_\_\_ to \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*\*\*

Employee's Supervisor: \_\_\_\_\_

Time of Request: \_\_\_\_\_

Release Time Approved: \_\_\_\_\_ to \_\_\_\_\_

Actual Release Time: \_\_\_\_\_ to \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*\*\*

Steward/Employee Representative Supervisor: \_\_\_\_\_

Time Request Made: \_\_\_\_\_ Date: \_\_\_\_\_

Time Granted: \_\_\_\_\_ to \_\_\_\_\_

Actual Time \_\_\_\_\_ to \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Steward/Employee Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

