July 1, 2018 – June 30, 2021

MEMORANDUM OF UNDERSTANDING

BETWEEN THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
AND
LOS ANGELES COUNTY BUILDING & TRADES COUNCIL
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MEMORANDUM OF UNDERSTANDING: By and between the Housing Authority of the City of Los Angeles, California (hereinafter referred to as “HACLA” or the “Authority”), and the Los Angeles County Building and Trades Council (hereinafter referred to as “LACB&T” or the “Council”), and both hereinafter collectively referred to as the “Parties.”

ARTICLE I
TERM

Section 1. DURATION. This Memorandum of Understanding shall be effective on November 1, 2018, and shall remain in effect until October 31, 2021.

Section 2. RENEGOTIATION.

a. Sixty (60) days prior to October 31, 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.

b. Each craft Local is entitled to one employee representative at the bargaining table.

c. The designated employee representative shall be released without loss of pay for the purpose of attending meetings when there is potential impact to that unit.

ARTICLE II
WAGES, PAYROLL AND DUES DEDUCTIONS

Section 1. WAGES

a. A 3% percent increase to current base salary for all current full-time LACB&T employees covered under this Memorandum of Understanding effective January 1, 2019.

b. A 3% percent increase to current base salary for all current full-time LACB&T employees covered under this Memorandum of Understanding effective January 1, 2020

c. A 3% percent increase to current base salary for all current full-time LACB&T employees covered under this Memorandum of Understanding effective January 1, 2021

d. Step 8 Equivalent at 2.5% effective July 1, 2019, for all permanent full-time HACLA employees with 8 or more years of service. Employees with
less than 8 years of service will receive a 2.5% increase upon reaching their 8th anniversary as a permanent full time HACLA employee.

c. No member of this bargaining unit shall have a base wage rate that is less than $15.00.

Section 2. 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. Employees on leave of absence will be mailed a copy of his/her check stub. Unique circumstances shall be mutually resolved on a case-by-case basis.

Section 3. BONUS PAY.

a. Spray Painters receive a two and one half (2.5%) percent bonus over painters.

b. Crew Chiefs in assigned classifications will be paid $1.00 more per hour.

Section 4. DEDUCTIONS. The Authority shall deduct regular membership dues for the appropriate unions affiliated with the Council from the paycheck of each employee covered by this Memorandum of Understanding who signs an authorization for such deductions on a form supplied by the Union. Upon receipt of written directions from the Council designating the local union for whom payroll deductions are desired, the Authority will remit same to the appropriate local unions.

Section 5. AUTHORIZATION. Dues will be deducted from the earnings of employees for the second pay period of each month, provided notice has been provided by the Union authorizing the deduction before the close of that pay period.

Section 6. MISSED DEDUCTIONS. If the employee has no earnings during the second pay period, the Authority will deduct all accrued arrears during the first pay period when earnings are available. In instances where a deduction is not taken from an employee who has authorized such deductions, the missed deductions(s) will be taken from subsequent salary payments. No such adjustment shall exceed twice the normal deduction per month.

Section 7. REMITTANCE. Remittance of the aggregate amount of all the dues and other proper deductions shall be made to the Los Angeles County Building and Trades Council by the Authority within fifteen (15) calendar days after the conclusion of the pay period in which all deductions were made.
Section 8. SECURITY. Payroll deductions for membership dues shall be enforced through the term of this agreement as provided in Article I and shall be exclusive on behalf of the Los Angeles County Building and Trades Council.

Section 9. INDEMNIFICATION. The Los Angeles County Building and Trades Council agrees to indemnify, defend and hold the Authority harmless against any claims made of any nature and against any suit instituted against the Authority arising from the deductions of Union dues or other deductions. The Los Angeles County Building and Trades Council will have no monetary claim against the Authority by reason of any failure to properly execute deductions.

ARTICLE III
UNION RECOGNITION

Section 1. CLASSIFICATIONS. The Authority recognizes the Council as the sole and exclusive representative for all Building Trades and related employees included in the following classifications:

Building Repairer
Carpenter
Carpenter Crew Chief*
Cement Finisher Crew Chief*
Electrician
Electrician Crew Chief*
Gardener Caretaker
Glazier
Heavy Equipment Operator
Laborer
Laborer Crew Chief*
Locksmith
Maintenance Worker**
Painter
Painter Crew Chief*
Plasterer
Plasterer Crew Chief*
Plumber
Plumber Crew Chief*
Regional Senior Gardener II
Residence Cleaner
Senior Gardener
Senior Gardener II
Spray Painter
Tile Setter

*Does not include per diem crew chiefs.
**Maintenance Workers positions are specifically for Section 3 Resident Hires.**

Building inspections will be performed by an outside business concern.

The Authority has the option to create regional mowing teams.

Section 2. BASIS FOR DETERMINING.

a. The basic duties for the foregoing classifications shall be established in accordance with the appropriate section of the Personnel Rules and set forth in the official class specifications on file in the Human Resources Department, and by reference made a part of the Memorandum of Understanding.

b. The Parties agree that all employees covered by the Memorandum of Understanding will be required to perform only the duties as defined in said classifications, except in cases of emergency or temporary absence of other employees as provided in the appropriate section of the Personnel Rules.

c. Pay rates shall be established on the basis of job classifications 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.

d. The Council recognizes the responsibility of the Authority to establish pay rates for Manual and Maintenance employees in accordance with determination made by the U.S. Department of Housing and Urban Development in accordance with Section 16(2) of the United States Housing Act of 1937, as amended, and Section 215 of the Annual Contribution Contract between the Authority and the Department of Housing and Urban Development. However, the Parties mutually recognize the Council's right to present pertinent factual data relating to local pay rates applicable to each of the classifications covered by the Memorandum of Understanding and submit pertinent comments, suggestions or recommendations for consideration by the appropriate wage determining authority or authorities.

Section 3. TEMPORARY POSITIONS. Positions established for a temporary assignment regardless of the time frame shall be considered temporary and shall be paid as follows:
a. **Temporary Appointments.** The hourly wage for Journeymen per diem employees shall be 90% of the commercial rate and 100% of the fringe. Classifications, which do not require an apprenticeship in the Trades, such as Building Repairer, with be paid at the negotiated rate and will be offered benefits through HACLA, as established for temporary positions.

b. **Per Diem Employees.** Per Diem employees are hired under the Hiring Hall Agreement, Resolution Number 6027. There is no time limit on the hiring of these employees. Per Diem employees are outside the bargaining unit.

The Authority shall have the right to hire, consistent with current practices in use by Force Account and the Hiring Hall, per diem apprentices from the Hiring Hall or based upon union referral to provide assistance to journey level painters on an as needed basis to prepare vacant units for painting and to perform other maintenance related painting duties.

**Section 4. HOURS OF WORK.**

a. **Regularly Scheduled Work Period.** Except as otherwise provided in this Section, the hours of employment shall not exceed eighty (80) in the fourteen (14) day pay 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) working days’ notice of any change in the regularly scheduled work week. When the regularly scheduled work week is other than Monday through Friday, said work week 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.** The regular scheduled work day shall be 8 hours between 6:00 a.m. to 5:00 p.m., except as otherwise provided by mutual agreement between the Parties or unless changed as part of an alternative work schedule. The regularly scheduled work day may not change without at least five (5) working days notice.

c. **Lunch/Break Times.**
   Lunch – 30 minutes
   Breaks – 15 minutes morning break & 15-minute afternoon break

**Section 5. STANDBY PAY.**

a. **Primary Status.** Los Angeles County Building and Trades employees who are placed on Primary standby status shall receive nine (9) hours pay at
their regular salary for each seven (7) day period of assignment to such status.

b. **Secondary Status.** Los Angeles County Building and Trades employees who are placed on secondary status shall receive three (3) hours pay at their regular salary for each seven (7) day period of assignment to such status.

c. **Cell Phones/Two-way Radios.** Cell phones and/or two-way radios will be provided to employees assigned to stand-by status.

d. The Authority will make every effort within the limits of operational efficiency to make assignments to Standby status on an equitable basis.

Employees who cannot be contacted while on Standby status shall be subject to disciplinary action, as outlined in the Personnel Rules, and no Standby compensation shall be paid for the period of assignment.

e. **On-call Transportation and Personal Vehicle Storage:** As an accommodation to all on-call staff, the following options are available for vehicle storage:

1. On-site storage of their personal vehicle when taking home a HACLA vehicle for on-call duty. Management will ensure there is space in the maintenance yard to store a vehicle for on-call personnel. HACLA is not liable for any damage that may occur for employees who choose this option.

2. Access to the maintenance yard to allow access to retrieve the on-call vehicle the Sunday prior to the on-call shift so that there is no need to leave a personal vehicle on-site. An hour of pay will be given to allow for early retrieval of the HACLA vehicle on the Sunday night prior to the beginning of the shift.

Staff are not required to utilize the options set forth above. They may still make their own arrangements for being dropped off at work or making use of public transportation to mitigate any vehicle storage while on-call. Staff may not drop off their personal vehicle during regular working hours.

**Section 6. ROTATING ON-CALL LIST AND VOLUNTARY ON-CALL LIST.**

a. **Plumbers** shall be required to be on-call on a rotating basis with 1 pass exemption per year per employee. When the employee uses a pass in the rotation, he or she shall not receive on-call stipend pay (aka Primary and Secondary Standby Pay). Some employees may be exempted if he or she meets federal, state or local exemption status. The Authority shall have the right to contract out this emergency work as necessary only if on-call
plumbers are unavailable and plumbers on the voluntary on-call list are unavailable.

b. **Carpenters** shall be required to be on-call on a rotating basis with 1 pass exemption per year per employee. When the employee uses a pass in the rotation, he or she shall not receive on-call stipend pay (aka Primary and Secondary Standby Pay). Some employees may be exempted if he or she meets federal, state or local exemption status. The Authority shall have the ability to contract out after hours carpentry work as needed including but not limited to board ups only if on-call carpenters are unavailable and the carpenters on the voluntary on-call list are unavailable followed by other classifications on the voluntary on-call list is unavailable.

c. **Electricians** shall be required to be on-call on a rotating basis with 1 pass exemption per year per employee. When the employee uses a pass in the rotation, he or she shall not receive on-call stipend pay (aka Primary and Secondary Standby Pay). Some employees may be exempted if he or she meets federal, state or local exemption status. The Authority shall have the right to contract out this emergency work only if on-call electricians are unavailable and electricians on the voluntary on-call list are unavailable.

d. The Authority shall have the right to contract out graffiti removal services on a site by site basis only if per diem painters, Hiring Hall Painters are unavailable.

e. The establishment of a voluntary on-call list of various trades whereby staff provides contact information.

**Section 7. WORKING OUT OF CLASSIFICATION.** Employees who are appointed by the appropriate Department Head or assigned designee to work in a higher classification shall receive the pay rate of the said higher classification after ten (10) continuous working days.

**Section 8. STIPENDS.**

a. **Riding Lawn-Mower Operation Stipend:**

The riding lawnmower operation stipend is eliminated effective February 28, 2019.

b. **“Stinger Truck” Operation Stipend:**

The Stinger Truck operation stipend is eliminated effective February 28, 2019.
c. Training and Certification to operate Riding Lawn-Mowers, Stinger Trucks, Skid Steers and Similar Class Equipment:

1. Training and certification for Riding Lawn Mowers, Stinger Trucks and Skid Steers is mandatory for all Gardener classifications, including but not limited to Gardener/Caretaker, Senior Gardener and Gardener II, and is an essential function for these positions. The Authority may require Gardener Classifications to obtain certification and operate other similar class equipment as operational needs evolve.

Section 9. Contracting. No additional contracting of bargaining unit work as of July 1, 2015 through October 31, 2021 except as follows: Contracting out of maintenance services for any HACLA redeveloped properties is carved out of this agreement and will be addressed by the parties in a separate meet and confer to the extent required under the Meyers-Milias Brown Act and any other applicable law.

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.

Responsible managers will create and manage a rotating list for the purpose of tracking overtime. All overtime assignments will be distributed as equitably as possible and each employee assigned to the responsible manager will have an opportunity to accept overtime assignments when they become available. On an as needed basis, the responsible manager will determine the number of overtime hours for a project, which shall be submitted to the department head and/or his/her designee for approval.

Section 2. RATES. Employees will be paid for overtime at the rate of one and one-half (1½) hours for every hour worked up to a maximum of one hundred (100) hours at any one time in a pay period.

Section 3. DETERMINATIONS. For the purpose of this Memorandum of Understanding, overtime represents time worked under the following conditions:
a. Time worked in excess of 8 hours in a workday; however, 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 9/80 Plan).

b. Time worked beyond the normally scheduled work week.

c. Paid time off is not included in determining or calculating overtime.

d. On a holiday, or day off in lieu of a holiday, except that where an employee works both such days, the accrual of overtime attributable to the holiday shall be limited to one (1) day.

**Section 4. CALCULATIONS.**

a. Overtime shall be computed in tenth-hour units as follows:
   - 1 – 6 minutes worked - .1 hours
   - 7 – 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

b. 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.

c. Reimbursement for travel time will be limited to actual bus fare for “call back” or mileage paid consistent with the Authority's current mileage reimbursement procedure.

**ARTICLE V**

**HOLIDAYS, GENERAL LEAVE AND OTHER ABSENCES**

**Section 1. UNAUTHORIZED/AUTHORIZED LEAVE DEFINED**

a. **Unauthorized.** Unauthorized is defined as an absence from duty which has not been authorized in accordance with provisions of this Section or the Personnel Rules. Employees on unauthorized absence received no pay and may be subject to disciplinary actions or considered to have
resigned (or abandoned) their position in accordance with the appropriate section of the Personnel Rules.

b. Authorized. Authorized absence or "leave of absence" is defined as an approved absence by management under the provisions of this Section or the Personnel Rules, 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. SERVICE CREDIT IN ACCRUING LEAVE BENEFITS.

Employees shall accrue general leave benefits for any pay period in which they earn wages or are on a leave of absence with pay.

Section 3. HOLIDAYS

a. The Authority has determined the following as Holidays:
   New Year's Day
   Presidents' Day
   Memorial Day
   Labor Day
   Thanksgiving Day
   Christmas Eve Day
   New Year's Eve Day
   Martin Luther King's Birthday
   Cesar Chavez Day
   Independence Day
   Veteran's Day
   Day after Thanksgiving
   Christmas Day

b. Permanent full time employees are eligible to receive twelve (12) hours per year as floating holiday hours.

Section 4. HOLIDAY CREDIT FOR EMPLOYEES ON LEAVE WITH PAY. If a holiday or a 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; provided, that where the employee is on partial pay sick leave, the employee shall be compensated for the holiday on a partial pay basis. No deduction shall be made from the accrued amount of leave available.

Section 5. BEREAVEMENT LEAVE.

A paid leave of three (3) work days (or five (5) workdays for out of state travel or travel in excess of 300 miles) per incident shall be granted (with acceptable proof of death and relationship), upon request, to an employee when any member of the employee's immediate family dies. "Immediate family" means those relatives or step relatives bearing the following relationship to the employee or employee's spouse: Spouse, domestic partner, mother, father, son, daughter, sister, brother, grandparent, grandchild, aunts or uncles.
Paid bereavement leave is capped at three (3) bereavements per calendar year. 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.

Section 6. FAMILY LEAVE.
As required by State and Federal law, the Housing 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) workweeks 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.

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 request leave, the Housing 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. If an employee request leave for his/her own serious health condition, in addition to concurrently exhausting other leave, the employee must also exhaust sick leave.

f. The HACLA 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.

Section 7. GENERAL LEAVE.

a. General Leave. The Authority established a general leave plan for the Council. All accrued sick and vacation leave on the books effective December 31, 2008, shall remain in those categories and be available for use by the employee, and be counted toward the maximum accrual of general leave.

b. Definition. General leave is any approved absence with pay from regularly scheduled work for any purpose.

c. General Leave Provision. General leave must be approved by the department head. For purposes of computing general leave usage,
regularly assigned days off shall not be counted as “working days.” General leave shall be paid at the employee’s rate of pay in effect during the leave taken.

Section 8. ACCRUAL AND AVAILABILITY.

a. Accrual. Full time permanent employees shall accrue general leave as noted below for each full pay period of service. General leave accrued in one (1) pay period will be available for use in the next succeeding pay period.

<table>
<thead>
<tr>
<th>General Leave Accrual by Seniority</th>
<th>Annual Accrual</th>
<th>Accrual per pay period</th>
<th>Accrual Cap / Maximum Balance (as of 12/1/17)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employees hired prior to 10/1/15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-4 years</td>
<td>176.4 hours</td>
<td>6.78 hours</td>
<td>700 hours Capped</td>
</tr>
<tr>
<td>4-10 years</td>
<td>216 hours</td>
<td>8.31 hours</td>
<td>700 hours Capped</td>
</tr>
<tr>
<td>10+ years</td>
<td>256.8 hours</td>
<td>9.88 hours</td>
<td>700 hours Capped</td>
</tr>
<tr>
<td>Employees hired on/after 10/1/15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-3 Years</td>
<td>136 Hours</td>
<td>5.23 hours</td>
<td>360 Hours Capped</td>
</tr>
<tr>
<td>3-4 Years</td>
<td>176.4 Hours</td>
<td>6.78 hours</td>
<td>480 Hours Capped</td>
</tr>
<tr>
<td>4-10 Years</td>
<td>216 Hours</td>
<td>8.31 hours</td>
<td>700 Hours Capped</td>
</tr>
<tr>
<td>10+ Years</td>
<td>256.80 Hours</td>
<td>9.88 hours</td>
<td>700 Hours Capped</td>
</tr>
</tbody>
</table>

b. The accrual of general leave will be as follows for employees hired before October 1, 2015:

1. Permanent full-time employees hired before October 1, 2015, with less than 4 years of service shall accrue general leave at a rate not to exceed 6.78 hours per pay period. A maximum number of 176.40 hours per year of general leave shall be accrued.

2. Permanent full-time employees hired before October 1, 2015, with four (4) years of service, but less than ten (10) years of service shall accrue general leave at the rate not to exceed 8.31 hours per pay period. A maximum number of 216.00 hours per year of general leave shall be accrued.

3. Permanent full-time employees hired before October 1, 2015, with ten (10) years of service shall accrue general leave at the rate not to exceed 9.88 hours per pay period. A maximum number of 256.8 hours per year of general leave shall be accrued.
4. Effective 12/1/2016, General Leave accrual shall not exceed eight hundred (800) hours.

5. Effective 12/1/2017, General Leave accruals shall not exceed seven hundred (700) hours.

c. The accrual of general leave will be as follows for employees hired on or after October 1, 2015:

1. Permanent full-time employees hired on or after October 1, 2015, with less than three years of service shall accrue general leave at a rate not to exceed 5.23 hours per pay period for an annual accrual of 136 hours per year of general leave. General leave accrual is capped at 360 hours.

2. Permanent full-time employees hired on or after October 1, 2015, with at least three (3) years of service but not more than four (4) years of service shall accrue general leave at a rate not to exceed 6.78 hours per pay period for an annual accrual of 176.4 hours per year of general leave. General leave accrual is capped at 480 hours.

3. Permanent full-time employees hired on or after October 1, 2015, with at least four (4) years of service but not more than ten (10) years of service shall accrue general leave at a rate not to exceed 8.31 hours per pay period for an annual accrual of 216 hours per year of general leave. General leave accrual is capped at 700 hours.

4. Permanent full-time employees hired on or after October 1, 2015, with 10 years of service shall accrue general leave at a rate not to exceed 9.88 hours per pay period for an annual accrual of 256.8 hours per year of general leave. General leave accrual is capped at 700 hours.

d. Fractional or Part-Time Assignments: Employees on fractional or part-time assignments shall accrue general leave proportionate to a full-time assignment. Percentage of the part-time accrual is to be determined by the annual budget. General leave shall be accrued only on total assignments of twenty (20) hours a week or more.

e. Holidays While on General Leave. If a recognized holiday for which the employee is eligible falls within an approved paid leave, the employee shall be paid for that day as a holiday and the accrual for general leave shall not be debited for that day.

f. General Leave for Reemployed and Reinstated Employees. Notwithstanding other provisions of these rules, for annual leave purposes
only, eligible reemployed and reinstated employees shall receive service
credit for the most recent, prior regular employment and shall accrue general
leave commencing with the effective date of such reinstatement or
reemployment at the current accrual rate applicable to the service credit they
received as described in paragraph 9.1 above.

g. **Cash-out of General Leave During Employment:** Employees hired on
or before July 1, 2015, are permitted to cash out up to 50 hours of accrued
and unused general leave twice annually. Employees must maintain a
minimum of 240 hours of General Leave after cash out. Employees hired after
July 1, 2015, are not permitted to cash out general leave at any time during
the first three years of employment. Cash-outs shall be in June and
December of each year.

h. **Cash-out of General Leave Upon Separation:** Upon separation from
the Authority, employees shall be paid for all accrued but unused general
leave hours up to their maximum accrual cap.

i. **Scheduling Leave.**

1. Departments shall use good faith efforts to afford employees time off
for accrued leave to avoid reaching maximum accumulation.

2. Leave shall be taken at a time convenient to the Authority. Managers
shall assume the initiative and responsibility within the first sixty (60)
days of the new calendar year for establishing and confirming leave
schedules to fit the needs of their work programs. Where need for
additional support is anticipated, the responsible Manager shall obtain
approval of same before establishing leave schedules. The following
requirements shall be observed in carrying out such responsibility.

3. When two (2) or more employees request the same or overlapping
leave periods, the request of the employee with the highest seniority
shall prevail over all others.

4. When the dates of an employee’s leave has been firmly established,
the responsible supervisor shall give the employee no less than ten
(10) working days notice of any change in such employee’s leave
schedule. Otherwise, the employee shall have the right to take leave at
the scheduled time unless the employee voluntarily agrees to delay
taking leave for the convenience of the manager. 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
manager.
5. In the following circumstances, if the need for general leave is foreseeable, employees shall provide reasonable advance notification. If the need for leave is unforeseeable, employees shall provide notice of the need for leave as soon as practicable.
   i. The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee.
   ii. The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee's family member. For the purpose of this provision, family member includes a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), parent (biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), spouse, registered domestic partner, grandparent, grandchild, or sibling.
   iii. For an employee who is a victim of domestic violence, sexual assault, or stalking to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 1. PURPOSE. The purpose of the Grievance Procedure is to provide a just and 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 interpretation or application of the provisions of written rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his immediate supervisor, or as otherwise specifically provided in this Memorandum of Understanding.

b. "Work days" means 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 Union/Management 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 employees with less seniority within that classification.

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

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

f. Matters in which an alternate resolution procedure is provided in the Personnel Rules.

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. NON-BINDING COMMUNICATION. Processing and discussion of the merits of a complaint by the Authority shall not be considered a waiver of the right of the Authority to assert that the matter is not grievable or that the grievance should be denied for procedural or other reasons which do not go to the merits. The processing of a non-grievable or procedurally defective complaint may be terminated at any time by the Authority.

Section 7. EMPLOYEE RIGHTS AND RESTRICTIONS.

a. An employee shall have the right to represent himself or herself individually in the presentation of grievances or may have representation
of his or her choosing. If an employee elects to be represented in a grievance, the Authority shall commence communicating directly with the representative in processing the grievance unless otherwise directed by the grievant. The grievant may be required by the appointing authority to be present during any stage of the grievance procedure.

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.

c. Any 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 insure that such absence will not duly interfere with the Authority operations.

d. If 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 that Authority or the grievant, and may attend grievance hearing on paid Authority time, except as limited above.

f. In the event an employee elects to represent himself or herself, from the inception of the (alleged) grievance and/or has become involved in a Procedural “steps” without consulting with or formally requesting representation by the Union Representative and the Union has had reasonable opportunity to determine the merits of the complaint or grievance issue(s), the Union is thereby relieved of an obligation to represent the employee in said grievance. Further, the Union shall not be obligated, after investigation and consideration of the facts pertaining to a grievance, if the Union deems it to have insufficient merit.

Section 8. 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 be shortened, extended, or waived, but only in writing or by recorded stipulation.
Section 9. REQUIRED INFORMAL DISCUSSION. Before filing a formal written grievance, the employee shall attempt to resolve the dispute by presenting the complaint to the immediate supervisor and discussing it with the supervisor.

Section 10. PROCEDURES.

a. **Step One.** Within ten (10) work days after the grievant knew of the occurrence of the facts upon which the grievance is based, the grievance must be presented in writing to the immediate supervisor upon the Grievance Procedure Form, signed and dated by grievant. The grievance must state the facts upon which the grievance is based, identifying the specific provisions of the Personnel Rules which are alleged to have been violated, and specify remedy requested.
   1. A meeting shall be held between the grievant and the immediate supervisor within ten (10) work days from presentation of the grievance.
   2. The supervisor shall render his or her decision in writing within the (10) work days 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.

b. **Step Two.** If the grievance is not resolved in Step One, the grievant may, within ten (10) work days after the service of the decision in Step One, present a written grievance to the department head with a copy to the Human Resources Department. Within ten (10) work days from receipt of the grievance, the department head, or designee, shall arrange a meeting with the grievant to discuss the matter. The Department Head or designee shall render his or her decision in writing within ten (10) work days 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.

c. **Step Three.** An employee whose grievance is not satisfactorily resolved by the appropriate Department Head may request a hearing before the President and CEO or the President and CEO’s designee in accordance with the following provisions. Request must be made by written memorandum within the (10) work days from the date the Department Head rendered a decision. A formal hearing with the President and CEO or the President and CEO’s designee shall be held within ten (10) work days from the date the appeal is received. The President and CEO or the President and CEO’s designee shall render a decision in writing, within thirty (30) work days from the date of the hearing. This decision shall be handed or mailed certified to the employee. The decision of the President and CEO or the President and CEO’s designee shall be final.
ARTICLE VII
DISCIPLINE

Section 1. DEFINITIONS.

a. "Suspension" means either the temporary removal or an employee from such employee's position without pay as a disciplinary measure; or the removal of an employee during investigation of charges pending dismissal. An employee may be removed with or without pay during investigation as determined by the Personnel Officer.

b. "Reduction in Pay" means a decrease in salary to a lower step within the salary range for disciplinary purposes. The Authority may only reduce an employee one step per discipline. The step reduction may not exceed one year or 10% of the employee's salary.

c. "Discharge" means the separation, dismissal or removal of any employee from employment with the Authority for cause.

d. "Demotion" means a reduction in classification and pay for cause.

Section 2. AUTHORITY TO SUSPEND, REDUCE IN PAY, DEMOTE OR DISCHARGE. Department head for cause may suspend, reduce in pay, demote or discharge employees under their jurisdiction subsequent to notifying the President and CEO and the Human Resources Department of such action and further, subject to the provisions of this section.

A Department head or his/her designated representative shall conduct an investigation into any incident for which discipline is being considered. The investigation, interviews, and any subsequent report shall be concluded within 90 days from when management was made aware of the incident and a determination shall be issued and provided to the employee. The 90 day provision shall not apply should there be extenuating circumstances beyond the Authority’s control; however, the Authority shall keep the applicable parties informed as to the status of the matter and potential changes to timelines.

Section 3. CAUSES FOR SUSPENSION, REDUCTION IN PAY, DEMOTION OR DISCHARGE. No employee having regular status may be suspended, reduced in pay, demoted or discharged except for cause. Examples of specific causes which meet this requirement are as follows:

a. Incompetency, inefficiency, insubordination, discourteous treatment of the public or fellow employees.
b. Use of alcohol beverages on the job or on Authority property or reporting for duty in an intoxicated condition.

c. Use or possession for use or sale of illegal narcotics or controlled substances on the job or on Authority property or reporting for duty under the influence of narcotics or controlled substances.

d. Receipt of a performance rating below the point set by the President and CEO as acceptable provided the rating is supported by proof of the factors on which it is based.

e. Violation of the Authority's Substance Abuse Policy.

f. Participation in political activity on Authority property or any other political activity in contravention of the Hatch Act as amended or Authority policy.

g. Excessive absenteeism or tardiness from work or abuse of sick leave privileges.

h. Inexcusable absence without leave.

i. Mental or physical impairment which renders the employee unable to perform the essential functions of the job and no reasonable accommodation can be provided.

j. An indebtedness status which is in conflict with or otherwise adversely affects the best interest of the Authority. Three (3) processed garnishments within one (1) year shall be considered contrary to the Authority's best interest under this provision.

k. Making of material false representations in connection with employment, retention, or promotion by the Authority, including falsification of statements on the Application for Employment form or resume.

l. Purposeful disclosure of bids in advance of bid openings.

m. Willful violation of any part of these rules.

n. Employment in addition to that of the Authority which is in conflict with the best interest of the Authority.

o. Any fraternization with tenants detrimental to the landlord-tenant relationship or which otherwise tends to or could be perceived to compromise the Authority's fiduciary relationship with its tenants.
p. Participation in any monetary transaction in the form of wagering, gambling or games of chance, whether legal or not, on Authority premises.

q. The conviction of either a misdemeanor or a felony involving moral turpitude or related to the employee's job shall constitute grounds for dismissal of any employee. The record of conviction shall be conclusive evidence only of the fact that the conviction occurred. The Personnel Officer may inquire into the circumstances surrounding the commission of the crime in order to fix the degree of discipline, or the determination if such conviction is an offense involving moral turpitude or related to the employee's job. A plea or verdict of guilty, or a conviction showing a plea of nolo contendere made to charge a felony or any offense involving moral turpitude, is deemed to be a conviction within the meaning of this Section. The Personnel Officer may suspend or dismiss said employee when a judgment is rendered by the court after a plea, a jury verdict or court decision, irrespective of a subsequent order under the provisions of Section 1203.4 of the Penal Code of the State of California allowing such person to withdraw his plea of guilty and enter a plea of not guilty, or setting aside a verdict of guilty, or dismissing the accusation or indictment.

r. Improper or unauthorized use of Authority property.

s. Any willful act of conduct either during or outside of duty hours which is of such a nature that it causes discredit to the Authority, the employee's department or division.

t. Carelessness or negligence in the care and handling of Authority property.

u. Violation of the rules and regulations published in any department.

v. Resistance following instructions or directions.

w. Violating safety standards.

x. Acceptance from any source of reward, gift or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.

y. Working overtime without authorization.

Section 4. DISCHARGE, DEMOTION, REDUCTION IN PAY AND SUSPENSION PROCEDURE.
a. Notice of Intent. Whenever a responsible supervisor intends to suspend for five (5) days or more, reduce in pay, demote or discharge a regular employee, the supervisor shall notify the Human Resources Department and give the employee a written Notice of Intent to Discipline which includes:

1. The discipline action intended.

2. The specific charges upon which the action is based.

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

4. Notice of the employee’s right to respond to the charges either orally or in writing to the department head or designee.

5. Copies of all the materials upon which the intended discipline is based.

6. The date, time and person before whom the employee may respond in no less than five (5) days.

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

b. Final Notice. If, after the response or the expiration of the employee’s time to respond to the Notice of Intent, the department head or designee 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 upon the date stated in the notice.

Section 5. SERVICE OF NOTICE. Unless otherwise provided by law, whenever any notice, paper or document is to be given to or served upon any person, such notice, paper, or document may be personally served or it may be served by mailing to the last address provided in writing by the employee to the Authority. Service is complete upon mailing by return receipt mail. The employee has the obligation of keeping the Authority apprised of their current address.

Section 6. REMOVAL OF EMPLOYEE FROM DUTY.

a. Where retention in active work status would be detrimental to the best interest of the Authority, employee or other employees, the employee may be removed from duty immediately or within less than ten (10) work days after service of the Notice of Intent. However, such removal shall not cause the employee loss of pay or benefits except as provided in (b) of this section.
b. Whenever the employee has committed an overt act of misconduct which posed or continues to pose a clear and present threat to the health and/or safety of persons on property owned or managed by the Authority, such employee may be removed immediately from duty and from pay status. The employee may also be suspended without pay pursuant to Section 108:0901(a).

Section 7. APPEAL PROCEDURES. Whenever a regular employee has been discharged, demoted, reduced in pay in an amount equal to a five-day suspension or greater, or suspended without pay for five (5) or more work days, such employee may appeal according to the following procedure:

a. Within ten (10) work days after mailing 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 relief sought. Every Notice of Appeal shall be signed by the appellant.

d. Within ten (10) work days after receipt of the Notice of Appeal, the President and CEO or his designee shall meet with the appellant.

e. At this meeting, the department and employee may present an argument why the employee should or should not be disciplined. This meeting is not an evidentiary hearing.

f. Within ten (10) work days after the meeting, the President and CEO or his designee will render a decision and communicate it to both parties.

g. If the employee is not satisfied with this decision, the employee may appeal the disciplinary action to the Commission.

h. This appeal shall be taken by way of written Notice of Appeal filed with the Commission within ten (10) work days of receipt of the President and CEO or designee’s decision.

i. 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.

j. The human resources committee of the Commission shall determine whether the appeal will be heard by the entire Commission or two or more members of the Commission will be assigned to a Hearing Officer to conduct the hearing on the appeal.

k. The Commission, Commission members, or the Hearing Officer shall hear the matter and shall render a written decision after the conclusion of the hearing. The conduct of the appeal process is set forth in Section 108:19.

l. If the decision is rendered by the Hearing Officer, it shall be advisory to the Commission. The Commission shall review the advisory recommendation of the Hearing Officer and render a decision.

m. The decision of the Commission shall be final and binding.

n. Any award of back pay to an employee shall be computed by deducting unemployment benefits received and other compensation paid to the employee during the period for which back pay is owed.

Section 8. APPEAL TO THE COMMISSION. All appeals to the Commission must be made in writing and directed to the Chairperson.

a. HEARING BODY
Upon receiving an appeal which complies with the foregoing, the Commission shall consider the matter at its next regular meeting and determine at that time whether the matter shall be heard before the entire Commission or two (2) or more members thereof and if the latter shall make such appointments as may be appropriate. The Commission may elect to designate a hearing officer. The Hearing Officer will be selected from the State Mediation and Conciliation Service through the mutual striking of names.

b. NOTICE OF HEARING
The Commission, delegated members thereof, or designated hearing officer shall set the matter for hearing and shall provide at least ten (10) work days notice in writing to the appellant of the date and place of said hearing. The Commission shall set the hearing date as soon as possible if the Commission is to conduct the hearing. All hearings will be private unless the appellant request that the hearing be open to the public at least three (3) work days ahead of the hearing.

c. PRE-HEARING PROCEDURE
Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Human Resources Director a list of all witnesses and all exhibits to be used for direct examination.

The employer's exhibits shall be designate by number. The employee or association exhibits shall be designated by alphabetical letter. Neither party will be permitted to call during the hearing a witness not identified pursuant to this section not use any exhibit not provided pursuant to this section unless that party can show that they could not reasonably have anticipated the prior need for such witness or exhibit or the witness or the exhibit will be primarily used for cross examination or rebuttal.

d. RIGHTS OF THE APPELLANT
The appellant shall be required to attend the requested hearing and may be entitled to:
1. Testify under oath.
2. Request Authority employees to testify in the appellant's behalf.
3. Cross-examine all witnesses and participants in the hearing.
4. Present such evidence as the Commission, Commission members or hearing officer deems pertinent to the inquiry.
5. Argue appellant's own case.

The appointing power and any other person whom the Commission, Board, or hearing officer finds to be interested in the matter shall be entitled to the same rights.

Failure of the appellant to appear for the hearing, without reasonable and just cause, shall be deemed a retraction of the appeal.

e. CONDUCT OF THE HEARING
The burden of proof, which is preponderance of evidence, is on the appointing power; therefore, it will be the responsibility of the Authority to present its case to the Commission.

The appellant or a representative may then present their case. The hearing shall be formal but not conducted according to the technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence of which responsible persons are accustomed to rely.
Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

The Commission, members of the Commission, or Hearing Officer, prior to or during a hearing, may grant a continuance for any reason believed to be important to reaching a fair and proper decision.

f. TESTIMONY OF APPELLANT
The appellant may be required to testify or be cross examined as to any matter relevant to the hearing.

g. FINDINGS AND DECISION
If the hearing is not held before the full Commission, written findings shall be submitted to the Commission for its approval/disapproval. If the Commission accepts such findings, it need not read the record of the hearing; if it declines to accept such finding, it must read the record after which it may adopt the findings made by the Hearing Board, or hearing officer of make its own findings.

h. TRANSCRIPT OF THE HEARING
Hearings shall be recorded by tape; if a court reporter is requested, the cost of said record shall be borne by the party requesting the transcript.

Section 9. Weingarten Rights. Weingarten rights refers to the rights of employees to have present a union representative during investigatory interviews.

If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request union representation. Obtaining representation cannot extend the process more than 5 days without written agreement from both parties of the extension.

ARTICLE VIII
AMERICANS WITH DISABILITIES ACT (ADA)

Section 1. Americans with Disabilities.
a. Because of 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 Housing Authority and the Council agree that the provisions of this Agreement may be disregarded in order for the Housing 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.

b. The Council recognizes that the Housing Authority has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Council will be notified of these proposed accommodations prior to implementation by the Housing Authority.

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

ARTICLE IX
RETIREMENT AND EMPLOYEE BENEFITS

Section 1. RETIREMENT.

The 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.

1. The HACLA contracts for the following optional benefits through PERS retirement.

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

4. 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. TUITION REIMBURSEMENT CONTRIBUTIONS.** Full-time permanent employees covered under this bargaining unit may participate in HACLA’s Tuition Reimbursement Program on the terms and conditions set forth therein.

**Section 3. UNIFORMS.**

a. **Uniform allowance.**

1. All new employees will receive an initial uniform allocation of four (4) sets.

2. Employees in the Los Angeles County Building and Trades will receive three (3) new sets of uniforms annually on their anniversary dates. The Authority will offer maintenance employees the option of either overalls or pant/shirt combination.

b. **Uniform maintenance allowance.** Permanent employees shall receive a monthly uniform allowance in the amount of $45.00 to be paid on the first pay period of each month effective April 2019. This reflects a three dollar increase.

**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 Risk Management to recover funds.

Section 6. HEALTH BENEFITS

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

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

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

d. For those employees who opt out of the Medical insurance provision as stated above, HACLA, upon receipt of "other coverage certification" as defined under the Affordable Care Act, will be paid $250 per month in lieu of insurance.

e. Current employees who opted out of the 2017 open enrollment (in calendar year 2016), and continue to opt out will continue to be grandfathered in at $450 cash out on a monthly basis. Once grandfathered employees opt in to the insurance plan, this clause no longer applies to them.

Section 7. LIFE INSURANCE.

a. The Housing Authority agrees to maintain Group Life Insurance in the amount of $20,000.

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

Section 8. LONG-TERM DISABILITY. The Housing Authority agrees to maintain Long-Term Disability for permanent employees.

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

Section 10. EMPLOYEE ASSISTANCE PROGRAM. The Housing Authority agrees to maintain an Employee’s Assistance Program.
Section 11. SECTION 125 PLAN. The Housing Authority agrees to maintain a Flexible Spending Account (Section 125 Plan) as provided under section 125 of the Internal Revenue Codes.

ARTICLE X
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. PLEDGE AGAINST DISCRIMINATION. The provisions of this Memorandum of Understanding shall be applied equally to all employees of the Bargaining Unit without discrimination on the basis of any legally protected category or status. Protected categories include, but may not be limited to the following: race; color; religion; national origin; sex (including sexual harassment); age (over 40), disability (mental and physical); marital status; sexual orientation; gender, gender identity, and gender expression; ancestry; medical condition; genetic information; military and veteran status, any other protected classification as defined by the California Fair Employment and Housing ACT (FEHA), and retaliation for having filed a discrimination complaint. The responsibility for applying this provision of the Memorandum of Understanding is equally shared by the Authority and the Union.

ARTICLE XI
AIR QUALITY MANAGEMENT DISTRICT (AQMD)

Section 1. PARKING. Permits parties to address issues as they arise to comply with Regulation XV.

ARTICLE XII
AUTHORITY RIGHTS AND RESPONSIBILITIES

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. It is expressly recognized that such rights, powers, authority and functions include, but are by no means limited to, the rights to establish and administer policies, procedures and standards to direct and schedule the work force; 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 requirement; to control and regulate the use of facilities, supplies, equipment and other property; to determine the number, location and operation of work sites; 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 regardless of whether or not the same cause a reduction in the work force; to establish and change reasonable rules, regulations, policies and practices; 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 operations 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.

The Council further recognizes the right of the Authority to perform any of its maintenance operations by private contract. The Authority agrees that to the extent permitted by law and consistent with economy of operations, it will use its best efforts to secure only responsible contractors and purchase materials, supplies and equipment which will not create labor strife and thereby defeat the basic purpose of this Memorandum of Understanding.

ARTICLE XIII
SAVINGS CLAUSE

Section 1. MEMORANDUM OF UNDERSTANDING. 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 Council 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. INVALIDATION. 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 XIV
UNION MEMBERSHIP

Section 1. MEMBERSHIP. Union membership is considered advantageous to employees and to the Authority. The Council agrees to assist employees of the Authority in securing membership in appropriate unions affiliated with the Council provided the basis and terms of membership for said applicants shall be the same as for all other applicants of the appropriate unions.
Section 2. COMMUNICATION. The Authority agrees to provide the use of current bulletin board space in each office, development and division for the posting of official union announcements, newsletters, election results, announcement of social affairs, etc. All official announcements to be posted will be dated and signed by a recognized union official. All material to be posted must receive prior approval by the Personnel Officer.

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 LACB&T within fifteen (15) calendar days after the date of deductions. All other legal and required deductions shall have priority over dues deduction.

Section 4. INDEMNIFICATION CLAUSE. LACB&T agrees to indemnify, defend and hold the Authority harmless against any claims made of any nature and against any suit instituted against the Authority arising from the deduction of LACB&T dues. LACB&T will have no monetary claim against the Authority by reason of any failure to properly deduct dues.

ARTICLE XV
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. BACK INJURY PREVENTION BELTS. Employees assigned to a position designated by the Authority as “required to wear a back injury prevention belt” found not wearing the required safety belt are subject to disciplinary action.

Section 3. SAFETY INCENTIVE PROGRAM. Parties shall work cooperatively to develop a Safety Incentive Program that is compliant with the all applicable state, federal and local laws, including but not limited to the Occupational Safety and Health Administration Regulations (29 CFR section 1904.35).

Section 4. SAFETY POLICY. Employees shall perform assigned duties safely using the practices, means, methods, operations, and processes prescribed in any law, occupational safety or health standards, 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.
Section 5. TRANSPORTATION AND SAFE USE OF POWER TOOLS. The Authority will provide employees the necessary equipment and power tools for the performance of their assigned duties. Employees shall not transport Authority power tools or equipment in private vehicles.

Section 6. DISASTER SERVICE WORKERS OATH. All current full-time permanent LACB&T employees and employees hired after July 1, 2013, shall take the oath established by Government Code Sections 3100-3109, and shall provide all necessary contact information in the event of an emergency in accordance with the Government Code.

ARTICLE XVI
COUNCIL REPRESENTATION

All employees covered by this Memorandum of Understanding shall be represented by the Council through a Business Representative designated by the Council. Said Business Representative shall coordinate and handle all discussions and other contracts with the Authority in the administration of this Memorandum of Understanding.

It shall be the responsibility of the Council to determine the circumstances under which Stewards will be utilized. The duties of Stewards, if utilized, shall be determined by the Council in consultation with the Authority.

Any authorized Council Representative shall have the right of reasonable access to Authority facilities for the purpose of contacting employees and transacting matters. Prior to arrival at a work site, the Representative shall first contact the Human Resources Department, stating the site to be visited and the nature of the visit.

Joint Labor Management Committee on Safety. The Authority will place at least one member of the BCTC unit on the Human Resources Safety Committee.

ARTICLE XVII
FULL UNDERSTANDING

Section 1. SOLE, ENTIRE AND EXISTING AGREEMENT. This Memorandum of Understanding includes all negotiations between the Parties hereto during the term hereof and constitutes the sole, entire and existing agreement between the Parties hereto and supersedes all prior agreements and understandings, oral or written, express or implied, or practices between the Authority, the Council and the Authority's employees and expresses all obligations and restrictions imposed on each of the respective Parties during its term.
Section 2. WAIVER OF RIGHTS. The Parties acknowledge that during the negotiation sessions which resulted in this Memorandum of Understanding, 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 area of negotiations and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Memorandum of Understanding. Except as provided herein, 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 to specifically referred to or covered in this Memorandum of Understanding, including any subject or matter which under this Memorandum of Understanding is within the right of the Authority to decide, even though such subjects or matters may not have been within the knowledge of contemplation of either or all of the Parties at the time they met and conferred or signed this Memorandum of Understanding.

Section 3. CHANGES IN RULES OR PROCEDURES. It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered by this Agreement. It is recognized that during the term of this Agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the unit. Where Management finds it necessary to make such change it shall notify the Council 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/or where the Council request to negotiate with Management, the Parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit. The phrase “significantly large number” shall mean:

a. A majority of the employees in a trade;
b. All the employees within a department in a trade; or
c. All of the employees within a readily identifiable classification.

Any agreement resulting from such negotiations shall be executed in writing by all Parties hereto and, if required, approved and implemented by the Authority Board of Commissioners, and becomes an amendment to this Memorandum of Understanding.

Section 4. AUTHORITY COMPLIANCE. It is recognized that the 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 Contract between it and the Authority.

Section 5. EMERGENCY CHANGES. Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Council of such changes as soon as
practicable. Such emergency assignment shall not extend beyond the period of
the emergency. "Emergency" is defined as an unforeseen circumstance
requiring immediate implementation of the change.

Section 6. COMPLIANCE WITH LAWS. Where Management makes any
changes in working conditions because of the requirements of law, including
regulations implemented by the U.S. Department of Housing and Urban
Development, the Authority shall not be required to negotiate the matter or
manner of compliance with such law where the matter or manner of compliance
is specified by such law.

Section 7. WAIVER OF BREACH, TERM OR CONDITION. 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 8. PUBLIC HOUSING DISPOSITION. The Authority will enter a one-
year management agreement with L.A. LOMOD Corporation for the management
of the properties acquired in the disposition agreement.

Section 9. SECURITY/UNIT STABILITY. Consistent with HUD funding
mandates, the Authority will make a reasonable best effort to maintain staffing
levels within LA BCTC. Should further changes be needed, HACLA agrees to
meet and confer.

ARTICLE XVIII
RECOGNITION

Section 1. BASIS. In accordance with the representation election conducted by
the U.S. Conciliation Service during the month of January 1947, the Authority has
formally acknowledged that the Council is a recognized employee organization
with the right to represent non-exempt and non-confidential Authority employees
in classifications covered by this Memorandum of Understanding and listed in
Appendix A, Classifications.

Section 2. EMPLOYEE RIGHTS. Employees shall have the right to form, join
and participate in the activities of certified employee organizations pursuant to
the provisions of the Meyers-Millias-Brown Act. Employees shall also 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.
ARTICLE XIX
PERSONNEL RULES

If the Housing Authority revises the Personnel Rules, prior to the adoption by the Board of Commissioners and pursuant to the Personnel Rules, the proposed revisions will be sent to the Los Angeles County Building and Trades Council, AFL-CIO, at least thirty (30) days in advance for review, suggestions, comments and, where applicable, commencement of the meet and confer process. If 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 consent and procedures of the board of Commissioners, each Party may have one (1) representative present testimony in support of its written statement. The determination by the Board of Commissioners shall be final. In no agreement is reached by the Parties, the Board of Commissioners may adopt as policy its determination of the issues.

In the event a conflict between the Personnel Rules and the Memorandum of Understanding, this Memorandum of Understanding will control.

IN WITNESS THEREOF, the Parties hereto have executed this Memorandum of Understanding for and on behalf of the Council and the Authority by their duly authorized representatives this day \[\text{February 7, 2019}\].

FOR THE UNION
Chris Hannan, Business Representative

FOR THE AUTHORITY
Annie Markarian, Director of Labor & Employee Relations