

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE SAN FRANCISCO HOUSING AUTHORITY**  
**AND**  
**THE SERVICE EMPLOYEES' INTERNATIONAL UNION,**  
**LOCAL 1021 (MAINTENANCE GENERALIST I)**

**April 14, 2016 THROUGH April 13, 2017**

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## **PREAMBLE**

This Memorandum of Understanding (hereinafter "MOU") is entered into by the San Francisco Housing Authority (hereinafter "Authority") and the Service Employees' International Union, Local 1021 (hereinafter "Union"), The Authority and the Union (hereinafter "Parties") mutually acknowledge their commitment and obligation to provide the highest possible quality of service to the clientele of the Authority. In discharging this commitment, the Parties reaffirm their responsibility to deliver service in the most efficient, effective and courteous manner at all times. The Parties agree to comply with all applicable laws, including provisions of the *Meyers-Milias-Brown Act* and all administrative regulations promulgated by the Department of Housing and Urban Development (hereinafter "HUD"), including Authority policies, procedures and practices that are not inconsistent with this MOU.

## **ARTICLE 1 - EFFECT AND TERM OF AGREEMENT**

It is understood and agreed that the provisions of this MOU shall prevail over Authority practices and procedures and over State laws to the extent permitted by such law, and that in the absence of specific MOU provisions, such practices and procedures are discretionary with the Authority to the extent permitted by State law. In no instance will Authority policies and procedures require the Authority to confer upon covered individuals benefits greater than those specifically provided for under the provisions of this MOU. This MOU shall become effective April 14, 2016 upon adoption of the MOU by the Commission on its regular agenda in conformance with the Brown Act and ratification and shall remain in full force and effect through April 13, 2017.

## **ARTICLE 2 - SUPPORT OF AGREEMENT**

Except as otherwise provided for herein, the Parties agree to support this MOU for its term and neither will appear before the other to seek change or improvement in any matter subject to the negotiation process, except by mutual agreement of the Parties.

## **ARTICLE 3 - SEPARABILITY**

If any provision of this MOU is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event of suspension or invalidation of any article or section of this MOU, the Parties agree to meet and negotiate within sixty (60) days after such determination to arrive at a mutually satisfactory replacement for such article or section.

## **ARTICLE 4 - ZIPPER CLAUSE**

This MOU contains the full and entire understanding of the Parties regarding the matters herein and may only be modified in writing upon mutual consent of the Parties. The Parties

agree that all past practices, side letters and other understandings between the Parties, not expressly memorialized and incorporated into this MOU, shall no longer be enforceable.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

1. Except as otherwise provided herein, it is understood and agreed that the Authority retains all of its powers and exclusive rights to organize, direct, manage and control its operations to the fullest extent of the law, including but not limited to, the right to determine its organization; direct the work of its individuals; establish the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing these services; establish policies, goals and objectives; determine staffing patterns, including the number and kinds of personnel required; maintain the efficiency of Authority operations; build, move or modify facilities; determine and establish budgetary procedures and allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. Additionally, the Authority retains the right to classify duties, allocate positions to classes, hire, classify, assign, evaluate, promote, discipline and terminate an individual's employment.
2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Authority, the adoption of policies, rules, procedures, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this MOU; and then only to the extent such specific and express terms are in conformance with law. Should conflict occur between the provisions of this article and the provisions of other articles in this MOU, the provisions of the other article(s) shall prevail.
3. The Authority retains its right to amend, modify or suspend policies, procedures and practices referred to in this MOU in cases of emergency as provided in Public Contract Code Section 22050 and Government Code Section 3100 et seq. Any amendment, modification or suspension shall be for a period no longer than the length of the emergency.

## **ARTICLE 6 - REPRESENTATION & SECURITY**

1. The Union has been certified by the Housing Authority Commission as the exclusive representative for Maintenance Generalist I and Maintenance Generalist I Foreperson. This MOU applies to individuals in these classes who are employed in both the Maintenance and the Public Housing Management Programs. All individuals *covered* by this MOU on its effective date, who are Union members in good standing, shall remain so.
2. Regular dues and voluntary contributions by individuals to the Union's Committee on Political Education (COPE) will be deducted from union member paychecks in accordance with Authority procedures and upon voluntary written authorization by the member that is in accordance with the requirements of Section 300 of the California Labor Code. Dues deduction authorization may be revoked in the same fashion with a copy of such notice sent to the Union. All other legal and required deductions have priority over Union dues. Dues withheld by the Authority shall be transmitted to the designee identified in writing by the Union who is authorized to receive such funds. The

Authority shall charge no service fee for the deduction and transmission of such dues and the Union shall indemnify, defend and hold harmless the Authority against any claim or suit related to such activity. The Union shall refund any amount paid in error upon presentation of supporting evidence.

3. All individuals employed in the bargaining unit must as a condition of employment, become members in the local Union within 30 days of employment and remain in good standing.
4. The Authority shall not be required to discharge an individual pursuant to this article until notice by Certified Mail from the Union notifying the Authority of an individual's non-compliance has been served upon the Authority and at least forty-eight (48) hours after receipt has been allowed for compliance therewith.

### **ARTICLE 7 - UNION RIGHTS**

The Union's designated officers (Union Representatives and Stewards) shall have the following rights in addition to the rights contained in any other section of this MOU.

1. The right to job specifications, performance standards and rules of conduct that will enable the Union to fulfill its role as the certified representative of the individuals dispatched under this MOU.
2. The right to distribute this MOU to individuals dispatched to the Authority and to monitor MOU compliance which includes the right to visit the work sites with a 24 hour advance notice to management.
3. The right to hold meetings on an "as needed" basis with members; however, such meetings shall be held prior to or after normal working hours, whenever possible.
4. The Union shall be entitled to appoint a maximum of three (3) Stewards who are Maintenance Generalist Is, and who shall in addition to their normal work, be permitted to perform during working hours, Union duties that cannot be performed at other times. Such duties shall be performed as expeditiously as possible and the Authority shall allow Stewards a reasonable amount of time for the performance of said duties. The Union shall immediately notify the Authority in writing of each Steward appointment.
5. If desired, the Union shall be allowed access to a bulletin board at each work site where notices of meetings and other Union business may be posted.

### **ARTICLE 8 - WORK COVERED**

1. The work covered by this MOU includes the following:
  - a. Compile summaries of observed maintenance needs for the generation of maintenance Work Orders
  - b. Sweeps, scrubs, mops, waxes and polishes floors
  - c. Vacuums, shampoos and cleans rugs, carpets and walls by use of chemicals and cleaning solutions
  - d. Cleans, dusts and polishes cabinets, furniture and woodwork
  - e. Empties and cleans waste receptacles and ashtrays, and picks up papers, garbage and other rubbish

- f. Washes and cleans stairways, hallways, ceilings, walls, windows, shades, blinds, and light fixtures
  - g. May clean interior glass partitions and interior and exterior windows easily reached from floor or ground level
  - h. Cleans restrooms and replenishes related supplies; may perform minor duties in unplugging sinks and toilets and changing light bulbs
  - i. Moves and sets up furniture and equipment
  - j. Performs work within the immediate and adjacent areas of the buildings and entry ways
  - k. Turns on/out lights and unlocks/locks doors and windows in common areas, vacant units, or other areas as needed for maintenance or resident activities at assigned Developments
  - l. Operates scrubbers, buffers, waxers and related electrical maintenance equipment
  - m. Cleans auditoriums, laundries, social rooms and recreational areas.
  - n. Reports evidence of vandalism and broken plumbing, windows, doors, locks, or other problems with Authority property or equipment. Completes reports and maintains records as may be required
  - o. Moves garbage cans or bins or compactors for garbage pick up, clean garbage rooms, and clear stopped up garbage chutes
  - p. Vacant units
    - i. Trash vacant units as many times as needed
    - ii. Wash vacant units
    - iii. "Final" and prepare vacant units for new tenant move-in including stripping and waxing floors, cleaning stoves and refrigerators in senior buildings, washing interior windows and cleaning entire apartments
  - q. Cleans mold and mildew as directed
  - r. Performs other related duties as assigned
2. Work that is clearly delineated exclusively as bargaining unit work shall not be directly performed by individuals in other bargaining units.
- a. Work is considered exclusive to this bargaining unit if it is contained in the Maintenance Generalist I job description or set forth in this MOU and is not contained in any other job description or set forth in the Laborers MOU. The words "other duties as assigned" or their equivalent shall not be used to circumvent this contract provision.
  - b. The above language is intended to maintain the status quo in terms of the work that is exclusive Maintenance Generalist I work as of the effective date of this MOU.
  - c. Any disputes over the application of this paragraph will go to mediation with a mediator agreeable to both parties prior to invocation of the arbitration step of the grievance procedure.
3. With the exception of emergency situations, work directives given by the Maintenance Generalist I Foreperson take precedence over conflicting directives by a Property Manager.

## **ARTICLE 9 - NONDISCRIMINATION**

1. The Authority agrees not to discriminate against any individual because of membership in the Union or because of any activities on behalf of the Union. In any event, such activities shall not interfere with the normal operations of the Authority.
2. The Parties agree to support the principles of Equal Employment Opportunity and will obey all laws and regulations regarding discrimination against any individual or applicant for employment because of religion, race, color, national origin, age, sex, sexual preference, gender identity, marital status, disability or any other factors designated by state and/or federal law. The Authority will not, nor will the Union cause the Authority to, discharge or otherwise discriminate against any individual based on any of the above categories.

## **ARTICLE 10 - SAFETY & SECURITY**

1. The Parties agree that it is in the best interests to all concerned to provide a safe, secure, and healthy working environment. The Authority and the individuals covered by this MOU agree to abide by the safety standards established by the State Department of Industrial Relations and comply with the Occupational Safety and Health Act. If an employee in good faith believes that he/she is being required to perform work that would reasonably lead to serious physical injury or death, the employee or the Union shall notify a Housing Authority management representative immediately. The management representative will immediately investigate the situation. Pursuant to State and Federal law, no individual shall be required to subject himself/herself to hazardous or unsafe conditions.
2. To assure that health and safety hazards are handled in a timely fashion, except in cases of possible immediate injury, bodily harm or exposure to a serious illness, the following procedures shall be followed: (1) individuals shall report health or safety hazards to their immediate supervisor; (2) if the immediate supervisor is unable to abate the hazard, the matter shall be referred to the Authority's Director of Occupational Safety & Health who will meet with the individual and immediate supervisor regarding the matter; (3) if the matter cannot be resolved by the Authority's Occupational Safety & Health Director, it will be referred to that individual's immediate superior. The Employer intends to repair or replace hazards, within operational and financial limits.
3. To the extent that it is practical, individuals covered by this MOU shall be trained/certified in lead, asbestos, mildew and mold abatement. The Authority may train individuals in the cleansing and disposal of bodily fluids *that* may contain blood borne pathogens to the extent that such work is already being performed as of the effective date of this MOU.
4. From the ranks of individuals trained in the cleansing and removal of bodily fluids, the Authority may seek volunteers in seniority order to establish a pool of ten (10) individuals to perform such assignments that do not exceed the practice and scope of related tasks being performed as of this MOU effective date. Should no volunteers accept, the Parties agree to determine through the Labor/Management Committee provisions of this MOU, how such work shall be accomplished. Each individual performing such assignments shall be provided and required to wear proper protective equipment and clothing.
5. Adequate first-aid equipment shall be maintained and provision shall be made for the safety of individuals covered by this MOU. The Authority shall arrange for adequate and prompt transportation to a hospital or doctor for any individual who is injured on the job and who may require a doctor's care or hospitalization, or both. The Authority shall post

the names and addresses of the doctor and the workers' compensation carrier on the job-site.

6. Drug Testing shall be administered in accordance with the provisions in Article 22 and Appendix B.

## **ARTICLE 11 - LABOR / MANAGEMENT COMMITTEE**

The Parties agree to continue the Labor/Management Committee that will meet as mutually agreed to discuss employment conditions. The committee membership shall consist of no more than three (3) Union members who are Authority employees and no more than three (3) individuals selected by Authority. The Union may select additional individuals who are not Authority employees.

## **ARTICLE 12 - OUTSIDE CONTRACTING / COMPETITIVE BIDDING**

1. No routine work currently performed by SEIU Local 1021 bargaining unit employees shall be contracted out.
2. The Housing Authority shall not layoff current SEIU Local 1021 bargaining unit members or eliminate existing bargaining unit positions as a result of contracting out.
3. The Housing Authority shall not use contracting out to avoid paying wages comparable to SEIU Local 1021 employees or to avoid paying health benefits or other benefits.
4. The Housing Authority may contract out work necessary for dealing with emergencies or work of a limited duration where equipment or expertise is unavailable.
5. The Housing Authority may contract out the removal, containment, control, or treatment of mold and mildew.

## **ARTICLE 13 - NO STRIKES**

1. The Parties agree there shall be no strike, lockout or work stoppage by either party. The Union may withhold individuals from dispatch or picket the Authority for non-payment of wages or trust fund contributions. The curtailment of operations for business reasons shall be at the sole discretion of the Authority and shall not be considered a lockout.
2. The observance of the picket line of another organization sanctioned by the San Francisco Building & Construction Trades Council or the San Francisco Central Labor Council shall not be considered a violation of this article.

## **ARTICLE 14 - SELECTION & CLASSIFICATIONS**

### **1. Initial Hiring**

Upon faxed, E-mailed or phone notification by the Authority Human Resources staff, the Union shall expeditiously dispatch the requested classes and numbers of individuals to the Authority's Human Resources office for processing and hiring. If the Union is unable to dispatch or refer an individual to the Authority within seventy-two (72) hours not including weekends and holidays, the Authority may hire from another source.



## **2. Forepersons**

- A. Consistent with the provisions of this article, the Authority retains sole discretion for determining the number of Forepersons on staff.
- B. The Parties agree that the Lead Maintenance Generalist I class shall be abolished with those positions being converted to Foreperson and filled according to the provisions below, subject to the provisions of paragraph A. above.
- C. Foreperson "employment opportunities shall be posted in conspicuous locations for at least ten (10) days prior to the Authority making a selection decision. The Union shall be copied with all such notices. Foreperson selection and appointment shall occur from the Maintenance Generalist I ranks and shall take into consideration both seniority and qualifications. Selection and appointment is conditioned upon the individual having been a Maintenance Generalist I with the Authority for at least eighteen (18) months and having received at least a "Standards Achieved" rating on their latest performance evaluation. The Union shall be notified of all such appointments and compensation at the higher rate will begin on the first day that the individual begins to perform the higher-level duties.

## **3. Vacancies - Non-Promotional Opportunities**

- A. All Maintenance Generalist Is are considered to be a single class pool in administering the provisions of this section.
- B. Job assignment is defined as a job site, building or collection of sites or buildings that one Maintenance Generalist I is responsible for cleaning each week.
- C. The Authority has the right to add duties, or redefine job assignments at any time; however, if there is a major redefinition of the assignment(s), such assignment(s) shall be posted and awarded in accordance with the provisions of this section within thirty (30) days.
- D. When a vacancy occurs in any job assignment, for any reason, including an individual successfully bidding into a new assignment, the assignment will be posted by the Human Resources Office for 10 business days in conspicuous places and generally circulated among all Maintenance Generalist I staff to afford the opportunity to bid for the assignment. A copy shall be sent to the Union. A list of applicants who bid for the vacancy in accordance with the posted filing instructions shall be established by seniority in descending order.
- E. The most senior Maintenance Generalist I shall be awarded the assignment. Declination of the assignment will result in the next most senior applicant being awarded the assignment. Should no bidders accept the assignment, or should no one bid during the posting period, the least senior individual from the combined pool shall be placed in the assignment, or the Authority may request a new dispatch from the Union.
- F. The Authority shall have the grievable right to deny awarding the assignment to the most senior bidder once, but not more than once, in any three year period.

Such denial shall not be arbitrary and capricious and must be approved by the Executive Director, Deputy Executive Director, or designee. The Authority has the non-grievable right to exclude individuals from bidding if their personnel file contains any letters of reprimand or other disciplinary action dated within six (6) months preceding the vacancy.

#### 4. Resident Hiring

The Parties agree that every effort shall be made to recruit from the public housing resident and Section 8 population in recognition of the federal requirement that 25% of the Authority's work force consist of these individuals.

### **ARTICLE 15 - STATUS, SENIORITY & LAYOFF**

1. Individuals are on probationary status for the first sixty (60) calendar days of their employment and may be discharged during this period without cause and without recourse through the grievance procedure. At the Authority's discretion, workdays missed during this time may be added to the end of the probationary period.
2. Individuals who pass the sixty (60) day probationary period will accrue seniority from their initial hire date.
3. Seniority is defined as the length of continuous paid employment with the Authority. Seniority shall be retained, but shall not accrue during unpaid leaves of absence that exceed thirty (30) calendar days in length. Lay-off and re-hire shall be based on accrued seniority in accordance with these provisions.
  - a. For employees whose layoff became effective June 14, 2013: During the period June 1, 2013 through August 31, 2013, the Authority agrees to return to duty laid-off employees, in seniority order and on a one retired active employee for one laid-off employee basis, if an active employee retires from the Authority no later than close of business August 31, 2013. The employee who retires between June 1, 2013 and August 31, 2013, inclusive, shall also receive two weeks of pay, calculated at his/her regular hourly rate. The aforementioned additional two weeks of pay for employees who retire shall sunset close of business August 31, 2013.

The laid-off employee returned to duty shall be subject to the layoff limitations in Article 15.4. below.

#### 4. Layoff Limitations

- a. Between June 1, 2013 and March 31, 2014, inclusive, there will be no layoffs or layoff notices issued for employees represented by SEIU, Local 1021 Maintenance Generalist I Unit.
- b. Between April 1, 2014 and September 30, 2015, inclusive, there will be no layoffs or layoff notices issued for employees represented by SEIU Local 1021 Maintenance

Generalist I Unit unless (i) the FY 2014-2015 subsidy received from HUD is less the subsidy received in FY 2012-2013 (i.e., \$38 million); or (ii) there are worsening financial conditions (i.e., lack of funds) unrelated to the aforementioned HUD subsidy.

5. Lay-off shall be based on seniority as defined above, beginning with the least senior individual and ending with the most senior individual. Lay-off notice shall be in writing stating the reason(s) for lay-off. Individuals being laid off will be sent home at the close of business immediately following receipt of the written notice; however, their names will remain active on the payroll for three (3) additional days following their last day of work. Final paychecks will be distributed at the time of notice and will include the three (3) additional days pay. These provisions do not apply to individuals in the 60-day probation period.
  - a. In the event there are layoffs or layoff notices issued during the period April 1, 2014 through September 30, 2015, the Authority will provide severance to laid-off employees, based on the employee's rate of pay, as follows:
    - (i.) 5 weeks of pay for represented employees with less than or equal to ten (10) years of service.
    - (ii.) 10 weeks of pay for represented employees with more than ten (10) years of service.
    - (iii.) The severance provision described in 5.a.(i) and (ii) above shall sunset close of business September 30, 2015.
6. In accordance with the above seniority provisions, individuals who are laid off shall have re-hire rights to the class from which they were laid off for a maximum period of twelve (12) months following the employment termination date. These provisions do not apply to individuals in the 60-day probation period.

## **ARTICLE 16 - PERFORMANCE & DISCIPLINE**

1. The Authority reserves the right to establish performance standards for all classifications covered by this MOU. Any probationary individual who does not meet acceptable standards of performance shall be instructed to cease work and return to the Union Hall.
2. The Authority shall establish reasonable rules and regulations concerning the conduct and performance of individuals covered by this MOU. The Union and its Stewards shall be given two (2) weeks prior notice of the implementation of such rules and regulations. The standard Authority Performance Evaluation Factors are attached as Appendix C.
3. The Authority reserves the right to take appropriate disciplinary action including, the immediate dismissal of individuals for violation of the Rules of Conduct or failure to meet performance standards as outlined in Appendix C. Violation of the Rules of Conduct shall include, but not be limited to possession of intoxicants (including alcohol and drugs) on the Authority's premises; being under the influence of intoxicants (including alcohol and drugs) during working hours; insubordination; theft; falsification of records, including employment records, work records or time cards; gross negligence; dishonesty; fighting

or inciting others to fight on Authority premises or during working time; failure to possess or maintain a valid California driver's license, uninsurability by the Authority's insurance carrier or the inability to provide suitable transportation between work sites, if required by the specific position held by the individual (unless being addressed under the provisions of Article 18 of this MOU); unauthorized use of the Authority's property or vehicles; deliberate destruction of any property not belonging to the individual; concealment of defective work; sleeping on the job; failure to obtain prior written approval, which shall not be unreasonably denied, for maintaining a work closet/room, or maintaining such room in an unsafe fashion; failure to report to work for two (2) consecutive work days without notice to the Authority; and excessive tardiness. The Union shall not dispatch to the Authority individuals who have been discharged for cause. The Parties agree that the job assignment and transfers are not appropriate employee disciplinary measures.

4. The Parties agree that to the extent permitted by operational needs, assigned workloads among individuals covered under this MOU shall be as balanced and proportionate as practical. The Authority agrees that an individual's inability to perform a disproportionately heavy workload will not form the basis for providing an unfavorable annual performance evaluation or imposing discipline.

## **ARTICLE 17 - GRIEVANCE PROCEDURE**

The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.

### **1. Definition**

A grievance shall be defined as any dispute that involves the interpretation, application of, or compliance with this MOU. Grievances that proceed beyond step one of the process may be filed only by the Union. The Parties agree that the grievance procedure and arbitration are the sole remedy for resolving disputes that arise from this MOU.

### **2. Eligibility**

All members of the bargaining unit can use the grievance process as a method to resolve alleged violations of specific provision(s) of this MOU. The process is also available to the Union for the resolution of issues as prescribed under Definition above. The Union shall initiate the grievance process at Step Two.

### **3. Time Limits**

The time limits set forth herein may be extended or waived by mutual agreement of the Parties. Any such agreement must be confirmed in writing. For purposes of time calculation, a "day" is defined as a "working day"; thus, excluding weekends and holidays. Failure by the Authority to respond within the time limits at any level shall be implied as a negative response to the grievance and the Union shall have the right to proceed to the next level. Failure by the Union at any step in the process to adhere to specified time limits shall nullify the grievance and the right to grieve shall be waived and lost.

#### 4. Steps of the Procedure

The grievance procedure is a four-level sequential process. Except for grievances involving multiple individuals, all individual-initiated grievances must begin at Step One of the procedure. The step procedures set forth herein may be modified or waived by mutual agreement of the Parties. Any such agreement must be in writing.

##### A. Step One - Immediate Supervisor

Unless an individual has reason to believe that the immediate supervisor cannot or will not address their concern(s), he/she shall first attempt to resolve the alleged violation or dispute with his/her immediate supervisor. Not later than the tenth (10<sup>th</sup>) working day after an individual knew, or should have known, of the alleged violation, the individual and/or his/her representative shall memorialize in written form the grievance to the individual's immediate supervisor and, thereafter, explain orally the grievance to the individual's immediate supervisor. The supervisor shall memorialize in written form a decision and present it to the individual and/or her/his representative within seven (7) working days of receiving the grievance in written form. The Union shall initiate the grievance at Step 2 if there is reason to believe that the immediate supervisor cannot or will not address the concerns.

##### B. Step Two - Human Resources Director

If the alleged violation is not resolved informally with the immediate supervisor, the Union's authorized representative shall submit the grievance on behalf of the represented individual, in writing, to the Human Resources Director within seven (7) working days after receipt of the immediate supervisor's decision. Union-initiated grievances shall commence at this step in the process. The Union must file a written grievance with the Human Resources Director within seven (7) working days of the Step One decision. Employee or his or her representative may request a meeting at this level with Human Resources Director or designee. Such meeting must be scheduled within five working days from the date the grievance was submitted or such meeting shall be waived. The Human Resources Director or designee shall render a written decision setting forth the Authority's position within ten (10) working days after receipt of grievances at this level.

Skelly hearings involving disciplinary actions occur at this level, but are not subject to the filing time frames contained in these provisions.

##### C. Step Three A - Executive Director

If the response from the Human Resources Director is unsatisfactory to the individual and/or the Union, the Union may elevate the grievance to the Executive Director or designee within seven (7) working days after receipt of the Step Two decision. The Executive Director or designee may convene a grievance meeting within fifteen (15) working days with the Union and one (1) bargaining unit member in addition to the grievant. The Executive Director shall respond to the grievance within fifteen (15) working days of the meeting, or if

none is held, within twenty (20) working days of receipt of the appeal from the Step Two response. Grievances alleging improper dismissal must be filed in writing at Step Three, within seven (7) working days after such dismissal.

D. Step 3 B - Board of Adjustment

By mutual agreement of the Parties, as a prelude to arbitration, a Step 3 response that is unsatisfactory to the employee and/or Union may be appealed within seven (7) working days to a Board of Adjustment consisting two (2) Union representatives and two (2) Authority representatives. Representative selections cannot be challenged. A majority decision shall be final and binding on the Parties. A non-majority decision may be appealed as described below.

E. Step Four - Arbitration

If the Union is dissatisfied with the Step Three response, it may appeal by notifying the Human Resources Director, in writing, within fifteen (15) days of the Step Three decision or the non-majority Board of Adjustment decision, whichever is applicable, that arbitration is being invoked. The Parties shall select an arbitrator within fifteen (15) days of receipt of the Unions written notice of its intent to arbitrate.

F. Accelerated Grievance Procedure

In the event there is a dispute regarding the implementation or application of this MOU that immediately affects the Union or a substantial number of its members, and that will result in harm for which monetary relief would be an insufficient remedy, either party may request, and with agreement from the other party, may submit the grievance immediately to the appropriate level agreed to by the Parties thus, bypassing all lower levels. The Union must notify the Authority in writing of its intent to request use of the Accelerated Grievance Procedure within ten (10) working days after the Union knew or should have known of the alleged violation.

G. Arbitration, Arbitrators & Fees

1. The Parties agree that any arbitration decision will be binding on all parties.
2. The arbitrator shall be selected by mutual agreement of the Parties. If the Parties are unable to agree upon an arbitrator, they shall request a list of five (5) arbitrators from the California State Mediation and Conciliation Service, or the Public Employment Relations Board. Upon receipt of such list, the Parties shall alternately strike one (1) name from the list until one (1) name remains. The party striking the first name shall be determined by the flip of a coin.
3. Except when an agreement of the facts is submitted by the Parties, it shall be the duty of the arbitrator to hear and consider the evidence submitted by the Parties, make written findings of fact, and render a disposition that shall be final and binding on the Parties. The arbitrator shall have no power to amend this agreement or to recommend amendment.

- c. Effective the first full pay period after ratification by the Union and approval of a successor MOU by the Commission in accordance with the Brown Act, each temporary SEIU employee as of March 24, 2016 that is still employed at the time of this disbursement shall receive a one-time non persable stipend of \$500.00 minus applicable state and federal deductions in a separate check.

## **2. Foreperson**

Foreperson hourly wage rate shall be fifteen percent (15%) above the Maintenance Generalist I Step 5 rate.

## **3. Retirement**

The contract between the Authority and the Public Employee Retirement System (PERS) shall be maintained, as shall the contract between the Authority and the Social Security Administration. CalPERS determines the pension formula options and pensionability of salary elements.

- i. Classic Employees: For employees hired on or before December 31, 2012 by the Authority or employees hired who are considered classic members as defined by CalPERS, the Authority shall provide the 2% @ 55 formula offered by CalPERS. Each classic member of this unit shall contribute, through a payroll deduction of 7% of persable salary towards the mandatory employee contribution towards CalPERS.
- ii. New Employees (PEPRA): For new employees hired on or after January 1, 2013 as defined by CalPERS, the Authority shall provide the 2% @ 62 formula in conformance with the requirements of the California Public Employees' Pension Reform Act of 2013 (PEPRA) as amended. New PEPRA employees shall pay, through a payroll deduction 50% of the normal cost rate as determined and required by CalPERS.

## **4. Health & Welfare**

Health & Welfare contributions by the Authority shall be \$4.03 per hour from October 1, 2006 through January 31, 2007. Each February 1<sup>st</sup> thereafter, the Apartment Employers Trust Fund shall notify the Authority in writing of increases, if any, that are necessary to maintain the same level of coverage existing at the time this MOU was effected. The Authority's increased contribution toward the maintenance of health benefits each February 1<sup>st</sup> shall be the lesser of the increase reported by the trust fund or the average monthly dollar change identified in the immediately preceding CCSF Health Service Board "Ten County Survey." Hourly conversion shall be based on 173.33 hours per month.

## **5. Cleansing, Removal and Disposal of Bodily Fluids**

Individuals covered by this MOU who are duly certified and trained to perform duties relating to cleansing, removal and disposal of bodily fluids as described in Article 10,

4. Fees and expenses incurred for the arbitrator shall be borne equally by both parties. Fees and expenses incurred for a reporter shall be borne solely by the party requesting such service. If both parties agree to the reporter services, the fees and expenses shall be shared equally.

## **ARTICLE 18 - WORK CLOTHING, TOOLS, EQUIPMENT & DRIVERS LICENSE**

1. Within fifteen (15) days following initial appointment, the Authority shall provide two (2) sets of the required uniform items (2 long sleeve shirts, 2 t-shirts and 2 pants) that individuals must wear along with their photo ID badges during work hours. Each fiscal year thereafter, the Authority will continue to provide a total of three (3) additional sets of uniform items per individual, to be distributed on or about November 15<sup>th</sup> and May 15<sup>th</sup>.
2. The Authority shall provide inclement weather gear when and where conditions dictate.
3. The Authority shall provide necessary tools and equipment to perform the required work, including motor vehicles that are fully operational, in proper working order, and appropriately suited and equipped for the required tasks. This includes the use of trucks with power lifts if determined necessary to perform the assignment by both the Foreperson and their immediate superior. Individuals shall not bring to work, or be requested by the Authority to supply personal tools or equipment. Should an individual bring such tools to work, it is done so at the individual's peril.
4. The Authority shall provide each individual with a pager. The individual shall be responsible, at his/her own cost, for replacing lost pagers.
5. The Parties agree that the maintenance of a valid driver's license and insurability by the Authority's auto insurance carrier is an important element for successful job performance. The Parties acknowledge that individuals cannot legally operate Authority vehicles without a valid license. The Parties further agree that individuals suffering a revocation or suspension of their driver's license will immediately notify their Foreperson who will immediately notify his/her immediate superior so that appropriate actions can be taken, e.g. allowing the individual to ride with a licensed co-worker, if practical to do so. The Authority's decisions in these matters are discretionary and non-grievable.

## **ARTICLE 19 - WAGES & FRINGE BENEFITS**

### **1. Wage Adjustments**

- a. Effective the first full pay period in June 2016, each salary range in this bargaining unit shall be increased by 2%.
- b. Effective the first full pay period after ratification by the Union and approval of a successor MOU by the Commission in accordance with the Brown Act, each permanent SEIU employee employed as of March 24, 2016 that is still employed at the time of this disbursement shall receive a one-time non persable stipend of \$4,000.00 minus applicable state and federal deductions in a separate check.



paragraph 4 shall be compensated \$3.00 per hour above their normal hourly rate for the entire shift during which they perform such work.

#### **6. Bilingual Compensation**

Individuals who for at least twenty (20) hours per month, are required during their work to translate to and from a foreign language shall be paid a differential of forty dollars (\$40) per pay period. The Authority at its sole discretion may administer language proficiency tests and conduct annual utilization reviews.

#### **7. Truck Driving**

Individuals assigned and who perform truck-driving duties shall receive a differential of thirty dollars (\$30) per pay period.

#### **8. Education Allowance**

The Authority shall reimburse employees in this unit up to 100% of cost for tuition and books for all prior approved job-related courses successfully completed with a grade of "C" or better for undergraduate course work and a passing Grade of "B" or better for all approved graduate course work by full time regular employees with at least one year of SFHA service on active work schedules who are taking courses on their own time. A maximum reimbursement for all courses taken in any one calendar year is three thousand dollars (\$3,000.00). If such a course is available to an employee only during working hours, the Authority shall permit time off without loss of salary. Any disagreement as to whether or not a course is job-related shall be subject to the grievance procedure.

### **ARTICLE 20 - WORKDAY, WORKWEEK, OVERTIME & HOLIDAYS**

This article defines the normal hours of work and overtime provisions and shall not be construed as a guarantee of hours of work per day nor of days of work per week.

#### **1. Hours of Work**

The usual workweek shall be forty (40) hours, eight (8) hours per day, five (5) consecutive days, between 8:00 AM and 4:30 PM. The lunch period is from 12:00 noon to 12:30 PM.

#### **2. Overtime**

A. All overtime shall be approved in advance by, and reported to the immediate supervisor. All overtime pay, when timely recorded by the worker, shall be paid on the paycheck for the pay period in which the overtime was worked, unless the overtime is worked on the last three days of the pay period, in which case it shall be paid on the paycheck for the very next following pay period. If overtime pay is not received on the paycheck for the pay period as described above, the employee shall bring the issue to the Director of Public Housing Operations, who shall immediately remedy the situation.

B. Maintenance, Maintenance Generalist Is who work in excess of eight (8) hours in any one day or in excess of forty (40) hours in anyone week shall be paid at time and one-half. All work in excess of twelve (12) hours a day, on any day except a holiday, shall

be paid at double time. Work performed on the seventh consecutive day shall be paid at double-time. Work performed on holidays shall be paid two and one-half times normal pay. Maintenance, Maintenance Generalist Is shall receive a check for all overtime worked in an amount consistent with the overtime provisions of this MOU.

### **3. Call Back**

Maintenance, Maintenance Generalist Is shall receive a minimum of two (2) hours pay on any call back, subject to the overtime provisions of this MOU, if applicable. Call backs subsequent to the first, shall be paid at actual time worked in one half (1/2) hour increments, rounded to the next highest 30 minute increment and subject to the overtime provisions, if applicable. (e.g. 40 minutes is paid at one hour).

### **4. Second Shift**

The Parties agree that there may be an evening shift that will be staffed through the bidding process as described earlier in this MOU. The pay rate shall be ten percent (10%) above normal hourly rates.

### **5. Weekend Assignments & Rates**

In the event of weekend assignments, to the extent practicable, the Authority shall offer the most senior individuals the first right of refusal of such assignments. In the event of no volunteers, the least senior individual(s) shall be assigned. The parties agree that Saturday and Sunday regular pay rate shall be at ten percent (10%) above normal hourly rates, subject to overtime provisions, if applicable.

### **6. Rest Periods**

Each individual will be given a fifteen (15) minute break two (2) hours after the beginning of a work shift, and another fifteen (15) minute break after the established lunch period. In the event of emergencies, breaks can be taken at other times provided the individual obtains prior approval from the foreperson.

### **7. Meal Periods**

Meal periods are one half (1/2) hour, do not count as time worked, and are not compensable in any way.

### **8. Days Off**

The Authority agrees that individuals residing in a unit provided by the Authority shall have at least two (2) days off per week. In scheduling the days off, the Authority shall consult in good faith with the individual.

### **9. Flexibility of Work Hours**

The Union acknowledges that the Authority's objective is to provide the highest level of service to the residents who reside in the high-rise buildings, and toward this end, the Parties shall cooperate with each other in making reasonable flexibility of the hours of work.

## **10. Holidays**

- A. Recognized holidays are New Year's Day, Martin Luther King Day, Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Admissions Day, Veterans' Day, Thanksgiving, and Christmas Day. The Maintenance Generalist I, at his/her option, may have either the Friday following Thanksgiving Day or Columbus Day, but not both. If any of the above holidays fall on a Saturday the preceding Friday shall be observed as the holiday. Holidays that fall on Sunday, the following Monday shall be observed as the holiday. Should at some future date, Cesar Chavez Day be recognized as an official holiday by the CCSF, it shall be included as one of the above holidays.
- B. No individual assigned to shift work shall receive a greater or lesser number of holidays in any calendar year than individuals regularly assigned to work during the normal workweek.
- C. If a holiday falls on an individual's regularly scheduled day off (other than Saturday or Sunday) the individual shall receive an in-lieu-of day off. The individual must take his/her in-lieu-of day off during the week of the holiday or the week following the holiday.

## **ARTICLE 21 - LEAVES**

### **1. Bereavement Leave**

- A. Paid leave due to the death of an individual's parent(s), stepparent(s), grandparent(s), parent(s)-in-law, spouse, domestic partner, child, sibling, grandchild, step child, adopted child, legal guardian or any person who is permanently residing in the household of the individual shall not exceed three (3) days and shall be taken within thirty (30) calendar days of the date of death. Two (2) additional working days shall be granted if travel of over seventy-five (75) miles is required as a result of the death.
- B. Paid leave due to the death of other relatives shall not exceed one (1) working day and shall be taken within thirty (30) calendar days of the date of death. Two (2) additional working days shall be granted if travel of over seventy-five (75) miles is required as a result of the relative's death.
- C. The Authority may require the individual to produce documentation validating the legitimacy of the claim. Failure to produce documentation will invalidate a request for paid bereavement leave.

### **2. Witness or Jury Duty Leave**

Paid leave shall be granted to any individual while going to and from or while serving on jury duty, or answering a subpoena in any case that they are not a litigant. Any jury or witness fee awarded, excluding mileage, shall be deposited with the Authority upon receipt by the individual.

### 3. Annual Leave

- A. Annual Leave with pay for eligible individuals is accrued from the first day of employment in accordance with the following schedule but may not be utilized until the thirty-first (31<sup>st</sup>) day of employment. Floating holidays shall be discontinued and incorporated into annual leave as reflected below:

Less than five (5) years of service = 104 hours annually.

Five (5) to fifteen (15) years of service = 144 hours annually.

Fifteen (15) years of service = 184 hours annually.

- B. Annual Leave may accrue as earned with maximum accumulation capped at four hundred (400) hours for each individual. Annual leave may be used in increments as small as one quarter (1/4) of an hour.
- C. If a holiday, as set forth herein, falls during an individual's vacation the day shall not be charged against annual leave.
- D. Individuals shall be paid accrued annual leave at the time of separation from employment.
- E. An employee may request annual leave in the increments and at the time that he/she desires, provided only already-accrued time may be used. Where two or more individuals are seeking the same vacation period, the individual having the greatest seniority with the Authority shall be granted the vacation period request. Annual leave requests will not be unreasonably denied.

### 4. Sick Leave

- A. Sick leave with pay will be allowed when an individual is absent due to personal illness or injury, childbirth, a medical or dental appointment, or when quarantined because of exposure to a contagious disease. Sick leave will also be allowed when the employee is required by circumstances to be in attendance to a spouse or dependent child (including a common-law spouse or an adopted or stepchild), parent or domestic partner for any of the above reasons.
- B. Employees with fewer than ten (10) years of service with the Authority shall earn 80 hours of sick leave per year. Employees with ten (10) years or more of service for the Authority shall earn 120 hours per year. Employees can use sick leave to care for a family members including domestic partner.
- C. Sick leave has no cash value and cannot be "cashed out" under any circumstances. Sick leave accrual shall be unlimited and upon retirement, unused sick leave shall be reported to CalPERS for conversion to "service credit". Notwithstanding the provisions above, individuals employed prior to October 1984 shall continue to be eligible for the "Percentage Cash Out" provisions upon retirement as provided for previously and as detailed below; however, upon retirement individuals must elect either to exercise the

"Service Credit" option or the "Cash Out" option. The options cannot be exercised in conjunction with one another. Election of the "Cash Out" option shall cause the unused sick *leave* balance to remain capped at 1040 hours.

0-5 years	= 33.33%
6-10 years	= 50%
More than 10 years	= 100%

- D. Sick leave with pay is earned from the first day of employment, but may not be used until the 31st day of employment.
- E. The Authority may require medical verification of illness, beginning with the third consecutive working day of absence due to illness. In cases of suspected sick leave abuse, and where the employee has been notified in writing of the suspected abuse, the Authority may require medical verification prior to the third day of absence. The written notice of suspected abuse shall not become part of the individual's personnel file; however, nothing in this part limits such notice from being used in support of relevant disciplinary action, should it become necessary.

## 5. Workers' Compensation

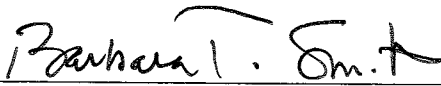
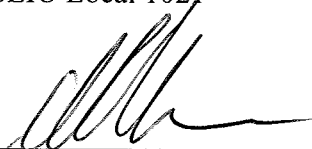
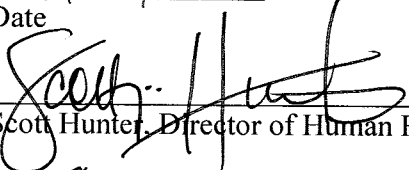

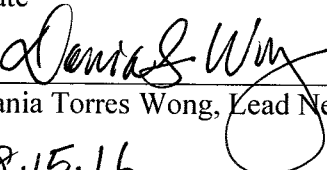
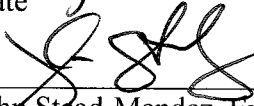

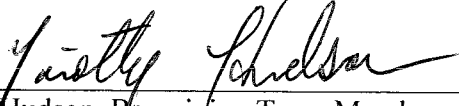
Individuals who become ill or who are injured in the course of their duties for the Authority shall be able to utilize any and all accrued *leave* during the period of their disability or sickness. In cases where the individual receives workers' compensation insurance payment, he/she may use in conjunction with the workers' compensation, any and all *leave* that provides for a total monthly payment inclusive of the workers' compensation, that equals their regular pay.

## ARTICLE 22 - DRUG AND ALCOHOL ABUSE TESTING FOR CAUSE AND POST ACCIDENT

1. The Authority is a drug free zone and employees are expected to work safely and without any impairment caused by drugs or alcohol.
2. The process at Appendix A is incorporated into this MOU to define the policy and related matters

**SIGNATORIES**

This MOU has been entered into in accordance with the provisions contained in Article I, on this April 14, 2016 by the following:

<p>HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO</p> <p></p>	<p>SEIU Local 1021</p> <p></p>
<p>Barbara T. Smith, Acting Executive Director</p> <p><u>9/20/2016</u></p>	<p>David Canham, SF Region Field Director</p> <p><u>7-18-2016</u></p>
<p>Date</p> <p></p>	<p>Date</p> <p></p>
<p>Scott Hunter, Director of Human Resources</p> <p><u>8-15-16</u></p>	<p>Xiu Min Li, SF Field Supervisor</p> <p><u>July 18, 2016</u></p>
<p>Date</p> <p></p>	<p>Date</p> <p></p>
<p>Dania Torres Wong, Lead Negotiator for SFHA</p> <p><u>8-15-16</u></p>	<p>John Stead-Mendez, Executive Director</p> <p><u>9/22/16</u></p>
<p>Date</p>	<p>Date</p> <p></p>
	<p>Adam Aguayo, Bargaining Team Member</p> <p><u>9-1-16</u></p>
	<p>Date</p> <p></p>
	<p>Tim Hudson, Bargaining Team Member</p> <p><u>8/30/16</u></p>
	<p>Date</p>

## **APPENDIX A: DRUG AND ALCOHOL ABUSE TESTING FOR CAUSE AND POST ACCIDENT**

### **1. PURPOSE.**

To clearly define Employer Policy on drug and alcohol abuse, drug testing, and related matters.

### **2. POLICY.**

The Employer and the Union are committed to protecting the health and safety of individual employees, their co-workers, and the public at large from the hazards caused by the misuse of drugs and alcohol on the job. The safety of the public, as well as the safety of fellow employees, dictates that employees not be permitted to perform their duties while under the influence of drugs or alcohol.

The Employer and the Union recognize that drug and alcohol abuse are treatable illnesses, and the preferable and proper response to these illnesses is education, treatment and rehabilitation, rather than punishment. It is therefore the Employer's policy to initially attempt rehabilitation rather than terminate the employment of workers who are drug or alcohol abusers. No bargaining unit member shall be discharged for drug or alcohol use, or being under the influence of drugs or alcohol on the job, without first having been offered the opportunity to discontinue use either through personal choice or by treatment for chemical dependency, if such treatment is needed.

### **3. APPLICATION.**

This policy applies to all employees of the Employer. This policy applies to alcohol and to all controlled or illegal drugs, which could impair an employee's ability to perform the functions of the job effectively and safely.

### **4. POLICY RULES.**

- A. An employee shall not work under the influence of any drug or alcohol which impairs his/her ability to safely and efficiently perform the required duties of the position.
- B. An employee shall not purchase, possess, use, sell, or furnish alcoholic beverages during the course or performance of his/her assigned duties. Under no circumstances shall an employee report to the work site under the influence of an alcoholic beverage.
- C. An employee shall not purchase, possess, use, sell, furnish, or be under the influence of any drug during the course or performance of his/her assigned duties.
- D. An employee shall not purchase, possess, use, be under the influence of, sell, or furnish any prescription drug during assigned work hours, or while on duty or while

using Employer equipment unless the prescription was issued by authorized medical personnel and the employee follows the prescription instructions;

- E. An employee shall within five (5) days report to the appointing authority any criminal conviction for drug-related activity in the work place.

**5. TERMS/DEFINITIONS.**

- A. Drugs - For the purpose of this policy, drugs shall be Amphetamine Group, Cocaine, Opiates, Phencyclidine and Marijuana.
- B. Prescription Drug - A drug lawfully available for retail purchase only with a prescription.
- C. Reasonable Cause - Reasonable cause shall exist only when two supervisors, who are trained in detection of drug use, articulate and can substantiate in writing specific behavioral, performance or contemporaneous physical indicators of being under the influence of drugs or alcohol on the job. The objective indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol, and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side of effects of prescription or over-the-counter medications, reaction to noxious fumes or smoke, etc.). Cause is not reasonable, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The grounds for reasonable cause must be documented by the use of an Incident Report Form (see Form A attached).

The following may constitute reasonable cause to believe that an employee is under the influence of drugs or alcohol:

- 1. Incoherent, slurred speech;
- 2. Odor of alcohol on the breath;
- 3. Staggering gait, disorientation, or loss of balance;
- 4. Red and watery eyes, if not explained by environmental causes;
- 5. Paranoid or bizarre behavior;
- 6. Unexplained drowsiness.

**6. PRIOR NOTICE OF TESTING POLICY.**

The Employer shall provide written notice of its Drug and Alcohol Policy to all employees.

The Employer shall provide each employee with a copy of the Drug and Alcohol Policy, together with a full explanation as to its meaning and consequences.



## 7. IDENTIFICATION AND CONSENT PROCEDURES.

- A. An employee may be required to submit to urine drug or alcohol testing by a physician or laboratory only if management has reasonable cause that the employee is under the influence of drugs or alcohol in violation of this policy. The Employer may order urine testing only. The employee, at his or her sole option, shall, upon request, be allowed to submit a blood sample for testing instead of a urine test.
- B. If a supervisor makes observations of an employee which the supervisor believes may constitute reasonable cause for drug or alcohol testing, the supervisor shall immediately inform the employee of the suspicions, and inform the employee that he/she may have a Union representative present. If the employee wishes not to have a Union representative, then that desire should be put in writing, and signed off by the employee, on the Incident Report Form.

If the two trained supervisors believe that there is reasonable cause for a drug or alcohol urine test, then the Incident Report Form shall be filled out, including a statement of the specific objective facts constituting reasonable cause for the test, and the names of the persons making those observations.

A completed copy of this Incident Report Form shall be given to the bargaining unit employee before he/she is required to be tested, and one copy made available to the Union representative, if present. After being given a copy of the Incident Report Form, the bargaining unit employee shall be allowed enough time to read the entire document, and to understand the reasons for the test.

The employee will be offered an opportunity to *give* an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness. The Union representative shall be present during such explanation and shall be entitled to confer with the employee before the explanation is requested.

If the supervisor, after observing the employee, concludes that there is in fact reasonable cause to believe that the employee is under the influence of drugs or alcohol, then, by a written order signed by the supervisor, the employee may be ordered to submit to a urine drug test. The employee shall be informed that refusal to submit to testing may constitute a presumption of intoxication. This presumption will be raised if the Employer had reasonable cause to require a urine drug test in the first place.

Prior to the actual drug testing, the employee will be examined by a medical doctor at the designated hospital, laboratory or clinic. This examination will be conducted to determine if the supervisors' observations are caused by a reason other being under the influence of drugs and/or alcohol. If the opinion of the medical doctor is that the supervisors' observations are for a reason other than possible influence of drugs and/or alcohol, no test will be *given*, and the employee will be returned to the work

place without loss of pay. If the medical doctor releases the employee to return to work, such release must be in writing.

Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered; the test results shall be destroyed, and no discipline shall be imposed against the bargaining unit employee.

- C. Before a drug and alcohol test is administered, employees will be asked to sign a consent form authorizing the clinic or laboratory to obtain a blood and urine specimen. On a separate form, the employee will be asked to release the results of the testing to the Personnel Director and to the appropriate department head. The consent form shall provide space for employees to indicate current or recent use of prescription or over-the-counter medication.
- D. Unless there is an objective reason to believe that the employee has previously altered a sample, or unless the employee agrees in writing, individuals shall be allowed to provide the required specimen in the privacy of a stall or otherwise partitioned area.

An employee who refuses to consent to a drug or alcohol test shall not be subject to disciplinary action for that refusal. However, the fact of the refusal shall constitute a rebuttable presumption that the employee was under the influence of drugs and/or alcohol at the time of the order to submit to the urine test.

## **8. DRUG TESTING PROCEDURES.**

- A. The testing shall be done by a laboratory licensed and certified by the California Department of Health Services, Laboratory Field Services, as a medical and forensic laboratory which complies with the Scientific and Technical Guidelines for Federal Drug Testing Programs and the standards for certification of laboratories engaged in urine drug testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the United States Department of Health and Human Services, and which is chosen jointly by the Union and the Employer. The parties also retain the right to audit and inspect the laboratory to determine conformity with the standards described in this policy.

At the time the urine specimens or blood samples are collected, three separate samples shall be placed in separate containers. All samples must be immediately sealed in the presence of an Employer and Union witness with evidence tape, and the tape signed by the employee and both witnesses. Two samples, each in a separate container, shall be sent to the laboratory to be tested at the Employer's expense. In order to be considered positive, both samples shall be tested separately in separate batches and show positive results on the GC-MS confirmatory test. The third sample or specimen shall be collected in a separate container, and shall be kept refrigerated at the site where the sample is given. This third sample shall be made available to the employee for testing by a laboratory selected by the employee at the employee's expense, provided that the laboratory chosen by the employee must be licensed by

the California Department of Health Services, Laboratory Field Services. The cost of testing the third sample shall be borne by the employee.

B. The specific required procedure is as follows:

1. Urine shall be obtained directly in a tamper-resistant urine bottle. Alternatively, the urine specimen may be collected at the employee's option in a wide-mouthed clinic specimen container which shall remain in full view of the employee until transferred to, sealed and initialed in separate tamper-resistant urine bottles.
2. Immediately after the specimen is collected, the urine bottle shall, in the presence of the employee, be labeled and then initialed by the employee and witnesses. If the sample must be collected at a site other than the drug *and/or* alcohol testing laboratory, the specimen shall then be placed in a transportation container. The container shall be sealed in the employee's presence and the employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method. The same procedure shall be followed for a blood test.
3. A chain of possession form shall be completed by the hospital, laboratory *and/or* clinic personnel during the specimen collection and attached to and mailed with the specimen.

C. The initial test of the urine specimen shall utilize immunoassay techniques.

The following standards shall be used to determine what levels of detected substances shall be considered as positive:

<b>SUBSTANCE</b>	<b>SCREENING TEST</b>	<b>CONFIRMATION</b>
AMPHETAMINE GROUP	500 ng/ml amphetamine	500 ng/ml GC-MS
COCAINE	300 ng/ml metabolite	300 ng/ml GC-MS
OPIATES	300 ng/ml morphine	300 ng/ml GC-MS
PHENCYCLIDINE	75 ng/ml	75 ng/ml GC-MS
MARIJUANA	100 ng/ml	100 ng/ml GC-MS (Delta 9-THC)
BARBITURATES	300 ng/ml	300 ng/ml GC-MS
BENZODIAZEPINES	300 ng/ml	300 ng/ml GC-MS
ETHYL ALCOHOL	0.02 g%	0.02 g%

D. All specimens identified as positive in the initial screen shall be confirmed utilizing gas chromatography/mass spectrometry (GC/MS) technique which identifies at least ten (10) ions. All information shall be by quantitative analysis.

E. Blood samples will be quantitatively analyzed to determine the presence of the following substances:

<u>SUBSTANCES</u>	<u>"POSITIVE" TEST LEVEL</u>
Amphetamine Group	0.02 mg/L
Cocaine	0.10 mg/L
Opiates	
Codeine	0.01 mg/L
Morphine	0.01 mg/L
Phencyclidine	0.01 mg/L
Barbiturates	
Phenobarbital	10.0 mg/L
Secobarbital	1.0 mg/L
Butabarbital	5.0 mg/L
Butalbital	1.0 mg/L
Benzodiazepines	
Valium	0.1 mg/L
Librium	0.5 mg/L
Ethyl Alcohol	0.05 mg/L

- F. If the testing procedures confirm a positive result, as described above, the employee shall be notified of the results in writing by the Personnel Director, including the specific quantities.

If requested, the Employer will also provide the names of all persons who were involved in the testing procedure and the preparation of the laboratory reports and forensic expert opinions. Employer will also provide, if requested, copies of all laboratory reports, forensic opinions, laboratory work sheets, procedure sheets, acceptance criteria and laboratory procedures; and all real evidence, including the specimen collection kit.

- G. All specimen confirmed positive shall be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.
- H. All information from an employee's drug and alcohol test is confidential for purposes other than determining whether the Employer policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or applicant. The results of a positive drug test shall not be released until the results are confirmed.

- I. Every effort will be made to insure that all employee substance abuse problems will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

There will be one person in the personnel department who will be designated to receive testing results. He/she will notify other managers of the Authority strictly on a need-to-know basis.

No laboratory or medical reports or test results shall appear in an employee's personnel folder. Information of this nature will be included in the medical file. The inside cover of the personnel folder will contain a marker to show that this information is contained elsewhere.

All necessary measures shall be taken to keep the fact and the results of the test confidential.

## **9. CONSEQUENCES FOR VIOLATING THE RULES AND PROVISIONS OF THIS POLICY.**

If the results of the urine test administered by the Employer on the two samples shows that the employee was under the influence of drugs or alcohol while on duty, the appropriate disciplinary action may be imposed by the Employer after the following procedure has been followed:

The employee and the Union shall be presented with a copy of the laboratory report of both specimens before any discipline is imposed. The Union and the employee shall then have five (5) days to present the Employer any different results from the test of the third sample, conducted by a laboratory selected by the employee (The failure of the Union or employee to have the third test performed or to present the results to the Employer shall not be used against the employee in any arbitration proceeding.)

After considering the results of the third test performed by the employee, if presented, the Employer may discipline the employee provided that any discipline imposed for the first offense and any grievance filed in response thereto shall be held in abeyance pending voluntary completion by the employee of a substance abuse treatment program mutually agreed upon between the Employer, and the employee, the cost of which shall be covered, if possible, by the Employer's group health insurance as any other illness, consistent with existing insurance policy requirements.

If the employee successfully completes such a program and is not disciplined for substance abuse for 24 months following the initial charge, the discipline shall be revoked. However, it may be used as the basis for any other substance abuse disciplinary action in the future.

If an employee's positive test result has been confirmed, the employee is subject to disciplinary action under the terms described above, up to and including termination. Among the factors to be considered in determining the appropriate disciplinary response are the

nature and requirements of the employee's work, length of employment, current job performance, the specific results of the test, and the history of past disciplinary actions.

#### **10. EMPLOYEE TRAINING.**

The Employer will establish a Drug Free Awareness Program which will inform, employees about: (1) the dangers of alcohol and drug abuse in the work place; (2) the Employer's policy on drug and alcohol abuse; (3) the availability of treatment and counseling for employees who voluntarily seek such assistance; and (4) the sanctions the Employer will impose for violations of its Drug and Alcohol Abuse Policy.

#### **11. SUPERVISOR TRAINING.**

The Employer shall develop a program of training to assist supervisors in identifying factors which constitute reasonable cause for drug testing, as well as a detailed explanation and emphasis on the terms and conditions of the drug policy.

#### **12. EMPLOYEE ASSISTANCE PROGRAM.**

An employee who engages in drug/alcohol abuse is encouraged to participate in the Employee Assistance Program. Employees who seek voluntary assistance for alcohol and or substance abuse may not be disciplined for seeking such assistance. Request by employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Such participation shall not relieve an employee of the obligation to follow the Employer Policy regarding drug/alcohol use, possession, or being under the influence on the job. An Employee Assistance Program Counselor shall not disclose information on drug/alcohol use received from an employee for any purpose or under any circumstances, unless specifically authorized in writing by the employee.

Employees shall be given the best available treatment through established benefit plans and health insurance coverage. Options that have proved of value include:

- A. Where there is no evidence of dependency, 20 to 40 hours of instruction in the biologic effects of alcohol and drugs, symptoms of chemical dependency, and the methods of treatment chemical dependency;
- B. Where an individual has developed a pattern of dependence on drugs or alcohol, but has the ability to discontinue use for a period of time, an outpatient program which is usually of 4 to 6 weeks duration, and which adds group and individual counseling in support to the educational program noted above. Such programs are effective, less expensive than residential programs, and are normally adequate in early chemical dependence;
- C. Where an individual cannot discontinue use long enough to make progress in outpatient treatment, or has returned to drug or alcohol use following outpatient treatment, inpatient treatment of 3 to 6 weeks in length and continuing care following

discharge for 6 to 12 weeks providing individualized and intensive medical, psychological and environmental care not possible in the outpatient setting may be required.

For the first offense, the Employer and the Employee and/or the Union shall meet to discuss the employee's participation in an alcohol or drug abuse program. Issues for discussion include a 60 day unpaid leave of absence, subject to extension by mutual agreement, without any loss of seniority, for the purpose of enrolling and participating in a drug or alcohol rehabilitation program at the Employer's reasonable expense. An employee who does not accept such rehabilitation may be required to take a 60 day leave of absence, subject to extension by mutual agreement, without pay and without loss of any seniority, for the purpose of personal rehabilitation. Participation in a second drug or alcohol abuse program, if any, shall be at the employee's sole expense. Resumption of employment following rehabilitation is a condition of participation in the program. Failure to maintain employment for 36 months upon return to duty will require that the employee reimburse the SFHA for its costs, if any, of Rehabilitation.

### **13. GRIEVANCE PROCEDURE**

All disputes concerning the interpretation or application of this drug and alcohol abuse and drug testing policy will be subject to the grievance and arbitration procedure of the collective bargaining agreement.

**APPENDIX B: INCIDENT REPORT FORM**

Employee involved \_\_\_\_\_ Date of incident \_\_\_\_\_  
\_\_\_\_\_ Time of incident \_\_\_\_\_  
Location of incident \_\_\_\_\_

Employee's Job Position/Assignment \_\_\_\_\_

Has employee been notified of his/her right to Union representation? \_\_\_\_\_

Time \_\_\_\_\_ Employee's initials \_\_\_\_\_

Witness to incident \_\_\_\_\_

WHAT WAS OBSERVED \_\_\_\_\_

\_\_\_\_\_

WHAT IS EMPLOYEE'S EXPLANATION \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Action Recommended: \_\_\_\_\_

Action taken: \_\_\_\_\_

1. \_\_\_\_\_

Signature  
Employer Representative  
Title: \_\_\_\_\_

2. \_\_\_\_\_

Signature  
Union Representative  
Title: \_\_\_\_\_

Date/Time/Action taken

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**APPENDIX C: CONSENT FOR URINE TEST FOR DRUGS AND/OR ALCOHOL**

I, (name) \_\_\_\_\_ understand that my Employer has adopted a Drug and Alcohol Policy which allows for urine drug and/or alcohol testing for reasonable cause. I have been requested to give a urine specimen which will be tested for the presence of Cocaine, Opiates, Phencyclidine, Marijuana, the Amphetamine Group and Ethyl Alcohol.

I may refuse to provide a urine sample, but disciplinary action by the Company, up to and including discharge may result if a sample is not provided.

All charges for this urine test for drugs and/or alcohol will be paid for by the Company, and not me.

I am presently taking the following medicines or prescription drugs \_\_\_\_\_

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I have read, understand and agree to the above.

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

Time: \_\_\_\_\_

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

Dispatched worker: \_\_\_\_\_

## APPENDIX D: ANNUAL AND PROBATIONARY EMPLOYEE PERFORMANCE EVALUATION FORM

### APPENDIX D

APPENDIX C  
PROBATIONARY EMPLOYEE

### ANNUAL AND PROBATIONARY EMPLOYEE PERFORMANCE EVALUATION FORM

FIRST  
 SECOND



REGULAR EMPLOYEE  
ANNUAL

NAME (LAST	FIRST	Initial)	SOCIAL SECURITY NUMBER	REPORT DATE
POSITION			DATE PROBATION ENDS	
DEPARTMENT NAME		DIVISION/UNIT	EMPLOYEE'S WORK LOCATION	

YOUR WORK PERFORMANCE WILL DETERMINE WHETHER YOU OBTAIN REGULAR EMPLOYMENT STATUS

QUALIFICATION FACTORS	RATINGS ARE INDICATED BY "X" MARKS			
	UNACCEPTABLE	DEVELOPMENT NEEDED	STANDARDS ACHIEVED	OUTSTANDING
1. <b>SKILL</b> -Expertness in doing specific tasks; accuracy; precision, completeness, neatness, quantity.				
2. <b>KNOWLEDGE</b> -Extent of knowledge of methods, materials, tools, equipment, technical expressions and other fundamental object matter.				
3. <b>WORK HABITS</b> - Organization of work; care of equipment, punctuality and dependability; industry; follows good practices of vehicle and personal safety.				
4. <b>RELATIONSHIPS WITH PEOPLE</b> - Ability to get along with others; effectiveness in dealing with the public, other employees, residents, or vendors.				
5. <b>LEARNING ABILITY</b> - Speed and thoroughness in learning procedures, laws, rules and other details; alertness; perseverance.				
6. <b>ATTITUDE</b> - Enthusiasm for the work; willingness to conform to job requirements and to accept suggestions for work improvement; adaptability.				
7. <b>SUPERVISORY ABILITY (If applicable)</b> - Proficiency in training employees and in planning, organizing, assigning and producing work; leadership; ability to communicate orally and in writing, ability to motivate subordinates.				
8. <b>ADMINISTRATIVE ABILITY (If applicable)</b> - Prompt action; sound decisions, application of good management practices; understanding and effective implementation of departmental and personnel management policies.				

9. FACTORS NOT LISTED ABOVE (Use additional sheets if more space is needed.)				
OVERALL RATING - The over-all rating must be consistent with the factor ratings and comments, but there is no prescribed formula for computing the over-all rating.				
COMMENTS TO EMPLOYEE - (Supervisor should include factual examples on work especially well or poorly done and give suggestions as to how performance can be improved. Factor and overall ratings of unacceptable and overall ratings of outstanding must be substantiated. Use additional sheets if more space is needed).				
Rater discussed report with employee (Must be attempted)	YES	NO		
I RECOMMEND YOU BE GRANTED REGULAR EMPLOYMENT STATUS	YES	<input type="checkbox"/> NO		

RATER'S SIGNATURE	TITLE		DATE SIGNED
EMPLOYEE'S SIGNATURE	DATE SIGNED	I would like to discuss this report with the reviewing officer.	
REVIEWING OFFICER'S SIGNATURE I concur in the ratings given by the rater. I have made following changes in this report (Use additional sheets if more space is needed).	DATE SIGNED	DATE DISCUSSED WITH EMPLOYEE	

DISTRIBUTION COPIES: 1. Personnel Files 2. Employee 3. Supervisor 4. Miscellaneous

## APPENDIX E

### SAN FRANCISCO HOUSING AUTHORITY SEIU MAINTENANCE GENERALIST I PAY SCHEDULE BI-Weekly Effective June 11, 2016

<u>CLASSIFICATION</u>	<u>SCHEDULE #</u>	<u>SALARY LOW</u>	<u>SALARY HIGH</u>
Maintenance Generalist I		\$1,749	\$2,096
Maintenance Generalist I Foreman		\$2,410	\$2,410

*Foreperson hourly wage rate shall be fifteen percent (15%) above the Maintenance Generalist I Step 5 rate.*

*DW* *AC*  
~~SIDE LETTER~~ to LETTER OF AGREEMENT BETWEEN SAN FRANCISCO  
 HOUSING AUTHORITY AND SEIU LOCAL 1021 REGARDING RAD IMPACTS

The San Francisco Housing Authority ("SFHA") and Service Employees International Union Local 1021 ("SEIU") reached agreement on a Letter of Agreement ("LOA") in June 2014 over mitigating the impacts of the Rental Assistance Demonstration Program on SEIU bargaining unit employees. The LOA is attached hereto as Attachment A.

In the LOA, the parties agreed to the following:

1. In Phase I, the City and County of San Francisco will offer five (5) Permanent Exempt (PEX Category 18 – Project) positions to Authority bargaining unit permanent employees' positions in the classification of Maintenance Generalist I (City Job Code 2708 Custodian).
2. In Phase II, the City and County of San Francisco will work with SFHA to offer PEX positions to impacted identified permanent SFHA employees.
3. Per San Francisco Charter section 10.104.18, the PEX positions are limited to the maximum duration of three years and are not renewable.
4. Per Attachment 1 of the LOA, "it is imperative that the SFHA seeks agreement with SFHA SEIU 1021 that temporary exempt (TEX) appointments in anticipation of the PEX appointment of former SFHA permanent employees in these positions will not be contested nor grieved. In the absence of such agreement, the City will not hold open positions for these SEIU members."
5. Pursuant to the Section 8.F. of the LOA, "certain members of SEIU's bargaining units at SFHA may become employed by another independent agency, including, but not limited to the City and County of San Francisco. Nothing in this Agreement shall create any joint employer obligation on the part of SFHA or any third party who hires former SFHA employees. SEIU agrees that it shall not file on its own behalf, or file or process on behalf of its members or any individual member(s) any action, claim, grievance, judgment, obligation, damage or liabilities of any kind against a third party as a result of the agreement by that third party to employ SEIU members previously employed by SFHA and laid off or otherwise impacted by the RAD program."

To effectuate the requirements outlined in Phase I and Phase II of the LOA, specifically sections 3D and 4C, SFHA and SEIU agree to following:

1. SFHA and SEIU acknowledge that in order to maintain the cooperation of the City and County of San Francisco and offer PEX positions to identified, impacted SFHA employees, SEIU hereby agrees that it will not file any grievance nor shall SEIU assistant an individual in filing such a grievance(s) against the City for City appointments made to Temporary Exempt (TEX As Needed – Category 16) positions related to pending PEX appointments of former SFHA permanent employees in Phase I and Phase II.

AC  
DW

~~SIDE LETTER~~ LETTER OF AGREEMENT BETWEEN SAN FRANCISCO HOUSING AUTHORITY AND SEIU LOCAL 1021 REGARDING RAD IMPACTS

- 2. In the event that SEIU files a grievance(s) or assists an individual in filing such grievance(s) against the City to contest the City's TEX appointments related to the preservation of PEX positions for laid off SFHA permanent employees, the City has advised the SFHA that it will not make any such PEX appointments of laid off SFHA permanent employees. For example, if the City were to not appoint a current SEIU represented City employee to a PEX position or hold a SEIU represented City employee in a TEX position in order to appoint a former SFHA permanent employee into a PEX position, SEIU shall not grieve nor assist an individual filing a grievance over the City's action. If SEIU were to file a grievance(s) or assist an individual in filing such grievance(s), the City will not appoint laid off SFHA permanent employees to PEX positions. The City agrees to notify SEIU of the positions it is preserving for laid off SFHA permanent employees. If the City believes SEIU has filed a grievance regarding use of TEX appointments in those positions pending a PEX appointments, it shall notify SEIU of the grievance. SEIU shall have ten business days to withdraw the grievance.

Again, nothing in this Side Letter shall create any joint employer obligation on the part of SFHA or any third party who hires former SFHA employees. It is hereby understood and agreed that, other than those that are expressly contained herein, no party has made any promises, representations, understandings or warranties. The terms of this Side Letter are contractual and not mere recital. This Side Letter shall become a part of the LOA and subject to all other parts thereof, including section 9, "Arbitration."

For SEIU LOCAL 1021:

DATED: 9/22/2015

DAVID CARIBANJ  
SEIU Chief Negotiator (Print Name)

[Signature]  
SEIU Chief Negotiator (Signature)

FOR SFHA:

DATED: 10-1-15

Danna Wong  
SFHA Chief Negotiator (Print Name)

[Signature]  
SFHA Chief Negotiator (Signature)

**Letter of Agreement between San Francisco Housing Authority and SEIU Local 1021  
Regarding RAD Impacts**

The San Francisco Housing Authority ("SFHA") and Service Employees International Union Local 1021 ("SEIU") are committed to maintaining cooperative labor relations, including discussion over matters outside the Memorandum of Understanding ("MOU") now and in the future. The SFHA and SEIU are parties to MOUs which expire on September 30, 2015; those MOUs will continue unchanged except to the extent expressly specified in this Letter of Agreement. The Parties will meet and confer on successor MOUs for those positions in SFHA represented by SEIU prior to the expiration of the current MOUs.

It is understood that United States Department of Housing and Urban Development ("HUD") has accepted certain SFHA Properties into the RAD and Section 18 Programs ("the RAD Program"). Those programs, if implemented, will result in the transfer of these properties to the control of third party non-profit partnerships and affiliated entities. Once transfer of properties is complete, the parties anticipate that there will be a reduction in the number of SEIU-represented positions at the SFHA – as well as reductions on the number of positions represented by other employee organizations. Specifically, the parties anticipate that the following is a maximum number of SEIU-represented positions that will be impacted in both Phase I and Phase II of the RAD Program:

	Position	Phase I	Phase II
1	Eligibility Worker I & II	5	18
	Property Manager I	5	
	Maintenance Generalist I	8	
2	Eligibility Worker I & II	10	36
	Property Manager I	5	
	Property Manager II	7	
	Senior Accountant	1	
	Senior Administrative Clerk	2	
	Maintenance Generalist I	11	
<b>TOTAL</b>		<b>54</b>	

*Letter of Agreement between San Francisco Housing Authority and SEIU Local 1021  
Regarding RAD Impacts*

The SFHA and SEIU have met and conferred in good faith on the impacts upon SFHA SEIU represented employees of the position reductions resulting from the implementation of the RAD Program Phase 1 and 2 properties and have reached agreement on the following terms:

1. **Layoff and Displacement Impacts.** SFHA and SEIU have worked in cooperation to identify employees in the SEIU bargaining unit impacted by the position reductions resulting from the implementation of the RAD Program. SFHA will work with these identified, impacted employees from the execution of this Agreement until 90 days after the transfer of ownership, pursuant to the RAD Program, of the last SFHA property at which time there is an impacted SEIU position to finalize transactions necessary to complete processing of employee transfers and reassignments related to RAD layoffs. The anticipated impacted employees subject to actual layoff as a result of RAD implementation are identified by class in the chart in the preamble of this Agreement. This cooperation shall include the following:

SFHA shall:

- A. Provide current seniority rosters for impacted classifications to SEIU on a quarterly basis;
- B. Provide a complete list of SFHA employees in SEIU represented classifications to be laid off ("Layoff List"). Updates of the layoff List will be provided to SEIU as necessary but no less than quarterly or when SFHA becomes aware of potential actual layoffs;
- C. Provide a status report to SEIU that includes proposed displacement actions resulting from the anticipated layoffs of SEIU represented classifications or as SFHA becomes aware of such proposed displacement actions but not less than quarterly;
- D. Provide SEIU a current organizational chart every six months or twice a calendar year;
- E. Identify positions that are vacated in same or similar classifications in SFHA that impacted SEIU employees may transfer or promote into consistent with agency policies;
- F. Obtain from the CCSF confirmation of both the classification matches and offer five (5) vacant positions in the matched classification in the CCSF for impacted SFHA SEIU employees who do not accept voluntary layoff or other employment with SFHA, as discussed further in paragraphs 3 and 4, below (See Attachment 1 to this Agreement);
- G. Manage attrition in impacted classifications during the effective period of this Agreement with the intent to minimize and decrease the actual number of layoffs eventually implemented to the greatest feasible extent; and
- H. Offer an extensive Maintenance Mechanic training program for all interested employees in the Maintenance Generalist I ("MG I") classification at no cost to the



*Letter of Agreement between San Francisco Housing Authority and SEIU Local 1021  
Regarding RAD Impacts*

employee. All Maintenance Generalist I employees that successfully complete both the Maintenance Mechanic training program AND on-the-job training will be offered an appointment to the Maintenance Mechanic classification. Declining an appointment to the Maintenance Mechanic classification shall not impact eligibility for severance in Phase II should a RAD related layoff occur. During the period in which this Agreement is active (i.e., from the execution of this agreement until ownership of the last SFHA property at which an impacted SEIU member is employed has been transferred pursuant to the RAD Program) any SFHA permanent employee that accepts an appointment from an SEIU represented classification into another SFHA bargaining group, and is subsequently laid off as a result of RAD program implementation, may elect within five (5) working days of the layoff notice to reinstate to their former permanent SEIU position.

- I. It is the desire of the parties that the SFHA employees impacted by the RAD implementation remain in public employment.
2. **PHASE I: Voluntary Layoff.** On a one-time only, non-precedent setting basis, any permanent employee with more than 15 (fifteen) years of continuous service with the SFHA as of August 1, 2014 may no later than close of business on that date submit a request for voluntary layoff. Five (5) voluntary layoffs shall then be approved by SFHA, but in no case will any voluntary layoff be approved unless and until it has been verified that the voluntary layoff will reduce the number of involuntary layoffs otherwise necessary, either directly or by providing a backfill opportunity. SFHA's decision whether to grant any particular voluntary layoff request is final and not subject to appeal or grievance. If more than five qualified SFHA employees request voluntary layoff, voluntary layoff will be granted based upon agency seniority. Employees granted voluntary layoff shall be notified no later than the close of business on September 2, 2014, with layoff effective close of business on Friday, October 31, 2014. Voluntarily laid off employees shall each receive a one-time lump sum payment of \$25,000, paid to the employee no later than the close of the pay period immediately following the date of the pay period immediately following the date of layoff, provided that employees granted voluntary layoff shall be required to sign a general release and waiver of potential claims as a condition of receiving any such voluntary layoff payment. Parties agree that the current MOU Article IX section 1(a) Severance payment is inoperative and shall not apply to this RAD implementation Voluntary Layoff program. Parties agree that the current Administration Unit MOU Article IX section 1(a) and Maintenance Generalist 1 MOU Article 15 section 3a Severance payments are inoperative and shall not apply to this RAD implementation Voluntary Layoff program.
3. **PHASE I: Expected Mitigation of Phase I Layoff Impacts.** The Total Number of Layoffs in Phase I is Eighteen (18). If five (5) voluntary layoffs are granted pursuant to the provision above, the total number of projected Phase I layoffs shall be reduced from eighteen (18) to thirteen (13). In addition, and notwithstanding the impact of other efforts

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outlined above, involuntary layoff impacts will also be mitigated by the following known factors:

- A. Internal Eligibility Recruitment: The HCV (Housing Choice Voucher) Program shall announce an internal transfer available to impacted employees for five (5) Eligibility Worker positions, which shall further reduce the total number of projected Phase I layoffs from thirteen (13) to eight (8) positions, contingent upon the five (5) impacted employees meeting the minimum qualifications. On a one-time, non-precedent setting basis, if more than five (5) current SFHA Eligibility Workers meet the minimum qualifications for the five (5) available positions, those positions shall be awarded by seniority as defined and governed by the MOU operative as of the date of execution of this Agreement;
  - B. Internal Inspector Recruitment: Two (2) Inspector positions shall be posted internally for internal transfer or promotional-only recruitment shall further reduce projected Phase I layoffs from eight (8) to six (6) positions, contingent on the two (2) impacted employees meeting minimum qualifications; and
  - C. Resignations: SFHA anticipates that at least one (1) Maintenance Generalist I will resign prior to layoffs occurring, further reducing projected Phase I layoffs from six (6) to five (5) positions.
  - D. CCSF Permanent Exempt Positions: SFHA has obtained written assurance from the CCSF HR Director and the City Administrator confirming commitment to the availability of five (5) vacant PEX positions in matched classification in the CCSF for impacted SFHA SEIU employees in Phase I as described in Attachment 1 to this agreement and subject to the terms of this Agreement.
4. **PHASE II: Expected Mitigation of Phase II Layoff Impacts**: The Total Number of Layoffs in Phase II is Thirty-Six (36).
- 4a. Internal Recruitments and Reassignments. SFHA shall announce for internal transfer or promotional-only recruitment available to impacted employees;
  - 4b. Resignations. SFHA anticipates resignations and other natural attrition to occur prior to layoffs further reducing projected Phase II layoffs;
  - 4c. CCSF Permanent Exempt Positions. SFHA shall obtain written assurance from the CCSF HR Director and the City Administrator to confirm both the classification matches and the availability of PEX positions in the matched classification in the CCSF for impacted SFHA SEIU employees in Phase II within six (6) months of the first Phase II program transfer. Following the execution of this Agreement, parties shall reopen negotiations over the classification matches and placement in PEX positions. These reopener negotiations shall commence no later than January 31, 2015; and

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- 4d. **PHASE II: RAD Implementation Severance Program.** SFHA shall provide a severance payment to any employees actually laid off as a result of the RAD Program, or displaced by a layoff resulting from the implementation of the RAD Program in Phase II only, as follows:
1. Parties agree that the current Administration Unit MOU Article IX section 1(a) and Maintenance Generalist 1 MOU Article 15 section 3a Severance payments are inoperative and shall not apply to the RAD implementation severance program.
  2. RAD Implementation Severance shall not be offered if an impacted employee has rejected an offer of internal transfer or reassignment in his or her current SFHA classification even after safety concerns have been addressed. Safety concerns are incumbent specific safety issues documented with SFHA Human Resources no later than September 1, 2014;
  3. RAD Implementation Severance shall not be offered if an impacted employee has rejected a bona fide employment offer to a comparable classification at another public agency that does not result in a reduction of base salary, if that position has been secured through the efforts of the SFHA's Job Transition Support Services Program ("JTSSP");
  4. RAD Implementation Severance packages shall be limited to employees who are noticed for lay off or displacement as a result of the implementation of the RAD Program and Section 18 Program only;
  5. An employee who meets all of the criteria set forth in this agreement and who is laid off or displaced shall receive a notice of RAD Implementation severance eligibility. The RAD Implementation severance payment shall be equal to the value of two (2) weeks of the relevant employee's base salary (as of the date the notice of RAD Implementation Severance is issued) for each full year of continuous service rendered to SFHA, capped at a maximum of four (24) weeks. The employee receiving a notice of RAD Implementation severance eligibility must formally accept severance payment, in writing, within ten (10) workdays of receipt or shall waive any such payment.
  6. An employee who accepts a RAD Implementation severance payment shall forfeit all recall rights; and
  7. Severance shall be rescinded by the SFHA any time prior to the effective date of layoff if the SFHA rescinds the layoff action.
5. **RAD Implementation Job Transition Support Services Program ("JTSSP") with City and County of San Francisco ("CCSF").** To be eligible for a permanent exempt appointment with the City and County of San Francisco, impacted employees must be in good standing with the SFHA for the last six (6) months immediately prior to the date of

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the notice of layoff, and must not have received any bona fide offer of same or similar reassignment or transfer within the SFHA. The parties agree that if an SFHA employee is appointed to a permanent exempt project-based three (3) year maximum position with the CCSF, the previous employment relationship between that impacted SFHA employee and SFHA shall be severed. The impacted employee shall become an employee of the City and County of San Francisco and subject to all the terms and conditions of such permanent exempt project based employment including but not limited to retirement and medical benefits. No joint employment relationship shall be created as a result of an appointment under this provision.

6. **RAD Implementation Job Transition Support Services Program ("JTSSP") with Other Potential Employers.** SFHA shall provide impacted employees with job transition support services with other Agencies. This includes but, is not necessarily limited to:
  - A. **Other Bay Area Housing Authorities:** SFHA shall contact all other housing authority agencies in the San Francisco Bay Area (Counties: Alameda, Contra Costa, Marin, Napa, Santa Clara, San Mateo) to ascertain vacancies and other potential job opportunities for all impacted employees and request recruitment bulletins be sent to both SFHA and SEIU 1021 designated representatives for distribution.
  - B. **RAD Developers:** SFHA shall work with the new property developers to ascertain new job and/or vacancy postings and provide such postings to impacted employees. All developers have agreed to interview impacted SFHA employees interested and qualified for position vacancies.
  - C. **Employment Workshops or Trainings:** SFHA, under and through the JTSSP, will provide training workshops on resume-writing, interviewing skills, tax credit certification, and assistance applying for other employment including processes and procedures for seeking permanent employment at the CCSF.
7. **Withdrawal of Unfair Practice Charge Regarding RAD and Class Action Grievance regarding Eligibility Worker I classification in SFHA Public Housing Operations.** In exchange for the above agreements, SEIU shall withdraw with prejudice the unfair labor practice currently before the Public Employment Relations Board, Case No. SF-CE-1175-M, within 10 (ten) working days of the execution of this agreement. SEIU shall consistent with paragraph 8 of this Agreement also withdraw with prejudice its Class Action Grievance regarding Eligibility Worker I classifications in SFHA Public Housing Operations dated January 29, 2014 and attached to this agreement as Attachment 2.
8. **Waiver.** Unless an arbitrator determines that SFHA has failed to comply with its obligations under this Agreement, SEIU 1021, its officers, directors and agents contingent upon the full performance by the SFHA of all obligations undertaken pursuant to this agreement discharges SFHA, its Commissioners, officers, directors, agents and employees from any and all actions, claims, grievances, judgments, obligations, damages, and liabilities of any kind and character which SEIU may have or have had arising from the

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application for or implementation of the RAD program and related Section 18 programs, including but not limited to:

- A. Any and all claims for wages, salary, paid leave and/or benefits on behalf of its laid off unit members; and
  - B. Any litigation, charges, grievances by SEIU now pending or contemplated or which might at any time be filed, and which directly arises out of SFHA's implementation of RAD or Section 18 programs, including the SFHA's decision to apply for and implement the RAD program; and
  - C. Any and all claims relating to the RAD program's impact on the MOU, express or implied, ~~except that this waiver shall not apply to employees who remain in SFHA~~ employment with respect to claims not directly related to RAD implementation; and
  - D. Any and all tort claims of any nature, including but not limited to fraud, deceit, misrepresentation, negligent misrepresentation, or defamation; and
  - E. Any and all claims for attorneys' fees or costs.
  - F. It is understood that, pursuant to the terms of this Agreement, certain members of SEIU's bargaining units at SFHA may become employed by another independent agency, including, but not limited to the City and County of San Francisco. Nothing in this Agreement shall create any joint employer obligation on the part of SFHA or any third party who hires former SFHA employees. SEIU agrees that it shall not file on its own behalf, or file or process on behalf of its members or any individual member(s) any action, claim, grievance, judgment, obligation, damage, or liabilities of any kind against a third party as a result of the agreement by that third party to employ SEIU members previously employed by SFHA and laid off or otherwise impacted by the RAD Program.
9. **Arbitration.** Claims that either party to this Agreement has failed to abide by any obligation set forth or created by this Agreement shall be subject to binding arbitration, utilizing the procedures and timelines set forth at Article XI, section 3(d) of the Administration Unit MOU between SEIU and SFHA. Absent mutual agreement to the contrary, David Weinberg shall be used as the arbitrator for any and all such disputes. The parties agree and acknowledge that grievance arbitration relating to implementation of the RAD Program or any action taken pursuant to this Agreement in relation to SEIU unit members at SFHA or any third party employing former SFHA employees as a result of this Agreement may only be demanded by SEIU, and not by individuals.
10. **Eligibility Worker I classification in SFHA Public Housing Operations Grievance Settlement Terms.**
- A. Parties agree that neither party admits fault or wrongdoing in connection to the settlement by the parties of this EW I grievance and,

*Letter of Agreement between San Francisco Housing Authority and SEIU Local 1021  
Regarding RAD Impacts*

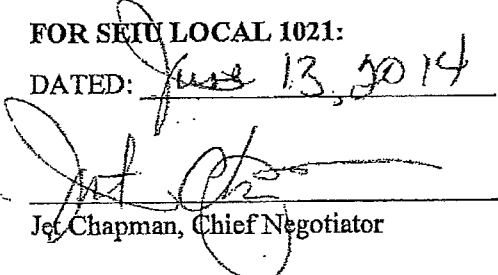
- B. The Parties agree that effective the first full pay period after the execution of this agreement, the SFHA will classify permanent Eligibility Worker I employees who, since February 10, 2012 have served as Eligibility Worker I in SFHA for no less than 18 months, to the class of Eligibility Worker II in the SFHA Public Housing program.
11. **Full Agreement.** This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements between the parties, written or oral, pertaining to the subject matter of this Agreement. Provisions related to layoff and severance in the current MOUs are not applicable to this Agreement. It is hereby understood and agreed that other than those that are expressly contained herein, no party has made any promises, representations, understandings or warranties. The terms of this Agreement are contractual and not mere recitals.
12. **Severability:** The parties agree that each and every provision of this agreement is severable, and a decision by a court or arbitrator not to enforce one provision of the agreement shall have no effect on any other provision of this agreement.
13. **Limitations.** It is understood that there are many conditions the SFHA must satisfy in order to effectuate the transfer of control that RAD and Section 18 contemplate. Should SFHA be unable to, or fail to implement the transfer of ownership anticipated by this Agreement, the provisions of this Agreement shall only be applicable to SEIU bargaining unit members in classes affected by any partial implementation of the transfer of ownership that does occur. The parties further agree that this Agreement covers only Phases I and II of the RAD program, as currently structured, and shall not be precedential should the SFHA later engage in another HUD-related program.
14. **Construction of the Agreement.** Each party has cooperated in the drafting and preparation of the Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter.
15. **No Precedent.** The parties specifically acknowledge and agree that this Agreement is a compromise which shall not operate, nor be considered, as evidence of a practice or past practice of SFHA or a precedent in the future.
16. **Section Headings.** The section and paragraph headings contained in this Agreement are for references purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

Letter of Agreement between San Francisco Housing Authority and SEIU Local 1021  
Regarding RAD Impacts

SIGNATURE PAGE

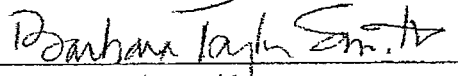
FOR SEIU LOCAL 1021:

DATED: June 13, 2014

  
Jet Chapman, Chief Negotiator

FOR SFHA:

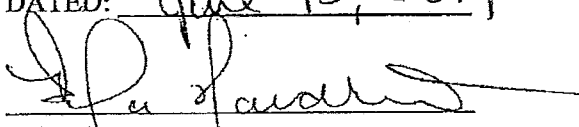
DATED: June 13, 2014

  
Barbara Taylor Smith,  
Acting Executive Director

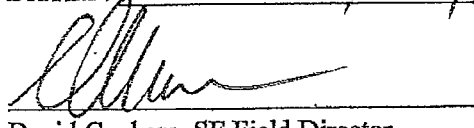
DATED: July 8 2014

  
Pete Castelli, Executive director

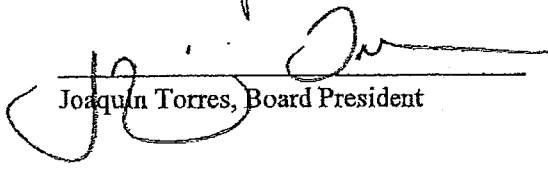
DATED: June 13, 2014

  
Velma Navarro,  
Deputy Executive Director/Chief Operating  
Officer

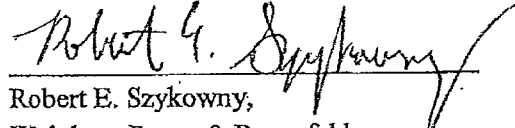
DATED: June 13, 2014

  
David Canham, SF Field Director

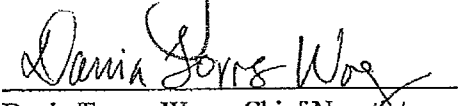
DATED: June 13, 2014

  
Joaquin Torres, Board President

DATED: June 13, 2014

  
Robert E. Szykowny,  
Weinberg Roger & Rosenfeld

DATED: 13 June 2014

  
Dania Torres Wong, Chief Negotiator,  
Renne Sloan Holtzman Sakai

June 13, 2014

  
Renita Mason

June 13, 2014

  
Danda Campbell

Letter of Agreement between San Francisco Housing Authority and SEIU Local 1021 Regarding  
RAD Impacts


SIGNATURE PAGE FOR ADDITIONAL BARGAINING TEAM MEMBERS

FOR SEIU LOCAL 1021:

DATED: 6/13/14

Sabrina Cheek: 

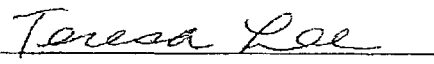
DATED: 7/8/14

L'Tanya Allen-Harris: 


DATED: 6/13/14

Wil Daniels: 

DATED: 6-13-14

Teresa Lee: 

DATED: 6-13-14

Adam Aguayo: 



Letter of Agreement between San Francisco Housing Authority and SEIU Local 1021  
Regarding RAD Impacts

Attachment 1



Edwin M. Lee, Mayor  
Nancy M. Kelly, City Administrator

OFFICE OF THE  
CITY ADMINISTRATOR



June 6, 2014

Joaquin Torres, President  
San Francisco Housing Authority  
1815 Egbert Avenue  
San Francisco, CA 94124

Dear President Torres:

This letter will confirm our recent conversations regarding the intent of the City and County of San Francisco ("the City") to provide Permanent Exempt ("PEX") appointment opportunities for identified employees of the San Francisco Housing Authority ("SFHA") represented by SEIU 1021, impacted by Phase 1 and 2 of implementation of the Federal Housing and Urban Development ("HUD") approved Rental Assistance Demonstration ("RAD") program in San Francisco.

The following City classifications ("Job Codes") have been determined to be substantially comparable to the impacted SFHA SEIU 1021 employees' classifications:

PHASE 1:

City Job Code	City Job Code Title	Comparable SFHA Classification
2708	Custodian	Maintenance Generalist I

In Phase 1, a total of five (5) PEX positions will be offered in the above mentioned City classifications to impacted, identified SFHA employees, pursuant to San Francisco Charter section 10.104.18, and will be limited to a maximum duration of three (3) years and are not renewable.

In Phase 2, the City will assess the needs of SFHA employees at that time and work with SFHA to offer PEX positions to impacted, identified SFHA employees, pursuant to San Francisco Charter section 10.104.18, and will be limited to a maximum duration of three (3) years and are not renewable.

All former SFHA employees offered PEX employment with the City, pursuant to this transition, will be considered new employees of the City and will be required to adhere to the terms and conditions of employment applicable to all new City employees. It is important to note that in order for incumbents appointed to these PEX positions in the City to be considered for permanent civil service status, they must participate in and be successful in a competitive civil service examination process.

1 Dr. Carlton B. Goodlett Place, City Hall, Room 362, San Francisco, CA 94102  
Telephone (415) 354-4332; Fax (415) 354-4849

*Letter of Agreement between San Francisco Housing Authority and SEIU Local 1021  
Regarding RAD Impacts*

Joaquin Torres, Re: Permanent Exempt Appointment, June 6, 2014  
Page 2

In addition, in anticipation of the RAD implementation time lines, the City will maintain vacancies for the requisite number of positions in the above mentioned job nodes to support the transition of impacted SFHA employees in both RAD Phase 1 and RAD Phase 2 of the program. To that end, it is imperative that the SFHA seeks agreement with SFHA SEIU 1021 that temporary exempt (TEX) appointments in anticipation of the PEX appointment of former SFHA employees in these positions will not be contested nor grieved. In absence of such agreement, the City will not hold open positions for these SEIU members.

We look forward to the successful implementation of the RAD program and welcoming SFHA employees into the City.

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Human Resources Director

Letter of Agreement between San Francisco Housing Authority and SEIU Local 1021  
Regarding RAD Impacts

Attachment 2



- Rosario Sanchez  
President
- Crawford Johnson  
Region A
- Tom Popowick  
Region B
- Clay Ramirez  
Region C
- Larry Mendham  
Region D
- Marcus Williams  
Region E
- Patricia Holmes-Morton  
Secretary
- Felix Camarillo  
Treasurer
- Karen Abbott  
Vice President of Representation
- Alysbirth Alexander  
Vice President of Justice
- Ramona Tyson-Nichols  
Vice President of Operations
- Executive Board**
- Phyllis Aguirre
- Pats Akari
- Nancy Avrell
- Albar Bob
- Derrick Bonté
- Gina Castano
- Glenn Charvick
- Gregory Chong
- Everett Curren
- Rico Dark
- Kate Falout
- David Fleming
- Nancy Gisham
- Cynthia Henry
- Andree Langwin
- Richard Pena
- Patricia Reynolds
- Mercedes Riggaman
- Victoria Russell-Benson
- Eric Stern
- Ranjita Witty
- Doris Vlasova
- Erica Watkins
- Art Wise

Send via U.S. Mail, Email & Fax (415) 330-0785

January 29, 2014

Phyllis Moore-Lewis, Director  
Human Resource Division  
San Francisco Housing Authority  
1815 Egbert Ave, 2<sup>nd</sup> Floor  
San Francisco, CA 94124

**RE: Class Action Level I Grievance – Eligibility Worker I  
classifications in SFHA Public Housing Operations.**

Dear Ms. Moore-Lewis:

Grievants

SEIU Local 1021 is filing a Level one grievance on behalf of all affected Eligibility Worker I (EWI) union members working in Public Housing Operations. The Union's position is that all bargaining unit members in the classification of Eligibility Worker I, in the Public Housing Operation at SFHA, who have worked for 18 months or more, should be moved to the Eligibility Worker II (EWII) Classification.

Information

The current job description for Eligibility Worker I states that "after twelve (12) months and at the authority's discretion, incumbents demonstrating the skills, proficiency and performance required to perform increasing complex and varied assignments, may be elevated to the next level upon meeting the education and/or experience requirements for Eligibility Worker II.

During the Joint Labor Management Committee with SEIU and SFHA, there was an agreement generated on February 10, 2012, that if an Eligibility Worker I have worked more than 18 months, they will be moved to an Eligibility Worker II. This was adhered to and implemented in the Section 8 Division; however, Public Housing Division has refused to honor the agreement.

Violation

The Union believes SF Housing Authority violated the agreement dated February 10, 2012 as set forth during the Labor Management Committee.

Past Practice – The same agreement was applicable to the Section 8 Division and was honored. For some unknown reason, management refused

Executive Board Budget & Finance Committee  
Thomas Brunkfeld - Karen Curran - Eric Day - Ronald Eganwood  
Doug Mac - Julie Mayall - Peggy LaRosa - Neil Rice - Herman Roth

350 Rhode Island Street, Suite 100 Southfield, • San Francisco, CA 94103 • 415-641-6611 • 877-415-1021 • Fax 415-431-6261  
Service Employees International Union Local 1021, CIO • www.seiulocal1021.org

**Letter of Agreement between San Francisco Housing Authority and SEIU Local 1021  
Regarding RAD Impacts**

To: *Thyllis Moore-Lewis*  
Re: *Class Action Level I Grievance - Eligibility Worker I classifications in SFHA Public Housing Operations*  
Page 2  
1/29/14

to honor the agreement for the Public Housing Division.

SEIU Local 1021 reserves the right to amend, modify this grievance as necessary.

**Remedy:**

SEIU Local 1021 is requesting the following remedy:

1. Compensate all Eligibility Worker I's at the Eligibility Worker II classifications from the time they were supposed to be classified at the higher classification.
2. Make whole any other benefits that may have been affected (i.e. Retirement).

SEIU Local 1021 would appreciate a response within the next five (5) working days. The Union is willing to meet to resolve this matter. If you have any questions or concerns, please feel free to contact me at (415) 848-3611 or [jef.chapman@seiu1021.org](mailto:jef.chapman@seiu1021.org). If you need to reach a union representative immediately, you may contact Chapter President Renita Mason at (415) 715-2090.

Sincerely,



Jeff Chapman  
Union Representative

JC/em

cc: Renita Mason, Chapter President SEIU Local 1021  
Teresa Lee, Chief Steward SEIU Local 1021  
Eligibility Worker I's in Public Housing, SFHA  
Leah Berlanga, SF Field Team Supervisor  
David Cathlam, SF Field Director  
File

cmrpeid19a5-14



OFFICE OF THE  
CITY ADMINISTRATOR



Edwin M. Lee, Mayor  
Naomi M. Kelly, City Administrator

June 6, 2014

Joaquin Torres, President  
San Francisco Housing Authority  
1815 Egbert Avenue  
San Francisco, CA 94124

Dear President Torres:

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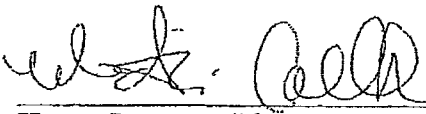
Joaquin Torres, Re: Permanent Exempt Appointment, June 6, 2014  
Page 2

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We look forward to the successful implementation of the RAD program and welcoming SFHA employees into the City.

Very truly yours,

  
\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
Human Resources Director