

MEMORANDUM OF UNDERSTANDING

BETWEEN THE



**Oakland Housing
Authority**

HOUSING AUTHORITY OF THE CITY OF OAKLAND, CALIFORNIA

and



SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021

**ASSISTANT PROPERTY ADMINISTRATORS
AND HOUSING ASSISTANCE REPRESENTATIVES**

JULY 1, 2016 – JUNE 30, 2019

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE HOUSING AUTHORITY OF THE CITY OF OAKLAND, CALIFORNIA
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021

ASSISTANT PROPERTY ADMINISTRATORS AND HOUSING ASSISTANCE REPRESENTATIVES UNIT

By and between the Housing Authority of the City of Oakland, California, hereinafter referred to as the "Authority," and the Service Employees' International Union, Local 1021, for Assistant Property Administrators, Housing Assistance Representatives and Lead Housing Assistance Representatives hereinafter referred to as the "Union," and both collectively referred to as the "parties."

The parties, in the interest of standardizing conditions of employment on the properties coming under the jurisdiction of the employer, hereby agree to and adopt the following articles governing wages, hours, and other terms and conditions of employment for all employees in the bargaining unit consisting of as described in Appendix A of this Memorandum of Understanding.

SECTION I ■ RECOGNITION

The Authority hereby recognizes Service Employees International Union (SEIU), Local 1021 (formerly SEIU Local 790) as the sole and exclusive representative, within the scope of representation as described in Government Code Section 3500 et al (Meyers-Miliias-Brown Act), as amended, of all employees employed in the classifications of Assistant Property Administrators, Lead Housing Assistance Representatives and Housing Assistance Representatives.

All employees covered by this MOU occupy the positions in Appendix A. The duties and responsibilities of each classification are set forth in job descriptions maintained by the Authority which are available to employees and Union representatives upon request.

SECTION II ■ 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, as provided by law.

The Authority agrees not to discriminate against any employee because of membership in, or activities on behalf of, the Union. Union activities shall not interfere with the normal operation of the Authority.

The Authority is committed to providing employees with a work place free of sexual harassment.

SECTION III ■ UNION RIGHTS

A. Agency Shop

An employee hired in one of the classes included in the bargaining unit shall, as a condition of continuing employment with the Authority, within thirty (30) calendar days of employment, execute a payroll deduction authorization form as furnished by the Union, and thereby pay to the Union an initial fee equal to the regular initiation fee, and thereafter, a monthly service fee equal to the regular monthly Union dues; or, in the case of employees who certify that they are members of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, execute a payroll deduction authorization form as furnished by the Union, and thereby pay sums equal to Union dues, initiation fees, or service fees to a charitable organization from a list of at least three such organizations named by the Union and approved by the Authority.

Upon seven (7) days' notice to the Authority from the Union that an employee described above has failed to maintain membership in good standing or has failed to maintain current service fee payments or has failed to maintain charitable contribution payments, the Authority shall 1) counsel the employee on the employees' obligation under this provision, and 2) inform the employee that further failure to maintain the appropriate payments may subject the employee to discharge. The Union shall indemnify and save harmless the Authority, its officers, and employees from and against any and all losses, damages, costs, expenses, claims, attorney's fees, demands, actions, suits, judgments, and any other proceedings arising out of any discharge action resulting from this provision.

B. Current Membership List

The Authority shall supply the Union with a written notice of names and classifications of new employees, and the names of employees terminated, not later than the 10th day of the following month.

C. Payroll Deduction

The Authority will deduct the amount of Union regular and periodic dues and service fees and insurance premiums as may be specified by the Union under the authority of an authorization card furnished by the Union and signed by the employee. Said deduction, together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Union office.

D. Access to Employees

Union representative(s) shall be granted by the Department Director reasonable access, to the extent possible, to employee work locations, for the purpose of contacting members concerning business within the scope of representation. Such access shall not interfere with the operation of the department and shall not be unreasonably withheld.

E. Shop Stewards (Union Representatives)

The Union may appoint up to three (3) Union representatives who shall be allowed reasonable time from the performance of their duties during working hours without loss of pay, subject to prior approval by the immediate supervisor, to process grievances and to conduct union business within the scope of representation. The Union shall provide a current list of Union representatives regularly updated to the Authority. The Authority shall not unreasonably deny approval of time off to perform

duties under this section.

In addition, Union representatives shall be permitted to attend training sessions sponsored by Local 1021. Union representatives shall receive paid time off from work to attend the training sessions. Such training sessions shall not exceed three (3) full days per contract year. The content of the training shall be generally related to the provisions of the Memorandum of Understanding. The Union shall advise the Authority two (2) weeks in advance of the time and date of the training sessions.

F. Bulletin Boards

The Authority shall provide bulletin board space to the Union for the posting of Union notices.

G. Meeting Space

If time and availability permit, the Authority shall make available a conference room and other meeting areas for the purpose of holding union meetings during lunch periods. The Union shall give timely advance notice of such requests.

SECTION IV ■ WORK SCHEDULES

A. Work Hours

The workday for employees in the bargaining unit shall consist of 7.5 consecutive hours, exclusive of the lunch break.

B. Lunch and Break Periods

Employees shall be granted a sixty-minute lunch period. In addition, each employee shall be granted two rest periods of fifteen (15) minutes each per workday.

C. Overtime for all Classification Eligible for Overtime

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

D. Meal Allowance

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

SECTION V ■ VACATIONS

A. Vacation Accrual

1. Accrual Rates

Employees shall be allowed to take vacations according to the following schedule, subject to the approval of the Department Director, the time of which shall be determined with due regard to the employee's wishes and particular regard for department needs; provided, however, that no employee shall take vacation leave before such leave has been earned. An employee shall be eligible to take vacation after having been employed by the Authority for a period of six (6)

months. S/he will then be allowed to take the amount of vacation accrued, except that vacation taken shall normally not exceed the amount of vacation due such employee based on the employee's tenure with the Authority, as follows:

Full-Time Employee Vacation Accrual Rates

- a. During the first four (4) years of service, vacation shall accrue at the rate of 75 hours annually (2.885 hours per pay period).
- b. After completion of four (4) years of service, vacation shall accrue at the rate of 1¼ working days per month.
- c. After completion of 11 years of service, vacation shall accrue at the rate of 112.5 hours annually (4.327 hours per pay period).
- d. After completion of 19 years of service, vacation shall accrue at the rate of 150 hours annually (5.769 hours per pay period).

2. Maximum Accruals

Vacations may be accrued to a maximum of one years' accrual. No vacation credit shall be accumulated beyond this maximum, and no cash payments shall be made for any vacation credits beyond the applicable maximum. Maximum accrual shall be computed by combining an employee's rate of accrual in the current year and the immediately preceding year.

3. Pay Status for Vacation Credit

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

4. Breaks in Service

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

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

B. Vacation Usage

Scheduled vacation shall be taken in minimum increments of not less than one day. Vacation used to supplement exhausted sick leave may be taken in one-hour increments.

C. Sick Leave Supplement

Vacation may be used to supplement exhausted sick leave. In addition, if an employee is seriously ill during a scheduled paid vacation leave and provides verification from a treating physician confirming that the illness was commensurate with all or part of the scheduled vacation, such specific day(s) may

be charged to sick leave, at the Department Director's discretion. Approval shall not be unreasonably denied.

D. Payment Upon Separation from Employment

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

E. Schedules

Consistent with the efficient operation of the Authority, each employee shall be given a preference as to the time of his/her vacation period whenever possible. Conflicts between employees over requested vacation times shall be settled on the basis of seniority within the department.

F. Vacation on a Holiday

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

G. Vacation Cash-Out

After one full year of service, an employee is eligible, on an annual basis during the months of June and December to cash out vacation. During the first five (5) years of service, an employee may cash one-half (½) of his/her annual accrual up to a maximum of five (5) days. After completion of five (5) years of service, an employee may cash out one-half (½) the annual accrual up to a maximum of 7.5 days. After completion of twelve (12) years of service, an employee may cash out one-half (½) the annual accrual up to a maximum of nine (9) days. After completion of twenty (20) years of service, an employee may cash one one-half the annual accrual up to a maximum of ten (10) days.

SECTION VI ■ HOLIDAYS

A. Days Observed as Paid Holidays

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

Also, each employee shall be entitled to one-half (½) day off on the last scheduled work day prior to Christmas Day and on the last scheduled work day prior to New Year's Day.

In addition, Columbus Day (second Monday in October) shall be a floating holiday. The Authority will remain open for business on this day. Each year on Columbus Day, employees shall earn a floating holiday, which must be used by employees within one calendar year of that date. Use of the floating holiday shall be subject to advance approval from the Department Director and to operational needs. Approval shall not be unreasonably withheld.

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

B. Eligibility for Holiday Pay

To be eligible for holiday pay, an employee must be in full-paid status the scheduled work day before and the scheduled workday after the holiday.

SECTION VII ■ LEAVES

A. Sick Leave

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

1. Family Sick Leave – Kin Care

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

2. Sick Leave Accrual

Sick leave shall be accrued at the rate of eight (8) hours for each month of service. Each full-time employee shall be credited with one-half (½) day of sick leave for each completed payroll period. An employee must be on full paid status at least 3/4 of the payroll period in order to earn sick leave credit. An employee shall be entitled to use sick leave after one month of service. Sick leave may be accumulated up to a maximum of 150 days.

3. Employee Notification

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

4. Integration with Disability Insurance

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

5. Integration with Workers' Compensation Benefits

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

6. Holiday During Sick Leave

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

B. Bereavement Leave

1. Definition

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

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

The employee shall submit a leave request to his/her supervisor in writing for bereavement leave, stating name and relationship of deceased, time off requested, location of service, and date of return. If an emergency situation requires the employee to leave the area before submitting a written request, the employee is required to notify the supervisor by telephone or email prior to the employee's next scheduled work shift day.

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

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

C. Jury Duty Leave

Employees who are summoned to appear for jury duty shall notify his/her supervisor immediately upon receipt of such summons. Leave of absence with pay shall be granted to an employee who has been selected for jury duty, and from which s/he cannot be excused. An employee who serves on jury duty shall be paid his/her regular salary for the period of such duty, but except for transportation reimbursement, shall be required to turn over to the Authority fees received as payment for such jury duty.

D. Military Leave

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

E. Leave of Absence Without Pay

Leave without pay may be granted on the basis of one month's leave per completed year of service, up to a career total of (twelve) 12 months. Requests for leave without pay must be submitted in writing to the Department Director, who shall review the request and make a recommendation to the Executive Director. The Executive Director will approve or deny the request. Absences on approved leave without pay shall not be considered an interruption of service for purposes of determining appropriate vacation accrual rates or seniority.

SECTION VIII ■ PERSONNEL PROVISIONS

A. Probationary Period

Persons who are employed by the Authority in the classifications which comprise this negotiating unit shall serve a probationary period of six (6) months. During that period, the work of the probationary employee shall be monitored by his/her supervisor. A written performance evaluation shall be prepared within the employee's third (3rd) month of probationary employment, and at the beginning of the sixth (6th) month of his/her probationary employment. The contents of that evaluation shall be discussed by the probationary employee and the supervisor.

The probationary evaluation shall contain the supervisor's recommendation regarding permanent status for the employee. If permanent status is recommended and approved, the employee shall attain permanent status after completion of the sixth (6th) month of service.

If an employee's overall performance is rated meets minimum requirements or unsatisfactory, at the recommendation of the Department Director, the Executive Director may extend an employee's probationary period up to ninety (90) days in lieu of a probationary termination.

1. Separation During Probationary Period

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

2. Promotional Probationary Period

If an employee is promoted from Level I to Level II (Journey level) in the Housing Assistance Representative classification or Lead Housing Assistance Representative classification or to the Assistant Property Administrator classification and s/he does not successfully complete the probationary period, the employee shall be returned to his/her previous position at the same salary level held prior to the promotion.

B. Promotion Process

Upon completion of at least two (2) years of continuous service a Housing Assistance Representative I whose most recent regularly scheduled performance evaluation has achieved an overall rating specified as "Meets Requirements" or better shall be promoted to the position of Housing Assistance Representative II.

In addition, an employee who has been formally disciplined in writing in the previous nine (9) months will not be considered for promotion.

Evaluations shall be completed on time. Any unwarranted delays which affect promotions or merit salary adjustments, shall be retroactive.

C. Job Posting

The Authority shall post on bulletin boards all advertised vacant positions. Such job announcements shall be posted not less than five (5) working days prior to the closing date.

If a list of qualifiers has been previously established for a promotional position within the Leased Housing and Office of Property Operations Departments, and a vacancy occurs, all bargaining unit employees on the List of Qualifiers shall be notified in writing of the vacancy by the Director of Human Resources.

D. Selection Process

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

The Authority will, to the extent feasible, select an internal candidate to the Lead position. However, if the Authority does not identify an internal candidate, the Authority will select an external candidate to the Lead position.

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

E. Lateral Transfers

Written requests for lateral transfers may be submitted for any posted vacancies. Employees requesting such transfers shall be given consideration based on merit and ability. In the event more than one employee requests a lateral transfer for the same position, and merit and ability are determined equal, seniority may be used as a determining factor for selection.

F. Seniority

1. Definition

Authority seniority shall be the length of continuous service with the employer. Authority seniority shall be established from the original date of hire. Department seniority shall be the length of continuous service by an employee who is permanently assigned within the department by the Authority.

Department seniority shall be established from the original date of assignment to the department. The departments shall establish and maintain up-to-date seniority lists in the Human Resources Department.

2. Accrual

Seniority shall be retained, but shall not accrue, during any period of leave without pay. Seniority shall accrue for layoff purposes only for up to one year in the case of an employee on leave due to an industrial disability, or for up to ninety (90) calendar days when an employee is on leave without pay due to personal illness or injury.

G. Relief in Higher Classification

Employees shall not be required to perform duties on a regular basis outside his/her job description without compensation for relief in a higher classification.

Any employee assigned to a relief in a higher classification shall be compensated according to one of the two following provisions:

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 the 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. This provision shall apply in cases where the employee is expected to perform all the ordinary duties of the position in higher classification in addition to maintaining their ordinary workload.

2. Any employee who has been assigned by his/her supervisor, with the approval of the Director of Human Resources, to assume selected duties, as opposed to the full range of duties, of a higher classification and who, pursuant to such assignment, does perform those selected duties, shall be paid on a percentage differential which will reflect the additional duties assumed. The employee's Department Director shall recommend an appropriate percentage differential to the Director of Human Resources, who shall approve or modify the differential, as appropriate and consistent with Authority practice.

3. An employee shall receive relief in a higher classification commencing the first day of the assigned additional duties.

H. Job Description Change

Upon request, by either party, the Authority shall meet and confer with the Union regarding any

changes in job descriptions that impact upon wages. The Authority shall notify the Union of non-monetary changes in job descriptions.

I. Layoffs (including demotions in lieu of layoff)

1. Order of Layoff

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

a. Temporary Employees

All other employees shall be laid-off by classification, in inverse order of Authority seniority as follows:

b. Probationary Employees

c. Project Employees

d. Regular Employees

The Authority shall give no less than thirty (30) working days' notice to any employee facing layoff. Notice shall be in writing and shall contain the reason or reasons for the layoff and include a statement of rules regarding layoff lists and recall rights.

The Authority shall also give no less than thirty (30) working days' notice to the Union regarding members 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.

2. Seniority Bumping Rights

An employee with greater Authority seniority may bump an employee with less seniority in the same classification, or in a lower classification, in the same classification series. A temporary or project employee may not bump a regular permanent employee regardless of his/her seniority.

3. Reinstatement List

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

4. Recall from Layoff

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

employee has the required skills and qualification.

During the time the Authority shall make reasonable efforts to contact an employee eligible for recall before offering an available position to another person. Such effort shall include notification in writing by the U.S. Postal Service, to the last address of record

J. Outside Employment

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

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

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

K. 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 shall be purged from the official personnel file after a period of two (2) years from the date of the letter(s) of reprimand if there are no additional, similar or like written incidents resulting in a reprimand during that two-year period with the exception of matters where disciplinary action resulted from a statutory violation.

L. Temporary Employees

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

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

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

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

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

M. Performance Evaluation

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

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

N. Reassignment

A reassignment is defined as a lateral movement within the same classification, within the same department. Supervisors who desire to reassign an employee may do so with the approval of the department director.

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

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

SECTION IX ■ LABOR-MANAGEMENT COMMITTEES

A. Authority Wide Committee

The parties agree to establish a Labor-Management Committee for the purpose of discussing issues of mutual concern. The Union shall designate three (3) bargaining unit employees who shall be allowed release time to attend each meeting. The Committee shall meet quarterly or more frequently if mutually agreed. At least two (2) management employees and the Human Resources Director shall attend each meeting. The Union Business Representative shall be part of the Committee.

The parties agree that these meetings do not constitute meet and confer, collective bargaining, nor shall they address issues that fall under the MOU grievance process. To the extent possible, during each meeting, the Committee shall set the agenda for the next meeting and any agenda additions shall be provided to the Committee members as soon as possible and no later than two (2) days prior to the meeting.

The Committee shall be charged with reviewing and discussing issues of mutual concern around the Alternate Work Schedule (AWS) program.

B. Department Meetings

A quarterly meeting by department (departments of Leased Housing and Office of Property Operations) shall be held for the purpose of exchanging information and issues of common interest among bargaining unit staff, middle managers and the department directors. The meetings shall be mutually scheduled by the parties. Agenda items shall be set by bargaining unit members, and may include a variety of topics. The agenda shall be submitted to management at least one (1) week prior to

the scheduled meeting. The parties agree that these meetings do not constitute meet and confer sessions.

SECTION X ■ COMPENSATION

A. Salary Steps

1. A five-step salary range shall be maintained for each classification covered by this Memorandum, as contained in Appendix A, which is incorporated into and becomes a part of this Memorandum.

2. Upon completion of one year in permanent status and each year thereafter, the employee shall receive a merit salary adjustment to the next step in the range, provided s/he receives a satisfactory or better performance evaluation for that year.

3. In addition, the supervisor of an employee whose performance exceeds the requirements for the position may recommend to the Department Director that the employee receive a merit salary increase in advance of his/her completion of (12) twelve months of service at the current step of the salary range. The employee must have served at least six (6) months since receiving the previous merit salary increase. Additionally, a supervisor may recommend to the Department Director, after the completion of one full year of service, a two-step merit salary increase for an employee. Employees may not receive more than two (2) merit salary increases during any twelve-month period. A completed performance evaluation must accompany any recommendation by the supervisor. Recommendations for accelerated merit salary increases shall be reviewed and approved by the Director of Human Resources.

B. Cost-of-Living Adjustment (COLA)

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

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

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

C. Bilingual Premium Pay

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

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

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

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

SECTION XI ■ DISCIPLINE AND DISCHARGE

The Authority has the right to discipline and/or discharge employees for just cause. The Authority agrees to use progressive discipline. Coaching and counseling and verbal warnings shall be utilized before beginning the disciplinary process. The Union and the Authority recognize that in some situations under progressive discipline an employee's conduct may warrant more severe discipline.

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

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

A. Employee Acknowledgement of Documentation

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

indication of the employee's agreement with the document's contents.

B. Grievance of Discipline

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

C. Employee Assistance In-Lieu of Termination

If the Authority is considering termination of an employee for work-related behavior, which indicates a substance abuse or other personal problem, the Authority may refer such employee for counseling or other assistance in lieu of termination. The employee shall have the option of accepting or rejecting such offer of assistance. If the employee rejects the offer of assistance, the termination action shall proceed. The Authority may also require an employee to participate in drug screen tests if the employee's behavior on the job is indicative of a substance abuse problem.

D. Driving Record

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

1. May secure acceptable personal automobile insurance which specifically covers his/her use of Authority vehicles and which specifically names the Oakland Housing Authority as an additional insured (covered) party; or

2. Pay the excess premium expense for any automobile insurance, which the Authority may secure in order to insure the specific employee, in addition to the Authority's regular group policy.

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

SECTION XII ■ INSURANCE PLANS

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

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

A. Health Insurance

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

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

Effective January 1, 2019, agree to increase the employer contribution by the amount equal to the

increase to Kaiser Family Plan.

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

B. Dental Insurance

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

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

C. Vision Insurance

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

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

D. Life Insurance

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

E. State Disability Insurance

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

F. Long-Term Disability Insurance

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

G. Other Benefits

- Employee Assistance Program (EAP)

The Authority offers an Employee Assistance Program for employees to utilize as appropriate. Information regarding the EAP is available in the Human Resources Department.

- The Authority will continue to offer a Flexible Benefits Plan and a Commuter Check Plan.

SECTION XIII ■ RETIREMENT BENEFITS

A. Retirement Plans

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

The CalPERS retirement formula pay rate shall be based on a one-year final compensation (12 highest paid consecutive months) and 2%@55 years of age.

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

The employer shall pay seven percent (7%) of the employee's share of the ICMA retirement plan contribution.

Employees hired after October 22, 2012 as "classic" PERS members shall pay five percent (5%) of the seven percent (7%) CalPERS employee contribution.

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

B. Deferred Compensation

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

C. Retiree Medical Contribution

1. Effective January 1, 2017, the Authority will pay the health plan monthly premium contribution amount up to a maximum \$1,865.00 (Kaiser Family rate decreased for the 2017 plan year-no increase in contribution).
2. Effective plan year 2018 and after the PERS required Resolution has been adopted, the Authority will increase the employer contribution by the amount equal to the increase to Kaiser Family Plan.
3. Effective plan year 2019, the Authority will increase the contribution by the amount equal to the increase to Kaiser Family Plan.

D. Retiree Vesting Schedule for Medical Benefit

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

10 years	50%	16 years	80%
11 years	55%	17 years	85%
12 years	60%	18 years	90%

13 years	65%	19 years	95%
14 years	70%	20 years	100%
15 years	75%		

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

SECTION XIV ■ BENEFITS

A. Management Benefit Package

Exempt employees covered in this bargaining unit shall receive a Management Benefit Package. The package consists of a Nine Hundred Dollars (\$900.00) annual allowance which is credited to each eligible employee's account on the first paycheck issued each year (January) and which may be used during the employee's active employment for the following items:

1. Payment of employee's share of health insurance premiums;
2. For employees who are covered by the health plan, payment of the employee's uncovered health, dental and vision expenses;
3. Payment of employee's membership in professional associations and publications;
4. Payment of employee's expenses for tuition, fees, and books incurred in securing job-related continuing education;
5. Payment of employee's parking expenses; and
6. Other unscheduled items, as approved by the Executive Director.

Exempt employees shall request approval of expenses from the Management Benefit Package by submitting a Management Benefit Package form to the Director of Human Resources. Requests for payment of expenses shall be accompanied by supporting documentation. Parking expenses are paid on a monthly basis. Payments from the Management Benefit Package are included in the employee's next scheduled salary check.

Exempt employees newly hired or promoted in classifications within the bargaining unit shall be eligible to receive the Management Benefit Package on the date of hire or promotion. The total allocation for the first year of employment shall be pro-rated as appropriate.

B. Tuition Reimbursement

A maximum total of \$5,500 shall be allocated per fiscal year to the Local 1021 bargaining unit (for Housing Assistance Representatives and Assistant Property Administrators) for tuition reimbursement. The Authority shall 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:

1. The employee must submit a Tuition Reimbursement form, which includes the following information, to the Department Director in advance of attendance at the course:
 - Description of the course
 - Statement of fee
 - Description of relationship between course, employee's duties, and career goals within the Authority
 - Dates and times of attendance
2. The Department Director shall review the employee's request and forward the request to the Executive Director.
3. The Executive Director shall approve or disapprove the employee's request. The request shall not be unreasonably denied.

At the completion of the course, the employee shall present a tuition receipt and verification of completion to the Department Director. Satisfactory completion shall constitute a grade of "C" or better, or a pass. In the case where a grade is not given, an employee shall submit documentation to support completion. If an employee fails to satisfactorily complete a course, s/he may repeat the course and upon satisfactory completion shall be eligible for reimbursement. The Department Director shall forward this material to the Finance Department for reimbursement to the employee.

The Management Benefit Package does not have to be exhausted for an employee to be eligible for tuition reimbursement.

C. Administrative Leave

Employees covered in the bargaining unit that are exempt from the provisions of the Fair Labor Standards Act are not eligible to be paid overtime for any work performed in excess of the regular work day or work week. In order to recognize the fact that employees in this bargaining unit may perform such additional work, five (5) days of administrative leave shall be credited on the anniversary date of the employee's appointment to an exempt position in the bargaining unit.

SECTION XV ■ GRIEVANCE PROCEDURE

A. Definition

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

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

B. Right to Representation

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

C. Steps of the Grievance Procedure

1. Informal Discussion

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

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

2. Assistant Department Director

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

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

3. Department Director

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

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

4. Board of Adjustment

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

Director, in writing, for review.

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

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

4-A. Executive Director

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

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

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

5. Arbitration

Any employee, with concurrence of the Union, who wants to appeal the decision of the Executive Director, must request arbitration within thirty (30) working days of an unsatisfactory response from the Executive Director.

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

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

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

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

D. General Provisions

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

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

E. Employee Assistance in-lieu of Termination

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

SECTION XVI ■ HEALTH AND SAFETY

A. Safety Training

The Authority and the Union agree that health and safety are mutual concerns. The Authority recognizes its responsibility to promote safety standards on the job. Accordingly, the Authority will provide on-the-job safety training, as it deems appropriate. The Union shall encourage its membership to fully participate and support all safety training provided by the Authority. Each employee shall be required to fully comply with Authority safety standards, rules and regulations.

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

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

B. Safety Committee

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

1. Safety Practices

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

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

C. Unsafe Equipment/Conditions

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

D. Right to Refuse Unsafe Work

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

An employee who unreasonably refuses to perform work is subject to discipline. However, no such recommendation of discipline shall be implemented until a joint investigation has been conducted by a six (6) member committee. The committee shall be comprised of three appointed by the Union and three appointed by the Authority. This committee shall conduct a fact-finding investigation within five (5) working days of the date of the refusal to work. The report and recommendation regarding the appropriate course of action shall be submitted to the Authority.

The parties agreed to meet and develop a form to utilize for reporting unsafe work.

SECTION XVII ■ MISCELLANEOUS PROVISIONS

A. Fleetsafe Program

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

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

Any reported complaints or compliments received by the Authority will be considered confidential

information. As such, the Risk Management Officer will report the call to the Department Director or in his/her absence, the Assistant Director.

The Department will investigate the information and then review and discuss the call with the employee/driver.

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

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

B. Contracting Out

With regard to contracting out, it is agreed that the Oakland Housing Authority will notify the Union a minimum of ten (10) business days prior to the Board of Commissioners meeting where there is a request for action to be taken on a Request for Proposal ("RFP"). The Authority will provide the Union with the following information in writing of such matters that may affect employees in the bargaining unit:

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

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

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

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

C. Management Rights

Except as specifically modified or altered by the provisions of this Memorandum of Understanding, the Oakland Housing Authority retains all its rights, responsibilities, and powers without any other limitation.

D. No Strike/No Lockout

The Union shall not strike and the Authority shall not lock out employees for the duration of this Memorandum.

E. Separability Clause

This Memorandum of Understanding and all of the provisions hereof, as well as the provisions of any document or documents incorporated herein by reference, or of any recorded understanding reached under this Memorandum by the Union and the Authority, shall be subject to and conform to all applicable laws and regulations. Should any part or provision of this Memorandum be determined invalid by any decree of a court of competent jurisdiction, the invalidation of such portion of this Memorandum shall not invalidate the remaining portions thereof, and they shall remain in full force and effect. With respect to any invalidated provision, the Union and the Authority shall meet and confer on comparable or substitute provision(s) to meet the requirements of the law or applicable regulations.

SECTION XVIII ■ DURATION

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

SECTION XIV ■ SUCCESSORS AND ASSIGNS

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

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seal this 15th day of May 2017 in the City of Oakland, County of Alameda, and State of California.

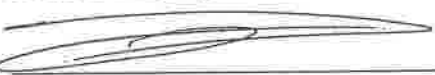
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HOUSING AUTHORITY OF THE CITY OF OAKLAND, CALIFORNIA:

 5-25-17
Patricia Wells

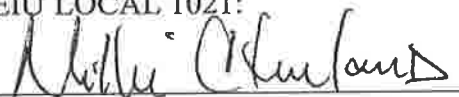

Andres Manriquez


Drew Felder


Michelle Hasan



Sonya Cobb

SEIU LOCAL 1021:


Millie Cleveland





James Butler


Lillie Brown


Clara Velasco


Pamela Thomas


John Stead-Mendez, Executive Director


Dana McPherson, Director

**APPENDIX A
 ASSISTANT PROPERTY
 ADMINISTRATOR
 HOUSING ASSISTANCE REPRESENTATIVES
 Hourly, Bi-Weekly & Monthly Salary Schedule**

3.5% Increase effective 7/1/16

STEPS

Classification (Codes)	A	B	C	D	E
Housing Assistance Rep I	29.76 2232.06 4836	30.54 2290.13 4962	31.31 2348.19 5087	32.07 2405.62 5212	32.89 2466.15 5344
Housing Assistance Rep II	33.69 2526.68 5474	34.57 2592.75 5618	35.48 2661.32 5766	36.37 2727.42 5909	37.27 2795.35 6056
Asst. Property Administrator	34.36 2577.21 5584	35.26 2644.60 5730	36.19 2714.55 5881	37.09 2781.96 6028	38.02 2851.26 6178
Housing Assistance Rep II	38.21 2865.75 6209	39.14 2935.55 6361	40.11 3007.81 6517	41.08 3081.31 6676	42.15 3161.59 6850
Lead Housing Asst Rep	38.21 2865.75 6209	39.14 2935.55 6361	40.11 3007.81 6517	41.08 3081.31 6676	42.15 3161.59 6850

*Grandfathered - June 27, 2005

**APPENDIX A
 ASSISTANT PROPERTY
 ADMINISTRATOR
 HOUSING ASSISTANCE REPRESENTATIVES
 Hourly, Bi-Weekly & Monthly Salary Schedule**

3.5% Increase effective 7/1/17

STEPS

Classification (Codes)	A	B	C	D	E
Housing Assistance Rep I	30.80 2310.18 5005	31.61 2370.28 5136	32.40 2430.38 5265	33.19 2489.82 5395	34.04 2552.46 5531
Housing Assistance Rep II	34.87 2615.11 5666	35.78 2683.50 5815	36.73 2754.46 5968	37.64 2822.88 6116	38.57 2893.19 6268
Asst. Property Administrator	35.57 2667.42 5780	36.49 2737.17 5930	37.46 2809.56 6087	38.39 2879.33 6239	39.35 2951.05 6394
Housing Assistance Rep II	39.55 2966.05 6427	40.51 3038.29 6583	41.51 3113.08 6745	42.52 3189.16 6910	43.63 3272.25 7090
Lead Housing Asst Rep	39.55 2966.05 6427	40.51 3038.29 6583	41.51 3113.08 6745	42.52 3189.16 6910	43.63 3272.25 7090

*Grandfathered - June 27, 2005

**APPENDIX A
 ASSISTANT PROPERTY
 ADMINISTRATOR
 HOUSING ASSISTANCE REPRESENTATIVES
 Hourly, Bi-Weekly & Monthly Salary Schedule**

3.5% Increase effective 7/1/18

STEPS

Classification (Codes)	A	B	C	D	E
Housing Assistance Rep I	31.88 2391.04 5180	32.71 2453.24 5316	33.54 2515.44 5450	34.35 2576.96 5584	35.23 2641.80 5724
Housing Assistance Rep II	36.09 2706.64 5864	37.03 2777.42 6018	38.01 2850.87 6176	38.96 2921.68 6330	39.92 2994.45 6488
Asst. Property Administrator	36.81 2760.78 5982	37.77 2832.97 6138	38.77 2907.89 6300	39.74 2980.11 6457	40.73 3054.34 6618
Housing Assistance Rep II	40.94 3069.87 6652	41.93 3144.63 6814	42.96 3222.04 6981	44.01 3300.78 7152	45.15 3386.78 7338
Lead Housing Asst Rep	40.94 3069.87 6652	41.93 3144.63 6814	42.96 3222.04 6981	44.01 3300.78 7152	45.15 3386.78 7338

*Grandfathered - June 27, 2005

SIDE LETTER - COMPRESSED WORK SCHEDULE (APA/HAR)

The parties agree to amend the Memorandum of Understanding to change the Oakland Housing Authority business hours and provide a 9/75 flexible schedule for employees employed in classifications represented by the union with the following provisions:

Employees will work a work period of 75 hours within two (2) work weeks. The schedule will be six (6) workdays consisting of eight and one-half (8.5) hours each day and three (3) workdays consisting of eight (8) hours. Employees will not be scheduled to work every other Friday (“Flex Friday”). The employee will have the option of selecting a thirty (30) minute or a sixty (60) minute lunch period. The work week will begin at the option of selecting a thirty (30) minute or a sixty (60) minute lunch period. The work week will begin at 12:01 p.m. on Friday and end at 12:00 noon the following Friday. The workweek is Monday through Friday.

The regular work hours will be 8:00 a.m. – 5:30 p.m. Monday, Tuesday, and Wednesday; and 8:00 a.m. – 5:00pm on Thursday and the working Friday with a 60 minute lunch period or 8:00 a.m. – 5:00 p.m. Monday, Thursday, and Wednesday; and 8:00 a.m. – 4:30 p.m. on Thursdays and the working Friday with a thirty (30) minute lunch period.

Employees may request to work a schedule to include a work period of 75 hours within two (2) work weeks as follows:

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

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

All hours worked in excess of the employees regular number of working hours per day 8 or 8.5 hours or 37.5 hours per work week will be compensated at the rate of one and one-half (1-1/2) times the employee’s regular rate of pay.

In the event any of the holidays listed in Section VI of the MOU fall on the Flex Friday, the previous

working day will be observed as the holiday.

Holiday pay, personal leave and bereavement leave will be paid for the full number of hours the employee is scheduled to work on that day. Accrual rates for sick leave remain at 7.5 hours monthly – ninety (90) hours annually. Accrual rates for vacation remain at working days defined as 7.5 hours providing annual accrual amounts of 75 hours to 150 hours based upon length of service.

The implementation date of the 9/75 flexible schedule will be determined by the Employer and will occur prior to April 1, 2017. The union will be notified at least two weeks prior to implementation.



Oakland Housing Authority

5-25-17

Date



Local 1021, SEIU APA/HAR Unit

5/5/17

Date

SIDE LETTER – ME TOO

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

HOUSING AUTHORITY OF THE CITY OF
OAKLAND, CALIFORNIA:



Patricia Wells

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 1021:



Millie Cleveland

5-25-17

Date

5/5/17

Date

SIDE LETTER - SALARY SURVEY

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

HOUSING AUTHORITY OF THE CITY OF
OAKLAND, CALIFORNIA:



Patriela Wells

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 1021:



Millie Cleveland

5-25-17

Date


5/5/17

Date

SIDELETTER – LABOR-MANAGEMENT COMMITTEE

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

HOUSING AUTHORITY OF THE CITY OF
OAKLAND, CALIFORNIA:



Patricia Wells

5-25-17

Date

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 1021:



Millie Cleveland

5/5/17

Date