July 1, 2018 – June 30, 2021

MEMORANDUM OF UNDERSTANDING

BETWEEN THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES AND
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME), LOCAL 143, AND DISTRICT COUNCIL 36, AFL-CIO
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MEMORANDUM OF UNDERSTANDING

BETWEEN THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES AND THE

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

(AFSCME), LOCAL 143, AND DISTRICT COUNCIL 36, AFL-CIO

PREAMBLE: The Housing Authority of the City of Los Angeles (the "Authority" or "HACLA") and the American Federation of State, County and Municipal Employees, Local 143, and District Council 36, AFL-CIO, (the "Union") mutually pledge and do enter into this Agreement to promote harmonious relations between the Authority and the Union and the establishment of equitable procedures for the resolution of differences and the establishment of rates of pay and other conditions of employment. The Union and the Authority recognize the fact that the collective bargaining process offers a recognized means of achieving mutually satisfactory goals. After meeting and conferring in good faith, the parties have entered into the following Memorandum of Understanding ("MOU"), which is effective from July 1, 2018 through June 30, 2021.
Article I
TERM

Section 1. EFFECTIVE DATE. This Memorandum of Understanding shall be effective from July 1, 2018, and shall remain in effect until June 30, 2021.

Section 2. RENEGOTIATION. As early as February 1, 2021 but no later than April 1, 2021, the Parties shall meet to negotiate the terms and conditions of a new Memorandum of Understanding or the extension of this Memorandum of Understanding.

Article II
SALARIES DUES DEDUCTIONS

Section 1. SALARIES. Increases in salaries shall be as follows and are reflected in the salary schedule provided in Appendix A:

a. A three percent (3%) increase to base salary effective January 1, 2019, paid to all current full-time AFSCME employees covered under this Memorandum of Understanding.

b. A three percent (3%) increase to base salary effective January 1, 2020, paid to all current full-time AFSCME employees covered under this Memorandum of Understanding.

c. A three percent (3%) increase to base salary effective January 1, 2021, paid to all current full-time AFSCME employees covered under this Memorandum of Understanding.

Direct Deposit. Unless otherwise agreed because of unique circumstances, represented classifications will be paid by direct deposit and a payroll receipt will be available by electronic copy. Any employees on a leave of absence will be mailed a copy of his/her check stub.

Section 2. DEDUCTIONS.

1. Membership Dues: Immediately upon ratification, and upon any changes thereafter, AFSCME shall provide the Authority with a complete list of current AFSCME Local 143 members for whom membership dues deductions have been authorized. The Authority will process payroll deductions based on the most current list provided by AFSCME.

The Authority shall begin membership dues deductions for any new members the pay period following notification of the members' authorization. The monthly dues amount shall be set by the Union with notice to HACLA of any changes to be implemented.

2. AFSCME People Deductions: Immediately upon ratification, and upon any changes thereafter, AFSCME shall provide HACLA with a complete list of current AFSCME Local 143 members for whom AFSCME People deductions have been authorized. HACLA will process payroll deductions based on the most current list provided by AFSCME.
HACLA shall begin AFSCME People dues deductions for any new members the pay period following notification of the members' authorization. The monthly dues amount shall be set by the Union with notice to HACLA of any changes to be implemented.

3. Revocation: Any requests to revoke or change Union membership or PEOPLE deductions must be referred to the Union. Employees may only revoke dues authorization pursuant to the terms of the authorization he/she signed. If any dispute arises about the terms or existence of such authorization, the Union shall provide copies of the authorization to the employee and the Authority.

4. Indemnification: AFSCME shall indemnify, defend, and hold the Authority harmless, including but not limited to attorney fees, arbitration costs, and court fees, against any liability arising from any challenges, claims, demands, or other action relating to the Authority's compliance with the deduction obligations set forth in this MOU, including claims relating to AFSCME use of monies collected under these provisions [Section 3502.5(b)], with legal counsel reasonably acceptable to the Authority.

Section 3. AUTHORIZATION. Dues will be deducted from the earnings of employees for the second pay period of each month. Dues shall be paid to AFSCME within fifteen (15) calendar days after the date of deduction. All other legal and required deductions shall have priority over dues deductions, which shall have priority over AFSCME People Deductions.

Article III
RECOGNITION AND SCOPE OF UNIT

Section 1. BASIS. In accordance with the representation election conducted by the California State Conciliation Service on June 19, 1958, the Authority has formally acknowledged that AFSCME is a recognized employee organization with the right to represent non-exempt and non-confidential Para-Professional, Safety Related and Clerical Support Unit employees in classifications covered by this Memorandum of Understanding and listed in this Article III.

Section 2. EMPLOYEE RIGHTS. Employees shall have the right to form, join, and participate in the activities of certified employee organizations, pursuant to the Meyers-Millas-Brown Act. Employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the Authority. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

Section 3. SCOPE OF UNIT CLASSIFICATIONS.

Accountant I
Accounting Clerk I
Accounting Clerk II
Assistant Buyer
Budget Clerk
Clerk-Typist
Community Case Manager
Community Liaison Representative
Criminal Background Research Technician
Duplicating & Mail Clerk
Eligibility Interviewer
File Clerk
Housekeeping Inspector
Housing Inspector
Management Clerk
Modernization Liaison Assistant
Relocation Liaison Assistant
Resident Services Site Assistant
Resident Services Site Coordinator
Secretary
Section Eight Advisor
Security Officer
Sr. Citizens Assistant
Sr. Duplicating & Mail Clerk
Tenant Relations Assistant
Unarmed Security Officer
Youth-Opportunities Counselor
Youth Program Assistant

Section 4. BASIS FOR DETERMINING.

a. Pay rates shall be established on the basis of job classification in order to assure comparable rates for comparable work. The Authority will establish and maintain labor standards and pay rates at a level, which is consistent with prevailing rates paid in the locality by other enterprises, both public and private, for classifications of comparable responsibility and difficulty.
b. The Authority shall pay new employees at the first step of the appropriate salary schedule. However, when it is determined that unusual circumstances exist, the President and CEO may authorize a higher salary step placement.

c. Promoted employees shall be placed on the step in the pay schedule assigned to the new position which is not less than a minimum one (1) step salary increase, not to exceed maximum salary of the new position.

d. In instances where new classifications are proposed by the Authority, within the Union scope or recognition, the Authority agrees to meet and confer with the Union for determination of proper salary range. Such new classifications will be made part of Article III, Section 3, of this Memorandum of Understanding.

Section 5. MERIT STEP INCREASE.

a. Non-exempt and non-confidential Para-Professional, Safety Related and Clerical Support Unit employees shall be eligible for merit increases provided the required length of service at each salary step has been completed as specified below. Except as provided in (c) of this Section, credit for length of service shall be given for all time served on the step including periods of authorized leave.

1. Step 1 to Step 2 - An elapsed period of not less than six (6) months.

2. Step 2 to Step 3 - An elapsed period of not less than one (1) year.

3. Step 3 to Step 4 - An elapsed period of not less than one (1) year.

4. Step 4 to Step 5 - An elapsed period of not less than one (1) year.

5. Step 5 to Step 6 - An elapsed period of not less than one (1) year.

6. Step 6 to Step 7 - An elapsed period of not less than one (1) year.

7. Step 7 to Step 8 – An elapsed period of not less than one (1) year.

b. Full-time permanent employees who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a "Satisfactory" or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one (1) month prior to the employee's step advance anniversary date.

c. Where no Performance Evaluation is issued in accordance with paragraph (b), the employee shall notify Human Resources. Human Resources shall notify the Department Head who shall issue the evaluation within 10 working days. If the performance evaluation
is not issued within the time period, the employee’s Performance Evaluation shall be deemed satisfactory. Human Resources shall process the Merit Step Increase to be effective on the employee’s anniversary date.

Section 6. TEMPORARY POSITIONS.

a. Positions established for an anticipated period of not more than six (6) months shall be deemed temporary and shall be paid at the initial step in the established range with no other Authority benefits.

b. The hiring of employees on temporary positions above the first step may be accomplished in accordance with Article III, Section 4(b).

Section 7. TEMPORARY PROMOTIONS.

a. Appointments to a temporary promotion shall be made from an eligibility list, consistent with current HACLA Personnel Procedures. In the absence of an eligibility list, appointments for a temporary promotion can be made by the Department Head until an eligibility list is established.

b. In the absence of an eligibility list, the Department will issue a memo or e-mail giving notice of the temporary promotion opportunity. All interested employees will need to respond in writing of their interest of the opportunity within three working days. A list will be compiled of all interested employees by the Department Head or his/her designee, and the Department Head will make an appointment from the list.

c. Employees receiving a temporary promotion to higher classification shall be placed at a step on the range of the higher classification, which provides at least a 5% pay increase. Employees shall retain the anniversary date of their permanent position and receive all step increases on the range of the temporary promotion, upon completion of the appropriate performance evaluation, in accordance with Article III Section 5. Upon return to their permanent classification the employee shall be placed on the appropriate step of that range, which provides all step increases consistent with their anniversary date.

Section 8. OUT OF CLASS RESPONSIBILITIES. An employee who is required to perform additional duties above and beyond those reasonably required of their position will receive on a temporary basis a five percent (5%) increase added to base pay or payment at Step One of the pay range of the class with duties that most closely approximates the duties being performed by the employee, whichever is higher. The higher pay rate shall not be considered a promotion and such duties and pay may be reduced or removed without cause, notice or hearing.

When an employee is on an extended leave, the responsibilities of that vacant desk will be distributed amongst staff holding the same classification within the department. To the extent feasible, the distribution will be made evenly and amongst staff within the same office. Staff
providing coverage may accrue reasonable overtime for the additional workload. Overtime shall be offered on a voluntary basis. Overtime will be discussed and approved by the responsible supervisor in conjunction with the department head or his/her designee. In unique situations, a 5% 'additional duties pay' may be authorized with the approval of the department head. Every effort will be made to fill vacancies within 45 days. AFSCME and Management will meet on a monthly basis to discuss staffing. This provision does not apply to work realignment or restructuring.

Article IV
OVERTIME

Section 1. AUTHORIZATION. Employees may be required to work overtime at the discretion of the responsible supervisor. Each department head shall determine and identify those supervisors who shall be empowered to authorize or require overtime when required by an emergency or other occasions as deemed necessary in the judgment of the responsible supervisor.

Section 2. OVERTIME RATE. All non-exempt bargaining unit members who have been authorized to work overtime by the appropriate supervisor will be paid overtime at the rate of one and one-half (1 ½ ) times their regular rate.

a. At the discretion of the Authority, said overtime may be paid out as a cash payment or compensatory time.

b. When an employee is assigned to work a holiday observed by the Authority, the employee will be paid at the rate of one and one-half times their regular rate of pay for the hours actually worked.

c. The payment of overtime either in a cash payment or compensatory time will be at the discretion of the appropriate supervisor.

d. The supervisor will seek input from the employee as to whether they desire to be paid in cash or compensatory time.

e. Employees may earn compensatory time in an amount not to exceed 200 hours. There shall be no forfeiture of time in the event of an emergency.

f. Use of compensatory leave accrual must be requested in writing in advance and have the written approval of the responsible supervisor.

g. Upon termination the employee shall be paid all accrued compensatory time.

h. The Authority retains the right to schedule the use of compensatory leave for operational purposes or to reduce compensatory leave accumulations.
i. Employees shall not be allowed to accrue overtime to perform work which is elective with
the employee and for which adequate time is available during normal working hours.
Employees working overtime when not expressly assigned to do so by their supervisor
shall, to the extent authorized by law, not be compensated therefore, and shall be subject
to discipline.

Section 3. DETERMINATIONS. For the purpose of this Memorandum of Understanding,
over time represents time worked under the following conditions:

a. Time worked beyond the normally scheduled workday except that employees shall not be
entitled to overtime compensation for the additional hours of work in a day required by a
flexible scheduling program (such as the 4/10 Plan).

b. Time worked beyond the normally scheduled workweek.

c. When an employee works an Authority observed holiday the employee will be paid at the
over time rate of one and one-half (1 1/2) times their rate of pay.

d. Under no circumstances may an employee be paid more than one and one-half (1 1/2)
times the hourly rate for time worked.

Section 4. CALCULATIONS.

a. For purposes of overtime determination, leaves with pay shall be considered as time
worked, except for determining time worked beyond the normally scheduled work day.

b. Overtime shall be computed in tenth-hour units as follows:
   01 – 06 minutes worked .1 hours
   07 – 12 minutes worked .2 hours
   13 – 18 minutes worked .3 hours
   19 – 24 minutes worked .4 hours
   25 – 30 minutes worked .5 hours
   31 – 36 minutes worked .6 hours
   37 – 42 minutes worked .7 hours
   43 – 48 minutes worked .8 hours
   49 – 54 minutes worked .9 hours
   55 – 60 minutes worked 1 hour

c. When an employee is required to make a special trip to an Authority facility after having
completed the required day’s work, or on a holiday, or on a regular day off, such employee
shall receive a minimum of two (2) hours overtime including travel time, if any.
Article V
GENERAL LEAVE AND OTHER ABSENCES

Section 1. CATEGORIES.

a. Unauthorized. An absence from duty, which has not been authorized in accordance with the provisions of this section. Employees on unauthorized absence receive no pay and may be subject to disciplinary action or considered to have resigned (or abandoned) their position in accordance with Section 108:1003 of the Personnel Rules.

b. Authorized. Authorized absence or "leave of absence" is authorized under the provisions of this Section, and entitles the employee to return to work at the end of the leave without going through the employment or reinstatement processes. A leave of absence may be either with or without pay.

Section 2. General Leave Accrual and Availability.

Within a reasonable time after the ratification of this MOU, all existing vacation and sick leave accruals shall be converted to general leave. Employees whose accruals exceed the accrual caps below at the time of conversion, will be paid-out for the hours in excess of the accrual caps.

General Leave is accrued biweekly (per pay period), at the rates and caps set forth below:

<table>
<thead>
<tr>
<th>General Leave Accrual By Seniority</th>
<th>Accrual Per Pay Period</th>
<th>Monthly Accrual</th>
<th>Yearly Accrual</th>
<th>Accrual Cap (Maximum Balance)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 4 years</td>
<td>6.7846</td>
<td>14.7</td>
<td>176.4</td>
<td>600.8</td>
</tr>
<tr>
<td>4+ years</td>
<td>8.3077</td>
<td>18</td>
<td>216</td>
<td>680</td>
</tr>
<tr>
<td>10+ years</td>
<td>9.877</td>
<td>21.4</td>
<td>257</td>
<td>761.6</td>
</tr>
</tbody>
</table>

Section 3. SERVICE CREDIT IN ACCRUING LEAVE BENEFITS. Employees shall accrue general leave for any pay period in which they earn wages or are on a leave of absence with pay. General Leave shall be available for use in the pay period immediately after it is earned.

Section 4. HOLIDAY CREDIT FOR EMPLOYEES ON LEAVE WITH PAY. If a holiday or day off in lieu of a holiday occurs during a period when an employee is on a leave of absence with pay, the employee shall be paid for the holiday as though such employee was on active duty. No deduction shall be made from the accrued amount of leave available.
a. **HOLIDAYS.** The Authority has determined the following as Holidays:

| New Year's Day | Martin Luther King's Birthday |
| Presidents’ Day | Cesar Chavez Day |
| Memorial Day | Independence Day |
| Labor Day | Veteran's Day |
| Thanksgiving Day | Day after Thanksgiving |
| Christmas Eve Day | Christmas Day |
| New Year’s Eve Day |

b. **FLOATING HOLIDAYS.** Permanent full time employees who are covered under this Memorandum of Understanding are eligible to receive twelve (12) hours per year as floating holiday hours.

**Section 5. Fractional or Part Time Assignments**
Employees on fractional or part-time assignments shall accrue general leave directly proportionate to a full-time assignment provided that general leave allowance shall be accrued only on total assignments of twenty (20) hours a week or more.

**Section 6. Accrual of General Leave when there is a Break In Service.** For the purpose of computing general leave seniority where there has been a break in service, prior service shall be counted where an employee was laid off for lack of work and rehired within one (1) year of the date of separation, or where a permanent employee has resigned and has been rehired within one (1) year of the date of separation.

**Section 7. Purposes for Which General Leave May Be Used.** General leave can be taken for any reason. Employees who have accrued general leave hours must utilize it when taking time off, including time taken pursuant to Article XX (to the extent permitted by law).

**Section 8: Scheduling and Notice of General Leave.** Employees taking general leave for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member are required to provide notice as set forth below.

Employees taking general leave for other reasons are required to provide their supervisor with reasonable advance written notice and obtain written approval prior to using general leave. This allows the supervisor to prepare for the employee's absence and assure that all staffing needs are met. The responsible supervisor will attempt to accommodate an employee's request for general leave time off; however, the needs and work load of the department will be considered when evaluating an employee's request. While the responsible supervisor may grant, deny or modify leave requests, employees who disagree with the decision may ask that the Department Head reevaluate their request.

The responsible supervisor shall respond in writing to the employee's written request as soon as practicable. When the dates of an employee's general leave have been firmly
established, the responsible supervisor shall give the employee not less than twenty (20) workdays notice of any change in such employee's time off schedule. Otherwise, the employee shall have the right to take general leave at the scheduled time unless the employee voluntarily agrees to delay taking general leave for the convenience of the supervisor. An employee desiring to return to work at an earlier date than specified on the schedule may do so only with the concurrence of the responsible supervisor.

When two (2) or more employees request the same or overlapping general leave periods, the request of the employee with the highest HACLA seniority shall prevail over all others, provided the employee's requests have not been previously approved.


Upon oral or written request, employees are permitted to take leave for the diagnosis, care or treatment of a new or existing health condition of, or preventative care for, an employee or an employee's family member. If the need for leave is foreseeable, the employee shall provide reasonable advance notice. If the need for leave is unforeseeable, the employee shall provide notice for the leave as soon as practicable. Where an employee does not provide notice within the first two hours of the beginning of their shift, they must establish that they were unable to do so because of reasons beyond their control. In addition, if the employee is using general leave for reasons set forth in this paragraph, the employee shall keep the supervisor currently informed as to the date the employee expects to return to work. To the extent permitted by law, the responsible supervisor, with the approval of Human Resources, may require a doctor's certification where an employee has been out for reasons set forth in this paragraph for more than three days.

For purposes of this provision, family member includes a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (including a biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or employee's spouse, or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse, a registered domestic partner, a grandparent, a grandchild, or a sibling.

b. Cashing Out General Leave Accruals: Employees are permitted to cash out accrued but unused general leave twice annually so long as they maintain a minimum balance of 240 hours. General leave cash outs are available the last full pay period of June and December of each calendar year.

c. Lump Sum General Leave Payments for Terminated or Deceased Employees. Employees who leave the service of the Authority, including retirement, shall be paid for all accrued but unused General Leave. When separation is caused by death, payment shall be made to the estate of the deceased employee.
The rate of payment shall be based upon the rate of pay for the employee at the time of separation. If an employee is separated because of failure to return from a leave, the rate of payment shall be based upon the rate of pay of the employee at the beginning of the leave.

d. General Leave Transfer. Bargaining unit member shall not forfeit earned general leave due to being required to meet the work scheduling needs of the Authority. Where there is a risk of such forfeiture, the employee must meet with the department head to coordinate appropriate time off.

Section 9. CATASTROPHIC LEAVE. Effective January 1, 1998, the Authority converted 70% Partial Sick Leave hours on the books for employees covered under this Memorandum of Understanding. There shall be no future accruals either by individual or by group to this bank and the bank shall be reduced by approved access to this leave program. The Human Resources Department shall establish procedures for the use of catastrophic leave and it is available only for terminal or life threatening illnesses/injuries of employees or the employee’s immediate family where the employee needs to personally care for the immediate family member.

Noted Revisions to the Catastrophic Leave Policy: Domestic partner is added to the definition of immediate family. The President and CEO is authorized to extend the allowed leave time beyond 1056 hours. Upon request, the Authority will provide AFSCME with their catastrophic leave balance.

Section 10. BEREAVEMENT LEAVE. Employees shall be allowed three (3) workdays (five (5) workdays for out of state travel or travel in excess of 300 miles, subject to proof of "out of town" travel) of paid bereavement leave for each loss of family members by blood or by law, including foster children residing in the home. Employees must submit verifiable evidence of the eligible relative's death to their immediate supervisor upon return from bereavement leave. Bereavement leave must be taken within thirty (30) days of the loss of the family member, unless the employee provides verifiable evidence (i.e. funeral program, obituary, etc.) that the funeral has been delayed and the paid bereavement leave is being used to attend the funeral services. Paid bereavement leave as outlined above may only be used by employees for up to three (3) bereavements per calendar year. However, if additional bereavement leave is needed employees shall use any general leave or other paid leave accruals, and shall be authorized to take a leave of absence without pay if no paid leave banks remain.

Section 11. JURY SERVICE. Employee shall be limited to ten (10) days paid Jury Duty Leave per calendar year. Employees must return to work upon release from jury duty if he/she can work at least four hours during his/her normal shift. Proof of service may be required for payment of Jury Duty Leave.
Article VI
HOURS OF WORK

Section 1. HOURS OF WORK.

a. **Regular Scheduled Work Period.** Except as otherwise provided in this Section, the hours of employment shall not exceed eighty (80) in any 14-day period. The regularly scheduled work week shall be Monday through Friday except that the Authority may change the work week of individual employees, work sites and classifications to meet operating conditions, provided that employees so affected shall receive at least five (5) workdays notice of any change in the regularly scheduled work week. When the regularly scheduled work week is other than Monday through Friday, said workweek shall be scheduled so as to provide at least two (2) consecutive days absence from duty during each calendar week.

b. **Regularly Scheduled Work Day.** Except as otherwise provided by Authority/Union agreement, the workday shall be comprised of not more than eight (8) consecutive hours during any 24-hour period. However, special hours of work may be promulgated and mutually agreed upon by the Authority and duly authorized employee representatives.

c. **Office Hours.** Normal office hours for the Authority shall fall between 7:30 am. to 5:30 p.m. On an emergency basis or where the scheduling of employees dictates, the workday of an individual employee may be changed from time to time on a routine basis to accommodate the needs of the Authority. Said changes can only be made with the approval of the Department Head.

d. **Lunch Periods.** The following designated period of time will constitute the regular lunch period; however, this period may be altered by the Authority by mutual agreement with the Union.

   40 Minutes

   Lunch periods, except as otherwise mutually agreed upon by the Authority and the Union, shall be scheduled between the hours of 11:30 a.m. and 1:30 p.m. by the responsible supervisor.

e. **Rest Breaks.** Ten (10) minutes midmorning and midafternoon.

f. **Alternative Work Schedules.** The Housing Authority does not agree to unilateral flex schedules for employees, but agrees to the language of Resolution No. 5713 adopted by the Board of Commissioners on April 25, 1988.

   HACLA implemented a 9/80 work schedule subject to the notice requirements of this Article. An employee may request a 9/80 work schedule subject to approval at the discretion of HACLA provided that any denial may not be arbitrary.
Article VII
GRIEVANCE PROCEDURE

Section 1. PURPOSE. The purpose of the Grievance Procedure is to provide a just equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance. This procedure does not apply to suspensions of five (5) or more days, demotions or discharges.

Section 2. DEFINITIONS.

a. "Grievance" means a complaint by an employee concerning the misinterpretation or misapplication of a provision of this Memorandum of Understanding or the Personnel Rules, which has not been satisfactorily resolved in an informal manner between an employee and his immediate supervisor.

b. "Workdays" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. RESPONSIBILITIES. When a certified employee organization has so agreed, it shall encourage employees within that organization to discuss their complaint with their immediate supervisors. The immediate supervisors shall, upon the request of an employee, discuss with that employee the employee's complaint at the earliest mutually convenient time.

Section 4. EXCLUSIONS. The following matters are excluded from the Grievance Procedure:

a. The Grievance Procedure shall not be used for the purpose of changing an established policy, standard or procedure. However, employees are encouraged to recommend changes to their supervisors at any level and may recommend to Union representatives changes for discussion at the next Management/Union negotiations. If the employee's complaint is to change a policy, standard, or procedure, the supervisor shall direct the employee to refer the complaint to the employee's Union representative.

b. The discharge of a temporary or probationary employee who does not hold permanent status in any classification.

c. The layoff of an employee, except to the extent that such employee was laid off before employee with less seniority.

d. Removal from a classification in which an employee is serving a probationary period.

e. Performance Evaluation with an overall rating of "Satisfactory" or better, although the employee shall have the right to submit a written rebuttal to the personnel folder on said Performance Evaluation.

f. For matters in which an alternative resolution procedure is provided for in the personnel rules or stand-alone HACLA policies (i.e. Anti-Harassment Policy.)
Section 5. DELAY OF ACTION PENDING GRIEVANCE. The filing or pendency of a grievance shall not delay or restrain the implementation of any Authority action, provided, the Authority may, in its discretion, delay any action pending the processing of any grievance.

Section 6. EMPLOYEE RIGHTS AND RESTRICTIONS.

a. An employee shall have the right to represent himself or herself or may be represented by another party. When a grievance is filed by an employee who chooses to represent himself or herself or be represented by someone other than the Union, the employee shall give notice to the Authority and the Union prior to Step I of the Grievance Procedure. The Union shall be furnished a copy of the grievance. If the Union wishes to have input as to the resolution of the grievance, a written argument and suggested resolution may be sent to the Personnel Officer and shall be considered prior to the resolution of the grievance so long as it is timely. In no event shall any agreement reached be inconsistent with the terms of this Memorandum of Understanding. The Union shall receive a copy of the grievance resolution.

b. The grievance process will normally be conducted during regular daytime work hours. At the request of the grievant, and as a matter of right, the grievant and no more than one other employee witness at a time and the employee's representative, if an Authority employee, shall be released, with pay, from his or her duties to attend any stage of the grievance process. Only one (1) person selected by the employee and made known to Management prior to a scheduled grievance process meeting shall have the right to represent the employee. The grievant and the witnesses shall not be harassed or punished for participating in the grievance process.

c. Authority employee selected as a representative in a grievance is required to notify his or her immediate supervisor of his or her proposed absence from duty to attend a grievance process meeting. The employee representative shall give the Supervisor reasonable advance notice to ensure that such absence will not unduly interfere with the Authority operations.

d. The employee elects to be represented during the grievance process, the Authority may also designate a Management representative to be present.

e. Authority employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called as witnesses by either the Authority or the grievant, and may attend grievance hearings on paid Authority time, except as limited above.

f. For matters covered by the Anti-Harassment Policy, Whistleblower Policy, or other anti-discrimination/anti-retaliation policies, the employee must report such matters in the alternative manner called for by said policy instead of using the grievance process. However, any related matters that do fall under the grievance process may be grieved using the process below once the alternative process has concluded.
Section 7. EFFECT OF TIME LIMITS. If a grievance is not filed by the grievant at any step in accordance with the time limits of this Procedure, it shall be deemed withdrawn. All time limits and grievance steps may, by mutual agreement, be shortened, extended, or waived, but only in writing or by recorded stipulation.

Section 8. PROCEDURES.

Informal Discussion – Prior to filing a grievance, the employee shall meet informally with his/her immediate supervisor to discuss a resolution to the grievance. The employee must expressly indicate that the meeting is an informal discussion to address a potential grievance.

1. Step One - Manager. The grievant shall request in writing, a meeting to discuss his/her grievance with his/her manager after informal efforts to resolve the grievance with the immediate supervisor have failed to resolve the grievance. The grievance must be presented in writing to the Manager upon the Grievance Procedure Form, signed and dated by the Grievant. A copy of the Grievance Procedure Form shall be provided to Human Resources. Said grievance shall be considered waived if not so presented to the manager within ten (10) workdays after the grievant knew of the occurrence of the facts upon which the grievance is based.

   a. A meeting shall be held between the grievant and the manager within ten (10) workdays from notification of the request for a meeting.

   b. The manager shall render a decision in writing within ten (10) workdays following the meeting. The decision shall be served upon the grievant or mailed to the grievant’s last known address.

   c. If the grievance is not resolved, or the manager fails to respond within the time limit, the grievant may process the grievance to the next step.

2. Step Two - Appeal to the Department Head. If the grievance is not resolved in Step One, the grievant may, within ten (10) workdays after the service of the decision in Step One proceed to Step Two with the Department head or his/her designee. The grievance must be presented in writing to the Department Head upon the Grievance Procedure Form, signed and dated by the grievant, and include a copy of the written decision by the Manager. The Department Head will then forward a copy to Human Resources.

   a. The grievance shall state the facts upon which the grievance is based, identifying the provisions of the personnel rules and/or Memorandum of Understanding which are alleged to have been violated and the remedy requested.

   b. The Department Head or designee will arrange for the hearing to be held within ten (10) workdays after receipt of the grievance.
c. The Department Head or designee shall render his/her decision in writing, within ten (10) workdays following the meeting. The decision shall be personally served upon the grievant or mailed to the grievant’s last known address or as otherwise specified by the grievant.

3. Step Three – President & CEO. If the grievance is not resolved in Step Two, the grievant may, within ten (10) work days appeal to the President and CEO.

   a. The President and CEO, or his designated representative, shall hold a grievance hearing within thirty (30) days of receipt of appeal. The grievant may be represented at this hearing, present documented evidence and call witnesses on his or her behalf. Witnesses shall be granted released time.

   b. The President and CEO shall make a decision within ten (10) workdays after the hearing. The President and CEO's decision shall be final.

Article VIII
DISCIPLINE

Section 1. NOTICE OF INTENT. Whenever a responsible supervisor intends to suspend for five (5) days or more, demote or dismiss a permanent employee, the supervisor shall give the employee and the Union a written Notice of Intent to Discipline which states:

   a. The disciplinary action intended;

   b. The specific charges upon which the action is based;

   c. A factual summary of the grounds upon which the charges are based;

   d. Notice of the employee's right to respond to the charges either orally or in writing to a responsible supervisor;

   e. The employee's right to review and copy all the materials upon which the intended discipline is based;

   f. The date, time and person before whom the employee may respond in no less than five days;

   g. The employee has right to Union representation;

   h. Notice that failure to respond at the time specified shall constitute a waiver of the right to respond.

Section 2. FINAL NOTICE. If, after the response or the expiration of the employee's time to respond to the Notice of Intent, the responsible supervisor decides to proceed with disciplinary
action, a Final Notice shall be served upon the employee either in person or by mail and shall be effective when served.

**Section 3. REMOVAL OF EMPLOYEE FROM DUTY.**

a. The Authority shall not discharge any permanent employee without cause.

b. Where retention in active work status would be detrimental to the best interest of the Authority, the employee or other employees, the employee may be removed from duty immediately or within less than ten (10) workdays after the Notice of Intent. However, such removal shall not cause the employee loss of pay or benefits except as provided in Section 3(c).

c. When the employee has committed an overt act of misconduct which posed or continues to pose a clear and present threat to health and safety of persons on property owned or managed by the Authority, such employee may be removed immediately from duty and from pay status except for payments to which the employee may be entitled for accrued vacation and sick leave.

d. **Administrative Leave.** Unit employees placed on administrative leave of asked to come to an administrative investigation shall be given written notice which shall include the general nature of the complaint and be told whether said employee is a subject of the investigation or merely being asked questions as a witness. This section shall not apply to areas where such disclosure may be prohibited by law.

**Section 4. APPEAL TO PRESIDENT AND CEO.**
Whenever a permanent employee has been discharged, demoted or suspended without pay for five (5) or more workdays, such employee may appeal according to the following procedure:

a. Within ten (10) workdays after service upon the employee of the final Notice (15 days if service is by mail), the employee may appeal the disciplinary action to the President and CEO.

b. Every appeal shall be taken by way of written Notice of Appeal filed with the President and CEO prior to the expiration of the appeal period.

c. An appeal shall contain a notice of the employee's intent to appeal, setting forth specific facts upon which the appeal is based, a specific reference to the disciplinary action from which the appeal is taken and the nature of the relief sought. Every Notice of Appeal shall be signed by the appellant or a designated representative.

d. Within ten (10) workdays after receipt of the Notice of Appeal, the President and CEO shall either appoint a Hearing Officer to conduct a formal hearing on the appeal or schedule a hearing at which the President and CEO will act as the Hearing Officer.
e. At this hearing the employee may present documentary evidence.

f. Within twenty (20) workdays after the hearing, the Hearing Officer or President and CEO shall render a decision. The Hearing Officer's decision shall be advisory to the President and CEO.

Section 5. APPEAL TO COMMISSIONERS.
If the employee is not satisfied with the decision of the Hearing Officer in Section four (4) above, the employee may appeal the disciplinary action to the Commission within ten (10) workdays of receipt of the President and CEO's/Hearing Officer's decision.

a. This appeal shall be taken by way of written Notice of Appeal filed with the Human Resources Committee of the Commission prior to the expiration of the appeal period.

b. An appeal shall contain a notice of the employee's intent to appeal, setting forth specific facts upon which the appeal is based, a specific reference to the disciplinary action from which the appeal is taken and the nature of the relief sought. Every Notice of Appeal shall be signed by the appellant or his/her representative.

c. Unless otherwise specified by the Commission, all appeals will be heard by a hearing officer from an independent agency.

d. The Hearing Officer or Commission shall hear the matter and shall render a written decision after the conclusion of the hearing. The Commission shall review the advisory recommendation of the Hearing Officer and render a decision to the Commission.

e. The decision of the Commissioners shall be final.

Article IX
EMPLOYMENT AND PLACEMENT

Section 1. All appointments shall be determined by objective appraisal of ability, skill, training and experience.

Section 2. QUALIFICATIONS EVALUATION AND EMPLOYMENT LISTS.

a. The qualifications of applicants for employment shall be evaluated by the Human Resources Department through the use of written examinations interviews, performance tests, physical examinations, appraisal of training and experience, or by other appropriate means as determined by the Personnel Officer.

b. Whenever possible, applicants shall be notified of their ineligibility by the Human Resources Department within ten (10) workdays from the closing date of the announcement.
c. Eligible candidates will be timely notified of the date, time, and place of the examination. As a result of the examination process, each applicant shall be assigned a numerical rating. This numerical rating shall become part of the recruitment record and shall be used for referral and placement.

d. An eligibility list shall be established after each examination. An Eligibility List is a list of the exact number of applicants who qualify in rank order of the numerical rating.

e. Said list shall be certified and posted five (5) days after candidates have been notified of the results of the examination.

f. All applicants will be notified in writing after the examination whether they attained placement on the Eligibility List. Those who qualify shall be advised of their ranking and numerical rating. The name of the top six (6) candidates will be referred to the appointing power who shall recommend one (1) for hiring. An Eligibility List shall expire and become void twelve (12) months after the promulgation date or when there are fewer than three (3) viable candidates remaining on said List. The List may be extended, in either case, at the discretion of the Personnel Officer for a period not to exceed six (6) additional months. The Union shall be notified of such extension.

Article X
PROBATIONARY PERIOD

a. After each permanent appointment from eligibility list an employee shall serve a complete period of probation before appointment or probation is complete.

b. The period of probation shall be no less than six (6) months. The probationary period may be extended by mutual agreement of the employer and the employee.

c. Whenever the probationary period of an employee is interrupted due to an appointment to another classification and the employee subsequently returns to the original classification during the second probationary period, the appointing supervisor shall require the employee to serve the balance of the original probationary period before the appointment is complete. In such case, the appointing supervisor shall so notify the employee in writing at the time of the employee's return to the original classification, with a copy to the Personnel Officer.

d. Employees promoted out of the bargaining unit shall retain their seniority rights and privileges.

e. Retention of any probationary employee shall be within the discretion of the employer based upon the employee's job suitability and skill adjudged by the hiring authority. Such termination shall not be subject to the Grievance Procedure.
f. Probationary Performance Evaluation forms shall be completed and reviewed with the employee at least twice during the employee's probationary period. In the case of all employees the first report shall be completed not later than three (3) months prior to the end of the probationary period, and the second report shall be completed not less than one (1) month prior to the end of the probationary period.

g. Completed Evaluation forms are to be filed with the Human Resources Department. In the event that the evaluation form is not filed with the Human Resources Department by the required date, the employee's evaluation shall be deemed satisfactory in all categories.

h. An employee who receives an unsatisfactory evaluation, other than the first evaluation, may attach a written response to the evaluation to be placed in their personnel file.

i. An employee rejected during the probationary period from a promotional position shall be reinstated to a position in the same classification from which promoted, if a position is available. However, an employee terminated for cause, other than inability to meet the requirements of the position, does not have reinstatement rights to an Authority position. Such termination shall be subject to the Disciplinary Procedure.

Article XI
TRANSFERS
Transfers will be made in accordance with the Personnel Rules.

Article XII
EQUAL EMPLOYMENT OPPORTUNITY

PLEDGE AGAINST DISCRIMINATION. The provisions of this Memorandum of Understanding shall be applied equally to all employees in the Bargaining Unit without discrimination on the basis of any protected category or status. Protected categories include, but may not be limited to the following: age (forty and over), sex, marital status, race, color, religious creed, national origin, ancestry, union membership, political affiliations, disabilities (mental and physical), sexual orientation, medical condition, genetic information, military and veteran status, gender, gender identity and gender expression. The responsibility for applying this provision of the Memorandum of Understanding is equally shared by the Authority and the Union.

Article XIII
EDUCATIONAL REIMBURSEMENT

Tuition Reimbursement Employees are eligible for tuition reimbursement in accordance with HACLA’s Tuition Reimbursement Policy. HACLA will amend its Tuition Reimbursement Policy to include reimbursement for books. HACLA shall review annually the cost of attending California State supported schools, utilization of program and budgetary needs to determine, within its sole discretion, whether to increase the maximum reimbursement rate.
Article XIV
LAYOFF PROVISION

Section 1. LAYOFF. Where lack of work, lack of funds, reorganization, technological changes or other conditions require a reduction in the number of employees, the Authority will reduce personnel in accordance with the following provisions:

a. Layoffs shall be based upon seniority in the classification. The least senior employee in each classification shall be laid off first. Employees shall have the right to bump down to their last held classification as a permanent employee, as long as such position still exists.

b. A Union representative shall receive notice at least five (5) workdays prior to the notice to employees of the contemplated layoffs, and shall have ten (10) days after the notice in which to discuss the layoff with Personnel.

c. The order of layoff shall be:

1. First laid off - Temporary employees.

2. Second laid off - Probationary employees.

3. Third laid off - Permanent employees by seniority. When two (2) or more employees have the same amount of seniority, the order of layoff will be determined administratively on the basis of qualifications of the employee with regard to the needs of the service.

d. Exception to Normal Order of Layoff. Where the appointing power deems it to be for the best interest of the service, the appointing power may retain an employee despite the order of the layoff as provided in this Section. The best interest of the service may be defined on the basis of such consideration as:

1. Special qualifications possessed by only the employee retained important to performance of the department's work.

2. Loss of the employee's skills on a particular assignment would adversely affect public welfare.

3. The Union will be notified simultaneously with the employee of any exception to the normal order of layoff.

4. Employees who are laid off before employees with less seniority, pursuant to provisions of Section 1(d), shall have the right to request a grievance review under the Grievance Procedure.
Section 2. REEMPLOYMENT LIST.

a. A recall list shall be established and shall be by inverse order of layoff. Permanent employees on layoff shall be recalled in reverse order of layoff, provided that they have demonstrated an ability to perform the work in a satisfactory manner.

b. Names of persons laid off or reduced in lieu of layoff shall be carried on a reemployment list for one (1) year, except that the names of persons appointed to permanent positions of the same level as that from which laid off shall, upon such appointment, be dropped from the list. Persons reduced or reemployed in a lower classification or reemployed on a temporary basis shall be continued on the list for the higher position for one (1) year.

c. Such list shall be used by the Authority when a vacancy arises in the same or lower classification of position, before certification is made from an eligible list. When a vacancy occurs, the Authority shall appoint the person highest on the reemployment list who is available.

d. If an employee notified by letter to his/her last known address does not contact the Human Resources Department within the seven (7) calendar days of the date of notice, he/she shall forfeit all reemployment rights.

Article XV
SENIORITY

Seniority Lists. At union request and within a reasonable time, the Authority will prepare and submit to AFSCME a current list of additions, subtractions, transfers, and membership status.

Article XVI
STRIKES AND STOPPAGES

The employer agrees that it will not engage in any lockout of its employees. The Union agrees that it will neither sanction, assist, nor engage in any strike, sit-down, stay-in, slow-down, or work stoppage.

Article XVII
RIGHTS OF THE UNION

Section 1. The Authority agrees to meet and confer with the duly authorized representatives designated by the Union on all matters pertaining to proposed changes in personnel policies as set forth in this Agreement and to keep them informed as to pertinent changes which are imposed on the Authority by funding sources. Also, the Union and the Authority agree to cooperate with each other in carrying out their legitimate functions, and to work in a spirit of cooperation in matters of mutual concern.
Section 2. REPRESENTATION AT BOARD MEETINGS. One authorized representative of the Union shall be permitted to attend public meetings of the Authority Board of Commissioners when matters pertaining to this Bargaining Unit are contained on the agenda.

Article XVIII
UNION REPRESENTATION

Section 1. STEWARD RECOGNITION.

a. The Union may designate a reasonable number of Stewards, no more than eight (8), and shall provide all Departments and Offices with a written list of the employees who have been so designated. Any changes to this list must be presented in writing to all Departments and Offices by the Union. The Stewards will be assigned to designated areas and will process grievances closest to those areas.

b. The Steward, "if so requested", may represent a grievant at all formal levels of the Grievance Procedure. The Steward may have reasonable amount of paid time off for this purpose and for conferring with the Chief Steward and/or the Union President.

Section 2. STEWARD REPRESENTATION.

a. When Stewards desire to leave their work locations to conduct investigations or process grievances, they shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an unreasonable interruption of work. Upon entering other work locations, Stewards shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an unreasonable interruption of work, if the employee cannot be made available, the Steward will be informed when the employee will be made available.

b. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the Grievance Procedure, equal to the amount of the delay.

Section 3. STEWARD TIME OFF.

a. HACLA shall provide leave for steward training, up to 8 stewards at the same time, two times per year. HACLA shall be reimbursed by AFSCME for time spent by stewards during these training periods. HACLA shall provide a designated pay code for steward training time.
b. Stewards shall collectively be provided with up to 13.5 hours of time off per month to conduct union business. A steward's time spent in training pursuant to Section 3(a), meet and conferring with HACLA or participating in any meetings part of the disciplinary process shall not be counted against the 13.5 hours.

c. Whenever investigation or processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.

d. Unless otherwise approved, stewards shall give 72 hours' notice in advance of the use of Steward's Time Off to the Human Resources Director, their Supervisor or Manager, their Department Head, and the Department Head of the affected employee. Notice is to include the date, time and duration of the time that is to be utilized.

Section 4. UNION PRESIDENT RELEASE TIME OFF.

a. Union President Release Time: The AFSCME President shall be paid at the employee's current salary by the Authority while performing representational duties for AFSCME, up to 16 hours per week. The Union shall reimburse the Authority up to 16 hours per week, payable monthly.

b. The AFSCME President shall retain all existing benefits including, but not limited to sick, vacation, medical, dental, deferred compensation plan, retirement benefits, and seniority accrual will continue to be paid by the Authority.

c. The Authority will provide a separate pay code called "AFSCME Reimbursed President Release Time."

d. The President's caseload will be reduced up to 40% to permit sufficient time to engage in representational duties for AFSCME.

e. Where the President is on an approved leave of absence for a period of time exceeding two weeks, the Vice-President, acting on behalf of the President, may use the Union President Release Time for AFSCME Local 143 business. The Vice President's caseload will not be reduced during this period of time.

Section 5. Union Meetings

Upon prior notice and approval, the Authority shall provide bargaining unit members release time to attend Union Membership Meetings up to four (4) times per year. Release time for union meetings involving the bargaining unit shall be 2:00 p.m., or later.
Article XIX
INTERNAL COMMUNICATIONS

Section 1. DISTRIBUTION OF INFORMATION. It is the intention of both Parties in this Memorandum of Understanding to provide channels for free communication to and from employees, Authority and Union on matters affecting their working conditions, rights, privileges and responsibilities of employees. The authority agrees to distribute copies of this Memorandum of Understanding and Personnel Rules to all employees through posting on the intranet and internet.

Section 2. BULLETIN BOARDS. The Authority will furnish the Union reasonable bulletin board space in appropriate work locations. The board shall be used only for the following subjects:

a. AFSCME Local 143 recreational, social and related news bulletins;

b. Scheduled AFSCME Local 143 meetings;

c. Information concerning AFSCME Local 143 elections or the results thereof;

d. Reports of AFSCME Committees and the AFSCME Board of Directors;

e. Any other written material which first has been approved by the Department or District head. Such approval shall not be unreasonably withheld;

f. This space shall not be used for personal attacks on employees, management or elected officials;

g. A copy of all posted material shall be given to the Personnel Officer before or simultaneously with it being posted.

Prior to posting, any material shall be initialed by an authorized representative of AFSCME Council 36. In cases where AFSCME Council 36 represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by AFSCME Council 36 at that work location.

Section 3. UNION ASSISTANCE. The Union shall actively assist the Authority in implementing this Memorandum of Understanding and supply information on Union matters to the Authority.

Section 4. NEW EMPLOYEES. The Authority will agree to provide new employees information on the Union as provided.
Article XX
FAMILY MEDICAL LEAVE ACT/ CALIFORNIA FAMILY RIGHTS ACT

Section 1. As required by State and Federal law, the Authority will provide family and medical care leave for eligible employees. The following provisions set forth unit members’ rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor Regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code 12945.2). Unless otherwise provided by this article, “Leave” under this article shall mean leave pursuant to the FMLA and CFRA.

a. Eligible employees are entitled to a total of twelve (12) work weeks of leave during any 12-month period. An employee’s entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

b. An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member who is recovering from a serious injury or illness sustained in the line of duty on active duty may request up to 26 weeks leave during a single 12-month period to care for the service member.

A serious injury or illness for covered service members means an injury or illness incurred while in the line of duty on active duty or one that existed before the beginning of a member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces a that may render the member medically unfit to perform the duties of the member’s office, grade, rank or rating.

A serious injury or illness for a veteran is one that was incurred or aggravated when a member of the Armed forces including any physical or mental condition that substantially impairs the covered veterans’ ability to secure or follow a substantially gainful occupation by reason of a disability or disability related to military service or would do so absent treatment. Additionally, any physical or mental condition where the veteran received a U.S. Department of Veteran’s Affairs service related disability rating (VASRD) of 50% or greater or an injury where the veteran have been enrolled in the Department of Veteran’s Affairs program of comprehensive assistance for family care givers.

c. Female employees are entitled to up to four months of leave for disabilities relating to pregnancy, childbirth or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth). For the purposes of leave under this policy, “four months” mean the number of days the employee would normally work within four calendar months (one-third of a year equaling 17 1/3 weeks), if the leave is taken continuously, following the date the pregnancy leave commences. Employees who take Pregnancy Disability Leave (PDL) are entitled to additional baby-bonding time
pursuant to the provisions set forth in the California Family Rights Act.

d. The 12-month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever an employee requests leave, the Authority will look back over the previous 12-month period to determine how much leave has been used in determining how much leave an employee is entitled to.

e. If an employee uses leave for any reason permitted under the law, the employee must concurrently exhaust all other leaves in connection with the leave, to the extent permitted by law. If an employee requests leave for his/her own serious health condition, in addition to concurrently exhausting other leaves, the employee must also exhaust sick leave. After the conversion from vacation/sick leave to General Leave, if an employee requests leave for his/her own serious health condition, the employee must concurrently exhaust general leave.

f. The Authority intends to administer this policy in accordance with the requirements for the state and federal laws regulating family and medical leaves. Accordingly, this policy will be interpreted and applied in a manner that conforms with all applicable legal requirements. Any leave of absence that is granted to an employee under this policy or any other policy for a purpose specified herein shall be credited against the 12-week and 26-week limits contained in this policy if and to the extent permitted by state and federal laws.

g. When an employee is receiving state Disability Insurance (DI), Paid Family Leave (PFL), or private short and/or long term (STD/LTD) benefits the Authority shall coordinate/integrate payments of any accrued but unused leave banks, including general leave, upon the employees' request. Employees shall cooperate with Human Resources and Payroll to facilitate the integrated payments.

h. To the extent permitted by law, employees are required to use accrued leave balances during waiting periods for disability benefits; however, the Authority shall not require the use of any accrued paid leave during such a period where disability benefits are being received.

Article XXI
AMERICANS WITH DISABILITIES ACT

Section 1. Because the Americans with Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the Authority and AFSCME agree that the provisions of this Agreement may be disregarded in order for the Authority to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.
Section 2. AFSCME recognizes that the Authority has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. AFSCME will be notified of these proposed accommodations prior to implementation by the Authority.

Section 3. Any accommodation provided to an individual protected by the ADA shall not establish a past practice in the grievance/arbitration procedure.

Article XXII
RETIREMENT AND EMPLOYEE BENEFITS

Section 1. RETIREMENT.

HACLA contracts with the California Public Employees’ Retirement System (CalPERS) for retirement benefits. Eligibility for and the type of retirement benefits under HACLA’s contract with CalPERS is based on several factors, including an employee’s date of hire, years of service, and applicable laws. The following is a summary of the pension benefits provided. The exact terms and conditions of the retirement benefits are governed by the plan document themselves. The plan documents supersede any inconsistent statements or descriptions, written or oral. Employees are encouraged to contact the Human Resources Department or their CalPERS representative for additional or more detailed information regarding their retirement benefits.

a. Classic Members: Employees covered by this MOU who are defined as “Classic Members” are eligible for retirement benefits based on 2.7% at 55. Employees must have five (5) years of service credit and be a minimum age of 50 for a service retirement.

HACLA contracts for the following optional benefits through PERS retirement.

1. Final compensation will be based on the highest average compensation earnable during the 12 consecutive months immediately preceding the effective date of his or her retirement, or some other 12 consecutive month period designated by the member; and

2. Military Service — Employees who have served in the Military may at their expense buy the time they served as PERS credit.

3. Vista Service — Employees who have worked for the Peace Corps or Vista Service may at their own expense buy the time they served as PERS Credit.

b. PEPRA Members: Employees covered by this MOU who are defined as “New Members” within the meaning of the California Public Employees’ Pension Reform Act (PEPRA) of 2013 receive the 2% @ 62 Service Retirement benefit.
1. Final compensation will be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of his or her retirement, or some other 36 consecutive month period designated by the member.

2. Employees covered under the 2% @ 62 retirement formula shall pay one half of the normal cost rate as established by CalPERS.

c. Retiree Medical: Retiree Medical for Classic and PEPRA members is 50% of total cost for retiree and eligible dependents for CalPERS sponsored medical plans. Employee must have been an enrollee prior to retirement.

Section 2. UNIFORMS.

a. Unarmed Security Officer
   1. Two pants, black
   2. One Jacket, black
   3. Two long sleeve shirts, white
   4. One tie

b. Armed Security Officer. Upon hire, the Authority will reimburse the employee for the purchase of:
   1. Three Shirts, navy blue
   2. Three slacks, navy blue

Thereafter, the Authority will issue security personnel two (2) new uniforms a year on their anniversary date of employment that consist of the following:
   1. Long sleeve shirt, navy blue
   2. Short sleeve shirt, navy blue
   3. Pair of slacks, navy blue

c. Uniform Allowance. Permanent employees who are in the position of Security Officer shall receive a monthly uniform allowance in the amount of $200 per month.

d. Inspectors. Upon hire, the Authority will issue Inspectors five (5) machine washable shirts. Inspectors have the option of choosing long or short sleeve, or a combination of the two. Additionally, Inspectors will receive one jacket.

Thereafter, the Authority will issue Inspectors one additional shirt on an annual basis.

Inspectors do not receive a uniform allowance.
Section 3. SAFETY PROVISIONS FOR SECURITY OFFICERS.

a. The Authority will issue bulletproof vests to Security Officers.

b. The Authority will provide Security Officers two-way radios with 911 capabilities.

Section 4. MILEAGE REIMBURSEMENT. The Authority agrees to pay the Internal Revenue Service (I.R.S.) approved mileage reimbursement rate per pay period in effect at the time travel occurs.

Section 5. EMPLOYEE PERSONAL PROPERTY LOSS/DAMAGE. The Authority agrees to reimburse employees for personal property loss or damage in the amount of $300. Employees must follow the guidelines developed by Purchasing Department to recover funds.

Section 6. HEALTH, DENTAL, & VISION INSURANCE

Full-time permanent bargaining unit members may elect health, dental and vision insurance as set forth below. Members may elect to obtain coverage for their spouse or domestic partners, and/or their dependents, under the terms and conditions set forth in the plan documents and as permitted by law.

- HACLA will provide up to 100% of the CalPERS medical Premium rate for Los Angeles, San Bernardino & Ventura Counties Kaiser rates for Employee only, Employee – One Dependent, and Employee + Multiple Dependents, as applicable.

- HACLA will provide 100% of Basic Dental HMO rates for Employee only, Employee – One Dependent, and Employee + Multiple Dependents, as applicable.

- HACLA will provide 100% of basic vision coverage for Employee only, Employee – One Dependent, and Employee + Multiple Dependents, as applicable.

- Upon receipt of “other group coverage certification,” HACLA will pay $450 per month in lieu of insurance to those employees currently employed by HACLA at the time of Board approval of this Memorandum of Understanding who opt out of the medical insurance as provided above.

- Upon receipt of “other group coverage certification,” HACLA will pay $250 per month in lieu of insurance to the following employees who opt out of the medical insurance as provided above: 1) those employees hired by HACLA after Board approval of this Memorandum of Understanding; 2) those employees currently employed by HACLA at the time of Board approval of this Memorandum of Understanding who elect to
initially take the medical insurance, but later elect to opt out; and 2) those employees currently employed by HACLA at the time of Board approval of this Memorandum who elect to initially opt out and receive $450 per month, but later elect to take the medical insurance and then elect to opt out again.

2. Employees are required to maintain long-term disability and the minimum life insurance of $20,000. The premium will be paid on behalf of the employee by the Authority.

Employees will be afforded the opportunity to enroll in the Housing Authority's insurance plans during Housing Authority's open enrollment.

Section 7 LIFE INSURANCE.

a. The Authority agrees to maintain Group Life Insurance in the amount of $20,000 as provided in Section 6 above.

b. Employees may purchase additional life insurance as provided by the carrier.

Section 8 LONG-TERM DISABILITY. The Authority agrees to maintain Long-Term Disability for permanent employees as provided in Section 6 above.

Section 9 DEFERRED COMPENSATION. The Authority agrees to maintain a Deferred Compensation Program as provided by the 457 of the Internal Revenue Codes.

Section 10 EMPLOYEE ASSISTANCE PROGRAM. The Authority agrees to maintain an Employee's Assistance Program.

SECTION 11 SECTION 125. The Authority agrees to maintain a Flexible Spending Account (Section 125 Plan) as provided under Section 125 of the Internal Revenue Codes.

Section 12 BILINGUAL PAY. The Authority will provide $20 per month to employees who are required to provide written bilingual communication skills and $65 per month to employees required to provide oral translation or communication skills. The bilingual pay must be approved by the Department Head and the employee must pass the appropriate bilingual test (oral, written or both) prior to receiving bilingual pay.

Employees who refuse/decline to provide the translation services for the languages for which they are certified (written or oral) will have their bilingual pay stipend revoked.

On an annual basis, HACLA will conduct a language assessment to determine whether there are any languages for which HACLA seeks to provide a second bilingual stipend to certified employees.
ARTICLE XXIII
AIR QUALITY MANAGEMENT DISTRICT (AQMD) / PARKING

Section 1. EMPLOYEE PARKING. HACLA will charge each member that utilizes HACLA parking at its Wilshire office a fee of $35/month. Should HACLA reduce the parking fee requirements for any other bargaining unit to an amount below $35/month, AFSCME members shall be subject to the same reduced fee.

The Authority will not charge employees who are carpooling with other employees a parking fee (for one parking spot). The Authority has the discretion to assign the parking location for carpoolers. Upon the groundbreaking of a new parking structure, the Authority and AFSCME will meet and confer over the employee parking fee.

The Authority will administer the LA Metro and the MetroLink pre-tax monthly pass programs through authorized employee payroll deductions of up to the maximum allowable per month (to be adjusted per annual changes by IRS & Federal & State tax laws). This monthly pass program will be administered on a pilot basis. If the Authority determines, in its sole discretion, that administering the program is too burdensome due to administrative cost, administrative time, or other business reasons, it may terminate the program. HACLA will provide employees and the Union with reasonable advanced notice.

Article XXIV
PERSONNEL RULES

The Authority is in the process of revising the Personnel Rules. Prior to the adoption by the Board of Commissioners and pursuant to Personnel Rule Section 108:0119, the proposed revised Personnel Rules will be sent to AFSCME at least thirty (30) days in advance for review, suggestions, comments, and, where applicable, commencement of the meet and confer process. If an agreement cannot be reached on those matters which are subject to the meet and confer process within the thirty (30) day time limit, the Parties agree to conclude the meet and confer process and, within fifteen (15) days, submit written statements to the Board of Commissioners setting forth the respective positions of the Parties. Subject to the procedures of the Board of Commissioners, each Party may, if it so desires, present testimony in support of its written statement. The determination of the Board of Commissioners shall be final. If no agreement is reached by the Parties, the Board of Commissioners may adopt as policy its determination of the issues.
Article XXV
SAFETY

Section 1. FULL FORCE AND EFFECT. The Authority will at all times keep in full force and effect Workers Compensation Insurance covering all employees and abide by and enforce all safety orders of the Industrial Accident Commission of the State of California now in effect hereafter promulgated.

Section 2. SAFETY POLICY. Employees shall perform assigned duties safely using the practices, means, methods, operations, and processes prescribed in any law, occupational safety or health standard, safety order, or safety rule and regulation. Employees shall report any unsafe practices, equipment, or hazardous conditions promptly to their immediate supervisor or departmental safety officer.

Supervisors are also responsible for providing safe working conditions, training subordinate employees in safety and accident prevention, and taking appropriate corrective actions when unsafe working conditions are reported.

When an employee reasonably believes that there is an imminent threat to their health and/or safety, they must notify a supervisor who will assess the situation and provide direction and assistance. When a supervisor is not available (i.e. off-site housing inspections) an employee may use their discretion to remove themselves from the situation. Under such a circumstance, the employee must immediately notify their supervisor. Employees who are being threatened may request assistance from HACLA security officers (contracted with or directly employed by HACLA), as well as their, or any other, supervisor.

Section 3. SAFETY EQUIPMENT. Safety equipment is issued at the time of hire and must be returned at termination in good condition. If the safety equipment is not returned or is returned in poor condition, the cost will be taken from the employee’s final paycheck.

Article XXVI
AUTHORITY RIGHTS

All Authority rights, powers, authority and functions to the extent of the law, shall remain vested exclusively in the Authority except to the extent expressly limited by the specific provisions of this Memorandum of Understanding and the Authority’s express legal obligation to meet and confer on wages, hours, and other terms and conditions of employment. It is expressly recognized that such rights, powers, authority and functions include, but are by no means limited to, the right to establish and administer policies, procedures and standards to direct and schedule the workforce; to hire, promote, demote, transfer, and lay off employees; to reprimand, suspend, discharge or otherwise discipline employees; to determine the number of employees and the duties to be performed; to maintain efficiency; to establish, expand, reduce, alter, consolidate or abolish any job classification, operation or service; to determine
staffing requirements; to control and regulate the use of facilities, supplies, equipment and other property; to determine the number, location and operation of worksites; to determine the assignment of work; to require overtime work; to discontinue, reorganize or combine any operation despite any consequent reduction or other change in the work force; to introduce new or improved methods of operations; to establish and change reasonable rules, regulations, policies and practices; to determine the extent to which the work required shall be performed by employees covered by this Memorandum of Understanding; to determine the number of supervisors and other jobs or positions outside of the bargaining unit covered by this Memorandum of Understanding; and the right to determine the means of selection, transfer and promotion of employees to said positions and jobs; to determine professional standards; to schedule hours of operation and work; to determine the scope of the Authority's activities and the location of such activities; and to determine the materials and equipment to be utilized.

Article XXVII
SAVING CLAUSE

Section 1. This Memorandum of Understanding and all of the provisions hereof, as well as the provisions of any document incorporated herein by reference thereto or of any recorded understanding reached under this Memorandum of Understanding by the Union and the Authority, shall be subject to and conform to all applicable laws and regulations and such external executive orders or administrative regulations as may be issued pursuant thereto.

Section 2. Should any part thereof or any provision herein contained be determined invalid by any decree of a Court of Competent Jurisdiction, such invalidation of such part or portion of this Memorandum of Understanding shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

Article XXVIII
FULL UNDERSTANDING

Section 1. It is intended that this Memorandum of Understanding set forth the full and entire understanding of the Parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the Parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. The parties agree to meet and confer regarding the Discipline and the following issues involving temporary employees represented by AFSCME.

a. Length of temporary employment (e.g. 6 months, 1 year.)

b. Benefits to temporary employees after the cutoff date.

c. Impact of layoffs to temporary employees represented by AFSCME.
Section 2. Except as specifically provided herein, it is agreed and understood that each Party hereto voluntarily and unqualifiedly waives its rights, and agrees that the other shall not be required to negotiate with respect to any matter covered herein during the term of this Memorandum of Understanding.

Section 3. It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this Memorandum of Understanding. It is recognized that during the term of this Memorandum of Understanding it may be necessary for Management to make changes in rules or procedures affecting employees in the unit. Where Management finds it necessary to make such changes it shall notify the Union indicating the proposed change prior to its implementation. Where such change would significantly affect the working conditions of a significantly large number of employees in the unit; where the subject matter of the change is subject to negotiations and where the Union requests to negotiate with Management, the Parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit. Any agreement resulting from such negotiation shall be executed in writing by all Parties hereto and, if required, approved and implemented by the Housing Authority’s Board of Commissioners, and becomes an amendment to this Memorandum of Understanding.

Section 4. It is recognized that the Housing Authority must comply with all applicable laws and with all administrative regulations promulgated by the U.S. Department of Housing and Urban Development, pursuant to the Annual Contributions and Administration Contracts between it and the Housing Authority.

Section 5. Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as possible. Such emergency assignments shall not extend beyond the period of the emergency. “Emergency” is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 6. The waiver of any breach, term or condition of this Memorandum of Understanding by either Party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Section 7. Caseloads & Reorganization

HACLA and AFSCME shall convene a Joint Labor Management Committee comprised of three members from each side to develop recommendations for modified/new work standards with the goal of implementing efficiencies and addressing safety concerns. The Committee shall meet at least quarterly, but may meet more frequently if requested by either the Authority or the Union.
IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of understanding for and on behalf of the Union and the Authority by their duly authorized representatives this 22nd day of March, 2019.

FOR THE UNION

Aaron Pearl
Claudia Rodriguez
Latrice Stingle
Leticia Leyva
Margarita Rodriguez
Silvia Luna
Dennis Brown
Octavio Jimenez

FOR THE AUTHORITY

Annie Markarian