Sacramento Housing & Redevelopment Agency

# REPORT TO COUNCIL, HOUSING AUTHORITY AND REDEVELOPMENT AGENCY
## City of Sacramento
915 I Street, Sacramento, CA 95814-2671
www.CityofSacramento.org

**Consent**
**March 24, 2009**

**Honorable Mayor and Members of the City Council**
**Chair and Members of the Housing Authority and Redevelopment Agency**

**Title: Collective Bargaining Agreement for the Sacramento Housing and Redevelopment Agency Employee's Association and Benefit Recommendations for Unrepresented Sacramento Housing and Redevelopment Agency (SHRA) Employees**

**Location/Council District:** Citywide

**Recommendation:** 1) Adopt a **City Resolution, Housing Authority Resolution and Redevelopment Agency Resolution** approving the collective bargaining agreement covering employees in the Administrative and Technical units and approving benefit recommendations for unrepresented SHRA employees

**Contact:** La Shelle Dozier, Executive Director, 440-1319 James Shields, Director of Administration, 440-1308

**Presenters:** Not Applicable

**Department:** Sacramento Housing & Redevelopment Agency

**Description/Analysis**

**Issue:** The collective bargaining agreement for the Sacramento Housing and Redevelopment Agency Employee's Association (SHRAEA) expired on December 19, 2008 and covers 105 employees. SHRA began the collective bargaining process with SHRAEA in August 2008. The Agency reached a tentative agreement with the negotiating committee on January 22, 2009. Due to uncertain economic times the SHRAEA, as part of the new contract, has agreed to no Cost of Living Adjustment (COLA) increase for 2009. The exempt management and confidential units will also not be receiving a COLA increase in 2009. In addition, SHRAEA has agreed to significant changes regarding hours of work, reduced work schedules, and voluntary furloughs. Therefore, this report recommends that the City Council, Housing Authority and Redevelopment

Agency of the City of Sacramento approve: (1) the attached agreement covering employees in the Administrative and Technical units (SHRAEA) for the period of January 1, 2009 through December 31, 2012, and (2) benefit changes covering confidential and exempt (unrepresented) Sacramento Housing and Redevelopment Agency employees for the period of January 1, 2009 through December 31, 2009 as follows:

1. First Year: Calendar Year 2009
   a. SHRAEA
      1. Effective April 1, 2009, the Agency's Designated Group Insurance Contribution shall be as follows:
         a) Employee only: $ 549.49 per month
         b) Employee +1: $ 800.00 per month
         c) Family coverage: $1,050.00 per month
      2. Effective April 1, 2009, the Parking Subsidy is increased to $90 per month for employees assigned to downtown offices.
      3. Effective July 4, 2009, the following classifications shall receive a 5% range adjustment:
         a) Accountant
         b) Architectural CAD Operator
         c) Finance Specialist-Payroll
         d) Compliance Analyst
         e) Loan Servicing Analyst
         f) Principal Accountant
         g) Program Technician
      4. Add Caesar Chavez Birthday as recognized holiday on last Monday in March.
      5. Effective March 28, 2009, reduce floating holiday accrual from .77 to .615 hours per pay period.

   b. Exempt and Confidential Classifications
      1. Effective April 1, 2009, the Agency's Designated Group Insurance Contribution for exempt and confidential staff shall be as follows:
         a) Employee only: $ 549.49 per month
         b) Employee +1: $ 800.00 per month
         c) Family coverage: $1,050.00 per month
      2. Effective April 1, 2009, the Parking Subsidy for Confidential staff is increased from $45 to $90 per month for staff assigned to downtown offices.
      3. Add Caesar Chavez Birthday as recognized holiday on last Monday in March.
      4. Effective March 28, 2009, reduce floating holiday accrual from .77 to .615 hours per pay period.

2. Second Year: Calendar Year 2010
   a. SHRAEA
      1. Effective first pay period beginning in January 2010, salary ranges shall be adjusted by 2.5%.
      2. Effective January 1, 2010, the Agency's Designated Group Insurance Contribution shall be as follows:
         a) Employee only: Low cost HMO & Delta Dental
         b) Employee +1: $ 850 per month
         c) Family coverage: $1,200 per month

3. Third Year: Calendar Year 2011
   a. SHRAEA
      1. Effective first pay period beginning in January 2011, salary ranges shall be adjusted by 3%.
      2. Effective January 1, 2011, the Agency's Designated Group Insurance Contribution shall be as follows:
         a) Employee only: Low cost HMO & Delta Dental
         b) Employee +1: $ 910 per month
         c) Family coverage: $1,300 per month
      3. Effective first full pay period beginning January 2011, the following classifications shall receive a 5% range adjustment:
         a) Redevelopment Analyst
         b) Redevelopment Planner
         c) Housing Finance Analyst

4. Fourth Year: Calendar Year 2012
   a. SHRAEA
      1. Effective first pay period beginning in January 2012, salary ranges shall be adjusted by 3%.
      2. Effective January 1, 2012, the Agency's Designated Group Insurance Contribution shall be as follows:
         a) Employee only: Low cost HMO & Delta Dental
         b) Employee +1: $ 975 per month
         c) Family coverage: $1,400 per month

All other SHRAEA contract language which includes monetary and non-monetary changes is included in the agreement attached to this staff report.

**Policy Considerations:** The actions recommended in this report are consistent with Agency policy and labor relations practices and have been reviewed by the City and County Labor Relations Directors.

**Environmental Considerations:** There are no environmental considerations associated with the recommended actions

**Rationale for Recommendation:** The agreement has been ratified by the SHRAEA membership by a majority vote. The agreement is consistent with the labor settlement strategy

adopted by the City Council and County Board of Supervisors prior to beginning of negotiations.

**Financial Considerations:** SHRAEA Agreement: The projected salary and benefit cost increases for the four year agreement is $1,797,000.
Exempt and Confidential: The projected one year benefit cost increases for unrepresented employees is $37,000

**M/WBE Considerations:** The items discussed in this report have no M/WBE impact; therefore M/WBE considerations do not apply

Respectfully Submitted by:
LASHELLE DOZIER
Executive Director

Recommendation Approved:

for RAY KERRIDGE
City Manager

**Table of Contents**

Report pg. 1

**Attachments**

1 Agreement between SHRAEA and SHRA pg. 5
2 City Council Resolution pg. 61
3 Housing Authority Resolution pg. 63
4 Redevelopment Agency Resolution pg. 65

**Sacramento Housing & Redevelopment Agency**

AGREEMENT BETWEEN

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY EMPLOYEES ASSOCIATION

AND

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

January 1, 2009 – December 31, 2012

# TABLE OF CONTENTS

Section — Page

PREAMBLE ..... 1

ARTICLE 1 – ENTIRE AGREEMENT ..... 1
1.1 ENTIRE AGREEMENT ..... 1

ARTICLE 2 – RIGHTS OF MANAGEMENT ..... 2
2.1 RIGHTS OF MANAGEMENT ..... 2

ARTICLE 3 – ASSOCIATION RIGHTS ..... 2
3.1 ASSOCIATION RECOGNITION ..... 2
3.2 PAYROLL DEDUCTIONS ..... 4
3.3 AGENCY SHOP ..... 5
3.4 ASSOCIATION STEWARDS AND ASSOCIATION REPRESENTATION ..... 7
3.5 ASSOCIATION BUSINESS ..... 8
3.6 ASSOCIATION LEAVE ..... 9
3.7 BULLETIN BOARDS ..... 9
3.8 USE OF FACILITIES ..... 10

ARTICLE 4 – GRIEVANCE AND ARBITRATION PROCEDURE ..... 10
4.1 DEFINITION ..... 10
4.2 INTENT ..... 10
4.3 PROCEDURE ..... 10
4.4 GRIEVANCE TIMELINES AND LIMITATIONS ..... 10
4.5 INFORMAL GRIEVANCE ..... 11
4.6 FORMAL GRIEVANCE - STEP 1 ..... 11
4.7 FORMAL GRIEVANCE - STEP 2 ..... 11
4.8 FORMAL GRIEVANCE - ARBITRATION ..... 12

ARTICLE 5 – SALARIES ..... 13
5.1 WAGE AND SALARY ADJUSTMENTS ..... 13
5.2 SALARY STEP INCREASE AND FLEX STAFFING ADVANCEMENT ..... 13
5.3 Y-RATE ..... 14

ARTICLE 6 – EMPLOYEE BENEFITS ..... 14
6.1 HEALTH INSURANCE ..... 14
6.2 LIFE INSURANCE ..... 15
6.3 HEALTH INSURANCE PREMIUM ADVANCE ..... 16
6.4 RETIREMENT PLAN AND CONTRIBUTION ..... 16
6.5 CASH OUT AND/OR CREDIT FOR UNUSED SICK LEAVE ..... 16
6.6 FLEXIBLE SPENDING ACCOUNTS ..... 16
6.7 OTHER EMPLOYEE BENEFITS ..... 17
6.8 STATE DISABILITY INSURANCE ..... 17

ARTICLE 7 – HOURS OF WORK AND OVERTIME ..... 19
7.1 HOURS OF WORK ..... 19
7.2 OVERTIME ..... 19
7.3 COMPENSATORY TIME OFF (CTO) ..... 20
7.4 PART-TIME EMPLOYMENT ..... 20

ARTICLE 8 – HOLIDAYS AND LEAVES ..... 21
8.1 HOLIDAYS ..... 21
8.2 ANNUAL LEAVE ..... 22
8.3 SICK LEAVE ..... 23
8.4 COURT LEAVE ..... 24
8.5 LEAVES OF ABSENCE WITHOUT PAY ..... 24
8.6 PARENTAL LEAVE ..... 25
8.7 CATASTROPHIC LEAVE ..... 26

ARTICLE 9 – SPECIAL ALLOWANCES ..... 27
9.1 CALL-IN PAY ..... 27
9.2 NIGHT-SHIFT DIFFERENTIAL ..... 27
9.3 TEMPORARY WORK IN A HIGHER CLASSIFICATION ..... 27
9.4 LONGEVITY PAY ..... 28
9.5 BILINGUAL PAY ..... 28

ARTICLE 10 – PERSONNEL ACTIONS ..... 29
10.1 PROBATIONARY PERIOD FOR NEW HIRES, TRANSFERS, PROMOTIONS OR PROBATIONARY EMPLOYEES ASSIGNED TO FILL A VACANCY ..... 29
10.2 SELECTION FOR VACANCIES (STEP TO STEP TRANSFER) ..... 29
10.3 PROMOTIONS ..... 30
10.4 PROMOTIONAL TRANSFERS ..... 30
10.5 TRANSFERS WITHIN CLASSIFICATION ..... 31
10.6 INVOLUNTARY TRANSFERS ..... 31
10.7 DEMOTIONS ..... 32
10.8 TRANSITION ..... 32
10.9 DISCIPLINARY ACTION ..... 32
10.10 IN-LIEU DISCIPLINE ..... 33
10.11 CITIZENS COMPLAINT ..... 33
10.12 EMPLOYEE PERSONNEL RECORDS ..... 33
10.13 EMPLOYEE PERFORMANCE EVALUATIONS ..... 34

ARTICLE 11 – SENIORITY AND LAYOFF ..... 35
11.1 SENIORITY AND CLASSIFICATION DEFINITIONS ..... 35
11.2 LAYOFF, TEMPORARY LAYOFF, REDUCED WORK SCHEDULE, BUMPING AND REGRESSION LADDER DEFINITIONS ..... 36
11.3 REDUCED WORK SCHEDULE, TEMPORARY LAYOFF AND PERMANENT LAYOFF PROCEDURE ..... 37
11.4 RECALL ..... 40
11.5 VOLUNTARY WORK FURLOUGH/REDUCED WORKWEEK PROGRAM ..... 40
11.6 EMPLOYEES NOT COVERED BY THIS AGREEMENT ..... 42

ARTICLE 12 – REIMBURSEMENTS ..... 42
12.1 TUITION REIMBURSEMENT ..... 42
12.2 REGIONAL TRANSIT MONTHLY PASS ..... 42
12.3 DOWNTOWN PARKING SUBSIDY ..... 43
12.4 MILEAGE REIMBURSEMENT ..... 43

ARTICLE 13 – SAFETY AND UNIFORMS ..... 43
13.1 HEALTH AND SAFETY ..... 43
13.2 HEALTH AND SAFETY EQUIPMENT ..... 43
13.3 UNIFORMS ..... 43

ARTICLE 14 – MISCELLANEOUS ..... 44
14.1 SAVING CLAUSE ..... 44
14.2 STRIKES AND LOCKOUTS ..... 44
14.3 CLASSIFICATION STRUCTURE CHANGES ..... 44
14.4 DRIVER LICENSE AND INSURABILITY ..... 44
14.5 TELEWORK PROGRAM ..... 45
14.6 TERM ..... 45

INDEX ..... 47

EXHIBIT A – SALARY SCHEDULE ..... 50

EXHIBIT B – REGRESSION LADDERS ..... 51

## PREAMBLE

This Agreement, hereinafter referred to as the Agreement, has been entered into by the HOUSING AND REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SACRAMENTO, hereinafter referred to as the Agency, and the SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY EMPLOYEES ASSOCIATION, hereinafter referred to as the Association. These parties have met and conferred in good faith and this resulting Agreement has as its purpose the promotion of harmonious labor relations between the Agency and the Association, 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 – ENTIRE AGREEMENT

1.1 ENTIRE AGREEMENT

a. This Agreement, upon ratification by the Governing Boards, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes negotiations for its term.

b. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the scope of representation and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Agency and the Association, for the duration of this Agreement and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate with respect to any subject or matter, whether or not referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

c. This Article shall not be construed so as to prevent the parties from mutually agreeing, in writing, to reopen a provision or provisions in this Agreement, so long as reopened provisions are specified in the parties' mutually reopened agreement and other provisions in this Agreement continue in full force and effect.

## ARTICLE 2 – RIGHTS OF MANAGEMENT

2.1 RIGHTS OF MANAGEMENT

The Agency retains all rights not expressly abridged by this Agreement and applicable laws and other regulations, including the grievance procedure herein. These rights shall include, but are not limited to, the exclusive right to: a) direct, supervise, hire, promote, evaluate, suspend, discipline, discharge, transfer, assign, schedule and retain employees; b) dismiss employees due to lack of work, lack of funds, or abolishment of position; c) determine services to be rendered, operations to be performed, utilization of technology, work and productivity standards, and methods of work to be performed; d) determine the mission of the Agency, its organization, the number of employees, appropriate job classifications and all budgetary matters; e) maintain and improve the efficiency and effectiveness of Agency operations; and f) take any necessary actions to carry out its mission in situations of emergency.

## ARTICLE 3 – ASSOCIATION RIGHTS

3.1 ASSOCIATION RECOGNITION

a. For the purposes of meeting and conferring with respect to wages, hours, and other terms and conditions of employment, the Agency recognizes the Association as the sole and exclusive bargaining agent for all employees in the Administrative and Technical Unit in the following job classifications, subject to the right of an employee to represent himself/herself as provided in Government Code Section 3502.

Accountant
Accountant Specialist
Architectural CAD Operator
Buyer
Community Development Analyst
Community Development Specialist
Compliance Analyst
Construction Engineer
Construction Technician
Development Services Loan Assistant
Finance Specialist - Payroll
GIS Analyst
Housing Authority Analyst
Housing Authority Specialist
Housing Finance Analyst - Range 1
Housing Finance Analyst - Range 2
Housing Finance Analyst - Range 3
IT Applications and Development Analyst
IT Customer Support Specialist

IT Network/Midrange Specialist
Loan Administrator
Loan Processing Analyst
Loan Servicing Analyst
Principal Accountant
Principal Construction Architect
Principal Construction Technician
Principal Housing Authority Analyst
Principal Housing Authority Analyst - Comm Planning
Principal Housing Authority Analyst - HCV & Applications
Principal IT Customer Support Specialist
Principal Loan Processing Analyst
Principal Procurement Services Analyst
Principal Public Housing Agent
Principal Regulatory Compliance Analyst
Program Operations Analyst - Portfolio Management
Program Technician
Public Housing Agent
Real Estate Analyst
Real Estate Specialist
Redevelopment Analyst - Range 1
Redevelopment Analyst - Range 2
Redevelopment Analyst - Range 3
Redevelopment Planner - Range 1
Redevelopment Planner - Range 2
Redevelopment Planner - Range 3
Redevelopment Specialist
Regulatory Compliance Analyst
Regulatory Compliance Specialist
Resident Services Specialist
Strategic Planning Analyst

b. Employment Status: The standing of an employee's present appointment. There are the following types of status for employees covered by this Agreement:

Regular: The status of an employee who has been lawfully retained in a classification after completion of a probationary period.

Probationary: The status of an employee who has been appointed to a classification, but who has not completed the required probationary period of fifty-two (52) weeks of continuous service.

Pre-approved time off during the probationary period shall not be considered to be a break in continuous service; however, any absence exceeding ten (10) work days shall extend the probationary period by an equal amount of time.

Part-Time: A position of varying duration, but must be such as to work more than twenty (20) hours and less than forty (40) hours per week.

Limited-Term: The status of an employee hired for a limited duration, up to a maximum of eighteen (18) months, because of seasonal workloads, special projects, or other reason. Such employee must work within one year from each date of employment, at least 1,040 hours during a continuous period of at least six (6) months.

c. The Agency will not utilize limited-term positions to circumvent the establishment of regular positions.

d. The Association will not object to the State Mediation and Conciliation Service or the American Arbitration Association conducting an election pursuant to the Agency's Employer-Employee Relations Policy.

3.2 PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions for group insurance plans to which the Agency now is or shall hereafter be a contracting party, the Agency agrees to establish payroll deductions for members of the Association the first two (2) paydays of each month for:

(1) the normal and regular monthly membership dues;

(2) the service fees for non-members as set forth in Section 3.3 of this Agreement;

(3) insurance premiums for plans to which the Agency is not a contracting party, including Association-sponsored disability insurance premiums and automobile insurance premiums; and

(4) charitable contributions.

b. All payroll deductions set forth in Section 3.2(a) above shall be subject to the following conditions:

(1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the Agency. Such forms shall be those which are currently used. Any changes or modifications shall be agreed upon between the Agency and the Association.

(2) Such deductions shall be made only upon submission to the Human Resources Department of said authorization form duly completed and executed by the employee and the Association.

(3) The Association will be responsible for submitting to the Human Resources Department any changes in the amounts to be payroll

deducted from the paychecks of employees who have authorization forms on file with the Agency. The Agency may devise a payroll deduction input document for use by the Association.

(4) The Agency must approve, in advance, all payroll deductions made pursuant to Section 3.2(a)(3) and (4). All insurance plans must be approved as being non-competitive and non-duplicative of Agency-offered insurance programs.

(5) The Association agrees to indemnify, defend and hold the Agency, its officers, agents and employees harmless against any claims made, and against any suits instituted against them or any one of them on account of any payroll deduction made pursuant to this Article.

c. The Agency will remit to the Association a check for all the deductions.

d. Solicitation and/or servicing of Association insurance and benefit programs shall not interrupt on-duty employees nor be conducted in any Agency facility without prior approval of the Agency.

3.3 AGENCY SHOP

a. General

As a condition of continued employment, all regular employees who are paid one or more hours salary during a bi-weekly pay period, and all part-time employees who are paid forty (40) or more hours salary during a bi-weekly pay period shall be a member of the Association or pay an agency shop service fee to the Association in an amount determined as set forth in subsection (b) below.

b. Service Fee

The service fee required shall be an amount equal to the Association's uniformly-applied standard initiation fee, periodic dues and general assessments. In computing such amounts, the Association shall exclude expenditures for members-only benefits and Association expenditures for political and ideological purposes unrelated to collective bargaining, contract administration and grievance adjustment. Any dispute as to the service fee or the amount thereof shall be directed solely to the Association, and the Agency shall not be a party to the dispute.

No employee who is paid for less than one hour of salary during a bi-weekly pay period and no part-time employee who is paid for less than forty (40) hours of salary during a bi-weekly pay period shall be required to pay a service fee under this Section. Further, no employee shall be required to pay any service fee through their first full calendar month of employment with the Agency.

c. Religious Objection

Any employee otherwise required to pay a service fee under this Section, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of continued employment. Such an employee shall be required as a condition of continued employment, in lieu of the service fee, to pay a sum equal to the service fee otherwise payable under this Section to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3). Upon request of the Association, such employee shall be required to submit to the Association proof of payment of the in-lieu-of service fee. For purposes of this Section, such employees shall choose from the following three (3) organizations:

United Way
Firefighters Burn Institute
Children's Receiving Home

Employees claiming a religious exemption shall be required to file a written statement under oath or affirmation with the Association, which identifies the religious organization by name, if any, and which provides in detail that the employee and the organization meet all of the requirements for claiming the religious exemption.

d. Disclosure and Reporting

The Association shall keep an adequate itemized record of its financial transactions and shall make available annually, to the Agency upon written request and to the employees covered by this Section within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. The Association, if required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this Agreement, or if required to file financial reports under Section 3546.5 of the Government Code, shall instead provide the Agency with a copy of such financial reports.

e. Hold Harmless

The Association shall promptly refund to the Agency any amounts paid to the Association in error under this Section.

The Association expressly agrees to indemnify and hold the Agency harmless from any and all claims, demands, costs (including any costs incurred by the Agency in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the Agency in the adoption or administration of this Section. This hold harmless and indemnity agreement shall include, but not be limited to, employee legal actions of any sort or nature against the Agency based upon or related to this Section. Further, in the event that the Agency undertakes disciplinary action against an employee pursuant to this Section, this hold

harmless and indemnity agreement shall cover all costs and expenses, including any costs incurred by the Agency in defense of a lawsuit.

f. Change of Law

In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Section is rendered unlawful by any published appellate court decision, this Section shall be forthwith deemed amended to comply with the change or decision in question.

g. Discipline Procedure

Failure to pay the required service fee under this Section constitutes cause for discharge pursuant to Section 10.8 of this Agreement. However, no employee shall be terminated under this Section unless:

(1) The Association first has notified the employee by letter, explaining that he/she is delinquent in not tendering the required service fee, or payment in lieu of service fee pursuant to subsections (b) and (c) above, specifying the current amount of the delinquency, and warning the employee that unless such service fee, or payment in lieu of service fee, is tendered within thirty (30) calendar days, the employee will be reported to the Agency for termination as provided in this Section; and

(2) The Association has furnished the Agency with written proof that the procedure of subsection (1) above has been followed, or has supplied the Agency with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Association must further provide, when requesting the Agency to terminate the employee, the following written notice:

> "The Association certifies that (employee's name) has failed to tender the agency shop service fee, or payment in lieu of service fee, required as a condition of employment under this Agreement and that under the terms thereof, the Agency shall terminate the employee."

h. Employee Rights

Employees covered by this Agreement shall have all rights specified in Government Code Section 3502.5(b).

3.4 ASSOCIATION STEWARDS AND ASSOCIATION REPRESENTATION

a. The Agency recognizes and agrees to deal with the accredited Association stewards and representatives of the Association in all matters relating to grievances and the interpretation of this Agreement.

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

c. The number of Association stewards shall not exceed four (4). Any change in the number of stewards shall be made by written consent of both parties.

d. Upon notification of the Human Resources Manager, or his/her designated representative, a representative of the Association who will be representing the employee in the grievance and arbitration procedure, may visit the Agency at any time mutually agreeable to both parties for the purpose of preparing the case for arbitration.

e. A representative of the Agency, at its option, may accompany the parties. In addition, the representatives and the Association President, or his/her designated representative, may privately interview employees, one at a time, in possession of facts relevant to the grievance. The interviews shall be held at a place provided by the Agency and for a reasonable period of time.

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

g. Notwithstanding the provisions of this Article and Article 4, Grievance and Arbitration Procedure, on all matters relating to grievances and the interpretation of this Agreement, the Agency shall deal with only the accredited Association stewards and those Association officers elected by the general membership. Further, the provisions of Section 3.4(d) shall apply to only such persons (including a representative of the Association).

h. Notwithstanding any provision of this Section, in the event the full agency shop becomes effective for the Unit during the term of this Agreement, the Association stewards for the Unit shall have no extensive designated responsibilities and shall not conduct any Association or representational activities, including grievance handling, on Agency time unless prior approval is expressly granted by Agency management.

3.5 ASSOCIATION BUSINESS

a. An employee who is elected or appointed to the Association office, or is selected for regular employment with the Association, shall be granted a leave of absence upon written request, at least thirty (30) days in advance, from the Agency. The leave shall be without pay for a one-year period or less. Leave of absence for Association business shall count as service time for the purpose of determining seniority.

b. Members of the Association Negotiating Committee shall be granted leave from duty with full benefits for the purpose of negotiating the terms of an agreement when such meetings take place at a time during which such members are scheduled to be on duty.

c. An employee who is elected or selected by the Association, upon written request of the President of the Association, may be granted an excused absence without pay for a period of time sufficient to attend to union business, conferences, conventions, or special training schools, subject to the needs of the Agency.

3.6 ASSOCIATION LEAVE

a. The Association shall accrue a leave bank of twelve (12) hours per month, starting the first pay period of 2009, to be used for the purposes of conducting Association business and attending training. These hours may only be used by Association representatives employed by the Agency. The hours shall accumulate to a maximum of 160 hours. Accrual shall continue once the hours are below the maximum amount.

b. The hours shall have no cash value and cannot be used for any other purpose than allowed under the provisions of this article.

c. The use of Association leave hours shall only be allowed if the Association provides a minimum of five (5) working days advance notice. The request shall be in writing and the approval/denial shall be provided in writing in a timely manner. Except for failure to provide five (5) working days advance notice, the leave request shall not be denied unless it would interfere with Agency business.

d. None of the leave hours shall be used for the purposes of advancing Association political views, such as attending political rallies or conferences, to support candidates running for office, or any such events of a similar nature.

e. Association representatives using leave time for reasons other than is expressly provided under this Article shall forfeit their rights to Association Leave and may be subject to disciplinary action up to and including termination.

3.7 BULLETIN BOARDS

a. For purposes of posting Association notices, the Agency shall provide the Association with adequate space on bulletin boards in areas where the Association has employees it represents. Such notices may be posted by the Association.

b. The Agency shall provide the Association with a list of bulletin boards with adequate space for Association notices. These same bulletin boards shall be utilized for the posting of job examination announcements and seniority lists.

c. In the event a dispute arises concerning the appropriateness of material posted, the President of the Association will be advised by the Human Resources Director of the nature of the dispute and the notices will be removed until the dispute is resolved.

3.8 USE OF FACILITIES

a. The Association can use Agency conference rooms and similar facilities for meetings with employees. Use of Agency meeting facilities requires reasonable advance notice to the appropriate Agency official and is subject to Agency use of such facilities. The Agency may establish reasonable regulations governing the use of Agency facilities as provided by this Section.

b. The Association will be permitted reasonable use, not to exceed once per calendar month, of the Agency's mail system for Association materials to employees covered by this Agreement. The mail code shall be clearly marked on the envelope for such mail. The Agency shall not be held responsible for untimely or lost mail.

## ARTICLE 4 – GRIEVANCE AND ARBITRATION PROCEDURE

4.1 DEFINITION

A grievance is any dispute between (a) the parties, (b) the Agency and an employee or employees, or (c) between or among employees, with respect to the meaning, interpretation, application or enforcement of this Agreement.

4.2 INTENT

It is the intent of the parties to this Agreement to anticipate and diminish causes of grievances and to settle any which arise, informally at the lowest practicable level of supervision, and as fairly and promptly as possible. Therefore, it is agreed that there should be time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure, and the time in which each answer must be given. Any grievance not initiated, or pursued by the Association, aggrieved employee, or the Agency, as the case may be, within these time limits, will be considered settled on the basis of the last timely demand or answer by the Agency, as the case may be, unless the time is extended by agreement of both parties. At each step of the grievance procedure, the Agency shall make available information necessary and pertinent to the processing of the grievance, except for any material which, in the Agency's discretion must, in the public interest be kept confidential or which is intimate and private to the grieving employee.

4.3 PROCEDURE

Grievances will be processed in the following manner and within the stated time limits.

4.4 GRIEVANCE TIMELINES AND LIMITATIONS

No matter shall be considered a grievance unless it is presented in writing within thirty (30) calendar days after the occurrence of the events on which the grievance was based or within thirty (30) calendar days from which a reasonable person should have

been aware of the grievance events. It is the intent of this provision that a grievance shall be filed as soon as practical. Grievance resolutions involving back pay are limited to thirty (30) calendar days prior to the date the grievance was filed. The only two exceptions are if there is mutual agreement by the parties to waive this provision, or for pay discrepancies that are supported by appropriate documentation.

If the Agency does not meet the time limits, the Association may process the grievance to the next step. Time limits at each step may be waived or extended by mutual agreement of the parties.

4.5 INFORMAL GRIEVANCE

The aggrieved employee or group of employees or a representative of the Association shall orally present the grievance to the employee's appropriate supervisor or his/her designated representative within thirty (30) calendar days following the occurrence of events on which the grievance is based. The supervisor shall give his/her answer within ten (10) working days of the date of presentation of the grievance.

4.6 FORMAL GRIEVANCE - STEP 1

If the grievance is not resolved under Section 4.5, it shall be reduced to writing, setting forth the alleged facts or circumstances giving rise to the grievance, the applicable Section of the Agreement asserted to have been violated and the remedy or correction requested of the Agency. The written grievance must be dated and signed by the aggrieved employee or the employee's representative. The written grievance must be presented to the aggrieved employee's Department Director or the Department Director's designated representative, within ten (10) working days after the supervisor's answer under Section 4.5. The Department Director or designated representative shall establish a time for a grievance meeting with the aggrieved employee and/or the Association representative to occur within ten (10) working days after receipt of the written grievance in an attempt to resolve the matter. At the grievance meeting, the Department Director or designated representative shall receive such evidence relevant to the grievance as the aggrieved employee and/or Association representative may wish to introduce. The Department Director or designated representative shall then consider the evidence received and render a written decision within ten (10) working days after the grievance meeting.

4.7 FORMAL GRIEVANCE - STEP 2

a. If the grievance is not satisfactorily resolved at Step 1, the written grievance may be presented to the Executive Director or the Executive Director's designated representative within ten (10) working days after receipt of the Department Director's written answer. The Executive Director or designated representative shall investigate and receive such evidence in the matter as seems just and proper and may meet with the aggrieved employee and/or the Association representative in an attempt to resolve the grievance. The Executive Director or designated representative shall then consider the evidence received and render a written decision on the grievance within twenty (20) working days after receipt of the written grievance.

b. The Association or the Agency may initiate their grievances at this Step 2 of the grievance procedure. Any grievance by the Agency against the Association must be filed with the Association President.

c. If the grievance is not resolved at Step 2 by mutual agreement of the parties the matter may be referred to mediation by the California State Mediation and Conciliation Service.

4.8 FORMAL GRIEVANCE - ARBITRATION

a. Grievances not settled at Step 2 of the grievance procedure may be referred to arbitration by either party. Request for arbitration shall be made in writing within ten (10) working days after the Executive Director's response is given. An impartial arbitrator shall be selected jointly by the Agency and the Association within twenty (20) working days of receipt of the request. The parties shall attempt to mutually agree on an arbitrator. If the parties cannot agree on an arbitrator, they shall immediately make a joint request of the American Arbitration Association or State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The arbitrator shall have access to all written statements and documents relevant to the grievance. The arbitrator shall render his/her decision no later than sixty (60) days after the conclusion of the final hearing. Such decision shall be made in writing and shall be final and binding on both parties and made in accordance with, and in conformance to, the terms of this Agreement. Copies of the decision will be furnished to both parties.

b. The arbitrator shall have no authority to add to, delete, or alter any provision of this Agreement, but shall limit his/her decision to the scope, application and interpretation of the provisions of this Agreement and shall make no decisions in violation of existing law.

c. The fees and necessary expenses of any arbitration proceedings shall be shared equally by both parties, except that each party shall pay the fees of its own counsel and/or representative. The Agency agrees that employees shall not suffer loss of compensation for time spent as a witness or as the Association representative at an arbitration hearing held pursuant hereto. The Association agrees that the number of witnesses requested to attend and their scheduling shall be kept to a reasonable minimum.

d. The Agency and the Association shall provide, in writing, the names of witnesses and representatives attending the arbitration proceedings, at least one (1) week in advance of the proceedings. No pay shall be provided to the witnesses or Association representative if the Association or grievant fails to provide the one (1) week advance notice.

## ARTICLE 5 – SALARIES

5.1 WAGE AND SALARY ADJUSTMENTS

a. Effective the first full pay period of July 2009 the following classifications below shall receive a 5% range adjustment.

(1) Accountants
(2) Architectural CAD Operators
(3) Finance Specialists Payroll
(4) Compliance Analyst
(5) Loan Servicing Analyst
(6) Principal Accountant
(7) Program Technician

b. Effective the first full payroll period of January 2010 all EA employees shall receive a 2.5% increase.

c. Effective the first full payroll period of January 2011 all EA employees shall receive a 3% increase.

d. Effective the first full pay period of January 2011 the following classifications shall receive a 5% range adjustment:

(1) Redevelopment Analyst
(2) Redevelopment Planner
(3) Housing Finance Analyst

e. Effective the first full payroll period of January 2012 all EA employees shall receive a 3% increase.

5.2 SALARY STEP INCREASE AND FLEX STAFFING ADVANCEMENT

a. A new employee will normally receive the salary specified for Step 1 of the salary range which corresponds to his/her job classification. In special circumstances, a beginning salary above Step 1 may be authorized by the Executive Director.

b. Employees are eligible for advancement to succeeding steps of the assigned salary range after the completion of the equivalent of fifty-two (52) weeks of full-time service.

c. An employee's step increase date shall be effective on the salary anniversary date.

d. A step increase may be denied only for just cause in writing.

e. Employees advanced pursuant to the Flexible Staffing Procedure shall receive a new anniversary date upon advancement to the higher salary range. Denial of such advancement shall not be subject to the grievance procedure.

5.3 Y-RATE

Those employees who are reallocated to classifications where the maximum rate of pay is less than the employee's salary immediately prior to the reallocation, pursuant to a classification and pay study, shall be Y-rated until the salary of the affected classification range is increased to the incumbent employee's Y-rated salary.

## ARTICLE 6 – EMPLOYEE BENEFITS

6.1 HEALTH INSURANCE

a. The Agency's designated group insurance contribution for regular full-time employees enrolled in employee only, shall be as follows:

(1) Effective the first of the month following the date of Governing Board approval for 2009, the lowest cost HMO plan & Delta Dental, $549.49 per month.

(2) Effective the first payroll period of 2010, the lowest cost HMO plan & Delta Dental

(3) Effective the first payroll period of 2011, the lowest cost HMO plan & Delta Dental

(4) Effective the first payroll period of 2012, the lowest cost HMO plan & Delta Dental

b. The Agency's designated group insurance contribution for regular full-time employees enrolled in employee plus one, shall be as follows:

(1) Effective the first of the month following the date of Governing Board approval for 2009, $800 per month.

(2) Effective the first payroll period of 2010, $850 per month.

(3) Effective the first payroll period of 2011, $910 per month.

(4) Effective the first payroll period of 2012, $975 per month.

c. The Agency's designated group insurance contribution for regular full-time employees enrolled in employee plus two or more, shall be as follows:

(1) Effective the first of the month following the date of Governing Board approval for 2009, $1050 per month.

(2) Effective the first payroll period of 2010, $1200 per month.

(3) Effective the first payroll period of 2011, $1300 per month.

(4) Effective the first payroll period of 2012, $1400 per month.

d. All employees who are regularly scheduled to a part-time position in the Administrative and Technical Unit shall receive a pro rata Agency designated group insurance contribution based on the employee's regularly scheduled hours.

e. To be eligible for the Agency contribution under this Article the full-time employee must be paid for a minimum of forty (40) hours of work during the bi-weekly pay period for which the Agency contribution is made. If an employee fails to meet this criterion the Agency shall deduct from the employee's paycheck the amount equal to the Agency contribution, in addition to any other employee deductions for health and dental insurance. If this deduction from the employee's paycheck cannot be made in its entirety, it is the responsibility of the individual employee to pay for the remaining amount. Failure to do so before the end of the calendar month, including such paycheck(s), shall automatically drop the employee from the health and dental insurance program until the next open enrollment period.

f. All employees covered by this Agreement shall be enrolled in the employee plus one coverage under the Vision Care Plan "A".

g. Eligible employees may apply the Agency contribution toward the Agency-sponsored dependent care reimbursement program and the purchase of life insurance pursuant to Section 6.2.

h. In addition, effective February 1, 2006, eligible employees may apply the unused Agency contribution to a maximum of $200.00 toward the Agency-sponsored dependent care reimbursement program, life insurance pursuant to Section 6.2, the employee's share of retirement contribution, and deferred compensation. Employees are required to maintain health insurance coverage or provide proof of coverage elsewhere.

i. The maximum health insurance contribution shall be $360.00 per month and shall continue at $360.00 per month for the duration of this Agreement.

6.2 LIFE INSURANCE

The Agency shall provide $10,000 life insurance for probationary and regular employees covered by this Agreement. The Agency agrees that subject to Federal tax limitations and during the applicable open enrollment period, employees may purchase additional life insurance up to three (3) times annual salary. Such insurance may be purchased from the Agency health and dental contribution up to the Federal limit, and from employee out-of-pocket funds thereafter.

6.3 HEALTH INSURANCE PREMIUM ADVANCE

A regular employee who is on medical leave and who has exhausted all leave balances and is on leave without pay, may request that the Agency continue elected coverage limited to the Agency's medical plan by advancing payments during such leave. The Agency may advance no more than three (3) months of health insurance premiums and the employee shall reimburse the Agency for all such premiums paid.

6.4 RETIREMENT PLAN AND CONTRIBUTION

a. The Agency will pay the first three and one-half percent (3-1/2%) of an employee's seven percent (7%) Public Employees' Retirement System contribution, which currently is an amount equal to one-half (1/2) of the employee's retirement contribution. For employees not covered by the Public Employees' Retirement System, the Agency shall contribute an equal amount towards their retirement contribution.

b. Effective July 1, 2001, all Agency employees will be covered by the Public Employees Retirement System (PERS) 2% at age fifty-five (55) plan with one-year highest compensation.

6.5 CASH OUT AND/OR CREDIT FOR UNUSED SICK LEAVE

a. Effective upon adoption, an employee shall have the following option regarding sick leave cash out and/or credit at retirement with fifteen (15) years or more of Agency service:

(1) Convert all accrued sick leave to retirement service credit pursuant to Section 20965 of the Government code; or

(2) Cash out up to thirty-three and one third (33 1/3%) percent of 1040 hours of the accumulated sick leave hours and convert the balance of unused sick leave to retirement service credit.

b. An employee who terminates employment with the Agency by any reason other than retirement shall forfeit any unused accumulated sick leave.

6.6 FLEXIBLE SPENDING ACCOUNTS

The following flexible spending accounts shall be available to eligible employees:

a. Out-of-pocket costs for health and dental insurance premiums;

b. Unreimbursed health care expenses up to $5,000 per plan year; and

c. Dependent care reimbursement.

Administrative costs shall be paid by the employees participating in Sections 6.6(b) and (c).

6.7 OTHER EMPLOYEE BENEFITS

Except as modified by this Agreement, and subject to applicable laws, the following benefits shall remain in effect during the term of this Agreement:

a. State Unemployment Insurance

b. State Disability Insurance

c. Worker's Compensation Fund

d. Social Security

e. Public Employees' Retirement System
(Housing Authority employees only)

f. The Agency Human Resources Department is one of the locations employees may obtain information regarding the benefits mentioned above, as well as the Family Medical Leave Act (FMLA) and the Americans With Disabilities Act (ADA). It is not the intent of this section to restrict or expand the rights of employees in regard to the benefits mentioned herein.

6.8 STATE DISABILITY INSURANCE

a. The Agency shall maintain State Disability Insurance (SDI) at the employee's cost for employees in classifications represented by the Association.

b. The intent of this program is to enable eligible employees who file for their SDI benefits in accordance with applicable rules and procedures to integrate such SDI benefits with their own available leave balances. Integration is where the SDI benefit and the monetary value of the employee's leave balance combine to provide a bi-weekly adjusted net income which is equivalent to 100% of the employee's regular net income so long as available leave balances and SDI eligibility permits. The regular net income is the employee's gross income, less any required deductions such as taxes, retirement and SDI insurance premiums, as well as any other mandatory deductions. Other employee authorized deductions shall be deducted from the resultant net pay.

c. Eligible employees will use State Disability Insurance on an integrated basis with Agency leave benefits providing for holiday time, sick leave, vacation, compensating time off and holiday in lieu time in that order. This provision is an exception to the current policy which otherwise requires exhaustion of all accrued leave balances before a request for a leave of absence without pay can be considered.

d. Integration of SDI with accrued leave balances will require detailed procedures which the Agency shall, in its sole discretion, implement to insure the equitable application of the program consistent with this Agreement provision.

e. Integration of SDI with accrued leave balances shall take place subject to the following conditions:

(1) Integration with Agency leave benefits will begin when either of the following actions occur:

(a) The employee contacts the Human Resources Department to establish a date for integration to begin. In the event that an employee is unable to so notify the Agency, contact from the employee's spouse, parent, or another close family member will be sufficient.

Upon contacting the Human Resources Department, the employee must immediately file for SDI with the State of California. If the Agency does not receive the appropriate notification from the State of California prior to the end of the integration, the Agency will reverse the integration process and will treat the period of time as though no integration occurred.

(b) Receipt of the notice of eligibility from the State of California. If the employee chooses not to contact the Human Resources Department as outlined in subsection (a) above, it is recommended that he/she file for SDI as soon as possible. No integration under this option can occur until the Agency receives the notification from the State.

(2) When the employee's eligibility is established, the Agency shall make leave payments to the employee in the usual manner except that the net pay, including SDI benefits and net Agency pay, shall not exceed 100% of the regular net pay. If SDI benefits equal or exceed 100% of the regular net pay, no Agency payment shall be made.

(3) Special pay allowances not of a permanent nature, such as overtime compensation or higher duty assignment pay, shall not be counted in determining the employee's gross or net pay.

(4) Sick leave and vacation shall not accrue during the period of integrated SDI in which the employee receives SDI payments unless there are hours of work. The employee shall receive a prorated accrual based on the number of hours actually worked. Service credits toward seniority and step increase eligibility shall be accrued during any pay period during which an employee is on the integrated leave and SDI program.

(5) Any period of absence during which an employee is receiving SDI benefits but is not receiving leave integration payments shall be deemed a leave of absence without pay.

(6) If the employee exhausts all available leave balances but continues on SDI, the Agency compensation shall cease.

(7) The Agency shall continue its contributions toward the employee's health, dental, life and retirement contributions in accordance with established laws and practices during the pay periods which include Agency payment for integrated leave balances. The employee shall be responsible for payment of premiums required to maintain medical insurance coverages when Agency contributions cease.

(8) Eligible part-time or temporary employees shall be included in this program on a pro rata basis.

f. In the event the Agency determines that legislative, administrative or judicial determinations cause changes which in any way restrict, reduce or prohibit this program operation, it shall immediately and automatically terminate.

## ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.1 HOURS OF WORK

a. The workweek for employees shall begin at 12:01 a.m. Saturday, and end at 12:00 midnight the following Friday. The workweek for full-time employees shall consist of forty (40) hours during the seven (7) day period, except as otherwise provided by the agreement.

b. The appointing authority may adjust hours of work, the workweek and lunch periods. Prior to a change in the schedule, the Agency shall give the employee and the Association fifteen (15) days notice. If the Agency fails to provide the fifteen (15) days notice, the employee shall be compensated at a rate of one and one-half (1-1/2) times the employee's normal rate of pay for a period of fifteen (15) work days.

c. Alternative schedules include, but are not limited to, 9/80 schedules consisting of eight (8) days of nine (9) hours and one day of eight (8) hours in a bi-weekly pay period; 4/10 schedules consisting of four (4) days of ten (10) hours in a workweek; or other flex schedules designated by the Agency.

7.2 OVERTIME

a. Overtime shall be compensated at a rate of one and one-half (1-1/2) times the employee's normal base rate of pay.

b. Employees who work in excess of eight (8) hours per day or forty (40) hours per week shall receive overtime pay.

c. Employees who work alternate schedules (i.e. 9/80 or 4/10 schedules) shall be paid overtime for hours worked in excess of nine (9) or ten (10) hours respectively per day or forty (40) hours per week.

d. For the purposes of computing overtime, sick leave shall not be considered as time worked unless the employee provides a physician's certification immediately upon returning to work.

7.3 COMPENSATORY TIME OFF (CTO)

a. CTO instead of cash compensation for overtime may be granted, at the request of the employee at the rate of one and one-half (1-1/2) hours paid leave for each overtime hour worked. The Agency shall have the right to deny an employee's request for cash payment and instead compensate overtime through CTO.

b. All CTO balances over eighty (80) but less than three hundred twenty (320) hours as of the pay period that includes December 31 will be paid annually on the third payday in the following year. Balances in excess of three hundred twenty (320) hours will be paid bi-weekly.

c. The Agency shall have the right to schedule and approve all use of CTO.

7.4 PART-TIME EMPLOYMENT

a. This Section applies to employees in part-time positions or full-time employees who request to be employed on a part-time basis. Approval of requests for part-time employment lies within the discretion of the Agency.

b. Employees working part-time shall be scheduled to work a minimum of forty (40) hours in a bi-weekly pay period.

c. If a request to convert from full-time to part-time is approved, the employee will be assigned on a part-time basis as soon as practicable.

d. A part-time employee may request to change to full-time employment by giving written notice to the Human Resources Department. Employees submitting such written request will be changed to full-time employment as vacancies in regular positions occur within their current classification. The part-time employee who has the earliest dated request to change to full-time employment will be given the first available vacancy.

e. The salary of part-time employees shall be pro-rated based on the number of hours worked. Vacation, sick leave, holiday and insurance benefits will be as stated in those Sections of this Agreement.

## ARTICLE 8 – HOLIDAYS AND LEAVES

8.1 HOLIDAYS

a. The following shall be recognized holidays for employees covered by this Agreement:

| Holiday | Date |
|---|---|
| New Year's Day | January 1 |
| Martin Luther King's Birthday | Third Monday in January |
| Washington's Birthday | Third Monday in February |
| Cesar Chavez's Birthday | Last Monday in March |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Day After Thanksgiving | First Friday after Thanksgiving |
| Christmas Eve Day (4 hours) | Last working day prior to observance of Christmas Day holiday |
| Christmas Day | December 25 |
| New Year's Eve Day (4 hours) | Last working day prior to observance of Christmas Day holiday |

b. When one of these holidays falls on a Saturday, the employees shall be given the preceding Friday off. When one of these holidays falls on a Sunday, the employees shall be given the following Monday off.

c. Employees shall work the entire regularly scheduled shift, or have pre-approved time off, before and after the holiday to be eligible for holiday pay. An employee who is scheduled to work on a holiday and fails to report to work shall not be entitled to holiday pay. Employees who fail to report to work the day before or after the holiday because they are sick must provide a physician's certification immediately upon reporting to work, otherwise they shall not be entitled to holiday pay.

d. A regular employee who works a holiday shall be paid eight (8) hours for the holiday plus one and one-half (1-1/2) times of their regular rate of pay. If an employee reports to work on a holiday and does not work the entire shift, the employee will only be paid time and one-half (1-1/2) for the actual hours worked and shall not receive holiday pay for the remaining holiday hours not worked.

e. Part-time employees shall receive the holiday benefit on a pro rata basis.

f. Floating Holidays

In addition to the recognized holidays specified above, each employee shall receive the equivalent of two (2) floating holidays per fiscal year on an accrual basis as follows:

(1) Each full-time employee shall accrue floating holiday credit at the rate of .615 hours per pay period. The employee shall accrue floating holiday credit for each pay period for which the employee is paid one or more hours of salary.

(2) Regular part-time employees shall accrue floating holiday credit on a pro rata basis.

(3) The scheduling of floating holiday time must be approved in advance by the appointing authority or designated representative.

(4) As of the end of the pay period which includes December 31, floating holiday time earned but not taken may accrue to a maximum of two (2) times the employee's yearly accrual.

g. Alternate/Flex Schedule Holidays

During workweeks with one or more recognized holidays, holiday pay for employees working alternate or flex schedules shall be eight (8) hours for each full recognized holiday and four (4) hours for each half (1/2) recognized holiday. Employees shall be given the option of supplementing the holiday pay for the recognized holiday with accrued holiday time, vacation accrued, or CTO in order to earn a total of forty (40) hours pay in the workweek. Employees whose regular day off falls on a recognized holiday shall, in lieu of paid time off, accrue eight (8) straight-time hours for each full holiday and four (4) straight-time hours for each half (1/2) holiday falling on such scheduled day off.

8.2 ANNUAL LEAVE

a. All full-time employees shall earn annual leave at the following rate:

(1) 3.38 hours per bi-weekly pay period through three (3) years of service, to a maximum of 220 hours;

(2) 4.92 hours per bi-weekly pay period beginning with four (4) and through ten (10) years of service, to a maximum of 320 hours;

(3) 5.69 hours per bi-weekly pay period beginning with eleven (11) and through fifteen (15) years of service, to a maximum of 370 hours;

(4) 6.45 hours per bi-weekly pay period after fifteen (15) years of service, to a maximum of 420 hours.

b. Annual leave earned but not taken may accrue to the maximum indicated and thereafter no further leave shall accrue until the balance is reduced below the maximum.

c. During any year in which an employee is accruing annual leave at the rate of 6.45 hours per bi-weekly pay period, he/she may elect to take one week of his/her accrual in equivalent pay.

d. Once every three (3) months the Agency will notify each employee, in writing, of his/her accumulated sick leave and accumulated annual leave.

e. This Section shall apply to regular part-time employees except that the bi-weekly accrual rate under Section 8.2(a) shall be computed on a pro rata basis.

f. Employees must have six (6) months of service to be eligible to use accrued vacation.

8.3 SICK LEAVE

a. Sick leave shall be accrued at the rate of 3.69 hours per pay period.

b. There is no limit on the amount of sick leave which may be accumulated.

c. An employee is allowed a maximum of forty (40) hours sick leave per year, chargeable to accumulated sick leave, when it is necessary to care for a sick member of the employee's immediate family, unless otherwise expressly approved by the employee's appropriate supervisor.

d. An employee is allowed a maximum of forty (40) hours off if death occurs in the immediate family, unless otherwise expressly approved by the employee's supervisor. Immediate family shall be defined as the employee's mother, father, step-mother, step-father, grandparents, spouse, children, step-children, brother, sister, and persons bearing the same relation to the employee's spouse. Twenty-four (24) hours shall be allowed off for the death of a relative not stated above who was a resident of the employee's household at the time of death. Eight (8) hours shall be allowed off for the death of a relative not stated above who was not a resident of the employee's household at the time of death. Four (4) hours shall be allowed off to attend the funeral of a friend. All of this time shall be chargeable to sick leave.

e. Time off for doctor and dental appointments for an employee, or when absolutely necessary to take family members, may be charged to accumulated sick leave.

f. When an employee's sick leave has been depleted, annual leave shall automatically be utilized unless the employee otherwise notifies the Human Resources Department in writing.

g. An employee who, while on vacation, is bedridden for five (5) or more days, or hospitalized for one or more days, due to an illness or injury may have such

days charged to sick leave provided the employee submits appropriate written verification from the treating physician or the hospital in which he/she was confined.

h. Annually, employees with an accumulated sick leave balance of five hundred (500) hours or more, and who have used twenty-four (24) hours or less of sick leave by December 1 of the current calendar year, may cash out up to sixteen (16) hours of sick leave by December 31.

i. This Article shall apply to regular part-time employees except that the monthly accrual rate under Section 8.3(a) shall be computed on a pro rata basis.

8.4 COURT LEAVE

For the period of time in court, on jury duty or under subpoena as a witness in a proceeding in which the employee is not a party, an employee is entitled to court leave with pay and said absence shall not be construed as annual leave or leave without pay. Any fee, other than for mileage, collected by the employee for such duty shall be collected by the employer 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 leave or leave without pay and retain any fees.

8.5 LEAVES OF ABSENCE WITHOUT PAY

a. Requests for leave of absence shall be submitted in writing to the Human Resources Director and shall state specifically the reasons for the leave, the date when the leave is to begin, and the probable date of return.

b. Upon written request and approval by the Executive Director or designee, a leave of absence without pay may be granted to any employee with regular status for a period of not to exceed one year for the following reasons:

(1) Illness or disability, including pregnancy-related disability, not covered by sick leave;

(2) Association business;

(3) Education or training which will materially benefit the Agency;

(4) Parental/child care;

(5) Other personal reasons which do not cause inconvenience to the Agency.

c. Any leave of absence granted under Section 8.5(a)(1) above shall be only for the actual period of illness, disability, or pregnancy-related disability. Any request for a leave of absence longer than the actual period of illness, disability, or pregnancy-related disability, up to the one year maximum from the date the initial leave began under Section 8.5(a)(1), must be approved by the Executive Director or designee, and will be considered a leave under Section 8.5(a)(5).

d. An employee on leave of absence without pay necessitated by pregnancy, illness or disability, as verified by medical reports, is eligible to return to his/her position on request at the completion of such leave. In all other cases, if the leave of absence without pay has been granted for a period of time which would necessitate a permanent replacement, the employee on leave shall not be returned to the position he/she vacated unless that position is open at the time he/she reports for work. He/she shall, however, be granted preferential hiring rights for the first position of similar job classification which is open at a later date.

e. If the leave of absence without pay necessitates a temporary replacement, the employee on leave shall be returned to the position he/she vacated upon his/her return to work.

f. In the event an employee is transferred or promoted on a temporary basis for the duration of a leave of absence, such appointment shall have no effect on the status of the employee so promoted or transferred, and he/she shall be entitled to all rights and benefits that would be provided him/her had he/she not been temporarily promoted or transferred.

g. Employees may not accrue annual or sick leave while on leave of absence without pay; however, employees returning to work following a leave shall retain their accumulated sick leave and annual leave.

h. Approved leaves of absence shall count as service time for the purpose of determining seniority.

i. All premiums required under the Agency's health and welfare program shall be paid by the employee while on leave of absence without pay.

8.6 PARENTAL LEAVE

a. A parental leave policy for both male and female regular full-time and regular part-time employees shall be implemented, with the following provisions:

(1) Regular full-time employees who have completed 2080 hours of continuous service shall be eligible for a maximum Agency-paid parental leave of four (4) weeks consisting of up to one hundred-sixty (160) hours of continuous paid time off. Unused parental leave shall have no cash value.

(2) Regular part-time employees who have completed 1040 hours of continuous service shall be eligible for a maximum Agency-paid parental leave of four (4) weeks consisting of up to eighty (80) hours of continuous paid time off. Unused parental leave shall have no cash value.

(3) To be eligible for the paid leave the employee must have completed probation from the most recent date of hire preceding either (a) the birth of a child who resides with the employee and for whom the

employee has legal custody, or (b) the adoption of a child under age four (4) who resides with the employee and for whom the employee has physical and legal custody. Court-appointed legal guardians and foster parents do not qualify for parental leave.

(4) Eligible employees shall have the right to only one leave of absence per pregnancy or adoption regardless of the number of children involved (e.g., twins). The duration of paid leave shall not change based on a change in employment status, such as from part-time to full-time. An employee must utilize all paid leave prior to converting to unpaid leave during parental leave.

(5) Upon return from parental leave on the date previously authorized, employees shall be reinstated in the classification last held or equivalent position.

(6) Eligible employees shall have the right to extend parental leave beyond the four (4) weeks of Agency-paid leave to the maximum six (6) months of leave, upon approval by the Agency, by adding accrued and available hours of sick leave, vacation, compensatory time off (CTO), accrued holiday, and/or unpaid leave to their initial request for parental leave. The total period of absence from work, including the four (4) weeks of paid parental leave, shall not exceed six (6) months.

(7) Parental leave shall be taken in one continuous period of absence on paid or unpaid status, and must be completed within one year of the birth or adoption for which it is requested.

(8) Parental leave shall not commence prior to the date of birth or adoption and is separate from any disability leave which may be available to the employee.

(9) The Agency shall apply Family Medical Leave concurrent with Parental Leave.

b. The Agency shall have the right to promulgate a policy and procedure to implement and administer parental leave.

8.7 CATASTROPHIC LEAVE

Upon request of a regular employee and upon approval of the Executive Director or designee, annual leave, CTO, vacation, and/or holiday leave may be transferred from one or more employees to another employee, in accordance with Agency policies, and under the following conditions:

a. The receiving employee faces financial hardship due to injury or the prolonged illness of the employee.

b. The receiving employee has exhausted all leave balances.

c. Each donation must be a minimum of eight (8) hours and in whole hour increments and credited as vacation or annual leave.

d. The total leave credits received by the employee shall normally not exceed five hundred and twenty (520) hours; however, if approved by the Executive Director, the total leave credits received may be one thousand and forty (1,040) hours.

e. Donations shall be made on a form to be developed by the Agency, signed by the donating employee, and verified by the donating department. These donations are irrevocable.

f. Sick leave credits shall not be transferred under this provision.

g. This Section is not subject to the Grievance and Arbitration Article of this Agreement.

## ARTICLE 9 – SPECIAL ALLOWANCES

9.1 CALL-IN PAY

An employee who has completed their regular shift and has left Agency premises and is called back to work for unscheduled overtime work, shall receive a minimum of two (2) hours pay at time and one-half (1-1/2) their base rate of pay. If an employee is called and engages in problem solving over the phone which exceeds thirty (30) minutes, the employee shall receive the two (2) hour minimum call-in pay, or actual time worked, whichever is greater. Additional calls within the two hour period are covered under that minimum time paid.

9.2 NIGHT-SHIFT DIFFERENTIAL

All employees of the Agency covered by this Agreement who work five-eighths (5/8) or more of their regular shift in the period extending from 6:00 p.m. to 6:00 a.m. shall be compensated therefore by payment for the entire shift of an additional five percent (5%) of their base pay for that shift. Employees who work less than five-eighths (5/8) of their regular workshift in the period extending from 6:00 p.m. to 6:00 a.m. shall be compensated for those hours worked (to the nearest one-half hour) within this period by payment of an additional five percent (5%) of their base pay for such hours.

9.3 TEMPORARY WORK IN A HIGHER CLASSIFICATION

a. When an employee is assigned to perform more than seventy-five percent (75%) of the duties of a position in a higher classification, payment for such out-of-classification work shall be five percent (5%) above the regular base pay of the employee, providing such pay shall be a minimum of Step 1 of the higher classification, and no more than the maximum of Step 5 of the higher classification. The Executive

Director may authorize payment in excess of five percent (5%) but no more than Step 5 of the higher classification.

b. When an employee is assigned to perform at least fifty percent (50%) of the duties of a higher classification, payment for such out-of-class work shall be paid at three percent (3%) above their regular base pay.

c. No position will be filled by "temporary work in a higher classification" for more than six (6) months, except as follows:

(1) Illness

(2) Vacation relief

(3) Sick leave relief

(4) Leave of absence

(5) During the recruitment process

(6) Conditions of extended emergency

d. The Agency agrees not to abuse or circumvent the application or intent of this Section, including the establishment of new positions.

9.4 LONGEVITY PAY

a. Employees who have been employed by the Agency for a period of twenty (20) to twenty-five (25) years on January 1 of each year shall receive longevity pay of $100 on the second payday of January.

b. Employees who have been employed by the Agency for a period of twenty-five (25) or more years on January 1 of each year shall receive $300 on the second payday of January.

9.5 BILINGUAL PAY

a. The Agency may authorize bilingual pay when it is determined to be necessary for the operation. The Agency shall determine what languages are appropriate for such pay and the number of employees to be certified, and shall include American Sign Language (ASL). To be eligible for bilingual pay the employee must be determined to be verbally proficient, and if necessary for the assignment, proficient in the written language or ASL proficient. The Agency will arrange the certification and testing process and authorize the bilingual pay.

b. Bilingual pay shall be paid at the rate of five percent (5%) above the regular base pay for any period in which the employee is certified. An employee who is receiving bilingual pay shall provide assistance to any Agency operation as needed or when directed by the Agency.

## ARTICLE 10 – PERSONNEL ACTIONS

10.1 PROBATIONARY PERIOD FOR NEW HIRES, TRANSFERS, PROMOTIONS OR PROBATIONARY EMPLOYEES ASSIGNED TO FILL A VACANCY

a. The probationary period for all classifications in the Administrative and Technical Unit shall be twelve (12) months.

b. An employee released from probation does not have a right of return to their former classification or a right to grieve or appeal such release, unless allowed under this agreement or as provided by law.

c. An employee in probationary status assigned to fill a vacancy, as described in Article 10.2 below, shall serve a new probationary period and shall be placed at the same salary step in the new classification. The employee's classification date shall be the date of appointment to the new classification.

d. An employee who is promoted and subsequently released from their new job classification while serving the probationary period shall be reinstated to the job classification from which the employee promoted where regular status was held or an equivalent position, unless the reason for release would be just cause for dismissal from agency service pursuant to Section 10.9.

e. An employee's probationary period may be extended to a maximum of twelve (12) weeks, or an employee may be released from their position at the discretion of the appointing authority at any time during the probationary period with no right of appeal or grievance.

f. An employee in probationary status who is promoted and subsequently released from that new job classification while serving the probationary period shall have no right of appeal and no right of return to their former classification.

10.2 SELECTION FOR VACANCIES (STEP TO STEP TRANSFER)

a. When a regular vacancy occurs in a particular job assignment, employees at a salary step of five percent (5%) or less of the same step of the classification of the vacant position may request to be assigned to such vacancy. A vacancy or vacancies resulting from an assignment herein may not be subject to this procedure. The requests for consideration shall not be arbitrarily or capriciously denied. Assignment shall be made on the basis of the most qualified applicant. Where two (2) or more employees request consideration and their qualifications are not significantly different, the senior employee will be given the position.

b. For an employee to be considered for transfer under Section 10.2(a), a written transfer request, on a form provided by the Agency, must be filed with the Human Resources Department. Such transfer request shall be valid through December 31 of each calendar year.

c. An employee with regular status assigned to fill such a vacancy shall not serve a probationary period and shall remain at the same salary step and anniversary date in the new classification. The employee's classification date shall be the date of appointment to the new classification.

d. Within a period between thirty (30) to sixty (60) calendar days from the date the regular vacancy was filled, an employee who was interviewed for such vacancy pursuant to subsection (c) shall have the right to meet with the appointing authority to discuss why his/her transfer request was not approved.

10.3 PROMOTIONS

a. Promotional examinations are open to all employees who meet the basic qualifications for the higher position. Any employee, upon promotion shall be entitled to receive in the position to which he/she is promoted, the rate of compensation next higher than that received by him/her prior to this promotion; provided that the amount of such increase shall be at least equal to one full in-grade salary step, but in no case shall the new rate exceed the maximum rate of higher classification.

b. All job examination announcements establishing an eligible list shall be posted on the bulletin boards as specified in Section 3.6 at least ten (10) working days prior to the closing of the filing period. Job announcements may be posted for less than ten (10) working days with the consent of the Association.

Vacancies to be filled by an existing eligible list, transfer list, or reemployment list shall be posted on the bulletin boards as specified in 3.6 at least five (5) working days prior to the names on the eligible list/transfer list being certified.

c. Where an employee of the Agency applies for a promotional position within the Agency and does not meet the minimum qualifications of the higher classification, such employee shall be notified in writing which minimum qualification(s) were not met.

d. Within any job examination process, all employees who meet the minimum qualifications of a higher job classification covered by this Agreement shall be eligible for the job-related examination process. The current top five (5) names on the eligible list from the most recent examination process shall be granted interviews for each vacancy in said higher job classification. The promotion shall be given to the most qualified candidate without regard to relative position on the list. If two (2) or more candidates are equally qualified, seniority shall be the determining factor in the promotion.

10.4 PROMOTIONAL TRANSFERS

a. When regular vacancies occur, employees who meet the minimum qualifications and are at a salary step of five percent (5%) or less of a salary range of the classification may request to be interviewed for promotion to such vacancy. A vacancy or vacancies resulting from an assignment herein may not be subject to this procedure. Such employees shall be required to compete in the written portion of the

testing process, if applicable. However, in no event shall more than five (5) employees who have requested promotional consideration be given such interview, based on the test scores from the examination. If there is no test, the five (5) most qualified employees shall be referred to the interview. Selection shall be made on the basis of the most qualified applicant. Where two (2) or more employees request consideration and their qualifications are not significantly different, the senior employee will be given the position.

b. For an employee to be considered for a promotional transfer, a written transfer request, on a form provided by the Agency, must be filed with the Human Resources Department. Such transfer request shall be valid through December 31 of each calendar year.

c. Whenever the names of candidates are certified to interview for a vacancy, employees who have submitted a promotional transfer request for the classification shall also be considered for the promotional opportunity.

d. Employees promoted pursuant to this Section shall serve a probationary period in the new classification. The date of appointment to the classification shall be the new anniversary date and classification date.

e. Within a period between thirty (30) to sixty (60) calendar days from the date a promotional vacancy was filled, an employee who was interviewed for such vacancy pursuant to subsection (d) shall have the right to meet with the appointing authority to discuss why he/she was not appointed to the promotional position.

10.5 TRANSFERS WITHIN CLASSIFICATION

An employee may request a transfer between assignment, unit or location within his/her current job classification by submitting a written request to transfer to the Human Resources Manager. Such request shall be valid until December 31 of the year in which received. Such transfer, if approved shall have no impact on the employee's salary, classification seniority, nor shall the employee be required to serve a new probationary period.

10.6 INVOLUNTARY TRANSFERS

An employee shall be given five (5) working days notice prior to an involuntary permanent transfer or lateral move from their current work location or to a different classification. A temporary involuntary transfer due to emergency situations and/or business necessity shall not be subject to the five (5) day notice requirement. If the Agency fails to provide the five (5) days notice for a permanent transfer the employee shall be entitled to be paid time and one-half (1-1/2) for a period of five (5) days.

10.7 DEMOTIONS

An employee who is demoted voluntarily or involuntarily to a classification with a lower salary range shall be paid in the new classification the salary range step closest to the monthly pay rate received immediately prior to demotion providing there is no increase in pay.

10.8 TRANSITION

a. Upon approval of the Executive Director or his/her designee, any employee with limited-term status may be granted regular status without further examination provided the employee has worked the equivalent of twenty-six (26) weeks of full-time service. Such regular status shall be granted only to the employee's current job classification where limited-term status is held or to any entry-level classification covered by this Agreement.

b. Any employee with limited-term status who has worked the maximum allowable eighteen (18) months, shall either be granted regular status without further examination in the job classification where limited-term status is held or shall be terminated from employment with the Agency.

10.9 DISCIPLINARY ACTION

a. Employees shall be disciplined only for just cause. Disciplinary action or measures may include the following:

(1) Written reprimand

(2) Suspension

(3) Reduction within salary range

(4) Demotion

(5) Discharge

b. A letter of reprimand shall not be arbitratable. An employee may have an administrative review of the reprimand by submitting a request in writing to the Executive Director or designee, within seven (7) calendar days after the receipt of the reprimand.

c. Any employee without regular status (only probationary status or limited-term status) may be terminated without right of appeal under this Agreement. Any employee with regular status serving a probationary period may be released from that probationary period without right of appeal except as provided in Section 10.1(d).

d. A written reprimand and any written rebuttal submitted by the employee shall be removed from an employee's personnel files if the employee has worked for a

two (2) consecutive year period, subsequent to receipt of the written reprimand, without receipt of any additional disciplinary action as listed under Section 10.9(a).

e. The Agency shall not discipline an employee, including a verbal reprimand, where an employee refuses to utilize bilingual ability during the course of their duties, except where the employee is employed in a position where the use of bilingual ability is a job requirement or is receiving bilingual pay.

10.10 IN-LIEU DISCIPLINE

By mutual agreement between the appointing authority or designee and the employee, an employee suspended from duty without pay may forfeit accumulated holiday, compensating time off, and/or vacation credits equal to the number of hours of suspension in lieu of such suspension. If the suspension is reduced or reversed at the conclusion of the grievance process, the Agency shall reinstate the forfeited credits. This provision shall not be subject to the grievance procedure.

10.11 CITIZENS COMPLAINT

a. The Agency agrees not to take any disciplinary action against any employee under Section 10.8 of this Agreement based upon a complaint from a tenant or other member of the public unless and until such complaint is reduced to writing and signed by the complainant. Such written complaint shall specifically contain what acts, by an employee, are being alleged.

b. If a tenant or other member of the public files a written complaint with the Agency complaining of the actions of any employee, the Agency shall promptly provide a copy of the complaint to the employee and shall afford an opportunity for a written reply by the employee to the matter complained of in such complaint. The complaint, the employee's reply, and any Agency action based on the complaint, shall become a part of the employee's personnel file.

10.12 EMPLOYEE PERSONNEL RECORDS

a. Employee personnel records shall be subject to inspection only by the employee concerned and authorized Agency personnel except as otherwise provided by law. Upon notification and approval of the employee's supervisor, an employee shall be entitled to make an appointment for and review his/her personnel records at the Human Resources Department for a reasonable time during regular hours. Upon proper request, such permission shall not be unreasonably withheld. No persons shall be allowed other than those stated in this Section, to inspect an employee's personnel record without the express written authorization of the employee.

b. An employee shall be promptly notified if derogatory materials are placed in the employee's personnel file.

c. The employee's signing of any detrimental or adverse document or materials to be placed in the employee's personnel record will not indicate an agreement by the employee as to the contents of the document or materials. Such signing does indicate the employee has had an opportunity to review the detrimental or adverse document or material.

However, the employee may submit a written rebuttal to be placed in his/her personnel record attached to such a detrimental or adverse document or material and remain for as long as the adverse document stays in the file. Rebuttals submitted by employees that contain profanity, discourteous, or defaming language toward the supervisor and/or Agency or that do not address the subject matter shall not be allowed and will be returned to the employee with an explanation.

d. An employee shall be provided with a copy of a performance appraisal, disciplinary letter, or letter of commendation within seven (7) calendar days after the document is placed in the employee's official personnel file.

10.13 EMPLOYEE PERFORMANCE EVALUATIONS

a. Each Agency department shall have the right to conduct employee performance appraisals on a department-wide basis for all employees at the discretion of the appointing authority.

b. Probationary employees shall receive no less than two (2) performance evaluations, at reasonable intervals, during the probationary period. One evaluation will be issued within the first six (6) months and the second will be issued prior to the end of the probationary period. Additional evaluations may be issued if warranted.

c. A regular employee who is rated as "needs improvement" or "unsatisfactory" on a performance evaluation may informally appeal to their supervisor within ten (10) working days from the date of the performance evaluation.

d. Appeals of employee performance evaluations are not subject to the grievance procedure.

e. Employees not on probation who have not reached the top step of the pay scale shall be evaluated no less than once a year on or before their anniversary date. In the event the evaluation is not performed by the anniversary date, it is understood that the employee's performance is satisfactory and shall receive a merit increase effective on the anniversary date.

## ARTICLE 11 – SENIORITY AND LAYOFF

11.1 SENIORITY AND CLASSIFICATION DEFINITIONS

a. Agency Service Seniority: Agency service seniority shall be defined as the period of continuous service from the effective date of hire to any regular, part-time, or limited-term position.

(1) If two (2) or more regular employees have the same seniority date the employee who comes first on the Agency's alphabetical list by last name shall be deemed more senior.

(2) A part-time employee's time shall be pro-rated to establish Agency or classification seniority. For example, a full-time and part-time employee hired on the same date, and have both worked for three (3) continuous years; the full-time employee working forty (40) hours per week will have accrued three (3) years of seniority and the part-time employee working twenty (20) hours per week will have accrued one and one-half (1-1/2) years of seniority.

b. Classification Seniority: For regular and part-time employees classification seniority shall be defined as the length of continuous regular service from the effective date of probationary appointment to the employee's present job classification including any time spent in a higher classification less any time spent in a lower job classification due to a downgrade.

(1) For any employee with regular status who has not served a probationary period in his/her present job classification, classification seniority shall be the effective date of reallocation to the employee's present job classification, or in the case of transition from a limited-term position, classification seniority shall be the effective date of appointment to the limited-term position.

(2) If two (2) or more employees have an equal amount of classification seniority, the senior employee shall be determined on the basis of greater Agency service seniority.

c. Higher Classification: The term higher classification shall mean a job classification in which the top rate of pay (Step 5) is greater than the top rate of pay (Step 5) of the employee's present job classification.

d. Downgrade: A downgrade shall be defined as a change in job classification to which the top rate of pay (Step 5) is less than the top rate of pay (Step 5) of the employee's present classification, due to a layoff. A downgrade shall only be allowed to the appropriate classification within the employee's regression ladder, except as provided in Section 11.2(c)(5) of this Article.

e. Loss of Seniority: Employees shall lose their seniority for the following reasons:

(1) Termination, resignation, or retirement

(2) Failure to return to work when recalled from layoff as set forth in the recall procedure in Section 11.4

(3) Failure to return to work after expiration of a formal leave of absence

(4) Layoff for a continuous period of two (2) consecutive years from Agency service

f. The Agency shall prepare and maintain a seniority list which shall show the names, classification, classification seniority date and Agency service seniority date of all employees covered by the Agreement. The Association shall be given one (1) copy of the list within thirty (30) calendar days after the effective date of this Agreement, and thereafter a current list upon request but not more than once every six (6) months.

g. A seniority unit list, with the same information shall be maintained and posted for each seniority unit.

h. These lists shall be deemed correct as to an employee's seniority unless the employee or the Association notifies the Agency to the contrary in writing within ten (10) working days after a list is given to the Association and posted by the Agency on the bulletin boards as specified in Section 3.6. This information shall appear at the top of each seniority unit list.

11.2 LAYOFF, TEMPORARY LAYOFF, REDUCED WORK SCHEDULE, BUMPING AND REGRESSION LADDER DEFINITIONS

a. Layoff: A layoff shall be defined as the dismissal of at least one employee due to lack of work, lack of funds, or abolishment of position.

b. Temporary Layoffs: Shall be defined as temporary layoff due to lack of work, lack of funds, abolishment or reclassification of positions for a period of ten (10) or more work days but less than 120 work days.

c. Reduced Work Schedule: Reduced work schedules shall be defined as schedules that are reduced for a period of five (5) or more work days, but less than fifty-six (56) work days in a twelve month period. Work schedules may be reduced in hours up to but not more than 38.3 hours per month for a period of up to twelve (12) months due to lack of work, lack of funds, abolishment or reclassification of positions.

d. Bumping: An employee who is going to be laid off pursuant to section 11.3 may bump an employee with less seniority within his/her classification regression ladder. To bump a less senior employee the bumping employee must be qualified to perform the functions of the classification in the regression ladder.

e. Regression Ladder: A regression ladder shall be defined as a classification series through which a more senior employee may bump a less senior employee. The regression ladders are as set forth in Exhibit B.

11.3 REDUCED WORK SCHEDULE, TEMPORARY LAYOFF AND PERMANENT LAYOFF PROCEDURE

a. Notice: In the event of reduced work schedule, temporary layoff, or permanent layoff, the Agency shall first provide a list of the affected classifications and employee(s) to the Association, at least thirty (30) calendar days prior to the event. All affected employees shall be notified at least fourteen (14) calendar days prior to the effective date of the event.

All affected employee(s) shall be notified of the pending event by certified mail, return receipt requested. Such notice shall be mailed to the employee's address currently on file in the Human Resources Department and shall be deemed appropriate notice.

b. Procedure: This Section provides the procedure to be followed when an employee(s) is placed on a reduced work schedule, or temporarily or permanently laid off.

(1) Reduced Work Schedule: In the event of a reduced work schedule the Agency shall determine which classifications or departments will be affected. In the event all the employees are not affected the Agency shall reduce the work schedules of the least senior employees first in each classification affected, second by least Agency seniority, unless more senior employee(s) volunteer.

(2) Temporary Layoff and Layoff: Employees with the least seniority shall be laid off first. Seniority shall apply as follows: first classification seniority, second Agency seniority. Employees shall be laid off within each classification in the following order:

1st Limited-Term

2nd Regular Part-Time Probationary

3rd Regular Full-Time Probationary

4th Regular Part-Time

5th Regular Full-Time

(3) Bumping: Within a job classification, any employee with regular status who is to be laid off or displaced shall have the right to bump, in descending order, to job classifications within his/her regression ladder, if any, provided that the employee meets the

qualifications of the lower classification and can bump an employee in the lower classification as follows:

1st Limited-term employee with the least Agency service seniority

2nd Regular part-time employee with the least Agency service seniority

3rd Regular full-time employee with probationary status with the least classification seniority

4th Regular full-time employee with the least classification seniority, provided the bumping employee has greater Agency seniority. Classification seniority shall be utilized as the applicable seniority for bumping purposes except that Agency service seniority shall be utilized to bump into the following classifications:

Buyer
Finance Specialist - Payroll
IT Customer Support Specialist
Loan Processing Analyst/Loan Administrator
Program Technician
Housing Authority Specialist
Resident Services Specialist

Employees who do not wish to bump down or are unable to bump to another or lower classification or are not qualified to perform the functions of the classification shall be laid off.

(a) If there are employees with limited-term status, the downgrading employee shall first displace such limited-term employee with the least Agency service seniority.

(b) If there are no employees with limited-term status, the downgrading employee shall then displace the employee with probationary status with the least classification seniority.

(c) If there are no employees with limited-term or probationary status, the downgrading employee shall then displace the employee with permanent status with the least seniority, provided the downgrading employee has greater seniority. Classification seniority shall be utilized as the applicable seniority for downgrading purposes except that Agency service seniority shall be utilized to downgrade into the following classifications:

Buyer
Finance Specialist - Payroll
IT Customer Support Specialist
Loan Processing Analyst/Loan Administrator
Program Technician
Housing Authority Specialist
Resident Services Specialist

(4) Probationary Employees: Any probationary employee who is affected by a layoff or displaced by a bumping employee shall return to the former job classification where the employee held regular status, if the employee is eligible to bump a less senior employee. If a probationary employee did not hold regular status in another job classification, the employee will be laid off without right of recall.

(5) Classification Not Listed in a Regression Ladder: For any classification not listed in a regression ladder, the employee with regular status shall have the right to bump, in the same manner as provided in Section 11.3(b)(2) to the last classification in which regular status was held, if any, provided such classification is covered by this Agreement. If the employee bumps to a classification within a regression ladder, the employee shall have the right to bump down through that new regression ladder only. If the employee is unable to bump down, the employee shall then be laid off.

(6) In-Lieu of Bumping: An employee may accept layoff in-lieu of the opportunity to bump by notifying the Human Resources Department within three (3) working days of receiving notice of layoff. Where the employee accepts a layoff in-lieu of bumping, said employee shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.

(7) Salary In Event Of Bumping: An employee who bumps down to a lower classification pursuant to this Article shall be paid in the new classification the salary range step closest to the monthly pay rate received immediately prior to bumping providing there is no increase in pay.

(8) Fringe Benefits: Employees laid off shall be paid vacation and other benefits pursuant to this Agreement. Employees being recalled shall have their sick leave restored.

11.4 RECALL

This section shall be followed when an employee(s) is called back to work or returned back to the classification they were bumped from.

a. All laid off or bumped regular employees shall be put on a recall list. The recall list shall remain in effect for a period of two (2) years. Laid off or bumped employees shall be recalled in inverse order of the layoff or bump.

b. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on Human Resources Department records unless a more recent address has been furnished in writing by the bumped or laid-off employee.

c. This recall notice shall be by certified mail, return receipt requested, and the employee shall have fourteen (14) calendar days to report to work from the date of receipt of the recall notice. If said employee fails to report to work within fourteen (14) calendar days, he/she will lose all recall rights. An employee who has been bumped or laid off shall be required to meet the qualifications of the classification to which he/she is recalled.

If an employee notifies the Agency within the fourteen (14) calendar days that they need an extension to report to work the Agency may grant up to fourteen (14) additional calendar days.

d. In the event the Agency has a regular full-time opening, the Agency shall only be obligated to recall eligible laid-off or bumped employees who held regular status. The Agency shall offer part-time or limited-term employment (not recall) to eligible laid-off or bumped employees who held regular status, but if such employee(s) accepts or refuses such employment offer there shall be no effect on the original duration of the two (2) consecutive year recall period. The Agency shall not be obligated to offer employment or recall any employee(s) to any temporary position.

e. An employee recalled to their previous classification shall be assigned at the same step previously held. If their current wage is higher than their previous step they shall be assigned to the next higher step.

f. Regular employees who were laid off because they did not wish to bump down or were unable to bump to another or lower classification or who were not qualified to perform the functions of the classification shall only have recall rights to the classification from which they were laid off.

11.5 VOLUNTARY WORK FURLOUGH/REDUCED WORKWEEK PROGRAM

a. "Work furlough" refers to a full day of unpaid leave on a variable schedule. "Reduced workweek" refers to a schedule of a full-time career employee which is modified on a regular fixed basis to less than forty (40) hours per week.

b. The period of work furlough shall not exceed two (2) days of unpaid time per biweekly pay period for a 5/8 schedule or a 4/10 schedule. The reduced workweek shall not be reduced by more than twenty (20) hours of unpaid time per bi-weekly pay period. Work hours reduced in excess of 346 hours in a fiscal year will result in reduced retirement service credits.

c. Employees may be authorized to work a daily schedule of more than eight (8) hours but less than ten (10) hours. Employees who are scheduled to work such a daily schedule shall be paid at the overtime rate of time and one-half (1-1/2) for all hours worked in excess of their regularly scheduled workday and forty (40) hours per week.

d. An employee will not be permitted to use accrued paid time during such furloughed or reduced hours.

e. Employees shall receive holiday benefits as follows:

(1) Employees on reduced workweek or furlough on a recognized holiday will receive eight (8) hours or four (4) hours of holiday pay, as applicable.

(2) Employees on a reduced workweek who work on a recognized holiday will receive holiday pay plus time and one-half (1-1/2) compensation for the hours worked.

f. The mutual agreement entered into by the employee and appointing authority or designee may provide for call-back arrangements if appropriate. Once mutual agreement is reached, the work furlough or reduced workweek shall continue in full force and effect from the effective date of the agreement until the employee or the department request to terminate it after thirty (30) day's notice. The agreement shall be void if an employee is injured off-the-job, has exhausted all leave accruals, and has more than forty (40) consecutive hours without pay. Any change to the agreed-upon work schedule or required overtime is subject to the applicable provisions of the labor agreement, if any.

g. An employee who participates in this voluntary work furlough/reduced workweek program shall receive full benefits for life insurance, accrued leave, holiday, and health and welfare benefits, including the Agency contribution, if applicable. The application of the Agency's contribution to retirement, health and welfare benefits shall be the same as for a regular employee.

h. No employee will be coerced into accepting a voluntary furlough or reduced workweek. No employee will suffer any adverse action or negative impact on an employee evaluation due to his/her decision not to participate in a voluntary furlough or reduced workweek.

11.6 EMPLOYEES NOT COVERED BY THIS AGREEMENT

a. Where an employee holds status in a job classification not covered by this Agreement, and is laid off from that job classification, such employee shall be entitled to bump to a job classification covered by this Agreement in accordance with Section 11.3(b)(3) of this Article, provided such employee held regular status in such bargaining unit job classification not more than two (2) years prior to the effective date of the layoff. Such employee shall be paid in the new classification the salary range step closest to the monthly pay rate received immediately prior to being bumped, providing there is no increase in pay.

b. When an employee is demoted to a classification in the Unit, provided there is a vacancy and the employee is qualified, the salary shall be established in accordance with Section 11.3(b)(7).

## ARTICLE 12 – REIMBURSEMENTS

12.1 TUITION REIMBURSEMENT

Employees with regular status shall be eligible for tuition reimbursement up to $1,500 per calendar year for coursework related to their employment with the Agency or toward a recognized degree program approved by the Human Resources Director. Such reimbursement shall be applicable for the actual cost of the tuition of the course, books and mandatory fees, excluding parking. Reimbursement shall be made only for coursework completed at accredited high schools, colleges, universities, and correspondence schools. Employees must receive Agency approval of the coursework prior to the start of such course and must receive a grade of "C" or its numerical equivalent or better, or pass in a pass/fail grading system, to be eligible for the tuition reimbursement. Other related coursework not completed as described above shall be approved on a case-by-case basis by the department director, and shall not be subject to the grievance procedure.

12.2 REGIONAL TRANSIT MONTHLY PASS

Probationary and regular employees who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible to receive an eighty percent (80%) discount on the cost of a standard SRTD monthly pass. Employees who utilize other transit systems regulated by the Public Utilities Commission or Interstate Commerce Commission shall receive reimbursement of up to eighty percent (80%) of the cost of the pass to a maximum of $100. Employees must submit their claim for the eighty percent (80%) reimbursement no later than the tenth (10th) calendar day of the month for which the pass is valid to be eligible for the reimbursement.

12.3 DOWNTOWN PARKING SUBSIDY

Full-time permanent employees who are assigned to the downtown area are eligible to receive a $45 per month parking subsidy provided that:

a. The employee does not receive reimbursement for Sacramento Regional Transit or other bus or mass transit transportation for the same month.

b. The employee is not provided free parking.

12.4 MILEAGE REIMBURSEMENT

Employees required to utilize their private vehicles for official Agency business shall be reimbursed for such use at the Internal Revenue Service (IRS) business mileage deduction rate. Mileage claims shall be paid monthly upon submission by the employee. There shall be no minimum monthly allowance.

## ARTICLE 13 – SAFETY AND UNIFORMS

13.1 HEALTH AND SAFETY

a. The Agency agrees to provide for the health and safety of the employees during the hours of their employment. In this regard, the Agency agrees that it will receive and consider written recommendations with respect to unhealthy and/or unsafe working conditions from any employee or from the Association. The employees and the Association agree that they will direct their health and safety recommendations and ideas to the Agency. The health and safety advisory committee consisting of representatives of the Agency and the Association shall meet every three (3) months, or whenever necessary, to consult on such health and safety matters. Up to three (3) Association representatives may attend such meetings without loss of pay or benefits.

b. The Agency shall take all reasonable and required precautions to provide for the health and safety of its employees during hours of their employment.

13.2 HEALTH AND SAFETY EQUIPMENT

The Agency agrees to provide employees with required health and safety equipment.

13.3 UNIFORMS

The Agency agrees that if employees covered by this Agreement are required to wear uniforms, the Agency shall first meet and confer with the Association regarding the effects, if any, of this uniform requirement upon employees.

## ARTICLE 14 – MISCELLANEOUS

14.1 SAVING CLAUSE

If any parts of the Agreement are found to be illegal, such illegality shall not in any way invalidate any other parts of this Agreement.

14.2 STRIKES AND LOCKOUTS

For the duration of this Agreement the Association and its members agree that it shall not call, sanction or engage in any strike, slowdown, suspension or stoppage of work activity, and the Agency agrees that it shall not cause or engage in any lockout.

14.3 CLASSIFICATION STRUCTURE CHANGES

The Agency shall give the Association thirty (30) calendar days notice prior to revising an existing classification covered by this Agreement or establishing a new classification to be covered by this Agreement. During this thirty (30) day period the Association shall have the right to meet with the Agency to discuss the new or revised classification. After the thirty (30) day period has expired, the Agency shall have the right to establish or revise such classification.

14.4 DRIVER LICENSE AND INSURABILITY

a. Current practices regarding the use of personal vehicles for Agency business by employees hired prior to February 9, 1991 shall continue unchanged. An employee hired on or after February 9, 1991 may be required as a condition of employment to provide a personal vehicle for Agency business.

b. An employee who is authorized to drive an Agency vehicle or personal vehicle in the course of his/her employment shall be required as a condition of employment to maintain the required driver license for the vehicle utilized on the job and the minimum insurance on the personal vehicle which is required by State law.

c. In addition, an employee who is authorized to drive an Agency vehicle in the course of his/her employment shall maintain a safe driving record such that no assigned risk or insurability penalties are applied to the Agency's insurance rates. Failure to do so will necessitate that the employee provide their personal vehicle for use on the job where possible, and in other instances, may result in disciplinary action and/or the employee payment of the increased insurance charges.

d. The employee shall notify his/her supervisor of the loss, suspension, or cancellation of his/her drivers license on the first working day following such loss.

14.5 TELEWORK PROGRAM

The Agency may establish for the term of this Agreement a TeleWork program for represented employees in accordance with the Agency's TeleWork Program with the following exceptions:

a. The Agency will decide the classifications and positions which are feasible for a TeleWork program. The Association may recommend classifications and positions for inclusion in TeleWork.

b. The Association representative or designee shall have the opportunity to attend the meeting between the Agency and the employee at the time of the decision on a TeleWork arrangement.

c. A TeleWork arrangement may be terminated by the Agency or by the employee upon submission of written notice to the other party. Upon receipt of the written notice, the TeleWork arrangement will be terminated on a date mutually acceptable to the Agency and the employee or thirty (30) calendar days from the date of written notice should there be no mutual agreement.

14.6 TERM

a. This Agreement shall remain in full force and effect from January 1, 2009, through December 21, 2012.

b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

# SIGNATURES ON NEXT PAGE

DATED: February 9, 2009

SHRAEA NEGOTIATING COMMITTEE

Richard Reed
Chief Negotiator

Marti Brown, President
SHRAEA

Ranjit Rai

David Ossont

Linda Holden

Dan Maloney

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

La Shelle Dozier
Executive Director

Dee Contreras
Director of Labor Relations

Gil Basaldua
Chief Negotiator

Jim Shields

Wendell Garrett

Tracy Buron

Lisa Bates

Nick Chhotu

Greg Wessel

# INDEX


## A

AGENCY SENIORITY....35
AGENCY SHOP....5
ALTERNATE/FLEX SCHEDULE HOLIDAYS....22
ANNUAL LEAVE....22
ARBITRATION PROCEDURE
  Grievances....10, 12
ASSOCIATION BUSINESS....8
ASSOCIATION RECOGNITION....2
ASSOCIATION REPRESENTATION....7
ASSOCIATION RIGHTS....2
ASSOCIATION TIME OFF....8

## B

BENEFITS
  Flexible Spending Account....16
  Health and Welfare....14
  Health Insurance....14
  Health Insurance Premium Advance....16
  Life Insurance....15
  Retirement....16
  State Disability Insurance....17
BILINGUAL PAY....28
BULLETIN BOARDS....9

## C

CALL-IN PAY....27
CATASTROPHIC LEAVE....26
CITIZENS COMPLAINT....33
CLASSIFICATION SENIORITY....35
CLASSIFICATION STRUCTURE CHANGES....44
COURT LEAVE....24
CTO....20

## D

DEFERRED LUMP SUM PAYMENT (Separation Date)....16
DEMOTIONS....32
DISABILITY INSURANCE....17
DISCIPLINE....32
  Citizens Complaint....33
  In-Lieu Discipline....33
  Letter of Reprimand....32
  Union Dues (Not Paying)....7
DOWNTOWN PARKING SUBSIDY....43
DRIVER LICENSE....44
DRIVER LICENSE AND INSURABILITY....44

## E

EDUCATIONAL REIMBURSEMENT....*See* Tuition Reimbursement
EMPLOYEE PERSONNEL RECORDS....33
EMPLOYEE RIGHTS
  Union Dues....7

## F

FACILITIES (Use of)....10
FLEX SCHEDULE HOLIDAYS....22
FLEX STAFFING....13
FLEXIBLE SPENDING ACCOUNTS....16
FORMAL GRIEVANCE....11

## G

GRIEVANCE PROCEDURE....10
  Arbitration....12
  Definitions....10
  Formal Grievance....11
  Informal Grievance....11
  Intent....10
  Step 1....11
  Step 2....11
  Time Limits....10

## H

HEALTH AND SAFETY....*See* Safety
HEALTH AND WELFARE....*See* Benefits
HEALTH INSURANCE....14
HEALTH INSURANCE PREMIUM ADVANCE....16
HOLIDAYS....21
  Alternate/Flex Schedule Holidays....22
  Floating Holidays....22
HOURS OF WORK....*See* Schedule and Hours

## I

INCENTIVE PAY
- Bilingual Pay ....28
- Call-In Pay ....27
- Longevity Pay....28
- Night-Shift Differential ....27
- Out-of-Classification Pay....27

INFORMAL GRIEVANCE ....11
IN-LIEU DISCIPLINE ....33
INSURABILITY....44
INVOLUNTARY TRANSFERS ....31

## J

JURY DUTY....24

## L

LAYOFFS....35
- Definitions ....37
- Recall From Layoff....40
- Regression Ladders/Bumping Rights....37
- Salary In Event Of Downgrade....39
- Seniority ....35

LEAVE BENEFITS/LEAVE TIME....*See* Time Off
LEAVE OF ABSENCE ....24
LETTER OF REPRIMAND....32
LIFE INSURANCE ....15
LOCKOUTS .... *See* Strikes and Lockouts
LONGEVITY PAY ....28

## M

MILEAGE REIMBURSEMENT....43

## N

NIGHT-SHIFT DIFFERENTIAL....27

## O

OUT-OF-CLASSIFICATION....27
OVERTIME ....19

## P

PARENTAL LEAVE....25
PARKING SUBSIDY ....43
PART-TIME EMPLOYMENT....20
PAYROLL DEDUCTIONS....4
PERS ....16
PERSONNEL RECORDS ....33
PROBATIONARY PERIOD....34
PROMOTIONAL TRANSFERS ....30
PROMOTIONS....30

## R

RECALL FROM LAYOFF....40
REGIONAL TRANSIT MONTHLY PASS ....42
REGRESSION LADDERS/BUMPING RIGHTS ....37
RELIGIOUS OBJECTION ....6
REPRESENTATION ....7
RETIREMENT....16
- Deferred Lump Sum Payment....16
- PERS Plan ....16

RIGHTS
- Association....2
- Management ....2

RIGHTS OF MANAGEMENT....2

## S

SAFETY ....43
- Equipment....43
- Health and Safety....43
- Uniforms....43

SALARIES ....13
- Adjustments ....13
- Advancement In Compensation ....13
- Bilingual Pay ....28
- CTO ....20
- Flex Staffing Advancement ....13
- Longevity Pay....28
- Overtime ....19
- Step Increase....13
- Y-Rate....14

SCHEDULE AND HOURS
- Part-time Employment....20
- Telework Program....45
- Workday/Workweek ....19

SENIORITY....35
- Agency Service Seniority ....35
- Classification Seniority ....35

SERVICE FEE ....5
SHOP STEWARDS....7
SICK LEAVE ....23
SPECIAL ALLOWANCES ..... *See* Incentive Pay
STATE DISABILITY INSURANCE ....17
STEP INCREASE ....13
STEWARDS....7
STRIKES AND LOCKOUTS ....44

## T

TELEWORK PROGRAM ....45
TERM....45
TIME OFF
- Alternate/Flex Schedule Holidays ....22
- Annual Leave ....22
- Association Time Off....8
- Catastrophic Leave ....26

Court Leave....24
Floating Holidays....22
Holidays....21
Jury Duty....24
Leave of Absence....24
Parental Leave....25
Sick Leave....23
TRANSFERS
Involuntary Transfers....31
Promotional Transfers....30
Step to Step Transfers....29
Transfers Within Classification....31
TRANSPORTATION
Downtown Parking Subsidy....43
Mileage Reimbursement....43
Regional Transit Pass....42
TUITION REIMBURSEMENT....42

## U

UNIFORMS....43
UNION AND EMPLOYEE RIGHTS
Bulletin Board....9
UNION DUES
Agency Shop....5
Employee Rights....7
Religious Objection....6
Service Fee....5
UNION RIGHTS
Agency Shop....5
Bulletin Boards....9
Change of Law....7
Discipline/Not Paying Union Dues....7
Disclosure and Reporting....6
Hold Harmless....6
Payroll Deductions....4
Stewards....7
Use of Facilities....10
USE OF FACILITIES....10

## V

VACANCIES
Selection Of Vacancies....29

## W

WORK HOURS..... *See* SCHEDULE AND HOURS
WORKERS' COMPENSATION
Health Insurance Premium Advance....16

## Y

Y-RATE....14

**EXHIBIT A – SALARY SCHEDULE**

## Sacramento Housing and Redevelopment Agency

# FOR CURRENT SALARY INFORMATION VISIT:

http://agency.governmentjobs.com/shra/default.cfm?action=agencyspecs

## EXHIBIT B – REGRESSION LADDERS

### SHRA-EA

For employees holding regular status in the below-listed classifications, the regression is as listed within each section:

1. Principal Accountant
   Accountant
   Accountant Specialist
   Finance Specialist -- Payroll

2. Principal Procurement Services Analyst
   Buyer

3. Community Development Analyst/Strategic Planning Analyst
   Community Development Specialist
   Program Technician

4. Housing Finance Analyst--Range 3
   Housing Finance Analyst--Range 2
   Housing Finance Analyst--Range 1
   Program Technician

5. Redevelopment Planner Range 3
   Redevelopment Planner Range 2
   Redevelopment Planner Range 1
   Program Technician

6. Principal Housing Authority Analyst – HCV & Applications
   Housing Authority Specialist

7. Principal Loan Processing Analyst
   Loan Servicing Analyst
   Loan Processing Analyst/Loan Administrator

8. Principal Housing Authority Analyst--Admin/Comm Planning
   Housing Authority Analyst
   Program Technician

9. IT Network/Midrange Specialist
   IT Applications & Development Analyst
   Principal IT Customer Support Specialist
   IT Customer Support Specialist

10. Construction Engineer/Principal Construction Architect
    Principal Construction Technician
    Construction Technician
    Compliance Analyst
    Program Technician

11. Development Services Loan Assistant
    Program Technician

12. Program Operations Analyst--Portfolio Mgmt
    Program Technician

13. Principal Public Housing Agent
    Public Housing Agent

14. Development Services Analyst – Range 3
    Development Services Analyst – Range 2
    Development Services Analyst – Range 1
    Program Technician

15. Real Estate Specialist
    Program Technician

16. Redevelopment Specialist
    Program Technician

The following classifications do not have a regression ladder:

Architectural Cad Operator
Resident Services Specialist

# RESOLUTION NO. 2009 -

**Adopted by the Sacramento City Council**

on date of

## COLLECTIVE BARGAINING AGREEMENT WITH THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY EMPLOYEE'S ASSOCIATION (SHRAEA) AND BENEFIT RECOMMENDATIONS FOR UNREPRESENTED SHRA EMPLOYEES

## BACKGROUND

A. The collective bargaining agreement for SHRAEA expired on December 19, 2008 and covers 105 employees.

B. The Sacramento Housing and Redevelopment Agency (SHRA) began the collective bargaining process with SHRAEA in August 2008.

C. SHRA staff reached a tentative agreement with the negotiating committee for SHRAEA on January 22, 2009.

D. The agreement has been ratified by the members of the association by a majority vote.

E. The agreement is consistent with labor settlement strategy adopted by the County Board of Supervisors and the City Council prior to beginning of negotiations.

F. The proposed benefit changes for SHRA's unrepresented employees are consistent with the Agency policy and labor relations practices and have been reviewed by the City and County Labor Relations Directors.

## BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The Collective Bargaining Agreement between the Sacramento Housing and Redevelopment Agency (SHRA) and the Sacramento Housing and Redevelopment Employees Association (SHRAEA) which is the recognized representative organization for the Administrative and Technical Units, effective from January 1, 2009 to December 31, 2012 is hereby approved.

Section 2. The SHRA employees in the Exempt and Confidential employment classifications are granted the following benefit changes in benefits:

Calendar Year 2009:

1. Effective April 1, 2009, the Agency's Designated Group Insurance Contribution for all Exempt and Confidential classifications shall be as follows:

    a. Employee only: $ 549.49 per month
    b. Employee +1: $ 800.00 per month
    c. Family coverage: $1,050.00 per month

2. Effective April 1, 2009, the Parking Subsidy for Confidential staff is increased from $45 to $90 for staff assigned to downtown offices.

3. Add Caesar Chavez Birthday as recognized holiday on last Monday in March for all Exempt and Confidential classifications.

4. Effective March 28, 2009, reduce floating holiday accrual from .77 to .615 hours per pay period for all Exempt and Confidential classifications.

# RESOLUTION NO. 2009 -

**Adopted by the Housing Authority of the City of Sacramento**

on date of

## COLLECTIVE BARGAINING AGREEMENT WITH THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY EMPLOYEE'S ASSOCIATION (SHRAEA) AND BENEFIT RECOMMENDATIONS FOR UNREPRESENTED SHRA EMPLOYEES

## BACKGROUND

A. The collective bargaining agreement for SHRAEA expired on December 19, 2008 and covers 105 employees.

B. The Sacramento Housing and Redevelopment Agency (SHRA) began the collective bargaining process with SHRAEA in August 2008.

C. SHRA staff reached a tentative agreement with the negotiating committee for SHRAEA on January 22, 2009.

D. The agreement has been ratified by the members of the association by a majority vote.

E. The agreement is consistent with labor settlement strategy adopted by the County Board of Supervisors and the City Council prior to beginning of negotiations.

F. The proposed benefit changes for SHRA's unrepresented employees are consistent with the Agency policy and labor relations practices and have been reviewed by the City and County Labor Relations Directors.

## BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The Collective Bargaining Agreement between the Sacramento Housing and Redevelopment Agency (SHRA) and the Sacramento Housing and Redevelopment Employees Association (SHRAEA) which is the recognized representative organization for the Administrative and Technical Units, effective from January 1, 2009 to December 31, 2012 is hereby approved.

Section 2. The SHRA employees in the Exempt and Confidential employment classifications are granted the following benefit changes in benefits:

Calendar Year 2009:

1. Effective April 1, 2009, the Agency's Designated Group Insurance Contribution for all Exempt and Confidential classifications shall be as follows:

    a. Employee only: $ 549.49 per month
    b. Employee +1: $ 800.00 per month
    c. Family coverage: $1,050.00 per month

2. Effective April 1, 2009, the Parking Subsidy for Confidential staff is increased from $45 to $90 for staff assigned to downtown offices.

3. Add Caesar Chavez Birthday as recognized holiday on last Monday in March for all Exempt and Confidential classifications.

4. Effective March 28, 2009, reduce floating holiday accrual from .77 to .615 hours per pay period for all Exempt and Confidential classifications.

# RESOLUTION NO. 2009 -

**Adopted by the Redevelopment Agency of the City of Sacramento**

on date of

## COLLECTIVE BARGAINING AGREEMENT WITH THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY EMPLOYEE'S ASSOCIATION (SHRAEA) AND BENEFIT RECOMMENDATIONS FOR UNREPRESENTED SHRA EMPLOYEES

## BACKGROUND

A. The collective bargaining agreement for SHRAEA expired on December 19, 2008 and covers 105 employees.

B. The Sacramento Housing and Redevelopment Agency (SHRA) began the collective bargaining process with SHRAEA in August 2008.

C. SHRA staff reached a tentative agreement with the negotiating committee for SHRAEA on January 22, 2009.

D. The agreement has been ratified by the members of the association by a majority vote.

E. The agreement is consistent with labor settlement strategy adopted by the County Board of Supervisors and the City Council prior to beginning of negotiations.

F. The proposed benefit changes for SHRA's unrepresented employees are consistent with the Agency policy and labor relations practices and have been reviewed by the City and County Labor Relations Directors.

## BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE REDEVELOPMENT AGENCY OF THE CITY RESOLVES AS FOLLOWS:

Section 1. The Collective Bargaining Agreement between the Sacramento Housing and Redevelopment Agency (SHRA) and the Sacramento Housing and Redevelopment Employees Association (SHRAEA) which is the recognized representative organization for the Administrative and Technical Units, effective from January 1, 2009 to December 31, 2012 and the terms of which are as described in the accompanying staff report (SHRAEA Agreement), is hereby approved.

Section 2. The SHRA employees in the Exempt and Confidential employment classifications are granted the following benefit changes in benefits:

Calendar Year 2009:

1. Effective April 1, 2009, the Agency's Designated Group Insurance Contribution for all Exempt and Confidential classifications shall be as follows:

   d. Employee only: $ 549.49 per month
   e. Employee +1: $ 800.00 per month
   f. Family coverage: $1,050.00 per month

2. Effective April 1, 2009, the Parking Subsidy for Confidential staff is increased from $45 to $90 for staff assigned to downtown offices.

3. Add Caesar Chavez Birthday as recognized holiday on last Monday in March for all Exempt and Confidential classifications.

4. Effective March 28, 2009, reduce floating holiday accrual from .77 to .615 hours per pay period for all Exempt and Confidential classifications.