



**AGREEMENT BETWEEN  
THE HOUSING AUTHORITY OF THE COUNTY OF MERCED**

**AND**

**LOCAL 2703, AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO**

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## **PREAMBLE**

WHEREAS the Housing Authority of the County of Merced ("Authority") and Local 2703, American Federation of State, County and Municipal Employees, AFL-CIO ("AFSCME" or "the Union"), entered into a Memorandum of Understanding ("MOU") that expired on January 31, 2020 contained an express provision that it shall continue both during the period of negotiations over a successor MOU, and until notice of termination of the prior MOU is provided to the other Party; therefore,

THE PARTIES AGREE, upon ratification of the following new MOU, that negotiations have been completed; all prior MOU have ended and are superseded by this new MOU upon execution of this successor MOU by all Parties.

This MOU has, as its purpose, the promotion of harmonious relations between the Authority and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

## **ARTICLE 1 - RECOGNITION**

Local 2703, AFSCME shall represent all regular and probationary employees of the Authority, except those exempted by this contract, for the life of this MOU.

## **ARTICLE 2 - DUES DEDUCTIONS AND NEW EMPLOYEE ORIENTATIONS**

### **A. Dues Deductions**

The Union shall have the regular dues and any voluntary deductions of its bargaining unit members deducted from their paychecks pursuant to the dues deduction authorization forms as reported by the Union.

The Union is solely responsible for distributing to, and collecting from, employees the dues and voluntary deduction authorization forms. The Union is responsible for maintaining the deduction forms from individual employees. Copies of an individual employee's deduction authorization need not be provided to the Authority unless a dispute arises about the existence or terms of the authorization. Questions regarding Union membership, dues amounts, and payroll deductions must be directed to the Union and not the Authority.

The Union shall indemnify, defend, and hold the Authority, its officers, agents, and employees harmless from and against any and all claims, demands, losses, defense costs, suits, or other action or liability of any kind or nature arising from this section, including, claims for or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on the Union's representations and certifications regarding employee dues deduction authorizations.

This section of the MOU is not grievable.

## **B. New Employee Orientations**

If on file with the Authority, the Authority will supply the Union with the names, job titles departments, work locations, work, home, and personal cellular telephone numbers, home addresses, and personal email addresses of each new employee within 30 days of hiring the employee, and once quarterly for all employees in the bargaining unit.

The Union will be given 10 days' notice of new employee group orientation meetings and a representative of the Union will be invited to meet with the new employees. The Union representative may then meet with the new Union-represented employees in the orientation meeting room in a small group or individuals for thirty (30) minutes after the conclusion of the orientation meeting.

## **ARTICLE 3 – DEFINITIONS**

The following definitions shall be utilized within this MOU:

**FULL-TIME, REGULAR EMPLOYEE:** An employee who occupies an allocated position; has successfully completed an initial probationary period; and is assigned a regular 40-hour workweek.

**PART-TIME, REGULAR EMPLOYEE:** An employee who occupies an allocated position; has successfully completed an initial probationary period; and is assigned a regular work schedule of less than 40 hours per week.

**PROMOTION:** A competitive appointment of an employee to a position which is outside of their current classification or job series, and which may involve increased authority.

**RECLASSIFICATION:** A non-competitive appointment of an employee to a position for which they are presently satisfactorily demonstrating the listed necessary knowledge, skills, and abilities to perform within the job classification. Reclassifications shall be in accordance with current Authority procedures.

**JOB SERIES:** A job series is a progression between positions within a classification which have similar minimum qualifications and where the primary difference is the number of years of experience required. Upward progression through a series shall also be subject to satisfactory demonstration of the listed necessary knowledge, skill and abilities to perform within a job classification.

## **ARTICLE 4 - EMPLOYMENT**

### **Section 1: Recruitment**

The purpose of recruitment is to assure that interested persons are informed of, and qualified persons are attracted to compete for, employment opportunities. Job openings and examinations will be publicized to the maximum extent necessary to assure equal employment opportunities. In recognition of the intent to recruit the most qualified individuals, the internal recruitment process discussed below will be utilized in conformance with other applicable regulations, procedures, and policies relating to the recruitment and selection of employees for promotional opportunities with the Authority.

### **Section 2: Closed Recruitment**

As set forth below, closed competitive recruitment shall initially be utilized for all vacant positions that are within the bargaining unit.

The Human Resources Department will prepare a notice of vacancy to be sent to each department for posting. The recruitment shall be open a minimum of five (5) working days. All interested employees must file a statement of qualifications with the Human Resources Department on or before the closing date. As determined within Management discretion, Employees may then be interviewed and tested if necessary, and if it is determined by Management that they meet the posted job requirements, a successful candidate will be elected from among the qualified applicants.

In the event that no applications are received from employees at the expiration of the posting period, or if no qualified candidates are determined by Management, the Authority shall then proceed to open or public recruitment in accordance with Authority policies and procedures.

Seniority shall be determinative for selection of a successful candidate only if all other job criteria are relatively equal.

### **Section 3: Temporary Appointments**

Appointments or transfers may be made to temporarily fill a permanent position or a position which is not expected to become permanent. Temporary appointments are for a period of not less than two consecutive pay periods and shall not extend beyond nine hundred sixty (960) hours in a fiscal year. A temporary appointment is the continuous full-time assignment of performing the full range of the essential, significant, and distinguishing job functions of the temporary position. The Authority shall determine interest among employees by requesting a Statement of Interest for the position, utilizing the criteria contained in Article 3, Section 3, except for the provision to proceed to open or public recruitment.



Regular employees temporarily assigned to such positions shall be returned to their previous classification and salary step upon completion of the temporary appointment. Regular employee seniority status quo shall be maintained within their department unit. Out of class pay is set forth in Article 13, Section 7 (following).

#### **Section 4: Initial and Promotional Probation Periods**

All employees newly hired by and appointed to permanent positions shall serve a probationary period of one (1) year from the date of permanent appointment to the class.

All employees who are promoted from within the ranks of the Authority, or reclassified, shall serve a promotional probationary period of six (6) months from the date of permanent appointment to the new class.

Any employee appointed to a previously held classification from a re-employment list shall not commence a new probationary period; however, such employee is subject to the provisions of this Article that extend a probationary period that had not been completed (prior to the layoff or reduction in force that resulted in their placement on the re-employment list).

The probationary period shall be regarded as part of the recruitment and selection process.

#### **Section 5: Status and Evaluations During Probation Periods**

##### **A. Evaluations During Probationary Periods**

All employees serving a probationary period shall have their performance evaluated regularly. Each evaluation shall cover a two-month evaluation period commencing from the first day of probation. Evaluations shall be completed and a copy provided to the employee approximately every sixty (60) days.

##### **B. Dismissal or Rejection During Probationary Period**

Employees serving an initial 12-month probationary period may be dismissed from employment, without cause and without right to a hearing or appeal, at any time during the probationary period. Employees serving a six (6) month promotional probation period may be rejected from probation in the new classification, without cause and without right to a hearing or appeal. If an employee is rejected from probation during a promotional probation period, that employee shall be returned to the employee's previously held position (held prior to promotion or reclassification), provided the employee successfully completed the employee's probationary period (initial or promotional) in that previously held classification.

### **C. Extensions of Probationary Periods**

Any single or cumulative period of absence from work, with or without leave, of 120 hours or more shall automatically extend the probationary period by the cumulative duration of the absence. In addition, the Authority may extend any initial probationary period for up to an additional 90 days, if, in its discretion, additional time is needed to fully evaluate or address specific job performance concerns.

### **D. Successful Completion of Probation**

Upon successful completion of the probationary period, an employee shall become a regular employee in that classification. All probationary employees shall receive a salary step increase upon successful completion of their probationary period.

## **Section 6: Employee Records**

A complete, separate personnel file shall be maintained for each regular employee. The employee file shall contain all pertinent employment forms and records; annual evaluations; written communications; written reprimands, and all other records and materials deemed necessary by practice, audit, law, or policy.

Such records shall be maintained as confidential except for those specific records which are deemed as "public record." Employees shall have access to their personnel file upon request to the Human Resources Officer. Such access shall conform to the existing policies of the Authority. Employees shall have access and the right to inspect or copy any notes or documents within their file, on which the Authority relied within a disciplinary action or performance evaluation.

Employees may formally request the selective removal of records from their personnel file regarding the following:

1. Written reprimands more than three (3) years old.
2. Other items not specifically identified above which are not required by policy, practice, law or audit.

Requests for removal of such records shall be in writing, identifying the specific records to be removed.

## **Section 7: Voluntary Resignation or Separation and Automatic Resignation from Service**

### **A. Voluntary Resignation or Separation**

Any employee may resign from employment, in writing. Employees resigning in this manner are requested, when possible, to provide at least two (2) weeks' notice prior to their last workday. If requested by the employee, the Authority shall conduct an exit interview. The Authority may also request an exit interview, however employee

participation in such interview shall be voluntary. An employee wishing to rescind the resignation may do so in writing within 24 hours from when the resignation was submitted.

### **B. Automatic Resignation from Service**

Any employee who is absent for three consecutive workdays or more, without notifying the Authority of a need for the absence supported by appropriate documentation, or without authorization, whether with or without leave, may be deemed to have abandoned and automatically, voluntarily resigned from their employment with the Authority. Any such automatic resignation shall be automatically accepted by the Authority, and become effective, at the end of the regularly scheduled workday on the third day of absence. Prior to the third day of absence, the Authority shall make an attempt to contact the employee at their residence and through any emergency contact information provided by the employee.

An employee deemed to have automatically resigned shall be provided with notice of the automatic resignation via certified mail and shall have five (5) workdays to provide a response. In the event an employee provides such a response, the Authority shall consider said response and determine whether, in the Authority's sole discretion, the automatic resignation should be permitted to be rescinded. The Authority's decision regarding rescinding an automatic resignation shall not be subject to further appeal.

Nothing in this section shall preclude the Authority from proposing or taking disciplinary action against an employee for any period of unauthorized absence from work.

### **Section 9: Duty to Consult**

Prior to a change in the scope of configuration of any Authority represented position currently listed on the position allocation schedule, the Authority agrees to notify the Union at least ninety (90) days in advance of any anticipated change, and to discuss any potential concern which may be inclusionary under the Meyers Millas Brown Act.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

Notwithstanding any of the items agreed to herein, nothing in this Memorandum of Understanding is intended to limit the management rights of the Authority, including, but not limited to the following:

1. Direct the work of its employees;
2. Hire, discharge, promote, demote, transfer, assign, and classify employees; to lay off employees for lack of work or funds; to assign work; to establish safety and other rules governing the operation of the Authority and the conduct

of the employees. Nothing is intended in this Article to conflict with the other Articles of the contract.

3. Discipline employees for proper cause;
4. Take actions as may be necessary to carry out the mission of the Authority in emergencies;
5. Determine the methods, means, and personnel by which operations are to be carried on;
6. Determine the budget, organization, merits, necessity, and level of any activity or service provided to the public.

## **ARTICLE 6 - NO INTERFERENCE; NO LOCKOUT**

### **Section 1: No Interference**

The Union and its officials will not, directly or indirectly, take part in any action against, or any interference with, the operations of the Authority during the term of this MOU. The Union will not engage in sympathy strikes during the term of this MOU.

### **Section 2: No Lockout**

The Authority shall not conduct a lockout of its employees during the term of this MOU.

## **ARTICLE 7 – NON-DISCRIMINATION**

The Authority will not interfere with or discriminate in any way against any employee by reason of their membership in, or activity required by this MOU, nor will the Authority discourage membership in the Union.

The Parties to this MOU are equally committed to compliance with Housing Authority Policy and government antiharassment requirements, which prohibit harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns, and volunteers based on their actual or perceived Race; Religion; Religious creed (including religious dress and grooming practices); Color; National origin (including language use restrictions or because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States); Ancestry; Physical or mental disability (including HIV and AIDS); Medical condition (any health impairment related to or associated with a diagnosis of cancer or a record or history of cancer; or any genetic characteristic); Genetic information (including any request for, or receipt of genetic services, or participation in clinical research that includes genetic services, by an individual or any family member of

the individual, but does not include information about the sex or age of any individual); Marital status (including registered domestic partnership status); Sex (including pregnancy, childbirth, breastfeeding/lactation and related medical conditions); Gender; Gender identity (a person's identification as male, female, a gender different from the person's sex at birth, or transgender); Gender expression (a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth); Transgender status (a person whose gender identity differs from the person's sex at birth; a transgender person may or may not have a gender expression that is different from the social expectations of the sex assigned at birth, and may or may not identify as "transsexual"); Age (40 and over); Sexual orientation (heterosexual, homosexual, bisexual); A request for FMLA/CFRA and/or pregnancy disability leave; Civil Air Patrol status; Military and veteran status (member or veteran of the United States Armed Forces, Armed Forces Reserve, National Guard, or the California National Guard); and Any other consideration protected by federal, state, or local law.

Harassment is also prohibited based on an applicant's or employee's association with individuals who are or who are perceived to be in a protected category, or because an applicant or employee sympathizes with, encourages, or participates in groups organized for the protection or assertion of protected rights under state antiharassment laws. The Housing Authority does not allow harassment based on a person's sex stereotype (an assumption about a person's appearance or behavior, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalizations about the individual's gender).

The Housing Authority and Union will not tolerate, and shall bear equal responsibility for applying this provision of the MOU to prevent harassment based on these characteristics or any other characteristic protected by applicable federal, state, or local law.

## **ARTICLE 8 - UNION STEWARDS AND REPRESENTATIVES**

The Authority recognizes and agrees to deal with the accredited Union stewards and representatives of the Union in all matters relating to grievances and the interpretation of this MOU. This specifically includes the Chapter board. The makeup of the Chapter board shall consist exclusively of regular employees of the Authority who are Union members and the Union Business Agent. Except for the Business Agent, no non-employee shall be considered as a part of the Chapter board. The Union shall provide the Authority with a list of those members who are on the Chapter board on an annual basis.

A written list of the officers of the Union, and the Union stewards and the specific areas they represent, shall be furnished to the Authority immediately after their designation, and the Union shall notify the Authority promptly in writing of any changes of such Union officers or stewards.

## **Section 1: Stewards**

The number of Union stewards shall not exceed four (4). Any change in the number of stewards shall be made by written consent of both parties to this MOU. Stewards shall be granted reasonable time during the workday to address representational issues.

## **Section 2: Union Access**

Upon request to the Executive Director or the Executive Director's designee, a representative of the AFSCME International or Local 2703 who represents an employee may visit Authority offices at a time mutually agreeable to both parties for the purpose of consultation. During such visits, the representatives may inspect any area pertinent to the subject of the consultation.

A representative of the Authority, at its option, may accompany the parties.

During such visits, representatives shall not in any way interfere with the orderly and efficient operation of the Authority workplace.

## **ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 1: Statements of Intent**

It is the intent of the parties to this MOU to anticipate and diminish causes of grievances, and to settle any which arise at the lowest practical level of supervision as fairly and promptly as possible. The purposes and objectives of a grievance procedure should include the following:

1. Promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
2. Assure fair and equitable treatment of all employees, supervisors, and management.
3. Allow employees a systematic means of obtaining further consideration of problems after every other reasonable effort has failed to resolve them through discussions.
4. Encourage the settlement of disagreements informally at the employee-supervisor level, and provide an orderly procedure to handle grievances throughout the supervisory levels where necessary.

5. Resolve grievances as quickly as possible, and correct, if possible, the causes of grievances, thereby reducing the number of grievances and future similar complaints.
6. Provide that grievances shall be settled as near as possible to the point of origin.
7. Provide that grievances shall be heard and settled as informally and timely as possible.

## **Section 2: Definitions**

For the purpose of this grievance procedure, the following definitions shall apply:

**GRIEVANCE:** Any dispute between (a) the parties of this MOU, or (b) the Authority and the employee or employees with respect to the meaning, interpretation, or application of working conditions, policies, written rules, or work-related occurrences, which are within the scope of representation.

**DIRECTOR:** The Executive Director of the Authority or the Executive Director's designated representative.

**IMMEDIATE SUPERVISOR:** The individual who assigns, reviews, and directly supervises the routine work of an aggrieved employee.

**DEPARTMENT DIRECTOR:** The management person designated by the Executive Director to have administrative and fiduciary responsibility for a specific agency department.

**CHAIN OF COMMAND:** A progressive, structured interaction with designated supervisory and managerial staff, beginning with the employee's immediate supervisor and continuing in an identifiable recourse of management personnel of increasing jurisdiction and authority, ultimately resulting in direct access to a Department Director or Director of the agency.

**UNION REPRESENTATIVE:** Any person who is authorized to officially represent the local Union bargaining unit, including employee Union stewards.

**AUTHORITY:** Refers to the Housing Authority of the County of Merced.

**UNION:** Refers to the American Federation of State, County and Municipal Employees, Local 2703, AFL-CIO.

**UNION CHAPTER BOARD:** A Chapter board shall be recognized as an authorized Agent of the Union, and shall consist exclusively of regular employees of the Authority who are Union members, as well as the Union Business Agent.

### **Section 3: Grievance Procedures**

Upon request of the aggrieved employee, a steward or Union officer may investigate the specified grievance and assist in its presentation. The aggrieved employee shall be allowed reasonable time during working hours without loss of time or pay for such activity, subject to prior notification and approval of the aggrieved employee's immediate supervisor and with the concurrence of the Executive Director or the Executive Director's designee.

The aggrieved employee may have the assistance of a Union Steward at all stages of the Grievance Procedure. The aggrieved employee and the aggrieved employee's Steward shall not suffer a loss of pay or benefits while meeting with management during the presentation of a grievance or any formal processes under this section. Grievance meetings shall be scheduled at such a time as not to interfere with the operation of the Authority. The Authority and Union agree that Authority -paid employee participation in grievances affecting more than one employee shall be limited, at all stages of this grievance procedure, only to the minimum number of employees necessary to present the issue(s) (duplicative participation will be avoided.) If the employee or Union fails to follow any of the timelines for initiating or advancing the grievance, it shall be deemed resolved and withdrawn. In the event that additional response time is needed by the Union or Authority a timely request may be made; such extension shall not exceed ten (10) working days. Grievances will be processed in the following manner and within the stated time limits (time limits are jurisdictional):

#### Step 1 - Informal Procedure:

Informal grievances shall be presented orally or in writing to the aggrieved employee's immediate supervisor within ten (10) working days following the occurrence of events on which the grievance is based, or within ten (10) working days from when the affected employee knows or should have known about the facts or causes giving rise to the grievance. The aggrieved employee's supervisor shall deliver an official response to the employee within five (5) working days from the date the grievance was presented to the supervisor by the employee as a grievable matter. This informal discussion should be pursued as far as possible toward the resolution of the grievance at this preliminary level before proceeding to the formal grievance procedure. A grievance that is of such a nature it cannot be resolved at the Informal level shall be elevated to the level where resolution can be reached.

If no response is received, or if the aggrieved employee is dissatisfied with the response, he or she may appeal the response through Step 2 – Formal Grievance Procedure, Appeal to Department Head.

#### Step 2 – Formal Grievance Procedure, Appeal to Department Head:

If an employee and the employee's immediate supervisor cannot reach an agreement as to a resolution of the grievance, or the aggrieved employee has not received a written decision from the aggrieved employee's immediate supervisor within the five



(5) working day limit, the aggrieved employee shall, within five (5) working days, present the aggrieved employee's grievance in writing, specifying the subject of the grievance, and the aggrieved employee's requested resolution or mitigation of the grievance situation, dated and signed, to the aggrieved employee's Department Head. The Department Head shall schedule a meeting with the aggrieved employee and the aggrieved employee's representative at a mutually agreed upon location and time to discuss the grievance. Within five (5) working days after the filing of the appeal; or within five (5) working days after the meeting, if held; the Department Head shall give the Department Head's written decision to the aggrieved employee.

If no response is received, or if the aggrieved employee is dissatisfied with the response, the aggrieved employee may appeal the response through Step 3 – Formal Grievance Procedure, Appeal to Executive Director.

Step 3 – Formal Grievance Procedure, Appeal to Executive Director:

If the aggrieved employee and the Department Head cannot reach a mutually-acceptable resolution of the grievance, or the employee has not received a decision from the Department Head within the timeframes provided for in Step 2, the employee may, within five (5) working days, present the employee's grievance in writing to the Executive Director. The grievance shall be presented to the Executive Director or the Executive Director's designated representative, along with all pertinent written materials to date.

Within ten (10) working days of the receipt of such grievance, the Executive Director or the Executive Director's designated representative, shall arrange a meeting with the aggrieved employee and their representative, at a mutually agreeable location and time, to discuss the grievance. The Executive Director or the Executive Director's designated representative will issue a written decision within ten (10) working days following the date the grievance is filed at Step 3 or within ten (10) working days following the aforesaid meeting, if held, whichever is later.

If no response is received, or if the aggrieved employee is dissatisfied with the response, the aggrieved employee may appeal the response through Step 4 –Appeal to Arbitration.

Step 4 – Appeal to Arbitration:

Appeals to Arbitration for grievances or disciplinary actions shall be submitted in writing within five (5) working days after the Executive Director's response or the response of the "Skelly" officer is given.

Within five (5) working days after the filing of such appeal, the Authority shall request a list of seven (7) neutrals from the California State Mediation and Conciliation Service (CSMCS). Any fee for such list will be borne equally between the Parties. The Parties may agree on an Arbitrator, but if no agreement is reached, each party shall in turn cross off one (1) name on the list. The order of striking shall be initially determined by the toss of a coin, and alternated in subsequent selections. The final

name left on the list shall be selected to hear the case. At the arbitration hearing, the aggrieved employee may be accompanied by the Union representatives of the aggrieved employee's choice, which may include but are not limited to the steward, the Business Agent, and the Union's legal counsel.

Both the aggrieved employee and the Authority have the right to present documents and other evidence, and call, and cross-examine witnesses. Formal rules of evidence shall not apply, however all evidence must be relevant and may not be the subject of a protected privilege, such as attorney-client privilege. The decision of the Arbitrator shall be in writing and shall be final and binding on both parties.

The Arbitrator shall have no authority to add, delete, or alter any provision of this MOU, but shall limit the Arbitrator's decision to the scope, application, and interpretation of the provisions of this MOU, and shall make no decision in violation of existing law.

The fees and expenses of the Arbitrator and Court Reporter shall be shared equally by both parties hereto. In case of a grievance involving any money claim against the Authority, no award shall be made by the Arbitrator which shall allow any alleged accruals prior to the date when such grievance shall have been presented to the Authority in writing except in the case whereby the employee or Union, due to lack of knowledge, could not know prior to that date that there were grounds for a claim. In such cases, retroactive claims shall be limited to a period of sixty (60) calendar days prior to the date the claim was first filed in writing.

## **ARTICLE 10 - DISCIPLINE AND DISMISSAL**

### **Section 1: Scope & Purpose**

The Union and the Authority recognize that both the Authority and employees share in the responsibility for keeping their respective departments operating in a safe, efficient, effective, and orderly manner. Both the Union and the Authority also recognize that certain types of conduct jeopardize the safe, efficient, effective, and orderly operation of the Authority.

### **Section 2: Discipline**

Formal disciplinary action or measures shall include only the following:

1. Written Reprimand;
2. Reduction In Pay;
3. Suspension; and
4. Dismissal.

Any disciplinary action against an employee shall be done in a manner that attempts to minimize the employee's embarrassment before other employees or the public.

In any meeting, interview, or other pre-disciplinary proceeding in which the employee reasonably believes that questioning could lead to disciplinary action; or at any stage of disciplinary proceedings after the Notice of Intent to impose a disciplinary action is issued to an employee; such employee has the right to be accompanied by a representative of their own choosing. It is solely the employee's obligation to request representation, if desired.

### **Section 3: Written Reprimand**

If the Authority finds that an offense is not serious enough for suspension or other formal action(s), a written reprimand may be given to the employee. A written reprimand is a formal, written communication to an employee from a supervisor. All written reprimands will be clearly labeled as such; will be signed by both the employee and the supervisor, and will be placed in the employee's personnel file. The employee may file a rebuttal to the reprimand within seven (7) working days of signing, which will be attached to the reprimand in the employee's personnel file.

### **Section 4: Reduction In Pay**

A reduction in pay may be assessed against an employee where such a sanction is deemed appropriate by either of the following:

1. Reducing the employee one (1) or more steps within a salary range, or;
2. Reducing the compensation paid to an employee for a fixed period of time for disciplinary purposes.

### **Section 5: Suspensions**

Any employee may be suspended without pay for disciplinary purposes for one or more causes, per Section 7 of this Article.

### **Section 6: Dismissal**

Dismissal is the permanent separation of an employee from active employment status with the Authority.

### **Section 7: Conduct That May Result In Disciplinary Action**

Any regular employee may be suspended, subject to dismissal, for one (1) or more of the following causes:

1. Violation of any of the Authority's rules, regulations, or policies;
2. Incompetency;
3. Dishonesty;

4. Insubordination;
5. Inexcusable absence without leave;
6. Refusal or repeated failure to perform the normal and reasonable duties of the position;
7. Immorality;
8. Conviction of a felony or of any crime involving moral turpitude;
9. Misuse of the Authority's property;
10. Any other failure of good behavior or acts during duty hours which are not compatible or are inimical to public services;
11. Being under the influence of drugs or alcohol while on duty; and
12. Failure to possess a valid California driver's license, if the license is required in the job description.

The foregoing conduct is not meant to be all-inclusive.

Except in cases of a written reprimand, immediately following the decision to impose formal disciplinary actions listed within this Article, the Authority shall notify the employee and the Union representative in writing of the proposed action, and the employee's due process rights.

Any employee found to be unjustly suspended or dismissed shall be reinstated with full compensation for all lost time, and with full restoration of all other rights and conditions of employment.

## **Section 8: Notice of Proposed Discipline, Disciplinary Action, and Appeal Procedure**

### Initial Notice of Intended Disciplinary Action and Skelly Rights.

Prior to the imposition of proposed disciplinary action, the department head or the department head's designee shall give written notice to the employee. The written notice of intended disciplinary action shall be personally delivered to the employee or sent to the employee by certified mail to the employee's last known mailing address. If mailed, service shall be deemed complete five (5) calendar days after mailing, or the date signed for, whichever is earlier. The contents of the written notice shall include, but need not be limited to, the following:

1. A statement in ordinary and concise language outlining the specific violations of department or Authority rules, regulations, ordinances,

policies, or any state or federal law that the employee is alleged to have violated.

2. The contemplated disciplinary action.
3. A notice that the employee may request to review all materials relied upon by the Authority in support of the proposed discipline, including but not limited to: tape recordings, reports, memorandums, transcripts, witness statements, and all other available materials and evidence.
4. Notice that the employee may request a pre-disciplinary "Skelly" meeting within five (5) working days of receipt of the intended disciplinary action notice. Such request must be made in writing and addressed to the Executive Director or other designee as identified in the Notice. The pre-disciplinary hearing may be waived by the employee, either by written waiver or by failure to submit the written request for pre-disciplinary hearing within the time allowed. The pre-disciplinary hearing shall be held as soon as practicable before the Authority's Executive Director or the Executive Director's designee as the Skelly Officer. The employee shall be afforded a reasonable opportunity to respond orally or in writing at the Skelly meeting.

#### Final Notice of Disciplinary Action.

Within ten (10) working days following the pre-disciplinary hearing, or as soon after as reasonably possible if the disciplinary action is still contemplated, the Skelly Hearing Officer shall serve upon the employee a final determination after the Skelly meeting. If a proposed disciplinary action is sustained, the determination shall include Notice of Disciplinary Action setting forth the decision of the Skelly hearing officer and an order of discipline, which shall include the effective date of the disciplinary action.

#### Effective Date of Discipline.

Discipline imposed pursuant to this section shall not be effective until either (a) the employee waives or does not request a Skelly hearing within five (5) working days of receiving Notice of the intended disciplinary action; or, (b) the date that the Skelly Hearing Officer provides Notice of their determination after hearing in the Notice of Final Disciplinary Action to the employee, whichever is later.

#### Administrative Appeals Process.

Any final disciplinary action involving the equivalent of a loss of pay of ten (10) workdays or less may be appealed to the Executive Director. Any final disciplinary action greater than a ten (10) workday suspension without pay, or equivalent, may be appealed to Arbitration. An appeal of disciplinary action must be made in writing and must be received by the Executive Director within five (5) working days of the discipline becoming effective. If an employee fails to appeal within the prescribed five (5) working day time period, all further appeal steps are waived. Time requirements in this Section are jurisdictional.

If the employee timely files an appeal to arbitration of disciplinary action in writing, the Executive Director shall initiate the procedures outlined in Article 8, Section 4, Step 4 of the Grievance procedure (Appeal to Arbitration).

### **Section 9: Inapplicability To Probationary Employees**

In reference to this Article, the term "regular" employee shall not include probationary employees. Any probationary employee may be dismissed by the Authority without cause and without recourse by the employee. However, the Authority shall maintain the confidentiality of the reasons for discharge limited only to those who need to know and only to the extent allowed by law.

## **ARTICLE 11 - TRANSFERS, LAYOFFS & RECALL**

### **Section 1: Transfers**

Whenever a vacancy in any one of the job classifications occurs as a result of retirement, termination, or resignation, the Authority shall post a notice of such vacancy on all work sites for a period of five (5) working days. This notice shall inform employees that the Authority will accept a Statement of Qualifications from regular employees in the same job classification as the vacant position for transfer to the vacant position. All Statement of Qualifications for transfer to the vacant position shall be submitted in writing to the Human Resources Department.

The Authority shall not otherwise advertise the vacant position or attempt to fill the vacant position until the period of time for Statement of Qualifications for transfer specified in the notice has expired. In the event two (2) or more qualified regular employees in the same job position or classification as the vacant position submit a Statement of Qualifications to transfer to the vacant position, the Department Director having jurisdiction over the vacant position shall make a recommendation to the Executive Director as to a final selection for the vacancy, including a potential recommendation that no transfer of an employee occur.

### **Section 2: Layoff & Recall**

The process relating to layoff and recall of regular employees shall include but not be limited to the following: order of layoff; reinstatement; reduction in force; seniority within classifications; maintenance of eligibility lists; procedures for recall; and benefits upon retirement. The decision to implement layoffs and the application or interpretation of this section (Article 10, Section 2) shall be appealable only as provided for in this Article, and shall be appealable only to the Executive Director, within ten (10) calendar days of the date the employee receives notice of the layoff.

#### **A. Layoff & Reduction In Force**

(a) Prior to the layoff of any regular employee for lack of work, reorganization, or purposes of economy, if such employee cannot be readily accommodated by transfer

or reclassification to an open position for which they are qualified, then the order of layoff shall commence with all employees within the following positions to be furloughed, subject to recall as funding permits:

1. Seasonal employees.
2. Contract, extra-help employees.
3. Any regular employee identified for layoff may claim unilateral seniority over any probationary employee in the same classification.
4. Any full-time regular employee identified for layoff may claim unilateral seniority over any part-time regular employee in the same classification.

(b) If none of the above order of layoff is applicable, regular employees will be laid off according to seniority within a department in accordance with the following:

1. Seniority within the affected classification will be determinative, except as noted.
2. A regular employee designated to be laid off may bump into a lower classification for which they are qualified.
3. The length of service in a series of regular classifications within a department shall be counted toward establishing seniority in the employee's present classification.
4. Prior time with the Authority for an employee who has a break in service, or who has transferred to another department shall not be counted in determining seniority within classification in the department except when all other factors have been considered and the seniority dates are equal, then previous agency service shall be counted in determining seniority.
5. If all of the above are equal and two or more employees have identical seniority, then previous agency service shall be counted in determining seniority.
6. A regular employee who voluntarily demotes or transfers pursuant to "bumping" criteria above shall, in the order of seniority, retain the right to fill the first vacancy in the classification from which they demoted or transferred, for a period of twenty-four (24) months from the date of demotion or transfer. The salary step of an employee that returns to the classification from which he or she demoted or transferred shall be the same as the salary step that the employee earned immediately prior to the demotion or transfer.
7. Notwithstanding any of the foregoing, if the Executive Director determines that the public interest will not be served by the above criteria, the Executive Director may depart therefrom on the basis of a clearly demonstrable superiority in performance or qualifications. In such case, the Executive Director shall notify the employee to be laid off and such employee shall have

the right to a formal grievance hearing with (and limited to) the Executive Director (Step 3) per Section 3 of Article 8, of the formal grievance procedure.

Written notice of layoff shall be served on affected employees in person or by certified mail at least 30 calendar days prior to the date of action. If notice is served on affected employees by certified mail, said notice shall be deemed effective upon issuance of the registry receipt. In the event an employee elects to transfer or demote in lieu of layoff pursuant to the preceding parts of this Section, the affected employee must notify the Executive Director within seven (7) working days of their receipt of their layoff notice.

(c) Any employee who involuntarily transfers or demotes to another job classification as specified in this Section, shall have their salary adjusted as follows:

The assigned salary shall be either: 1) the step within the new salary range which is closest to the employee's current salary, or 2) if the current salary exceeds the new salary range, a 'Y'-rate shall be established at 90% of the employee's current salary step which shall not subsequently increase during continuous regular service until the maximum of the new salary range exceeds the 'Y'-rated base salary of the employee at the time of transfer or demotion. Longevity increases shall be in addition to the new base salary calculations above.

Employees "bumped" pursuant to this Section are subject to and shall have the same rights with respect to less senior employees as set forth in this Section.

When deemed necessary and directed by the Board of Commissioners, a reduction in the Authority work force may be initiated due to: (a) lack of work; (b) lack of funds; or (c) program or organizational changes resulting in a surplus of employees, or elimination of a specific program or services. Insofar as possible, a reduction in force shall be accomplished by attrition.

When it is determined by the Commissioners that attrition will not provide sufficient relief for the condition warranting a reduction in the number of employees, the Board may direct a specific layoff by department(s). For the purposes of this MOU, a department is defined as an employee grouping under the authority of a single department director. A listing of department units can be found in Article 11, Section 2, "Seniority". Employee layoffs resulting from a reduction in force shall be in accordance with previous criteria of this Section.

Upon a determination by the Authority that one or more regular employees are to be laid off, the Authority shall provide written notice of that determination to the Union.

## **B. Maintenance of Eligibility Lists, Seniority, And Procedures For Recall**

In the event of a layoff of one or more employees, a list of employees laid off or demoted as a result of a reduction in force shall be maintained. This list shall be in descending order of service seniority within a department unit as outlined in the preceding subsection "A". Seniority of an employee within a classification or



department unit shall be calculated on the basis of the number of consecutive payroll periods in which the employee was regularly employed or on an approved paid leave status. Employees with the longest service time within a department unit shall be considered for reemployment within their department ahead of those with less seniority until such time as the list expires.

Each eligible former employee shall remain on the list for twenty-four (24) months from the effective date of the layoff or demotion. Former employees will be responsible for keeping the Authority advised, in writing, of a current address. When notified in writing by return receipt mail that they will be re-employed, former employees must return to work within twelve (12) calendar days of the mailing of said notice, unless otherwise mutually agreed upon, or they will be removed from the list.

All employees who have been demoted in lieu of layoff or who maintain eligibility on a reemployment list shall be eligible to compete in any promotional exam. All employees eligible for reemployment with the agency shall be considered for vacancies in other departments when those vacancies occur in the same or similar classifications from which they were laid off.

Employees on any reemployment list may accept a vacancy in a lower comparable job classification in which they have had prior work experience and are otherwise qualified to perform the essential job functions of the position. Employees at the top of any hire list have a right of first refusal for any vacancy for which they are qualified. If this right of first refusal is not exercised by the person ranking highest on the reemployment list, it shall pass in descending order by seniority to the other persons on the reemployment list, subject to these same conditions. Employees who are offered and accept appointment to a lower or comparable job classification retain the right to fill the first vacancy which occurs in the classification in which they were laid off. The appointment of an eligible employee to a permanent position from a reemployment list shall be subject to a demonstration of fitness by the recalled employee for the performance of essential functions of the job, at the discretion of the Authority.

### **C. Benefits Upon Reinstatement Following A Reduction In Force**

Upon reemployment in the classification from which the employee held previous regular status and was laid off, the employee shall be reemployed on the same step in the same range as at the time of layoff. Seniority at the time of layoff shall be recognized upon reemployment for the purposes of determining merit increases, vacation accruals, and future reduction in force status. Sick leave accruals at the time of layoff, if any, shall be reinstated upon re-employment.

If the employee chooses to be reemployed in a lower classification for which the employee may have seniority status, and which has a salary range lower than the classification from which the employee was laid off, then salary placement shall be at the lower classification level.

Any employee, who is reemployed by the Authority in accordance with Section 2 of this Article, shall be reinstated with the seniority the employee had at the time of layoff. Any such employee shall have the additional right to repurchase sick leave or vacation leave paid to the employee by the Authority at the time of layoff, providing such repurchase is completed within sixty (60) calendar days following reemployment. Any such employee shall have the additional right to repurchase the employee's retirement benefits that were paid to the employee upon layoff, subject to any conditions imposed upon such reinstatement by PERS, and further providing that the Authority incurs no cost whatsoever in connection therewith.

## **ARTICLE 12 - SENIORITY**

### **Section 1: Definition**

Seniority is the length of continuous paid employment of a regular employee, excluding probationary employees, within a classification or series within a department.

### **Section 2: Accrual of Seniority**

Time on unpaid leave or suspension shall not be included in calculating seniority. Time that an employee is on an authorized medical disability leave under any State or Federal leave entitlement for which benefit entitlements are being coordinated with the employee's vacation, sick, or compensatory time off shall be included in calculating Seniority.

The following classification units shall be utilized for calculating seniority accruals for the purposes of reductions in force, promotions, transfers, or other applicable situations in accordance with the criteria contained in Article 10 of this MOU:

1. Administration;
2. Finance;
3. HCV;
4. Housing Services;
5. Human Resources; and
6. Development.

Seniority shall be accrued by contract position except that any employee who transfers from one contract position to another shall be allowed to maintain any accrued seniority.

### **Section 3: Loss of Seniority**

A regular employee shall lose the employee's seniority for the following reasons:

1. Dismissal;
2. Resignation;
3. Failure to return to work when recalled from layoff, as set forth within the recall procedure in Article 10, Section 2, subsection (C);
4. Failure to return to work after expiration of a formal leave of absence;
5. Retirement; or
6. Layoff for a continuous period of more than twenty-four (24) calendar months.

#### **Section 4: Probationary Employees**

When an employee successfully completes the employee's probationary period, the employee's seniority shall begin from the original date of hire within the employee's classification unit.

#### **Section 5: Promotion**

In all cases of promotion, the criteria in Article 3, Section 3 shall be determinative. In the situation where length of service within a classification is identical for two or more employees, then seniority shall be determined by the length of continuous paid employment with the Authority from the original date of hire.

Promotional examinations shall be open to all regular employees who meet the basic qualifications for the higher position. Any employee, upon promotion, shall be entitled to receive in the position to which the employee is promoted, the rate of compensation at the next higher salary step than that received by the employee prior to the promotion, provided that the amount of increase shall be at least equal to a five percent (5%) base salary increase.

Job postings and examinations shall be conducted in accordance with the procedures outlined in Article 3, Section 3, "Closed Recruitments". Within any job examination process, all employees who meet the minimum qualifications of a higher job classification covered by this MOU shall be eligible for the job-related examination process.

The effective date of any salary change shall be the beginning of the next payroll period following the approved date of change.

#### **Section 6: Seniority Lists**

The Authority shall prepare and maintain a seniority list which shall show the names, classification, title, seniority unit, and seniority date of all employees. The Union shall be given two (2) copies of the list within thirty (30) calendar days after the effective date of this MOU, and thereafter, a current list every six (6) months.

These lists shall be deemed correct as to the employee's seniority date, unless the employee or the steward for the employee notifies the Authority to the contrary in writing within ten (10) calendar days after a list is given to the Union.

## **ARTICLE 13 - ANNUAL (VACATION) LEAVE**

### **Section 1: Accrual**

All full-time, regular employees shall earn annual leave at the following rates:

1. 3.08 hours per biweekly period for five (5) years or less of consecutive service (10 days per year).
2. 4.62 hours per biweekly period after five (5) years of consecutive service (15 days per year).
3. 6.16 hours per biweekly period after ten (10) years of consecutive service (20 days per year).
4. 7.70 hours per biweekly period after fifteen (15) consecutive years of service (25 days per year).

All part-time, regular employees shall earn leave on a pro-rated basis. The pro-rated annual leave value is calculated by multiplying the corresponding values listed above for full-time, regular employees by the percentage factor derived by dividing the usual number of hours worked by the part-time employee within a biweekly payroll period by 80 hours.

Annual leave shall accrue. No annual leave, however, shall be taken by a probationary employee prior to completion of ninety (90) calendar days after initial employment.

Annual leave earned but not taken may accrue to a maximum of one hundred sixty (160) working hours during the first five (5) years of employment; up to a maximum of two hundred forty (240) working hours through the fifteenth (15) year of employment; and up to a maximum of three hundred twenty (320) working hours thereafter. The Authority agrees to allow employees to take time off at any time during the month in which they could exceed their designated maximum accrual limit. Employees shall make all reasonable efforts to minimize any disruption of or inconvenience to Authority operations resulting from the mandated use of annual leave in this regard. The Authority further agrees that any employee utilizing leave for such purpose will not be harassed or adversely sanctioned for exercising this right.

In the event that the leave has been denied for emergency reasons, hours in excess of the leave cap shall be paid at the regular hourly rate of pay. The Authority can require an employee whose hours are meeting or exceeding the maximum to take such time off as to bring them to their maximum accrual.

## **Section 2: Scheduling**

The time at which an employee shall take annual leave shall be approved by the employee's Department Director for leave requests up to three (3) days in length, with due regard for the wishes of the employee and regard for the needs of the Authority. Any leaves longer than three (3) days shall be approved by the Executive Director, with due regard for the wishes of the employee and regard for the needs of the Authority.

All employees shall make written request for vacation lasting one (1) week or longer, at least two (2) weeks prior to the beginning of the requested vacation.

An employee's supervisor shall respond to an employee vacation request within five (5) workdays after receiving the request, by returning a copy of the request form and indicating whether the request is approved or denied.

If an employee vacation request is denied, the supervisor shall indicate any operational reasons for the inability to approve the requested time off.

Annual leave shall not be taken in any amount less than in multiples of one-half (1/2) hour. Annual leave for periods longer than three (3) weeks will be discouraged. Exceptions may be made under certain conditions at the discretion of the Executive Director.

## **Section 3: Annual Leave Cash-Out**

During employment, an Employee may elect to receive cash in lieu of accrued vacation leave at one hundred percent (100%) of the Employee's base hourly rate, subject to the following restrictions:

- a. An employee may elect to cash up to eighty (80) hours of accrued vacation as long as after the cash out, a minimum of sixty (60) hours remain in the employee's vacation accrual bank.
- b. An Employee wishing to receive cash in lieu of accrued vacation leave must submit an irrevocable written election by September 30 of the fiscal year prior to the fiscal year in which the Employee wishes to redeem accrued vacation leave for cash. An Employee who does not make an affirmative election by the end of the fiscal year shall be deemed to have irrevocably elected not to receive cash in lieu of vacation leave during the subsequent fiscal year.

c. An employee's written election must specify the number of accrued vacation hours, not to exceed the employee's maximum annual accrual, which the Employee wishes to redeem for cash in the following fiscal year.

d. After an Employee makes an irrevocable election, the Employee may request payment for accrued vacation hours on a quarterly basis. Requests to redeem accrued vacation time must be submitted, in writing, at least two weeks prior to the end of the quarter.

e. If an Employee does not request payment for the full amount of vacation time elected for cash out, the District shall unilaterally cash out the remainder of the vacation leave elected for cash-out at the end of the fiscal year, to the extent the Employee has leave accrued during that fiscal year available.

f. Only vacation leave hours already accrued in the fiscal year for which an election was made may be cashed out under this provision. Voluntary cash-out for vacation leave accrued in a previous year is not allowed.

#### **Section 4- Payment At Termination**

An employee whose service is terminated shall be entitled to receive the equivalent amount of pay for annual leave accrued.

### **ARTICLE 14 - SALARIES**

#### **Section 1: Basic Salary Schedule**

The Authority shall increase the salary for all members of the bargaining unit during the term of this MOU as follows:

1. 4.0% increase to base pay effective February 1, 2023 paid to employees on the first pay period following ratification by the membership and approval of the MOU by the Board of Commissioners.
2. 2.0% increase to base pay effective February 1, 2024.
3. 1.0% increase to base pay effective February 1, 2025.

All members of the bargaining unit shall receive a one-time payment upon ratification of this MOU in the amount \$500.00 less applicable tax withholdings, paid to employees on the first pay period following ratification by the membership and approval of the MOU by the Board of Commissioners.

#### **Section 2: Increases Within Range**

Every regular employee who was hired prior to July 1, 1996, shall hereafter have an anniversary date of July 1st. Regular employees who are hired after July 1, 1996, shall have an anniversary date coinciding with the calendar date of their hire with the

Authority. Regular employees with a July 1st anniversary date who are promoted or reclassified to a position with a higher salary range, and are required to serve a designated probationary period, shall have a new anniversary date commensurate with the date of the initial promotion or reclassification.

Advancement to the next or higher salary steps shall not be considered prior to one year from the designated anniversary date except for probationary employees. Probationary employees shall receive only one (I) interim merit step increase upon the successful completion of their probation within the terms of this MOU, and shall not be considered for further merit increase prior to completion of twenty-six (26) biweekly payroll periods from the effective anniversary date.

Denial of a merit step increase shall not be construed as a disciplinary action. Advancements shall be based on satisfactory work performance.

### **Section 3: Effective Date of Change**

The effective date of any interim salary change shall be the beginning of the next payroll period following the approved effective date of the change, the employee's annual anniversary date, or the contract's effective date.

### **Section 4: New or Changed Classifications within the Bargaining Unit**

In the event a new classification is established in the bargaining unit, or an existing classification is changed in the bargaining unit, the Authority shall assign it a salary rate on the basis of the relative value of the elements of the new or changed classification in comparison with the elements of the existing classifications.

The Authority shall provide the Union with a written classification description of the new or changed classification at least ten (10) days prior to the effective date.

Upon receipt of the job description and assigned salary rate, the President of the Union or President's designated representative, and not more than two (2) other employees or representatives of the Union, shall be afforded the opportunity to discuss the new or changed classification, assignment, and assigned salary rate with the Executive Director or the Executive Director's designated representative. If the Union does not request a meeting or file a grievance at Step 3 of the grievance and arbitration procedure within five (5) calendar days of the receipt of the Authority's recommendation, it shall be deemed to be approved by the Union.

If there is disagreement with the new job description, assignment, or the assigned salary rate, the provisions of Article 8 of the MOU shall apply commencing at Step 3.

### **Section 5: Reemployment**

Any former employee reemployed in a classification from which the former employee was separated in good standing, may be appointed to the same step of the salary range for the specific job classification as the step the former employee occupied at the effective date of the former employee's resignation, provided the reemployment

takes place within six (6) months. The former employee must meet all other job criteria.

### **Section 6: Method of Computing Hourly Wage**

Regular employees employed for less than a full pay period shall be paid at an hourly rate for the actual hours worked, plus additional pay for any holiday hours, including Saturday and Sunday, which are within this MOU. Pay will be allowed for any hours of unused, earned sick or vacation leaves. The hourly rate shall be determined by the following formula: Annual salary divided by 2080 = hourly rate.

$$\frac{\text{Annual Salary}}{2080} = \text{Hourly Rate}$$

### **Section 7: Out of Class Pay**

The Authority may require that employees work out of classification. Upon specific appointment by management, with Executive Director approval, an employee may be required to perform the essential duties of a position in a higher classification due to a temporary vacancy. For purposes of this section, "working out of class" means that an employee is appointed by management, with Executive Director approval, to continuously perform the essential, significant, and distinguishing job duties of the higher classification in a vacant position on a temporary basis. Out of class payment shall begin after completion of five (5) consecutive working days in the higher classification. In the event an out of classification appointment exceeds five (5) consecutive working days, payment for the out of class work shall be retroactive to the first day of assuming the position. Payment for such out of class work shall be five percent (5%) above the regular base pay of the employee.

No employee shall be worked out of class for more than nine hundred sixty (960) hours per fiscal year. Upon return to the employee's previous classification, the employee will be placed back at the salary step and status as if the employee had not worked out of classification.

### **Section 8: Uniforms**

The Authority will provide five (5) uniforms for all employees within specified regular classifications. Employees will maintain those assigned uniforms. Annual replacement of uniforms will be as follows:

Annually: 5 shirts and 5 trousers, and 1 pair of work boots.  
Every-Other-Year (Bi-Annually): 1 jacket.

Uniforms are the property of the Authority. All uniform shirts, coveralls, and jackets shall include the following attached permanently to the front of the garment:

1. A separate Authority identification patch.



## 2. A separate employee name patch.

Employee uniform stock shall not exceed fifteen (15) uniforms. Employees will return all old or unused uniform shirts or jackets to the Authority within thirty (30) days after the employee has received replacement uniform shirts, coveralls, or jackets.

Employees will turn in all old or unused uniform shirts and jackets upon the termination of their employment.

Designation of a specific employee uniform requirement shall be at the discretion of the Department Director as to type and style of uniform components which are appropriate to the job classification and regular tasks performed. Replacement intervals of uniform components for non-maintenance positions shall be annual unless otherwise declared.

Periodic provision of promotional clothing or equipment, including safety equipment, does not of itself constitute a uniform designation or allowance or infer an obligation of the Authority to continue the allocation or to replace such clothing or equipment previously issued except as required for safety or other job compliance.

After a good faith joint inquiry, the Authority and Union agree that the approximate value to employees of the Authority providing and maintaining uniforms, excluding safety boots and other protective and safety gear, is \$5 bi-weekly. To the extent required by CalPERS, the Authority will report the value of uniforms to CalPERS as special compensation for CalPERS classic members.

## **ARTICLE 15 - ADDITIONAL COMPENSATION**

### **Section 1: Longevity Pay**

The Authority agrees to pay, in addition to the basic salary schedule, a longevity allowance as follows:

1. Upon completion of ten (10) years of continuous service as an employee of the Authority, a longevity allowance of \$100.00 per month added to base pay.
2. Upon completion of fifteen (15) years of continuous service as an employee of the Authority, a longevity allowance of an additional \$50.00 per month added to base pay (a total of \$150.00 per month inclusive of the amount received under (a), above).
3. Upon completion of twenty (20) years of continuous service as an employee of the Authority, a longevity allowance of an additional \$50.00 per month added to base pay (a total of \$200.00 per month inclusive of the amount received under (a) and (b), above).

### **Section 2: Standby Pay**

Within the Authority's discretion, and regardless of whether specifically set forth in job descriptions, employees may be assigned standby duty for possible work and will be required to be available outside their regularly-scheduled shifts. The employee shall be paid One Hundred Dollars (\$100.00) per pay period only when the employee is actually on standby during such pay period. Time spent on standby shall not be counted as hours worked for overtime purposes. Selection of employees eligible for standby duty is at the discretion of the Authority, and the Authority will maintain a current list of all employees approved for standby. The Authority will provide employees with reasonable advance notice of standby duty. Standby duty requires the employee so assigned to:

1. Be ready to respond to calls;
2. Be reachable by telephone or pager;
3. Be able to be at the work shop within 60 minutes; and
4. Refrain from activities which might impair the employee's ability to perform assigned duties.

Employees assigned to standby have the responsibility of obtaining qualified relief from the approved list of employees eligible for standby duty in the event they cannot be called back to work. The relief must have the pre-approval of an appropriate supervisor. Employees will be assigned to standby first on a volunteer basis and thereafter assigned by reverse seniority. Standby duty will be rotated among qualified employees on the approved list of employees unless otherwise agreed to by the employee and management.

This section shall not apply to exempt employees.

### **Section 3: Call-Back Pay**

When an employee is on standby and is called back by management to work outside the employee's regularly-scheduled shift, the employee shall be paid a minimum of three (3) hours at one-and-one-half (1-1/2) times the employee's regular hourly rate, and one and one-half (1-1/2) times the employee's regular hourly rate thereafter for actual hours worked. Employees called back to duty shall begin receiving compensation at such time as the employee leaves home, and compensation shall be paid until such time as the employee returns home, but shall not include time spent not on duty for the Authority.

Employees called back to work at any residence shall, in addition to addressing the reasons for the call-back, perform safety checks and repairs, including verifying that smoke detectors and carbon monoxide detectors are functioning and water heater straps are properly affixed and secured. These checks and repairs shall be completed unless a tenant refuses to allow them. If a tenant refuses to allow this work, the Employee shall report the refusal to their supervisor.

Mileage paid to employees is defined in Section 4 below. Time spent on call shall not be counted as hours worked for overtime purposes.

This section shall not apply to exempt employees.

An on-call employee who is called back to work and is required to use the employee's private vehicle shall receive a mileage allowance equal to the current IRS mileage allowance, for each mile traveled from the employee's residence to the Authority and for the return trip. The exception to this Section shall be those employees furnished with vehicles by the Authority. This rate shall be adjusted annually according to the IRS mileage reimbursement amount.

#### **Section 4: Overtime Meal Allowance**

When two (2) or more hours of overtime are directed to be worked beyond the employee's regular workday, the dinner per-diem meal allowance according to the Authority's travel policy shall be paid by the Authority. The actual time taken for the meal, not to exceed one (1) hour, shall not be considered as time worked.

#### **Section 5: Employee Medical Allowance & Employer-Paid Insurance Premiums**

##### **A. Medical Insurance**

During the term of the MOU, the Authority agrees to continue its contract with the California Public Employees' Retirement System ("CalPERS") for the purpose of providing employees and their eligible dependents with access to medical insurance benefits. Participation and benefits under the Plan shall be administered in accordance with the provisions of the Public Employees Medical and Hospital Care Act (PEMHCA).

The Authority's maximum monthly contribution for each eligible active employee shall be an amount equal to the greater of either 20% of the premium for single employee coverage or the minimum contribution required under Government Code Section 22892.

##### **B. Dental Plan**

The Authority will provide employees and their eligible dependents with access to dental insurance benefits through the Cafeteria Plan described below. These dental insurance benefits shall include optional orthodontia care (50% coverage up to \$1,500 per year). The Authority shall pay 100% of the lowest cost employee-only base premium per month on behalf of each eligible employee towards the costs of dental insurance premiums. Employees who choose additional coverage, such as orthodontia or who choose to cover additional dependents under the dental plan shall pay any additional amount for the enhanced benefit or additional covered individuals. All employees shall participate in the dental plan.

### **C. Vision Insurance**

The Authority will provide employees and their eligible dependents with access to vision insurance benefits through the Cafeteria Plan described below. The Authority shall pay 100% of the employee-only premium for the contracted vision plan per month on behalf of each eligible employee. If an employee elects to include dependents, the employee will pay any additional amount for dependent coverage under the plan.

### **D. Life Insurance**

The Authority will provide employees and their eligible dependents with access to life insurance benefits through the Cafeteria Plan described below. The Authority shall contribute 100% of the base employee-only premium for accidental death & dismemberment coverage per month on behalf of each eligible employee towards the costs of life insurance premiums. Any amounts for additional insured dependents or for enhanced insurance coverage shall be paid by the employee.

### **E. Retiree Medical Insurance**

The Authority will provide access to medical insurance coverage for those employees who retire from employment with the Authority and who constitute "annuitants" as defined by the Public Employees' Medical and Hospital Care Act ("PEMHCA"). The Authority's maximum monthly contribution for each eligible annuitant shall be an amount equal to the greater of either 20% of the premium for single employee coverage or the minimum contribution required under Government Code Section 22892. The provisions of the PEMHCA will govern medical insurance coverage for annuitants.

## **Section 6: Flexible Spending**

### **A. Cafeteria Plan**

The Authority will establish a Section 125 Flexible Spending Account or Cafeteria Plan for employee participation. Such plan will qualify as a "cafeteria plan" within the meaning of Section 125 (d) of the Internal Revenue Code of 1986 as amended.

### **B. Flexible Spending Allowance**

The Authority agrees to provide a Fringe Benefit Allowance to all full-time employees eligible to participate in the Authority-sponsored health and welfare benefits. Receipt of any Fringe Benefit Allowance under this Section shall be in addition to any Authority contribution that is provided under Section 6, subsection (A) above. The Fringe Benefit Allowance provided to an employee shall be determined based on an employee's participation level, as follows:

**TIER 1:** Eligible employees who elect to enroll in employee-only medical benefits shall receive a flexible benefit allowance of \$825.00 per month, less the amount of any Authority contribution towards medical insurance provided under Section 6, subsection (A) of this MOU. Any flexible benefit allowance provided under this provision can only be used towards the purchase of those benefits available through the Authority Cafeteria Plan.

**TIER 2:** Eligible employees who elect to enroll in employee plus one level medical benefits shall receive a flexible benefit allowance of \$1,225.00 per month, less the amount of any Authority contribution towards medical insurance provided under Section 6, subsection (A) of this MOU. Any flexible benefit allowance provided under this provision can only be used towards the purchase of those benefits available through the Authority Cafeteria Plan.

**TIER 3:** Eligible employees enroll in employee plus two or employee plus family level medical benefits shall receive a flexible benefit allowance of \$1,425.00 per month, less the amount of any Authority contribution towards medical insurance provided under Section 6, subsection (A) of this MOU. Any flexible benefit allowance provided under this provision can only be used towards the purchase of those benefits available through the Authority Cafeteria Plan.

## **Section 7: Retirement Benefits**

### **A. CalPERS Retirement Plan**

The Authority shall contract with CalPERS for the purpose of providing all regular employees with pension plan benefits.

#### "Classic Members" of CalPERS

The benefit formula for "Classic Members" of CalPERS, as defined by CalPERS, shall be "2.7% @ 55."

Participation in a CalPERS pension plan requires both an employer and an employee contribution. The Authority shall pay the full amount of any employer contribution required by CalPERS.

Employees who are not defined as "new members" under the California Public Employees' Pension Reform Act ("PEPRA") will be required to pay 100% of the 8% required member contribution to CalPERS. In any case, employees shall pay no more than 100% of the member contribution required by PERS.

#### "New Members" of CalPERS

Employees who are defined as "new members" under PEPRA shall have the PEPRA 2% at 62 defined benefit formula. Employees defined as "new members" under PEPRA will be subject to all PEPRA provisions, including that they pay 50% of the total normal cost of the retirement benefit, as determined by CalPERS.

## **B. Deferred Compensation Plan**

The Authority shall establish and implement a Deferred Compensation plan. Employees shall be eligible to participate in the Deferred Compensation plan in accordance with plan requirements.

### **Section 8: Bilingual Pay**

Designation of bilingual required positions is the sole discretion of the Executive Director and is based on operational and staffing needs of the Authority. The compensable second languages shall be limited to only those required by the Authority's Language Assistance Plan (LAP). In order to ensure adequate level of bilingual proficiency and to be eligible for bilingual pay, the Authority will require an evaluation of bilingual skills.

Bilingual duties include but are not limited to oral interpretation and translation of programmatic information such as Federal, State, or local program regulations, policies, procedures, forms, and documents; as well as oral interpretation and translation of routine information such as general correspondence, telephone calls, client inquiries and similar duties as assigned. Upon request, employees receiving bilingual pay will be required to assist other non-bilingual employees and/or assist other departments with translation. Refusal to assist may result in loss of bilingual pay. Bilingual pay can be discontinued at any time at the discretion of the Executive Director as long as the employee no longer uses bilingual skills.

For employees required to utilize oral bilingual skills, the employee shall be paid \$50.00 per pay period. Should an employee voluntarily withdraw from the bilingual pay program, bilingual pay will be discontinued and/or prorated effective on the date of the withdrawal. If an employee's bilingual skills no longer satisfy the bilingual requirements, the bilingual pay shall cease immediately.

## **ARTICLE 16 - SICK LEAVE AND DISABILITY COMPENSATION**

### **Section 1: Sick Leave**

Each full-time regular employee shall earn sick leave at the rate of 3.70 hours per biweekly pay period (96 hours annually), for each period worked or the major portion thereof. Each part-time, regular employee shall earn sick leave on a prorated basis. The prorated sick leave value shall be calculated by multiplying the value of 3.70 hours per biweekly payroll period by the percentage factor derived by dividing the usual number of hours worked by the part-time employee within a bi-weekly payroll period by 80 hours.

Sick leave earned shall be added to the employee's sick leave accumulation account upon completion of the pay period. Information regarding the amount of an employee's accrued sick leave shall be available on the employee's regular paycheck stubs.

In order to receive compensation while absent on sick leave, the employee shall notify the Authority prior to, or within thirty (30) minutes after, the beginning of the work shift unless precluded by emergency (i.e. hospitalization). The employee will call a call-in number provided by the Authority to speak with, and not leave a message, a designated Authority individual. When absent in excess of three (3) workdays, the employee shall file, upon request, a doctor's statement or a personal affidavit with the department head stating the cause for the absence.

Sick leave earned may be applied to an absence caused by illness or injury to an employee, and for medical, dental, and vision office visits when absent during regular work hours. One hour of sick leave may also be utilized in accordance with Article 22.

## **Section 2: Illness In The Immediate Family**

When an illness or injury in an employee's immediate family requires the employee to be absent from duty to care for such person(s), this absence shall be charged to the employee's sick leave, up to a maximum of 48 hours per year. An employee is allowed to use the employee's sick leave for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee's immediate family members.

When absent for more than three (3) work days due to sickness in the family, or extended family care, the employee shall file, upon request, a doctor's statement or a personal affidavit with the department head stating the reason for the absence.

"Immediate family member" is defined as child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling, and parent of the employee's spouse or registered domestic partner.

"Child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. Staff person must submit medical professional verification or disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care, and includes a biological, adopted, foster or step-child. A child is "incapable of self-care" if the child requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living, such as caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning shopping, taking public transportation, paying bills, maintaining a residence, or using telephones and directories.

"Parent" means the biological, foster, adopted, or step parent or legal guardian of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child.

A person who stands "in loco parentis" is one whom assumes parental status and carries out the obligations of a parent to a child with whom the person has no legal or biological connection.

"Spouse" means one or two persons to a marriage, regardless of the sex of the persons, and for purposes of CFRA leave, includes a registered domestic partner as defined below.

"Domestic Partner" is another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in California Family Code section 297. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient.

An employee may also use the employee's sick leave for purposes described in Labor Code section 230(c) and 230.1(a) for the employee, or the employee's immediate family member, who is a victim of domestic violence, sexual assault, or stalking.

In extraordinary situations in which an employee's immediate family members require extended care beyond the 48 hour annual limitation, the employee can request special consideration for providing such extended care and comfort, utilizing up to 75% of the employee's current accumulated sick leave per year. However, this extended care would qualify only for certain "restricted" family members, with a doctor's certification. "Restricted" family for extended medical care is defined as follows:

Child (regardless of age or dependency status), parent, spouse, registered domestic partner, and parent of the employee's spouse or registered domestic partner, or other relatives who have been residing in the employee's home and are dependent upon the employee.

### **Section 3: Fraction of a Day**

Employees shall be charged sick leave in 30-minute increments, to the maximum of the employee's then-scheduled shift.

### **Section 4: Personal Necessity Leave**

An employee may take up to 24 hours of personal necessity leave. Where provided for by law, such leave shall be deducted from the employee's available sick leave. Personal Necessity Leave taken for reasons other than those chargeable to sick leave shall be charged to an employee's accrued vacation leave balance. All Personal Necessity Leave shall be taken in increments of one half-hour (1/2) or more.

### **Section 5: Accumulation**

An employee may accumulate sick leave indefinitely. Employees who are receiving State Disability Insurance benefits or workers' compensation benefits will accrue sick leave only on the prorated amount of accrued leave that they use to supplement State Disability Insurance and workers' compensation benefits. In no event may an employee use accrued leaves and benefits to exceed 100% of their regular salary.



Upon retirement, any unused sick leave shall apply toward retirement credits with PERS, if such application toward service credit is permitted by CalPERS.

### **Section 6: Use of Sick Leave While on Vacation**

An employee who becomes ill while on vacation, and who desires to claim sick leave, must make such request as soon as possible after the hour on which the employee desires to begin sick leave usage. A doctor's certificate will be required by the Authority for any period of sick leave used while on vacation.

### **Section 7: Disability Compensation And Benefits**

Any full-time regular employee who becomes disabled during employment with the Authority shall receive compensation in the following manner:

Employees may supplement State Disability Insurance with sick leave to equal up to 100% of their salary. In no event shall the State Disability Insurance benefit and the use of accrued sick leave exceed 100% of the employee's regular salary.

### **Section 8: Catastrophic Leave Donations**

Catastrophic Leave provides that employees shall be entitled to donate accrued vacation or sick leave hours to another employee to augment a portion or portions of the employee's sick leave, on behalf of the employee; the employee's spouse, as defined in Article 15, Section 2; or the employee's children, as defined in Article 15, Section 2; provided that the receiving employee faces a financial hardship due to a serious injury or a prolonged illness to themselves or an immediate family member, as defined in Article 15, Section 2, and has exhausted all accrued leaves. Both the donor and the recipient must be regular employees, having passed initial probation. Catastrophic Leave requests shall conform to the following criteria:

1. Requests for Catastrophic Leave donations must be submitted in writing by the requesting employee after the requesting employee exhausted all of the employee's accrued leave, and must turn in said request to the employee's immediate supervisor. (The Executive Director or the Executive Director's designated representative may require that the condition be confirmed by a doctor's report.) Upon approval by the Executive Director or Executive Director's designee, the Executive Director or Executive Director's designee shall post and circulate leave transfer forms to all employees. Participation is strictly optional and will remain confidential.
2. The Executive Director or the Executive Director's designee shall verify that donors have accrued sufficient hours to cover their intended donations. Donated leave may not exceed more than 25% of the donor's accrued sick and vacation leave totals at the time of the request. Donated time will be converted from the type of leave given to the employee's sick leave account, on an hour-for-hour basis.

3. The minimum donation shall be eight (8) hours, and thereafter in whole hour increments.

4. Once posted, the donations are irrevocable, except in the event of the untimely death of a Catastrophic Leave recipient. In that event, any excess leave will be returned to the donating employees. The Authority will attempt to return an equal proportion of donated and unused leave to each donor.

The Authority will charge donors the donated hours actually used divided by the total amount of donated hours, multiplied by the amount of leave donated.

$$\left(\frac{\text{used donated hours}}{\text{total donated hours}}\right) (\text{Individual Hours Donated}) = \text{Amount Actually Charged}$$

5. In the event that initial donations are exhausted and the receiving employee has not returned to work, a subsequent posting may be made by the Executive Director or the Executive Director's designee. The total leave credits received by the employee normally shall not exceed (3) months for any single occurrence within a 12-month period. Human Resources will coordinate the total donations to each recipient to ensure that excessive numbers of hours are not donated.

## **ARTICLE 17 - LEAVE OF ABSENCE**

### **Section 1: Criteria**

Upon approval of a written request to the Executive Director or the Executive Director's designee, a leave of absence without pay may be granted to any regular employee for a period not to exceed twelve (12) months for the following reasons, subject to provisions of other Articles of this MOU or any Federal or State leave entitlement statutes:

1. Illness or disability not covered by sick leave.
2. Education or training which will materially benefit the employee.
3. Other personal reasons which do not cause inconvenience to the Authority.
4. Other employee leave entitlements authorized by State or Federal laws. The above maximum leave period may be in addition to any other medical or paid leaves for which the employee qualifies under State or Federal laws or regulations.

## **Section 2: Requests**

Requests for a leave of absence shall be submitted through the Executive Director, and shall state specifically the reasons for the request, the date when it is desired to begin the leave, and the probable date of return.

Except in cases of emergency, requests for leave of absence must be submitted at least 30 days prior to the first day that leave will commence, or as much advance notice as is practical when the need for the leave becomes known to the employee. The request for leave must state the employee's election as to use of annual or sick leave accruals for a portion or all of the anticipated leave time as authorized within other Articles and Sections of this MOU, or other Authority policies by reference.

## **Section 3: Accumulated Sick And Annual Leave**

Where permitted by law, all accumulated annual leave shall be used prior to being granted a leave of absence.

Employees may not accrue annual or sick leave while on an unpaid leave of absence. Employees on disability leave may accrue annual or sick leave as explained in Article 15, Section 5. Employees returning to work following a leave of absence shall retain their remaining accumulated sick leave.

## **Section 4: Health And Dental Payments**

All premiums required under the Authority's health and welfare program shall be paid by the employee while on a leave of absence, unless continuance is provided by law.

## **Section 5: Replacement And Transfers**

If the leave of absence has been granted for a period of time which would necessitate a replacement, the employee on leave shall not be returned to the position they vacated unless that position is open at the time they report for work. The employee shall, however, be granted preferential hiring rights for the first position of similar job classification which is open at a later date.

In the event a probationary or regular employee is transferred or promoted on a temporary basis for the duration of a leave of absence of another employee, such appointment shall have no effect on the status of the temporary employee so promoted or transferred and the temporarily promoted or transferred employee shall be entitled to all rights and benefits that would be provided the employee as though the employee had not been temporarily promoted or transferred.

## **Section 6: Pregnancy Disability Leave**

Pregnancy disability leave shall be granted in accordance with the Authority's policy regarding the requirements and procedures for such leave. The extent of qualified

pregnancy leave shall also be in accordance with regulations adopted by the California Fair Employment and Housing Commission, and where applicable, the Family Medical Leave Act and the California Family Rights Act.

### **Section 7: Family Medical Leave Act**

The parties to this MOU acknowledge the applicability of the Family Medical Leave Act, and intend to apply and implement this MOU so as to fully comply with the Act.

The Authority shall provide up to twelve (12) weeks of family and medical leave in a rolling backward twelve (12) month period for qualifying employees, or longer to the extent required by law, including the provisions for pregnancy disability under state law.

### **ARTICLE 18 – OCCUPATIONAL INJURY COMPENSATION AND BENEFITS**

Any employee who is absent as a result of an industrial injury or illness deemed compensable by the Executive Director or the Workers' Compensation Appeals Board, shall receive compensation in the following manner:

Employees may supplement workers' compensation temporary disability benefits with sick leave to equal up to 100% of their salary. In no event shall the workers' compensation temporary disability benefit and the use of accrued sick leave exceed 100% of the employee's regular salary. The Authority and employee may agree to allow workers' compensation temporary disability benefits to be supplemented by annual leave after sick leave has been exhausted.

Injuries or illness which are job-related and involve less than one (1) day's absence for diagnosis or treatment, shall not be charged to employees' sick or vacation time.

### **ARTICLE 19 - BEREAVEMENT LEAVE**

Paid bereavement leave may be taken in an amount not to exceed three (3) days per event causing the death of an immediate family member, as defined in Article 15, Section 2.

The Executive Director may, in the Executive Director's sole discretion, grant Bereavement Leave in any amount up to three (3) days, for relationships beyond the familial listing contained in Article 15, Section 2. Additionally, the Executive Director may, in the Executive Director's sole discretion, approve, in whole or in part, an employee request for additional time away from work following a period of bereavement leave. If approved, such extended leave shall be charged first to the employee's vacation leave balance. If no vacation leave balance remains, such leave shall be charged to the employee's accrued sick leave balance. If no leave balances remain, the employee may, at the Executive Director's discretion, be granted leave without pay.

Employees requesting Bereavement Leave must provide appropriate documentation verifying the need for leave, and the qualifying familial relationship.

For "Family Members" as defined in Government Code §12945.2, which include only a "spouse, parent, sibling, grandparent, grandchild, domestic partner or parent-in-law." This section shall be administered in a manner that is compliant with California AB 1949, Government Code §12945.7 (e)(3).

## **ARTICLE 20 - COURT LEAVE**

Any employee in court as a witness (other than as a plaintiff or defendant in a matter of personal litigation, or as a defendant in a civil or criminal action), or on jury duty, is entitled to court leave and such absence shall not be construed as annual leave or leave without pay.

Any fees collected by the employee for such duty shall be collected, less mileage allowance, by the Authority from the employee, except that such fees collected shall not be in excess of the salary earned by the employee in the same period. However, the employee may elect to take annual vacation leave or leave without pay and retain any such fees.

Before court leave is granted, the employee must submit a copy of the official summons to the employee's immediate supervisor prior to the beginning date of such duty or service.

The employee must submit the employee's verification of attendance and dismissal to the Authority.

## **ARTICLE 21 - MILITARY SERVICE LEAVE**

Military leave will be granted in accordance with state and federal law. An employee requesting leave for this purpose shall promptly provide the department head with a copy of the military orders as soon as practicable.

## **ARTICLE 22 - REST AND MEAL PERIODS**

When practicable, employees who work in excess of four (4) consecutive hours shall be provided rest periods not to exceed fifteen (15) minutes during the middle of each four-hour segment of work time during their shift.

When practicable, employees who work five (5) hours or more in any one workday will be allowed a meal period of not less than thirty (30) minutes, nor more than one (1) hour, scheduled approximately at the midpoint or middle of the work shift. Employees shall be entirely relieved from duty during the meal period. If required to

work during the meal period, the time actually worked is compensable and counts as hours actually worked.

Meal and rest periods may not be taken in the first or last hour of a work shift. Meal and rest periods may not be combined.

## **ARTICLE 23 - HOURS OF WORK AND HOLIDAYS**

### **Section 1: Work Hours**

The regular workweek for all represented employees of the Authority, hereafter designated as a 9/80 compressed workweek, shall occur within a 168-hour period beginning on a designated Friday at 12:01 p.m., and continuing through to 12:00 p.m. on the next subsequent calendar Friday. Employees shall be paid on a bi-weekly basis. Within the first week of the bi-weekly payroll period, employees shall be assigned four (4), nine (9) hour workdays, Monday through Thursday, and one (1), eight (8) hour workday on the first Friday of the payroll period, and four (4), nine (9) hour workdays, Monday through Thursday of the second week of the payroll period. The second Friday of the payroll period shall be a bye day for employees on the previously described workweek schedule. Any time worked in excess of nine (9) hours per day on a Monday through Thursday, in excess of eight (8) hours on a scheduled, non-bye Friday, or 40 hours within the designated individual workweek, shall be deemed overtime and shall be paid at one and one-half (1-1/2) times the regular rate time. Except that an employee may take time off during the workweek.

If compensatory time is taken during the workweek, all holidays set forth in this agreement which fall upon a regularly assigned workday shall be construed as nine (9) hours worked.

Employees shall have the option of flexible scheduling of their regular workday as to starting time, and a one (1) hour or one-half (1/2) hour lunch period. Flexible scheduling must be approved in advance by the employee's immediate supervisor, and must conform to the days and hours set forth as a regular workweek.

The Authority retains the option to revert its employees' work schedule to a regular Monday through Friday, eight (8) hours per day workweek. The Authority shall give all staff sixty (60) days' notice prior to exercising this option.

### **Section 2: Holidays Worked**

In conjunction with the 9/80 compressed workweek, any holiday which falls on a regular nine (9) hour day shall be recorded on the employee timecard as eight (8) hours of paid holiday leave, and one (1) hour to be deducted from either the employee's regular vacation or sick leave accrual, at the discretion of the employee. The one hour of vacation or sick leave time used in conjunction with an eight (8) hour holiday to represent a nine (9) hour absence, will be counted as an hour of work for overtime calculations. All scheduled paid holidays for all regular employees shall be counted as hours worked for overtime calculations.

Any holidays worked by employees will be paid for as a regular 9/80 workday plus time and one-half (1-1/2) for actual time worked, not to exceed the customary 9/80 hours regularly scheduled for that workday. Any time worked on such a holiday in excess of the customary 9/80 hours regularly scheduled for that workday, shall be paid as double time or two times (2x) the employee's regular hourly rate.

### **Section 3: Holidays Observed**

The following shall be observed as paid holidays for all full-time, regular employees:

- New Year's Day
- Martin Luther King's Birthday
- Abraham Lincoln's Birthday
- Presidents' Day
- Cesar Chavez's Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People's Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Two Floating Holidays of employee's choice
- Christmas Day
- Christmas Eve Holiday (observed the last working day prior to the observed Christmas Day Holiday)
- State or Government Holiday\*

When a holiday falls on a Sunday, the following Monday shall be observed as the Holiday. When a holiday falls on a Saturday, the preceding Friday will be observed as the Holiday.

The Executive Director or the Executive Director's designated representative, has the option to move holiday observances to better fit the local practices.

\* Every day appointed by the President of the United States or the Governor of the State of California as a holiday, or any day or part of a day declared by the Board of Commissioners, by resolution, to be a holiday.

### **Section 4: Holiday During Vacation**

If a legal holiday, as designated above, occurs during a vacation period of an employee, the day shall not be charged to annual leave, but shall be charged as a holiday.

### **Section 5: Use of Floating Holidays**

Floating holidays shall be taken as follows: The first floating holiday shall be taken between January 1 and June 30 of the calendar year. The second floating holiday shall be taken between July 1 and December 31 of the calendar year.

Employee Floating Holiday requests shall be processed in the same manner as Article 13, Section 2 – Annual Leave.

New employees hired after July 1<sup>st</sup> in any year are only entitled one (1) Floating Holiday for that calendar year.

Floating holidays are forfeited if not taken during the prescribed time period and unused floating holidays may not be carried over from the first half of the year into the second or into a subsequent calendar year (as applicable). Further, unused floating holidays may not be converted into cash for purposes of payout either during the year or if they remain unused at the end of the year. Floating holidays may not be utilized by a probationary employee prior to completion of ninety (90) days after initial employment, but, as an exception, may be carried into the next half-year if unable to be used as a consequence of the employee's probationary period.

### **Section 6: Part-Time Employees**

For accounting purposes, part-time regular employees shall have qualifying holiday hours calculated on a prorated basis. However, no annual leave will be required to compensate for the difference between the calculated pro-rated holiday entitlement and a traditional eight (8) hour holiday. Prorated holiday hours shall be determined by dividing the usual number of hours worked per biweekly payroll period by "80"; converting the dividend to a percentage; multiplying the percentage by eight (8) hours, and rounding the product to the closest higher whole number.

### **ARTICLE 24 - Annual Leave And Wages In Case of Death**

In case of a separation of employment due to the death of an employee, their estate shall be paid all wages or salaries earned, plus any annual leave accrued; up to, and inclusive of, the date of separation from employment, however, the Authority will comply with all applicable laws.

### **ARTICLE 25 - BULLETIN BOARDS**

The Authority shall provide the Union with space on bulletin boards in areas where the Union has employees it represents for the purposes of posting Union notices. Such notices may be posted by the steward. Although not limited to the following notices, they may include:

1. Recreational and social events of the Union;
2. Union meetings;



3. Union elections or appointments; and
4. Results of Union elections.

## **ARTICLE 26- WORK RULES**

Work rules are defined by Management as employee regulations upon which disciplinary action may be taken.

All existing and future work rules shall be subject to mutual agreement before becoming effective.

## **ARTICLE 27- POLITICAL ACTIVITY BY EMPLOYEES**

Political Activities of employees of the Authority are governed by the provisions of the California Government Code, and of the Federal Hatch Act. In addition, any Authority employees who are paid, in whole or in any part, with federal grant moneys or loans or whose principal employment is in connection with any activity or program financed, in whole or in part, by grants or loans made by the United States or any U.S. Federal Agency are also subject to the political restrictions of the Federal Hatch Act.

In general, subject to restrictions described below, Authority officers and employees have a right to voluntarily participate or refrain from participating in political activities as individuals and on their own time.

Employees may not engage in political activity during working time or on any Authority property (including while driving or riding in any Authority vehicles). Additionally, employees may not engage in political activity when wearing or carrying any part of an Authority uniform or insignia that is visible and not completely obscured from view.

No employee is permitted to use Authority funds, equipment, or resources of any kind for political purposes.

Employees who are covered by the Hatch Act are also prohibited from being a candidate for elective public office in a partisan election, or using his or her official authority or influence for the purpose of interfering with or affecting the result of an election or nomination for any political office.

The above restrictions are not exhaustive. Employees have an individual responsibility to be aware of and refrain from any other prohibited activities under State and Federal Law as such laws may change from time-to-time.

Any violation of this section shall result in the Authority taking appropriate disciplinary action, up to and including termination of employment.

## **ARTICLE 28 - IMPASSE PROCEDURES**

If, after a reasonable duration and number of meetings during which good faith negotiations have failed to produce agreement on an issue that is a mandatory subject of bargaining under the Meyers-Milias-Brown Act (MMBA), any party may declare that attempts to reach agreement have reached impasse. Such declaration shall be in writing.

If any party issues such a declaration of impasse, the parties shall, within ten (10) calendar days, consult with each other to set a date to hold an "impasse meeting". Such impasse meeting shall be held as soon thereafter as can be mutually agreed.

The Parties may mutually agree to mediation at any time after the declaration of impasse, and before or after the impasse meeting is held. If mediation is agreed to, the Parties may waive the holding of an impasse meeting.

If a mediation or impasse meeting is held; the parties agree to present a summary of their respective positions at point of impasse to the other at the beginning of mediation or the impasse meeting.

In the event mediation is agreed to, the Authority shall, within ten (10) calendar days, draft and send the joint request for assignment of a mediator to the State Mediation and Conciliation Service, a Division of the Public Employment Relations Board, State of California.

Mediation shall be confidential, and neither party may take a public position, or make any public statements about the issues prior to the conclusion of mediation. Additionally, parties may not disclose the views, statements, or opinions of the mediator or make any statements or disclosures about the mediation process before, during, or after the completion of mediation. Either party may terminate the mediation process at any time.

Nothing in this section shall affect the rights of the Parties under the MMBA or PERB regulations. To the extent that any provision of this section is in conflict with the MMBA or PERB Regulations, the MMBA and PERB Regulations shall supersede. All remaining portions of this section shall be read as excluding any invalid portions. To the extent the remaining portions can be conformed to the requirements of the law, they shall remain in full force and effect. The use of impasse procedures or mediation contained in this section tolls the limitations periods provided for in PERB Regulations, the MMBA, or State Law. Any agreement to toll timeframes shall operate to extend the limitations period from the date signed by all parties, but shall not operate to restore portions of the limitations period consumed prior to the date of agreement.

## **ARTICLE 29 - SAVINGS CLAUSE**

In the event any article, section, or portion of this MOU is held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specifically specified in the court's decision. Upon issuance of such a decision, the Authority and the Union agree to immediately negotiate a substitution for the invalidated article, section, or portion thereof.

## **ARTICLE 30 - TERM OF CONTRACT/TERMINATION**

This MOU shall be effective upon ratification by all parties, and shall remain in full force and effect until 11:59 p.m. on January 31, 2026. Either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this MOU. In the event that such notice is given, negotiation shall begin not less than thirty (30) days prior to the anniversary date. This MOU shall remain in full force and be effective during the period of negotiations and until notice of termination of this MOU is provided to the other party.

## **ARTICLE 31 - LABOR MANAGEMENT COMMITTEE**

The Authority and the Union agree to form a Labor Management Committee ("Committee") to meet at times mutually agreed upon to discuss labor-management issues and ideas.

The Committee shall be made up of two members assigned by the Authority, one of which must be a management employee of the Authority; and two members, at least one of which must be a full-time employee of the Authority and member of the Union. Each side may appoint their second member either from employees of the Authority or paid professional representatives of the Authority or Union.

The intent in forming this Committee is to provide a forum for the informal discussion of issues and the free exchange of ideas and suggestions. The charge of the Committee does not include negotiation of matters covered in the MOU or other mandatory subjects of bargaining, including wages, hours, and other terms and conditions of employment. The Committee may meet quarterly.

**EXECUTION:**

For AFSCME Local 2703:

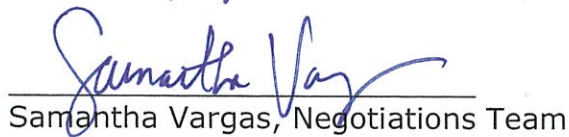
Date: 7-17-2023

  
Mary McWatters, Business Agent

Date: 7-17-2023

  
Britt Lemas, Negotiations Team

Date: 7/17/2023

  
Samantha Vargas, Negotiations Team

Date: 7-17-23

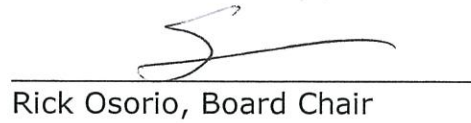
  
Steven Perez, Negotiations Team

Date: 7/17/2023

  
Tony Moua, Negotiations Team

For The Housing Authority of the  
County of Merced:

Date:

  
Rick Osorio, Board Chair

Date: 7-21-23

  
Rosa Vazquez, Executive Director

Date: July 18, 2023

  
Bruce Milgrom, Finance Officer

Date: July 18, 2023

  
David G. Ritchie, General Counsel  
(Chief Negotiator)