

## Oakland Housing Authority SEIU Local 1021 Contract

TERM OF CONTRACT: July 1, 2022 – June 30<sup>th</sup>, 2025

The following is a list of changes to our current contract that were agreed upon during negotiations that took place between members of SEIU Local 1021 from Oakland Housing Authority and the Oakland Housing Authority's Management team. These changes reflect feedback from our members and insight gained from issues that arose throughout the term of our previous contract. The negotiation team feels that these developments will sustain the high level of care, commitment and support our members provide to our clients and community throughout the term of this contract. **The negotiation team recommends a YES VOTE.**

### Voting

**Monday, November 28, 2022**

*Between 4-7pm*

*100 Oak Street, Oakland, CA 94607*

### Benefits

**Sick leave usage:** Add to Administrative Contract

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

**Tuition Reimbursement:** Increased for Administrative MOU, currently no cap in Maintenance MOU

~~A maximum total of \$2,500 shall be allocated per fiscal year to the Local 1021 bargaining unit (for Housing Assistance Representatives, Assistant Property Administrators & Housing Eligibility Specialist for tuition reimbursement.~~ **\$5,500 shall be allotted per fiscal year to the Local 1021 bargaining unit for APA/HAR/HES.**

The Authority shall **use this allotment to** reimburse employees for tuition expenses ~~up to a total of \$500 per year~~ incurred in connection with attendance at classes offered by local colleges and universities or any other applicable training institute, NAHRO Conference, workshop, symposium or seminar as follows:

**In the event that the \$5,500 allotment is exhausted, employees may continue to request reimbursement and shall be approved pending available funds in departmental and/or agency training budget.**

**Holidays:** Additional holiday added

Juneteenth

**Parking Reimbursements:**

The Authority agrees to provide a parking reimbursement of up to a maximum of ~~\$175~~ **\$185** per month to bargaining unit employees assigned to the 1619 Harrison, 1801 Harrison, 1805 Harrison, or 1540 Webster buildings who are incurring parking cost downtown. This reimbursement program shall be funded by a budget of \$155,000 annually. In the event that this budget is fully depleted, no further reimbursement shall be provided in that fiscal year. **In the event that the budgeted \$155,000 is not exhausted in each fiscal year, the reimbursable amount shall increase by \$10 per year, up to a maximum of \$205.**

## **Working Conditions**

**Telecommuting:** Add language

Telecommuting is defined as an arrangement where employees perform their work one or more days per week from an alternate work site, such as the employee's home, via the Authority controlled mobile devices and within all OHA Policies and requirements.

An employee whose duties can be performed from home may apply to participate in a telecommuting program. Which positions are able to participate in this program will be determined via Executive Director approval, and shall be considered a management right as stated in Section XVIII – Management Rights.

The Authority may end a telecommuting arrangement at any time, and an employee may request the exit the telecommuting program at any time. The Authority will respond to the applications for telecommute within 30 days. Telecommuting arrangements will not be denied or ended for an arbitrary or capricious reason.

Only employees without performance based discipline in the last twelve (12) months, and with a satisfactory or higher performance evaluation will be considered for telecommuting. Opportunities for telecommuting within a work group will be distributed equitably among eligible employees.

In the event a represented employee has a good faith belief that a telecommuting request is denied for an arbitrary or capricious reason, or that an existing telecommuting agreement was terminated for an arbitrary or capricious reason, the member may appeal the decision with the Human Resources Director.

**Relief in Higher Classification (RHC):** Retain original language, changes to paragraphs shown

1. Any employee who has been assigned by his/her supervisor, with the written approval of the Director of Human Resources, to assume and perform all the ordinary day to day duties and responsibilities of a position of higher classification shall be paid at the appropriate step in higher classification which will guarantee the employee a minimum salary increase of ten percent (10%) above his/her regular rate of pay or the entry step in the higher classification, whichever is greater.  
~~in addition to maintain their ordinary workload.~~

If the RHC is designated to fill a permanently funded position, the RHC may only be offered for a maximum of six months at a time. If there are multiple candidates for the RHC opportunity, the opportunity shall be ~~rotational~~ after **rotated every** six (6) months. An RHC appointment back-filling a permanently funded position may only be filled for (12) months. RHC appointments generated due to a personnel action may be extended based on the requirements of the original action. Failure of an employee to successfully pass probation may not be considered as a reason for extension. An RHC appointment back-filling a person that has accepted a management position should be filled with a permanent employee within 6 months. The rotational aspects of RHC extending beyond 6 months are due to back filling a permanently funded position open due to a leave; not a promotion out of the bargaining unit.

**Discipline & Discharge:**

~~The Authority shall begin investigations within 30 days of alleged incident. The Authority shall complete investigations within 3 months. If it is determined that any discipline is warranted, is shall either be referred back to the manager to begin progressive discipline or if the investigation determines that the conduct warrants more severe discipline the employee and the Union will be notified and the employee has the right to a Skelly Hearing. The employee will be notified of disciplinary action within a reasonable time (generally 30 days) after the Authority has completed any investigation and determined that discipline is warranted.~~

~~If it is determined that the complaint / incident is not valid all information of the complaint / incident shall not be included in the employee's personnel file.~~

~~Any party involved in an alleged incident shall not be allowed to investigate the complaint / incident.~~

**Safety Footwear:** Add language

The Authority agrees to reimburse employees up to three hundred dollars (\$300) per calendar year to offset the cost of purchasing safety footwear. Safety footwear must comply with the current safety standard. Parties agree that such reimbursement shall be allocated to the following classes:

1. Building and Grounds Workers
2. Landscape Workers
3. Crew Chiefs
4. HARs who are regularly performing inspections
5. Maintenance Mechanics

## 6. APAs

### **Workload:** Add language

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

Within thirty (30) days of the signing of this contract, the Authority shall begin the process to procure a third-party vendor to perform a workload assessment of all bargaining unit positions. The Union Business Representative, and Local 1021 Chapter President shall participate on the Request for Proposal Evaluation Panel. This assessment shall not directly result in any progressive discipline action.

Once this assessment is complete, the Authority shall meet and confer with the Union on workload standards for each position, including but not limited to unsatisfactory, satisfactory, and excessive workloads.

Workloads may be impacted by numerous factors, which may include seasonality, surge periods, staff shortages, increased demands, process improvements and efficiencies, or shifting priorities. Fluctuations in workload are normal and acceptable as long as they do not become excessive as is defined during the above mentioned meet and confer process.

### **Until such time as this assessment is completed:**

2. If an employee feels as if they cannot complete their workload, or if their workload is disproportionate to a similarly situated co-worker, the employee may request a meeting with their supervisor to discuss the topic. In order to have a productive discussion, the employee should come prepared to speak about why they feel the workload is unable to be completed, or disproportionate.
3. If the employee and the manager are unable to resolve the issue, the Authority agrees that the Union may request to meet and confer with the department Assistant Director and / or Director on the issue.
4. If a resolution is not reached at the Director level, a meet and confer may be requested with the Human Resources Director.

### **Unsafe Work Environment:** Add language

#### **Assault on employees**

In the event that a verbal or physical assault occurs, the Union agrees that bargaining unit members will move to a safe location and will immediately report the incident to their supervisor. A written statement will be submitted within 24 hours to their supervisor.

Upon written request of the Union, the Authority agrees to provide a report of verbal and/ or physical assaults as reported to the Human Resources Department, against OHA employees, and information on the department and classifications of any injured bargaining unit members.

An instance of a verbal or physical assault will not be grounds to define an assignment or work location as unsafe work.

**Provisional Employees:** Add language

The Authority shall not use paid or unpaid volunteers such as temporary agency employees, Project employees or Provisional employees to displace Bargaining Unit employees. The Authority shall not keep a budgeted position open for the purpose of reducing the number of budgeted positions.

Each month, the Authority will supply the Union a report, by department and work locations, of vacant budgeted positions.

In the event that a regularly budgeted position becomes vacant, the Authority will begin the hiring process within the six (6) months of the start of the vacancy. If management is not able to complete the hiring process within the six (6) month period, upon request, a meet and confer shall take place to discuss hiring issues. Job requisitions will be posted no later than three (3) months after the position becomes vacant.

No temporary or provisional employee backfilling a regularly budgeted position shall regularly exceed six (6) months of temporary employment in any bargaining unit classification. In the event that a project employment is needed to extend beyond six (6) months, the Authority will notify the Union of the reasoning behind this need, and provide a finite extension period. The Union will have the right to meet and confer on this extension.

**Joint Employer – Employee Relations Committee:**

The parties agree to establish **two** joint Employer-Employee Relations Committee for the purpose of exchanging issues of common interest. **One committee shall be dedicated to issues related to bargaining unit employees in Property Operations, and the other shall be dedicated to issues related to Leased Housing.**

Each committee shall meet on a **quarterly** basis, unless cancelled based upon mutual agreement by the parties. **The Employee and Labor Relations Manager (ELRM) will be responsible for scheduling all meetings.**

**A written agenda shall be required before the scheduling of each meeting. The ELRM will also be responsible for coordinating an agenda for the meeting via communication within the union Business representative and Chapter President or their designee, and the management teams of Property Operations and Leased Housing.**

**The ELRM, Union Business representative, Chapter President and department director shall attend each meeting unless they designate someone to attend in their place. Dependent upon the agenda for the meeting, both the Union and the management team shall each select a maximum of three additional attendees for the meeting.**

The parties further agree that these meetings do not constitute meet and confer sessions.

## **Layoffs:**

~~The Authority shall give no less than thirty (30) working days' notice to any employee facing layoff, Notice shall be in writing and shall contain the reason or reasons for the layoff and include a statement of rules regarding layoff lists and recall rights. The Authority shall also give no less than thirty (30) working days' notice to the Union regarding members who are facing a layoff. The Union will have ten (10) working days after receiving notice to request a meeting with the Authority to meet and confer on the necessity for, impact of, and alternatives to such layoffs.~~

1. The Authority shall notify the Union in writing at least sixty (60) days before the elimination and reduction of OHA service which has an impact on bargaining unit members' wages, hours, or working conditions. The parties shall begin to meet and confer concerning all issues relevant to the scope of representation within fifteen (15) working days of a request to meet and confer by the Union. Pursuant to this process, upon the request of the Union, the Authority will expeditiously provide in writing, all existing information concerning such a proposed service change.

### **40-Day Minimum Notice**

2. Any employee whose position is to be eliminated for any reason, including, but not limited to lack of funds or lack of work shall be notified, in writing, with as much advance notice as possible, but not less than forty (40) days prior to the effective date of the layoff, with the exception that if a special grant or special funding is unexpectedly terminated, the OHA shall provide notice to both the Union and the employee within ten (10) days of the Authority becoming aware of the grant or fund elimination.

### **Request to Meet & Confer**

3. Prior to any layoff, the Authority shall meet and confer upon the written request of the Union after receipt of a copy of the notice specified above, to consider any proposal(s) advanced as an alternative to layoff and / or on the impact of such layoff.

### **Minimum Notice for Displacements**

4. The Authority will provide no fewer than ten (10) business days' notice to employees who are subject to displacement due to layoffs.
5. In the event that the Authority deems it necessary to perform layoffs, the Authority agrees to meet and confer regarding temporary continuation of benefits and severance pay. Project and Temporary employees performing bargaining unit work shall be laid off before regular employees.

## **Personnel Files:**

Upon request employees shall be permitted access to their personnel file and will be allowed to make copies of any item therein. Upon request, letters of reprimand/**discipline** shall be purged from the official personnel file after a period of two (2) years from the date of the letter(s) of reprimand/**discipline** if there are no additional, similar or like written incidents resulting in a

reprimand/**disciplinary action** during that two-year period with the exception of matters where disciplinary action resulted from a statutory violation.

**Reassignment** Add language

The Authority agrees to the following reassignment processes:

1. In the event that a reassignment is an operational necessity, the Authority will notify all employees in the appropriate classification that a reassignment is needed. Employees will be given 72 hours to notify the Authority that they are interested in being reassigned. If more than one person volunteers for the reassignment, the employee with the most seniority shall be reassigned. If no employees volunteer, the least senior employee shall be reassigned.
2. In the event that a department director assesses the need for reassignments due to professional development or to balance team staffing, the Authority reserves the right to issue reassignment without consideration of seniority. If the employee or Union feels as if reassignment of this nature is done unfairly, the employee or Union may contact the department of Human Resources and request a review of the reassignment. The Director of Human resources or their designee shall meet with both parties to discuss and resolve the issue.
3. The Union Field Representative, Chapter President, and employee(s) will be given two (2) weeks' notice prior to the effective date of any reassignment and will be advised of the reason(s) for the reassignment. The Union or employee may request to discuss the reasons for the reassignment and any impacts on the bargaining unit.
4. Employees who are on probation or have been reassigned within the past 24 months shall not be subject to reassignment.

## **Non-Economic Changes:**

**Union Rights:** Add language

The Chapter President shall be notified on all communications between the Authority and the Union.

**Weingarten Rights:** Add language

The Supreme Court has ruled that an employee is entitled to have a Union representative present during any interview which may result in discipline. These are called your Weingarten Rights.

1. You must request that a Union representative be called into the meeting.
2. You must have a reasonable belief that discipline will result from the meeting.
3. You have the right to know the subject of the meeting and the right to consult your Union representative prior to that meeting to get advice.

Do not refuse to attend a meeting if a steward is requested but denied. The Union suggests you attend the meeting and repeatedly insist upon your right to have a Union representative present. If this fails, the Union suggests that you not answer any questions and take notes.

**Skelly Rights:** Add language

1. An employee subject to suspension or discharge, shall be entitled, prior to the imposition of that discipline or discharge, to a hearing and to the following:
2.
  - a. A notice of the proposed action; and
  - b. The reasons for the proposed discipline; and
  - c. A copy of the charges and the materials upon which the action is based; and
  - d. The right to respond, either orally or in writing, to the authority initially imposing the discipline.

The Skelly meeting shall be presided over by a management representative who is not in the same department of unit as the employee and not connected with the incident giving rise to the discipline. A representative from the Union as well as a Steward / chapter leader shall be present at all Skelly Hearings.

**No Discrimination:**

The Authority and the Union agree that they shall not discriminate against any employee or applicant for employment on account of race, color, political or religious creed, gender, sexual orientation, age, national origin, or marital or veteran status **or other protected categories under the law.**

## **Clarifications/Language Clean-up:**

**Management Rights:** Add language to Administrative Contract

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

**Crew Chief:** Add language back to Maintenance Contract, erroneously removed

The Crew Chief Classification shall receive One Dollar Sixty Cents (\$1.60) more at each step in the salary range than the salary for Building and Grounds Worker II classification. Any new hires into the Crew Chief Classification will start at Step A. On promotion actions, if the first step is not at least Five Percent (5%) above the employee's current salary, the employee shall be placed at the lowest step that provides a minimum of a five percent (5%) to their pre-promotion salary.



## **Grievance Procedure:** Remove step 4. Board of Adjustment

### ~~4. Board of Adjustment~~

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

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

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

## **Economic**

### **Wages:**

1. July 1, 2022: 6% increase across all positions (retroactive)
2. July 1, 2023: 5% increase across all positions
3. July 1, 2024: 5% increase across all positions

Equity Adjustments:

One-time increases for the following positions:

- Building and Grounds Worker II: 4.5%
  - Crew Chief and Landscape Workers will be subject to increases relatively per existing MOU language
- Maintenance Mechanic: 3%

Successful Voting Bonus:

In the event of a successful vote for this proposal by both SEIU and the Authority's Board of Commissioners prior to December 31, 2022, a \$2000 **NET** payment shall be issued to all represented employees.

**Longevity Premium:** Add to Administrative Contract

At the commencement of the 11<sup>th</sup> year of service, if an employee is at the top step of their pay range, their salary will be increased by \$1040 annually for salaried positions, and \$0.50 an hour for hourly positions. This increase will only occur once, but shall remain effective for the duration of the employee's tenure with the Authority.

**Bilingual Pay:**

If an employee is assigned to provide bilingual services in one (1) language, he/she will receive a Bilingual Premium Pay differential of ~~\$50~~ \$80 per pay period. If an employee is assigned to provide bilingual services in two (2) or more languages, he/she will receive a Bilingual Premium Pay differential of ~~\$65~~ \$100 per pay period.