

Agreement Between

MARIN HOUSING AUTHORITY

and

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1021
MARIN HOUSING AUTHORITY UNIT**

April 1, 2018 - March 31, 2020

Stronger Together

**Collective Bargaining Agreement
Service Employees' International Union (SEIU 1021)
Housing Authority of the County of Marin**

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CHAPTER 1 - GENERAL PROVISIONS

ARTICLE 1.1 INTRODUCTION

1.1.1 Scope of Agreement

The salaries, hours, and working conditions set forth in this agreement have been mutually agreed upon by designated bargaining representatives of the Housing Authority of the County of Marin, (hereinafter called "Authority") and the Service Employees' International Union, SEIU 1021 (hereinafter called "Union"), and shall apply to all regular employees of Authority who successfully competed for and passed the probationary period in one of the classifications set forth below in Article 1.2.

1.1.2 Term

The term of this agreement shall be two years, commencing April 1, 2018, through March 31, 2020.

ARTICLE 1.2 RECOGNITION

1.2.1 Bargaining Unit

Authority hereby recognizes Union as the bargaining representative for purposes of establishing wages, hours, terms, and working conditions for all employees within the following job classifications of Authority:

- **Clerical:** Administrative Assistant; Office Specialist II; Office Specialist III
- **Finance:** Accountant; Accounting Specialist
- **Tenant Relations (Leased Housing):** Senior Lease Negotiator/Inspector; Lease Negotiator/Inspector; Program Specialist; Family Self-Sufficiency Program Coordinator; Family Self-Sufficiency Case Manager; Housing Eligibility Worker; Service Coordinator; Resident Manager
- **Other Programs:** Shelter Plus Care Program Coordinator; Shelter Plus Care Case Manager
- **Maintenance:** Maintenance Services Coordinator; Maintenance Specialist; Maintenance Worker II; Maintenance Worker I
- **Rehab:** Home Ownership Programs Specialist; Home Ownership Programs Coordinator; and Home Ownership Program Services Coordinator

Authority agrees to notify Union prior to proposed changes in classification(s), new or merged classifications(s) and/or changes in work responsibilities or duties. Union will have the option to meet and confer with Authority on any of the above proposed changes and shall notify Authority when intending to exercise such option.

1.2.2 Mutual Obligation

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Marin County.

1.2.3 Notice to Employees

Whenever a person is hired in any of the job classifications set forth herein, Authority shall notify such person that Union is the recognized bargaining representative for employees in that classification.

1.2.4 Available Copies

Both Authority and Union agree to keep duplicate originals of this agreement on file in a readily accessible location, available for inspection by any Authority employee, or member of the public, upon request.

ARTICLE 1.3 CONCERTED ACTIVITIES

1.3.1 Strikes and Lockouts

Authority agrees, upon written consent of the employee involved, to deduct dues, as established by Union, from the salaries of its members. The sums so withheld shall be remitted by Authority, without delay, along with a list of employees who have had said dues deducted. Should any employees within the unit, with the support of Union, engage in any strike, slowdown, or other work stoppage during the term of this agreement, Authority may cease said dues deduction immediately.

There shall be no strikes, lockouts or other work slowdowns by either party to this Memorandum of Understanding for the duration of this Agreement.

1.3.2 Disputes

Authority and Union, in order to resolve disputes between the parties, agree to and include the "Grievance Procedure" as described in Section 5.1.

ARTICLE 1.4 DISCRIMINATION

1.4.1 In General

The parties to this agreement agree that they shall not, in any manner, discriminate against any person whatsoever because of race, creed, color, age, sex, national origin, sexual orientation or disability.

1.4.2 Union Discrimination

No member, official or representative of the Union shall, in any way, suffer any type of discrimination in connection with continued employment, promotion or otherwise, by virtue of membership in or representation of the Union.

1.4.3 Policies Administered

All policies will be administered fairly and equitably.

ARTICLE 1.5 EXISTING POLICIES, SEVERABILITY AND WAIVERS

1.5.1 Existing Laws, Regulations and Policies

This agreement is subject to all existing laws of the State of California, ordinances and regulations of the Housing Authority of the County of Marin. The Authority, the Union and the employees affected thereby, unless otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby.

1.5.2 Severability

If any article or section of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby, and the parties shall, if possible, enter into collective bargaining negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

1.5.3 Waiver Clause

The parties acknowledge that, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter pertaining to or covered by this agreement, except as otherwise is provided herein.

ARTICLE 1.6 MANAGEMENT RIGHTS

The Housing Authority reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the agency, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

1. To manage the Housing Authority generally and to determine the issues of policy;
2. To determine the existence of facts which are the basis of the management decision;
3. To determine the necessity of any organization or any service or activity conducted by the Housing Authority and expand or diminish services;
4. To determine the nature, manner, means, technology and extent of services to be provided to the public;
5. Methods of financing;
6. Types of equipment or technology to be used;
7. To determine and/or change the facilities, methods, technology, means and size of the work force by which the Housing Authority operations are to be conducted;
8. To determine and change the number of locations, re-locations and types of operations, processes and materials to be used in carrying out all Housing Authority functions including, but not limited to, the right (after effect bargaining) to contract for or subcontract any work or operation;
9. To assign work to and schedule employees in accordance with requirements as determined by the Housing Authority, and to establish and change work schedules and assignments;
10. To relieve employees from duties for lack of work or other legitimate reasons;
11. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in appropriate rules;
12. To determine job classifications and to reclassify employees;
13. To hire, transfer, promote and demote employees in accordance with this Memorandum of Understanding and the Housing Authority's rules;
14. To determine policies, procedures and standards for selection, training and promotion of employees;
15. To establish and modify employee and organizational performance and productivity standards and programs including but not limited to, quality and quantity standards; and to require compliance therewith;

16. To maintain order and efficiency in its facilities and operations;

17. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the Housing Authority which are not in contravention with this Agreement;

To take any and all necessary action to carry out the mission of the Housing Authority in emergencies.

CHAPTER 2 - WAGES

ARTICLE 2.1 SALARY INCREASES

2.1.1 General Increases

Employees in paid status as of April 19, 2018 will receive a one-time, 5% base wage increase. The wage increase will be retroactive to the first full pay period in January 2018, or the first full pay period of the employee's date of hire or return to paid status prior to April 19, 2018, whichever is later.

ARTICLE 2.2 STEP INCREASES

2.2.1 Effective Date

Eligible employees shall receive a step increase within their salary range at specified time intervals, if said step increase is supported by a "Meets Standards or Exceeds Standards" performance evaluation. The step increase shall automatically be given if no evaluation has been done in the year before the employee's anniversary date. Step increases shall not be held up if an evaluation has not been completed within 30 days of the anniversary date. The Authority will have a thirty (30) day grace period to complete the evaluation. Should the employee be approved for the step increase, it will be effective as of the employee's anniversary date and will be paid retroactive to the anniversary date even if that date occurs in the middle of a pay period.

2.2.2 Promotions and Salary Step Increase Percentages

When an employee receives a step increase, the salary increase shall be no less than 5%. When an employee receives a promotion, the salary increase shall be no less than 5%, or the first step of the new range, whichever is higher. In no event shall an employee receive more than the top step of the appropriate pay range.

2.2.3 Eligibility

An employee hired or promoted shall be eligible for a step increase upon completion of the probationary period and annually with at least a "Meets Standards or Exceeds Standards" thereafter.

An employee hired or promoted shall be eligible for a step increase upon completion of the probationary period and annually thereafter.

All classes shall have a seven-step salary range except the positions of Resident Manager (3 steps) and Maintenance Specialist (6 steps).

2.2.4 Performance Evaluation Required

A performance evaluation that "Meets Standards" is required for advancement to a higher step. Employee performance will be evaluated on a standard regular performance evaluation document in accordance with Housing Authority rules, regulations and policy. The step increase shall automatically be given if no evaluation has been done in the year before the employee's anniversary date as provided in 2.2.1 above.

2.2.5 Extra Hire Conversion

An extra-hire employee who continuously occupies a position, if thereafter appointed on a regular basis, shall have the anniversary date of step increases calculated from the first hour of current extra-hire employment.

2.2.6 Extra Hire Step Increases

All extra-hire employees may be advanced one step the first day of a pay period following completion of 2,080 hours of total paid service and each 2,080 hours of total paid service thereafter to the top of their range, based on a Meets Standards performance evaluation.

ARTICLE 2.3 PROBATIONARY PERIODS

2.3.1 General

All probationary periods shall be for 2,080 hours of service.

ARTICLE 2.4 SPECIFIED WAGE ADJUSTMENTS

2.4.1 Temporary Promotions

In case of prolonged absence from duty, or other emergencies, a Division Head, with the consent of the Executive Director, may, in writing, temporarily promote an employee when such employee is required to perform the duties of a job with a higher classification for a period in excess of ten (10) days.

In such cases, the employee shall be paid an additional 5% of the employee's present salary, or the first step of the salary range fixed for the job for which the employee has received a temporary promotion, whichever is higher. In no event shall an employee receive more than the top step of the higher classification to which the employee is temporarily promoted.

2.4.2 Bilingual Skills Pay

For all employees designated by the Executive Director to use a second language in their job performance, the Housing Authority will pay a salary differential of 5% of the employee's wage. The Housing Authority will review bilingual pay positions on an as-needed basis.

CHAPTER 3 - FRINGE BENEFITS

ARTICLE 3.1 MEDICAL, DENTAL, LIFE, AND RETIREMENT BENEFITS

3.1.1 Continuation

The benefits provided by Authority as of the effective date of this agreement shall be continued in effect for the term of this agreement subject only to such changes as may be approved by the Housing Authority Board of Commissioners after negotiation with Union.

3.1.2 Health Insurance

The Authority shall contract with the Public Employees' Retirement System for the purpose of providing eligible employees and their eligible dependents with access to health insurance benefits.

The Authority shall provide each eligible employee who participates in an Authority sponsored health insurance plan with an employer contribution towards the purchase of health insurance benefits. The amount of this employer contribution shall not exceed the minimum contribution required under the Public Employees' Hospital and Medical Care Act (PEMHCA).

3.1.3 Medical Benefits Allowance (MBA) Section 125 Plan Allowance

For the duration of the MOU, the Authority agrees to maintain a Medical Benefits Allowance (MBA) Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits.

The Authority agrees to provide each employee with a monthly contribution (125 Plan Allowance) to be used towards the purchase of those benefits available through the 125 Plan. Benefits available through the 125 Plan Medical Benefits Allowance (MBA) include health insurance, dental insurance and life insurance. All contributions to the MBA are contingent upon compliance with state and federal rules and regulations.

The Authority contribution based on eligibility level is as follows:

Employee Only	\$1,105.00 for the duration of the Agreement.
Employee Plus One	\$1,305.00 for medical plan year 2016. \$1,355.00 for medical plan year 2017. \$1,405.00 for medical plan year 2018.
Family	\$1,380.00 for medical plan year 2016. \$1,430.00 for medical plan year 2017. \$1,505.00 for medical plan year 2018.

Participation in dental and life insurance benefits are mandatory for any employee receiving a 125 Plan Allowance Medical Benefits Allowance (MBA) under this Section. Employees are also required to participate in a health insurance plan, subject to receipt of a waiver as provided for under Section 3.1.5 below.

Employees shall be responsible for paying any difference between the costs of selected benefits and the Medical Benefits Allowance 125 Plan Allowance (MBA) provided by the Authority.

An employee hired prior to March 1, 2011, who waives health plan coverage or who does not use the full MBA contribution to purchase mandatory benefits may elect to receive any unused portion of his or her 125 Plan Allowance (MBA) in cash, up to a maximum of Two Hundred and Forty Dollars (\$240.00) per month.

An employee hired after March 1, 2011, who waives health plan coverage or who does not use the full MBA contribution to purchase mandatory benefits may elect to receive any unused portion of his or her 125 Plan Allowance (MBA) in cash, up to a maximum of One Hundred and Twenty Dollars (\$120.00) per month.

See Exhibit C for explanation.

3.1.4 Vision Plan

The Authority will provide for a vision plan for employees.

3.1.5 Dental Plan

The Authority shall implement an improved dental plan for employees and their eligible dependents as part of the insurance coverage offered under the umbrella of the Medical Benefits Allowance (MBA). The annual cap shall be increased to \$2,000.

3.1.6 Life Insurance

The Authority will offer a voluntary employee Life/AD&D option in addition to the basic Life insurance coverage of \$10,000. All active employees will have the opportunity to elect either 1x salary life benefit or 2x salary life insurance benefit on a voluntary level (both Employee Paid).

3.1.7 Domestic Partners

The Authority will provide access to 125 Plan benefits (MBA) for registered domestic partners of bargaining unit members to the same extent, and subject to the same terms and conditions as made available to spouses of employees. Access to benefits is conditioned upon the domestic partnership meeting all of the criteria California Family Code section 297, et seq. Benefits offered under this section are subject to any applicable state and federal laws and the Authority is not responsible for the tax treatment or any other legal consequences that may occur as a result of providing domestic partner benefits.

3.1.8 Waiver of Participation

Any employee covered by this agreement may make written application to the Executive Director for waiver of required participation in a health insurance program if said employee provides acceptable proof of Affordable Care Act compliant coverage through other sources.

3.1.9 Physical Examination

The Authority will provide, at no cost to employees, any physical or medical examination, including chest x-rays, required by the Authority in relationship to employment.

3.1.10 Flexible Spending Account (FSA)

During the term of this Agreement, the Authority and the Union agree to explore the idea of a FSA for Dependent Care Account and Medical Care Reimbursement through the Labor Management Committee.

3.1.11 Retiree Medical Coverage

The Authority will provide access to health insurance benefits for those employees who retire from employment with the Authority and who constitute "annuitants" as defined by the PEMHCA.

The Authority's employer contribution towards health insurance benefits on behalf of each annuitant shall be in accordance with the provisions of Resolution No. 4-2003 and Government Code section 22892, subsection (c). The Authority's contribution on behalf of an annuitant shall not exceed the Authority's contribution on behalf of each employee, as set forth in Section 3.1.2 above. The provisions of the PEMHCA shall govern medical insurance coverage for annuitants. The monthly benefit for annuitants is \$99 as of January 1, 2018 and will increase annually in accordance with PERS regulations.

ARTICLE 3.2 RETIREMENT

3.2.1 In General

Employees participate in the CalPERS retirement program and the Authority shall comply with all PERS regulations. Employee contributions are made pre-tax through the 414 (h) (2) resolution adopted by the Authority. Employees deemed "classic" by CalPERS have a pension formula of 2% at age 55. Employees who are deemed "new" members by CalPERS have a pension formula of 2% at age 62.

Unless required to do so by law, Authority shall not revise any benefit provided by the retirement system to employees or to any other person when such revision will change present or future retirement system contributions by employees subject to this agreement; provided, however, such benefit changes may be made when agreed to by certified representatives on behalf of bargaining units representing a majority of all employees so affected.

3.2.2 Contributions to CalPERS

The Authority does not pay any portion of the employee's share of employee contributions to CalPERS for any members. All employees pay the employee share of employee contributions to CalPERS. The Authority pays employer contributions to CalPERS for all employees. The Authority and the Union acknowledge that employer and employee CalPERS contribution rates may be adjusted by CalPERS, which is beyond the Authority's or any employer's control.

ARTICLE 3.3 SICK LEAVE

3.3.1 Accrual

Sick leave credit shall be earned at the rate of 3.70 hours per 80-hour bi-weekly period. No sick leave is accumulated if employee is absent without pay.

3.3.2 Extra Hire Conversion

An employee who has worked on an extra-hire basis for at least 176 of the 200 regularly scheduled working hours immediately preceding appointment on a regular hire basis, at that time, shall be credited with vacation and sick leave accruals for extra-hire time on the basis of actual time hours worked. Extra-hire employees shall be notified of this benefit at time of hire.

3.3.3 Employee Sick Leave Use

Sick leave with pay up to a total number of working days accumulated shall be granted by the Executive Director in case of bona fide illness or injury of an employee. An employee may not take paid sick leave that the employee has not accrued by the end of the pay period.

After four (4) consecutive days of illness, Authority may require a physician's certificate or other evidence, either as a condition of continuing an employee on sick leave status or as a requirement of returning to work.

Union recognizes Authority's right to determine by reasonable means the validity of any sick leave usage by any employee at any time.

3.3.4 Family Sick Leave Use

Up to one-half of an employee's available accrued annual sick leave may be used for the care of a sick family member each year in accordance with Labor Code Section 233. For the purposes of this benefit, immediate family member is defined to include only the child, parent, spouse or domestic partner of the employee. This benefit does not accrue from year to year.

3.3.5 Family Care Leave Policy

Authority agrees to utilize the Family and Medical Leave Act Policy (see PMR 44.7).

3.3.6 Exceptions

Sick leave with pay shall be granted for normal medical reasons or illness due to pregnancy. Sick leave with pay shall not be granted for any injury attributable to an outside occupation for which Worker's Compensation benefits are available and engagement therein has not been authorized. All such sick leave shall be charged against accumulated sick leave.

3.3.7 Bereavement

Leave with pay up to five (5) consecutive days shall be granted by the Executive Director in case of the death of a mother, father, spouse, sister, brother, son, daughter, domestic partner or person of a familial relationship. Bereavement leave in case of other persons may be granted upon approval of the Executive Director. Bereavement leave shall be charged against accumulated sick leave.

3.3.8 Catastrophic Leave Donation Plan

The Authority's Catastrophic Leave Donation Plan, as per PMR 44.2, is hereby incorporated as set forth herein as the catastrophic leave donation plan.

ARTICLE 3.4 STATE DISABILITY INSURANCE

3.4.1 In General

State Disability Insurance (SDI) shall be integrated with current sick leave policy. In cases where SDI is not immediately payable, Authority will provide full pay during the first eight (8) days, or any portion thereof, following an illness. All sick time taken shall be charged against accumulated sick leave.

ARTICLE 3.5 INDUSTRIAL INJURY

3.5.1 In General

For benefits under Workers' Compensation, an employee should report an injury to his/her supervisor with twenty-four (24) hours.

3.5.2 First Week Coverage

In cases where Worker's Compensation is not immediately payable, Authority will provide full pay, without charge against sick leave, during the first week off, or any portion thereof, following an industrial accident, provided Authority determines that:

1. The accident is, in fact, work related.
2. Subject to medical advice, the time off work and its duration are warranted.

3.5.3 Integration of Benefits

In all other cases, accumulated sick leave shall be applied to the time off work following an industrial accident in a proportionate amount which, when added to Workers' Compensation benefits, provides total compensation equal to the employee's wage or salary. Upon exhaustion of accumulated sick leave, accrued vacation may be applied in the same manner.

3.5.4 Added Sick Leave Credit

In cases where an industrial victim exhausts all accrued sick leave, forty (40) additional hours of sick leave, or the number of hours accumulated at the time of the accident, whichever is less, shall be credited to the employee upon the employee's return to work.

3.5.5 Required Treatment

Authority has the right to require that the treatment of work-related injuries or illnesses be provided by Authority-designated physicians in accordance with Section 4600 and 4601 of the Labor Code, unless the employee has notified the Authority in writing prior to the date of the injury or illness that she/he has a personal physician. This code does not preclude the employee from seeking emergency treatment from a physician of the employee's choice.

ARTICLE 3.6 VACATIONS

3.6.1 Accrual

Each regular employee will be entitled to annual vacations on the basis of years of continuous service in accordance with the following schedule:

Years of Service	Hourly Accrual	Days	Hours Per Pay Period	Hours Per Year	Weeks Per Year
1 - 2	.0385	10	3.08	80	2
3 - 9	.0577	15	4.62	120	3
10 - 24	.0770	20	6.16	160	4
25 - 29	.0962	25	7.70	200	5
30 & after	.1154	30	9.23	240	6

Vacation time shall be accumulated hourly as indicated above. An employee may not take paid vacation that the employee has not accrued by the date of the absence. No vacation leave is accumulated if an employee is absent, without pay.

3.6.2 Vacation After Six Months

If convenient to Authority, the Executive Director shall authorize vacations up to the number of hours actually accrued after 1,040 hours of continuous employment.

3.6.3 Extra Hire Conversion

An employee who has worked on an extra-hire basis for at least 176 of the 200 regularly scheduled working hours immediately preceding appointment on a regular hire basis, at that time, shall be credited with a maximum of 120 vacation hours and sick leave accruals for extra-hire time on the basis of actual time hours worked. Extra-hire employees shall be notified of this benefit at time of hire.

3.6.4 Preference

Employees shall be given their preference in vacation time within the limits of the vacation schedule established by the Executive Director. After reasonable notice to Union, the Executive Director shall establish a system for assignment of vacations that affords reasonable recognition of seniority and annual rotation.

3.6.5 Maximum Accumulation

Accumulated unused vacation time shall not exceed 240 working hours per employee. Thereafter, additional accumulation shall be suspended unless otherwise approved in advance by the Executive Director, in the Executive Director's sole discretion, in cases where such is beneficial to Authority.

3.6.6 Holiday and Sickness During Vacation

When a holiday falls within an employee's vacation period, one additional day's vacation shall be granted. If an employee becomes ill while on vacation, the time of actual illness may be charged against accumulated sick leave, subject to sick leave requirements.

3.6.7 Payment at Termination

A person who resigns, retires, is laid off or discharged, and who has earned vacation time on record, shall be paid for the vacation as of the effective date of the termination.

ARTICLE 3.7 REGULAR HOLIDAYS

3.7.1 In General

Employees shall be entitled to the following holidays with pay:

Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Full Day	Last working day before Christmas
Christmas Day	December 25
Full Day	Last working day before New Years
New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May

Any other day appointed by the President of the United States or the Governor of the State of California for a public feast, thanksgiving or holiday and which is approved by the Commissioners of the Housing Authority of the County of Marin.

Part-time employees receive paid holidays proportionate to their work schedules. For example, employees who work one-half of a full-time schedule receive one-half of each holiday as a paid absence from work.

3.7.2 Alternative Holidays

When a holiday falls on a non-work day, the Authority will designate the work day before or after the holiday to be the paid holiday.

3.7.3 Holiday Pay for Employees on 9/80 Work Week

Employees on the 9/80 work schedule will be paid for the number of hours they would have been paid if they had worked. Example: the holiday falls on a nine (9) hour work day, the employees will be paid nine (9) hours holiday pay. If the holiday falls on an eight (8) hour work day, the employees will be paid eight (8) hours holiday pay.

ARTICLE 3.8 FLOATING HOLIDAYS

3.8.1 Accrual

Five (5) workdays per year shall be deemed floating holidays that may be taken at any time or times during the year accrued, with the approval of the employee’s manager.

Each regular employee on the payroll as of January 1 of each year shall be credited immediately with five (5) floating holidays for that twelve-month period beginning January 1.

3.8.2 Accrual New Hires

Each regular employee newly appointed prior to June 30 shall be credited immediately with five (5) floating holidays for the twelve-month period beginning January 1 of that year. Any employee appointed between July 1 and December 31 shall be credited immediately with two (2) floating holidays for the six-month period beginning July 1 of that year.

3.8.3 Use

Floating holidays shall be taken in full work-day increments during the calendar year accrued and shall not accrue from one calendar year to the next. Employees on the 9/80 work schedule will be paid for the number of hours they would have been paid if they had worked.

3.8.4 Termination Payoff

Upon termination, unused floating holidays shall be paid at a straight time rate as follows:

Terminating employees

January – March	8 Hours
April – June	16 Hours
July – September	24 Hours
October – December	32 Hours

ARTICLE 3.9 LEAVES OF ABSENCE

3.9.1 Absence Without Pay

All leaves of absence without pay shall be subject to the approval of the Executive Director. Such approval shall be based on the merits of the request and the needs of Authority.

Employees who are absent from duty on an authorized leave of absence shall not lose any rights accrued at the time the leave is granted. Unless required by law, employees shall not receive compensation during a leave of absence without pay. This includes but is not limited to wages, leave accruals, benefits and pension contributions.

Approved leave without pay for purposes other than for prolonged sickness shall commence after the employee has used all accrued vacation and compensatory time. In cases of prolonged illness, approved leave without pay shall commence after the employee has used all accrued sick leave, vacation and compensatory time, except that the employee may retain up to ten (10) day's accrued vacation time.

3.9.2 Jury Duty

Employees summoned for jury duty may be deemed to be on special paid leave for the duration of their jury duty, and shall receive their regular salary. The amount received as jury fees shall be returned to the Housing Authority.

3.9.3 Leave Without Pay Medical Benefits

When an employee is on leave without pay, Authority-paid medical benefits shall be adjusted to the percentage of time worked for that pay period. The employee will be charged for the difference.

3.9.4 Family Care Leave Policy

Employees may use family leave as provided in PMR 44 and as described by law.

ARTICLE 3.10 TUITION AND TEXTBOOK REIMBURSEMENT

3.10.1 In General

A tuition and textbook reimbursement program shall be available to employees of Authority to encourage and financially assist employees to continue their education and broaden their backgrounds so as to improve job knowledge, skills and capacities on their present job; to prepare for advancement within Authority, and to assist Authority through employee development, in attaining departmental objectives including affirmative action goals.

3.10.2 Eligibility

The employee must have completed the probation period (see 2.3.1).

The course work must relate to the employee's present position or must be beneficial to the employee's related professional development, or must enhance career advancement potential within Authority, as follows:

1. An improvement in skills or knowledge required by the present position;
2. Preparing the employee for:
 - a. changes in duties due to the different use of a position or class;
 - b. the assumption of new and different duties as a result of a recent promotional appointment;
 - or
 - c. promotional opportunities within Authority.

The employee must not be receiving funds for the same course from any other source, such as Veteran's Benefits, scholarships, etc.

Requests for reimbursement must be approved by the Executive Director before enrollment in the course.

3.10.3 Conditions for Reimbursement

Pursuant to the conditions set forth below, eligible employees will be reimbursed for up to 50% of the cost of tuition, textbooks and a reasonable amount of supplies for professional and technical courses offered by accredited colleges, universities, business, trade or correspondence schools or by an otherwise

accepted trade or professional association or institute. However, an employee may not be reimbursed more than an aggregate of \$10,000 during the calendar year.

Conditions:

1. An employee must complete and submit a Request for Tuition Reimbursement Form as provided in the PMRs before enrolling in the course. Approval of a request means that there is funding available to cover the cost of the employee's approved request. In no event will an employee be reimbursed more than an aggregate of \$10,000 during the calendar year.
2. All reimbursable costs must be verified by receipts, which show that employee paid for the costs.
3. For all courses for which academic credit is granted by an accredited college or university, reimbursement will be made upon verified completion of the course with a grade of "C" or better, "Satisfactory", "Pass" or the equivalent.
4. For courses which do not result in a grade, reimbursement will be made upon the Authority's receipt of satisfactory evidence of completion of the course.

Repayment. In the event an employee voluntarily quits or his or her employment terminates "for cause" (i.e., for any violation of the Personnel Management Regulations) less than three years after the completion of any reimbursed course, the employee shall immediately pay, without demand, an amount equal to that tuition reimbursement and all subsequent tuition reimbursement payments received by employee. There are other terms that apply that are contained in the Tuition Assistance Agreement. An employee will not be reimbursed for incidental fees which include, by way of example and not limitation, laboratory fees, activity fees, and credit card fees.

CHAPTER 4 - TERMS AND CONDITIONS

ARTICLE 4.1 HOURS OF WORK

4.1.1 Normal Work Day

The normal working day will be 8:00 am to 5:30 pm Monday through Thursday and 8:00 to 4:30 for the "on" Fridays (the 8 hour day). A normal work day shall consist of nine (9) consecutive hours of work within a maximum ten (10) hour period, or eight consecutive hours of work within a maximum nine (9) hour period, in accordance with the schedule described under Section 4.1.2. The length of a normal work day shall vary according to the employee's assigned schedule, as follows: For full-time employees on a 5 day X 8 hour schedule, a normal work day shall consist of eight (8) consecutive hours of work within a maximum nine (9) hour period.

4.1.2 Normal Work Week

The standard work schedule for MHA employees is a 9 X 80 Work Schedule, which will follow a two week schedule as follows;

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Off	9	9	9	9	8	Off
Off	9	9	9	9	Off	Off

The workweek will begin in the middle of the employee's eight (8) hour day to accomplish a forty (40) hour workweek in compliance with the Fair Labor Standards Act. This requires that employees not exchange the day they work eight hours- it must consistently remain as the 8-hour Friday.

The normal working day will be 8:00 to 5:30 Monday through Thursday and 8:00 to 4:30 for the "on" Fridays (the 8 hour day). Flex-time requires prior approval. Employees will be required to be at work during the core hours of operation of 9:00 am to 4:00 pm.

The Authority's main office will open to the public each day at 10:00 am to provide staff uninterrupted time to conduct work that does not involved direct contact with the public.

Alternate Work-Weeks

- a. For employees on the 5 day X 8 hour alternate schedule: the standard workweek shall consist of five (5) eight (8) hour days, Monday through Friday, inclusive. This standard may not apply to employees who have different schedules of work and/or operations.

All applicable Federal and State regulations shall apply.

4.1.3 Exceptions

All employees shall be assigned to work shifts with regular starting and quitting times. Except in cases deemed to be an emergency by the Executive Director, employees will be given ten (10) business days notice prior to any change in their work schedule. Employee requested revisions to assigned work shifts must be made in writing to the employees direct supervisory for consideration, assigned work shift changes should not be made more than once a year barring special circumstances.

4.1.4 Flextime

Upon explicit approval of the Executive Director, employees may elect to work flex-time. Please NOTE: If an employee requests a flex- time consideration, (s)he will still need to be working from 9:00am to 4:00pm and the following conditions must be met before approval is granted:

1. There must be adequate coverage and supervision in each division.
2. A later arrival or earlier departure of any employee should not shift workload to co-employees or create additional work for them and allow the employee to be at work during the core work hours of 9:00 am to 4:00 pm.
3. The position must lend itself to earlier or later hours.
 - a. Positions on which other positions depend to do a job do not lend themselves to flex-time.
 - b. Positions that deal exclusively with clients cannot operate at hours inconvenient to the public.
4. Flex-time schedule, once established, must be adhered to. Schedules will be reviewed annually and adjusted if necessary, in the interest of Authority.
5. The employee's workday must be completed within the hours of 7:00 am and 6:30 pm.

4.1.5 Part Time Employees

Regular employees working less than a full-time work schedule shall be entitled to all benefits provided in this contract on a reduced time or payment basis computed on the ratio of part-time compensation received to normal, full-time compensation unless the law requires a more generous benefit.

Part-time regular employees must work a minimum of twenty (20) hours per workweek in order to be entitled to insurance and retirement benefits.

4.1.6 Voluntary Reduced Schedule and Workload

The parties agree that in recognition of fiscal issues facing the Marin Housing Authority and in the interest of promoting voluntary options for employees, employees may enter into agreement with the Authority for a reduced schedule and workload, by mutual Agreement. Such agreements can be terminated by either party with the understanding that there is intent that such agreements will last a minimum of six months.

Authority agrees to send copies of all agreements for a voluntary workload to the Union.

4.1.7 Meal Periods and Rest Breaks

The authorized daily meal period shall be at least thirty (30) minutes and not more than one (1) hour for employees who work in excess of five (5) hours that day. The daily meal period shall be unpaid. Each employee may take a fifteen (15) minute rest period each morning and afternoon. Rest periods shall not be taken at the beginning or end of a work period, and time not used for rest periods shall not be accumulated and used at a later time. The Authority may need to assign staggered hours as needed to serve the public.

Under normal conditions, the work schedule of all 4 day X 10 hour employees shall provide a 20 minute rest period during each half shift.

ARTICLE 4.2 OVERTIME

4.2.1 Defined

Overtime is time worked:

1. Beyond the standard workday, or the employee's established work day, whichever is longer.
2. Beyond the standard work week or the employee's established work week, whichever is longer, or

3. On holidays other than Saturday or Sunday.

4.2.2 Compensation

An employee shall receive pay at the rate of time and one half (1-1/2) calculated on the employee's regular rate of pay for all overtime worked.

Overtime shall be compensated to the nearest half (1/2) hour.

4.2.3 Required Authorization

Prior authorization of the Department Head and the Executive Director must be secured and communicated by the Executive Director to the employee. This requirement shall not apply in the event of emergency situations.

The Authority will continue the practice of flexible scheduling which permits employees (with prior approval) to work additional straight-time hours on one day and take an equal number of straight time hours off in the same work week.

4.2.4 Minimum Call Back

Employees who have departed from their work location and are called back shall be compensated at a rate of one and one-half pay for each hour worked.

4.2.5 Overtime Scheduling

Employees shall notify management in writing of their availability for overtime work. In addition to considering other factors such as continuity of the project, cost containment, and other relevant factors, management shall take into consideration employee's availability in the assignment of overtime.

ARTICLE 4.3 REIMBURSEMENTS AND PROVIDED EQUIPMENT

4.3.1 Mileage

An employee who is authorized to use a private automobile in the performance of his/her duties shall be paid for the job-related mileage driven. The Authority will use the annual IRS mileage reimbursement rate for mileage reimbursement for employees who use their own automobiles for Authority business.

4.3.2 Coveralls and Clothing

Authority shall provide uniforms in January of each year, consisting of five (5) shirts and five (5) pairs of pants for each represented employee required to wear uniforms. Old uniforms will be turned in each January and, upon receipt, new replacement uniforms will be issued on an even (one for one) exchange.

Wearing of uniforms is required on scheduled work shifts. Uniforms shall be clean, neat and pressed. The upkeep and maintenance of all uniforms issued by Authority shall be the responsibility of the employee assigned.

Coveralls shall be made available to employees when assigned to painting and landscaping duties. Disposable coveralls shall be made available to Maintenance employees when necessary.

Authority shall provide a pair of work boots in January of each year to each represented employee required to wear them. New employees who receive boots in August or later will not receive boots again until the second January following their purchase. All others will be provided with boots in January. The maintenance and upkeep of work boots issued by Authority will be the responsibility of the employee assigned.

4.3.3 Meal Allowance

Whenever it is necessary for an employee to work overtime in excess of four (4) consecutive hours, or two (2) hours on a 4 - 10 schedule, Authority shall provide a reasonable meal and time to eat same or reimburse the employee for the cost of the meal. Employees shall be provided with a meal appropriate for the time of day for each four (4) hour period of overtime worked outside of the employee's regular working hours.

ARTICLE 4.4 SAFETY COMMITTEE

4.4.1 Health and Safety Committee

Authority agrees that the Agency Safety and Risk Management Committee shall be composed of:

- Two management employees and one Chairperson to be selected by the Executive Director.
- Two bargaining unit SEIU employees to be selected by the Union, and
- A Union Representative

The Chairperson and Union Representative shall be non-voting members of the Committee. However, if a vote on any matter is tied, the Chairperson shall cast the tie-breaking vote.

Committee members shall serve a fixed term of two years on the committee.

The Union Representative and bargaining unit employees shall be responsible for reporting Safety Committee activities to the bargaining unit on a regular basis. The Chairperson shall be responsible for reporting Safety Committee activities to the Executive Director on a regular basis.

4.4.2 Health and Safety

Authority shall comply with all applicable County and State Safety regulations, and shall furnish to employees, as needed, all safety equipment therein required. The Authority agrees to provide to an employee, upon request, an ergonomic assessment.

ARTICLE 4.5 CLASSIFICATION STUDIES

4.5.1 In General

The parties agree to utilize the Labor Management Communications Committee (See 7.2.2) to review classification recommendations and provide input to the Authority.

4.5.2 Reclassification

The Authority's reclassification procedure is provided in PMR 40.10.

ARTICLE 4.6 PERSONNEL FILES

4.6.1 In General

The original or a copy of all material that reflects on an employee or on an employee's performance shall be inserted in the employee's file within a reasonable period and the employee shall be notified accordingly. The employee shall be provided with a reasonable amount of time to submit a rebuttal. Said file shall be available at all reasonable times for inspection by the employee and/or such person as the employee may authorize in writing.

After two (2) years and upon request of the employee, the Authority will remove any warning or letter of reprimand regarding attendance or tardiness from the employee's personnel file provided there has been no repetition of the act or acts which gave rise to the original warning or reprimand.

ARTICLE 4.7 UTILIZATION OF EXTRA HIRE

4.7.1 In General

Authority agrees that the utilization of extra-hire employees should be in situations where, in Authority's judgment, full-time or part-time regular hire employment is not justified or is not practical and that such utilization shall be in accordance with PMR 34.2 E.

CHAPTER 5 - PROCEDURES

ARTICLE 5.1 GRIEVANCE PROCEDURES

5.1.1 Grievance Defined

- A. A grievance is defined as a claimed violation, misinterpretation, inequitable application or non-compliance with the provisions of:
 - 1. Collective bargaining agreement;
 - 2. Commission Resolutions;
 - 3. Authority Rules;
 - 4. Authority Regulations;
 - 5. Existing practices affecting the status or working conditions of Authority Employees;
 - 6. Laws against discrimination
- B. Appeals of Appointment, Examination Appeals and Performance Evaluations are not grievable hereunder. Appeals of Disciplinary Action are provided in Article 5.3.
- C. A grievance may be filed by an employee in his/her own behalf; or jointly by any group of employees or by the Union.
- D. A grievance may be filed by the Union when claiming a violation within its scope of representation.
- E. If it is asserted that a grievance is outside the scope of procedures or definitions contained herein, such assertion shall be evaluated and ruled upon at each step. Such claim shall not halt the further processing of the grievance until Step 3 is reached. At Step 3, the arbitrator shall evaluate the assertion, and make a ruling prior to hearing the grievance on the merits, if necessary.

5.1.2 Who May File

A claim may be filed by an employee or a group of employees or by the Union on behalf of the employee or the Union, of a violation, misinterpretation or inequitable application of existing policy, orders, rules and regulations, or then existing practice, applicable to Authority or its employees or the Union.

5.1.3 Informal Grievance

INFORMAL GRIEVANCE

Within ten (10) working days of the event giving rise to a grievance the grievant shall present the grievance informally for disposition by the immediate supervisor or at any appropriate level of authority within the department. If a grievance is due to alleged discrimination, the grievant may bypass the immediate supervisor and department head and present the grievance informally to the Affirmative Action Officer within ten (10) days of the event giving rise to the grievance. The Deputy Director in charge of Human Resources will make a decision in writing to the grievant with a copy to the Deputy Director in charge of Human Resources within ten (10) days of hearing the informal grievance.

In a grievance where there are mixed issues (i.e., one or more involving discrimination and one or more involving other than discrimination), the Deputy Director in charge of Human Resources will determine which issue predominates. If discrimination predominates, the grievant will follow procedures for a grievance involving discrimination; if the other issue(s) predominates, the grievant will be so informed by the Deputy Director in charge of Human Resources within ten (10) working days of hearing the informal grievance and the grievant will have the option of withdrawing the grievance or presenting the grievance informally for disposition by the immediate supervisor or at any appropriate level of authority within ten (10) working days of the decision by the Deputy Director in charge of Human Resources.

Presentation of INFORMAL GRIEVANCE shall be a prerequisite to the institution of a formal grievance.

5.1.4 Formal Grievance

FORMAL GRIEVANCE

If the grievant believes that the grievance has not been redressed within ten (10) working days, he/she may initiate a formal grievance within ten (10) working days thereafter. A formal grievance can only be initiated by completing and filing with the Housing Authority Deputy Director in charge of Human Resources a form provided by the Housing Authority for this purpose. The form shall contain:

1. Name(s) of grievant;
2. Class Title (s);
3. Department(s);
4. Mailing Address(es);
5. A clear statement of the nature of the grievance (citing applicable ordinance, rules or regulations, or contract language);
6. The date upon which the event giving rise to the alleged grievance occurred;
7. The date upon which the informal discussion with the supervisor or Manager;
8. A proposed solution to the grievance;
9. The date of execution of the grievance form;
10. The signature of the grievant;
11. The name of the Union representative if any, representing the grievant followed by the signature of the representative.

Step 1

Within ten (10) working days after a formal grievance is filed, the department head shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing. If a formal grievance is due to alleged discrimination, the grievant may bypass Step 1 of the formal grievance procedure and proceed to Step 2.

Step 2

If the grievance is not resolved in Step 1 to the satisfaction of the grievant or if Step 1 is being bypassed as permitted above, he/she may, within not more than ten (10) working days from his/her receipt of the Department Head's or Deputy Director in charge of Human Resource's decision, request consideration of the grievance by the Executive Director or his/her designee by so notifying the Deputy Director in charge of Human Resources in writing.

Within ten (10) working days after such notification, the Executive Director or his/her designee shall investigate the grievance, confer with the persons affected and their representatives to the extent he/she deems necessary, and render a decision in writing. In the case of a complaint alleging discrimination for any of the grounds contained in the Housing Authority Personnel Rules, the Deputy Director in charge of Human Resources shall be present in any hearing process as a formal participant at this step. The Deputy Director in charge of Human Resources may question witnesses and render an opinion to the hearing officer.

If the written decision of the Executive Director or his/her designee resolves the grievance to the satisfaction of the grievant/Union and the Housing Authority, it shall bind the Housing Authority.

If the written decision of the Executive Director or his/her designee does not resolve the grievance to the satisfaction of the grievant, he/she shall advise the grievant, in writing, of his/her decision and the alternatives under Step 3, should the Union choose to proceed further.

Step 3 Grievances

A final appeal to Step 3 may be filed by the Union, in writing, with the Deputy Director in charge of Human Resources to appeal to final and binding arbitration not more than ten (10) working days from the receipt of the Executive Director's or his/her designees' decision.

The grievance shall be determined by an arbitrator selected by mutual agreement between the Housing Authority and the Union. The decision shall be final and binding on all parties.

Should the parties fail to mutually agree to an arbitrator, they shall make a joint request of the State Conciliation Service for a list of seven qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance. The grievant and the Authority shall each pay one-half of the arbitrator's invoice associated with the grievance arbitration.

Step 3 Appeals of Discipline

A final appeal to Step 3 may be filed, in writing, with the Deputy Director in charge of Human Resources not more than ten (10) working days from his/her receipt of the Executive Director's or his/her designees' decision. The grievant may elect to have the grievance determined by a Hearing Officer from the State Office of Administrative Hearings. The Hearing Officer shall conduct a hearing and shall render a decision in writing. The decision of the Hearing Officer shall be final and binding on all parties. The Hearing Officer shall be paid by the Authority.

As an alternative, the Union may elect to have the grievance determined by an arbitrator selected by mutual agreement between the Housing Authority and the Union. The decision shall be final and binding on all parties. Should the parties fail to mutually agree to an arbitrator, they shall make a joint request of the State Conciliation Service for a list of seven qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance. The Union and the Authority shall each pay one-half of the arbitrator's invoice associated with the disciplinary appeal.

Mediation of Grievance or Appeal

Prior to Step 3, the parties may elect to participate in mediation. A mediator from State Mediation and Conciliation Services will be utilized unless the parties mutually agree on an alternative. All discussions in the settlement conference are confidential and may not be used in any subsequent hearing/arbitration or dispute resolution process.

5.1.5 General Conditions

1. The Human Resources Department shall act as a central repository for all grievance records.
2. Any time limit may be extended only by mutual agreement in writing.
3. An aggrieved employee may be represented by the Union and the representative is entitled to be present at all formal meetings, conferences, and hearings pertaining to the grievance.
4. All expenses of arbitration shall be shared equally by the Authority and the Union.
5. Failure on the part of the Authority or grievant/Union to appear in any case before the Hearing Officer or an arbitrator, without good cause, shall result in forfeiture of the case and responsibility for payment of all costs of arbitration.
6. If at any step of the grievance procedure, either party deems the grievance to be outside the scope of the procedure or defined as herein contained, such determination shall not halt the procedure but the matter will be referred to the next step until ultimately decided by the final step of the procedure as provided.

ARTICLE 5.2 REDUCTION-IN-FORCE

5.2.1 In General

In the event that a reduction-in-force should become necessary, Authority and Union agree to the "Reduction-In-Force Policy" contained in the PMR's except as provided below.

5.2.2 Notice to Union and Employees

Prior to any proposed lay-off(s) of employees, the Authority shall notify both the Union and the employees sixty (60) calendar days in advance of the proposed date for lay-off. The Authority will provide thirty (30) calendar days' notice to the Union and the employee for proposed lay-offs of contract funded positions (such as the CDBG, S+C, BMR, ROSS and FSS programs). The Authority will have the option of providing the employee either sixty (60) calendar days' notice or fourteen (14) calendar days' notice and provide pay for the remaining days of required notice.

5.2.3 Alternatives to Lay-Offs

If layoffs in Local 1021's jurisdiction are contemplated, the Authority shall notify the Union within the timeframe provided in 5.2.2. The Union has fifteen (15) calendar days after receiving notice to request a meeting with the Authority to meet and confer on the necessity for, impact of, and alternatives to such layoffs.

5.2.4 Voluntary Lay-Off

In the event of a layoff or involuntary reduction in hours, volunteers within the same classification shall be accepted prior to the imposition of the involuntary layoff or reduction in force.

5.2.5 Severance Pay

The Authority agrees to provide Severance Pay in the form of one (1) week of pay for each full year of service up to a maximum of twelve (12) weeks' pay. If there is no funding available for contract funded positions, there is an exception.

5.2.6 Contracting Out

The Housing Authority shall not layoff current bargaining unit members as a result of contracting out.

5.2.7 Order of Lay-Offs and Procedures

Order of layoffs are outlined in PMR 48.2. except that layoffs for employees covered by this Agreement shall be by classification within the Authority. Exceptions to the layoff process (PMR 48.2F) shall not be made without mutual agreement between the Authority and the Union.

5.2.8 Restoration of Benefits

Employees restored under the layoff provisions provided in the PMR's shall be deemed to have legally returned from a leave of absence for the purpose of all rights and benefits legally permissible.

ARTICLE 5.3 DISCIPLINARY ACTION

5.3.1 In General

The Authority agrees to follow the principles of progressive discipline.

5.3.2 Appeal of Discipline

In the event that the Authority seeks to suspend, demote or terminate an employee, the employee shall have the right to appeal the discipline through the Grievance Procedure specified in Article 5.1.

5.3.3 Process

The written appeal shall be submitted in writing at Step 2 of the Grievance Procedure within ten (10) working days of the decision to discipline. Failure to appeal within that timeframe shall result in the forfeiture of appeal. Prior to a hearing before the Hearing Officer or an arbitrator, the parties may elect to participate in mediation. A mediator from State Mediation and Conciliation Services will be utilized unless the parties mutually agree on an alternative.

CHAPTER 6 - UNION RIGHTS

ARTICLE 6.1 EMPLOYEE REPRESENTATIVES/STEWARDS

6.1.1 In General

Union may, by written notice to the Executive Director, designate no more than 5 of its members as Employee Representatives/Stewards. Employee Representatives/Stewards shall be permitted reasonable time for Union activities as described in this section. In all cases, the Representative shall secure permission as far in advance as possible from the employee's Supervisor before leaving a work assignment and shall not interrupt agency business to discharge Union duties. Such permission shall not be unreasonably withheld.

Each Employee Representative/Steward shall have up to 4 hours per month of Authority time to conduct Union business, including but not limited to, Union meetings, grievance investigations, appearances at grievance hearings and disciplinary matters.

Employee Representatives/Stewards named to the Union's bargaining team shall have additional reasonable release time to attend labor agreement bargaining sessions.

6.1.2 Grievance Representation

Employee Representatives may investigate and process formal grievances filed by employees.

6.1.3 Access to Bulletin Boards

Authorized representatives of Union shall be allowed to post Union notices on bulletin boards maintained on Authority premises. All material posted shall not be obscene and shall not constitute harassment, discrimination or retaliation based on a legally protected status. The Human Resources Director or designee reserves the right to remove any material posted in violation of this section if the Union refuses to remove the material on its own.

ARTICLE 6.2 FAIR SHARE/AGENCY SHOP

6.2.1 Union Responsibilities

It is recognized that the Union owes the same responsibilities to all employees in the representation Unit and has a duty to provide fair and equal representation to all employees in all classes in Unit whether or not they are members of Union.

6.2.2 Application

All employees in the bargaining unit represented by the Union shall become members of the Union or pay a fair share fee. Payroll deductions for either dues or fair share/agency shop shall be deducted from all regular employees. Union dues shall only be deducted after the Union has presented the Executive Director with valid dues deduction cards. Otherwise, fair share/agency shop deductions shall automatically be made from the employee's paycheck.

6.2.3 New Hires

All new employees hired in the Bargaining Unit shall, beginning within the first thirty (30) days after such hire date and until the termination of the contract, either:

1. Become a member of Union and pay dues; or
2. Pay to Union a fair share fee.

6.2.4 Amount of Fee

A fair share fee for services rendered by Union shall be a percentage of the regular membership dues. Each employee shall have provided to him/her without prejudice, the full representational services of Union. Payments shall be made bi-weekly by payroll deduction or as one annual payment within thirty (30) days of the beginning of each new contract year. Authority and Union hereby agree that Section 6.2.4 of the Collective Bargaining Agreement, Agency Shop, shall be amended annually to reflect any change in the amount of the fair share fee. Said amount will be determined by an annual audit of Union's finances.

Union shall provide advance written notice of the amount of the pending fair share service fee to the Executive Director and to a list furnished by the Authority of all employees within the Unit.

6.2.5 Separation From Unit

The provisions specified above shall not apply during periods of separation from the representation Unit by any such employee but shall reapply to such employee commencing with the next full pay period following the return of the employee to the representation Unit. The term separation includes layoff and leaves of absence with a duration of more than five (5) working days.

6.2.6 Employees Excluded

Temporary and extra-hire employees are excluded from this Agency fee contract provision. Part-time employees shall pay a pro-rata service fee or dues as provided above.

6.2.7 Financial Statement

Annually, the Union shall file with the Executive Director an acceptable Union financial statement prepared and certified by a Certified Public Accountant. Such reports shall be available to employees in the Unit by the parties.

6.2.8 Employee Failure to Comply

The parties agree that a failure of an obligated employee hired in a bargaining unit after fair share is enacted to pay a fair share fee shall be grounds for Union to file an action in Small Claims Court subject to the following procedures:

1. Union shall notify the employee (a copy to Housing Authority Personnel Officer and the appointing authority) of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance by explaining that the employee is delinquent in not tendering a fair share service fee, specifying the amount of the delinquency, and warning the employee that unless such fees are tendered within thirty (30) calendar days, Union will file an action in Small Claims Court.
2. If the employee fails to comply, Union may file an action in Small Claims Court.

6.2.9 Waiver of Authority Costs

Authority shall not incur any costs due to Small Claims Court appearances by Authority staff. Union shall defend, indemnify and save Authority harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by Authority under this article. This includes not only Authority's attorney fees and costs but the cost of management preparation time as well. Authority shall notify Union of such costs on a case-by-case basis.

The authorization for payroll deductions described in 6.2.3 shall specifically require the employee to agree to hold Authority harmless from all claims, demands, suits or other forms of liability that may arise against Authority for or on account of any deduction made from the wages of such employee.

6.2.10 Rescinding Agency Shop

An election to implement the provisions of this Section shall not prohibit or restrict an election to rescind this provision as provided by Section 3502.5 of the Government Code as follows: An Agency Shop provision in a memorandum of understanding which is in effect may be rescinded by a majority vote of all the employees in the unit covered by such memorandum of understanding, provided:

1. A request for such a vote is supported by a petition containing the signatures of at least thirty (30) percent of the employees in the unit.
2. Such vote is by secret ballot:
3. Such vote may be taken at anytime during the term of such memorandum of understanding, but in no event shall there be more than one vote taken during such term.
4. All employees holding probationary or regular status in classifications included in the Unit, on the last day of the pay period thirty (30) days prior to the holding of the election, shall be eligible to vote in a certification or a de-certification election.
5. The ballot shall reflect a choice with the following wording: "I vote in favor of agency shop/fee"; or "I vote against agency shop/fee".

6.2.11 Religious Exemption

Rather than pay dues or a fair share/agency fee, an employee may opt to pay a fee to a charity under the following criteria:

1. Execute a written declaration with proof that the employee is and has been a member of a bona fide religion, body or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment and said employee shares that belief; and
2. Pay a sum equal to the agency fee described in section 6.2.4 to a non-religious, non-labor charitable fund chosen by the employee from those charities listed within United Way or CHAD. The employee shall furnish written proof to Authority and Union that this contribution has been made either on a bi-weekly payroll deduction basis or as one (1) annual payment made within thirty (30) days of the beginning of each new contract year.

ARTICLE 6.3 BARGAINING UNIT REPORT

The Authority shall provide the Union with a Bargaining Unit Report in electronic malleable format on a monthly basis of all current employees covered by this Agreement. Except as provided below, the Report shall include each employee's:

- Full Name
- Job Title
- Department
- Membership Status (member, fee payer)
- Work Location (where the member works, not just their mailing address)
- Work phone number
- Personal phone number
- Work E-mail
- Personal e-mail
- Home address

Employees who wish to maintain privacy regarding their personal contact information, may object to having their personal phone number, personal e-mail address, and personal home address included in this list by notifying the Authority of such objection in writing. While an employee may opt-out of having their personal information shared at any time, the Authority will notify employees of the right to opt-out of having this information shared when they are hired, whenever the employee changes his or her personal contact information with the Authority, and when this list is initially generated following the incorporation of this Article into the parties' MOU. To effectuate this option, the Authority shall provide employees with a form, for the employee's signature, which allows the employee to select between two options: (1) "I do not object to having my personal phone number, personal e-mail, or home address shared with the exclusive bargaining representative (SEIU 1021); or (2) "I object to having my personal phone number, personal e-mail, and home address shared with the exclusive bargaining representative (SEIU 1021). I understand that my name, job title, department, membership status, work location, and work-related contact information will be shared regardless of my selection of this option."

ARTICLE 6.4 NEW HIRE ORIENTATION

6.4.1. Timing and Duration of Union Orientation

The Authority agrees that each newly hired employee shall participate in a thirty (30) minute in-person onboarding meeting with the Union, as small as one individual, within the first fourteen (14) calendar days from the date of hire, on a date designated by the Authority, during regular working hours and onsite without loss in compensation.

6.4.2. Release Time

The Authority shall grant one Union designee thirty (30) minutes of release time, as well as reasonable time for travel and set up, without loss in compensation to conduct these meetings.

6.4.3. Authority Access During Union Presentation

The Authority representative(s) shall be absent from the room during any sessions, meetings or trainings conducted by the Union, with newly hired Employees.

6.4.4. Notice of New Hire Orientation

Except in a specific instance where there is an urgent need critical to the Authority's operations that was not reasonably foreseeable, the Authority shall provide the Union with at least ten (10) days' notice of any new employee orientation, and will send an electronic list of expected participant(s) at least forty-eight (48) hours in advance of the meeting. In the event of a specific instance where there is an urgent need critical to the Authority's operations that prevents the Authority from providing the Union with ten (10) days' notice, the Authority will provide notice as soon as the urgency has subsided, as determined by the Authority.

CHAPTER 7 - MISCELLANEOUS PROVISIONS

ARTICLE 7.1 COPE DEDUCTION

7.1.1 In General

Authority agrees to the establishment of a payroll deduction program for voluntary employee contributions to the Committee on Political Education (C.O.P.E.) subject to the following conditions:

Voluntary deductions for C.O.P.E. shall be withheld only if the employee so authorizes, in writing, on a form provided by Union and approved by Authority.

Payroll deductions shall commence on the second pay period after the authorization is received by Authority.

Employees may sign up, change the amount of their contributions or discontinue their contributions at any time.

Union shall indemnify, defend and hold Authority, its officers and employees, harmless against any and all claims, demands, and suits and from liabilities of any nature which may arise out of or by any reason of any action taken or not taken by Authority under the provisions of this Article.

ARTICLE 7.2 COMMUNICATION

7.2.1 In General

The Authority and the Union support the concept of providing opportunities to develop communication skills in order to provide better customer service, facilitate good communications between labor and management and maximize each individual's potential.

7.2.2 Labor Management Committee

To facilitate Labor-Management cooperation, better communication and early resolution of disputes and issues, Union and Authority agree to form a committee comprised of the following persons: the Union Representative, three stewards of the Union (to be chosen by the Union), one at-large member (not a steward), and the Executive Director of the Authority or designee and three other management employees (to be chosen by the Authority). The parties may mutually agree to permit additional representatives to attend the meetings. The Authority shall strive to maintain management continuity on this Committee. Meetings will be at least quarterly or on an as needed basis and can be called by either party. Impacts and effects of bargaining as a result of any proposed classification changes will also be facilitated by this Committee.

At each meeting, the Labor Management Committee (LMC) will review a list of extra hire, temporary and agency employees in SEIU Local 1021 represented job classes. The purpose of the meeting will be to review payroll data for extra hire, temporary and agency employees, to identify any possible issues related to the use of such employees, and attempt to resolve any issue identified by either of the parties. Up to the last thirty (30) minutes of each meeting may be set aside for the at-large Union member or another Union member to present an individual work-related issue or a work-related issue brought forward by their co-workers.

Discussions by the LMC regarding increasing and/or decreasing the compensation ranges approved by the Board shall include the financial sustainability of the Authority and other factors, such as the Salary and Benefits Survey conducted in 2013.

7.2.3 Employment Opportunities

Authority agrees to post all employment opportunities on the Marin City office bulletin board, the employees' bulletin board and the front hallway bulletin board at the 4020 Civic Center Drive office.

ARTICLE 7.3 PMR REFERENCES

7.3.1 PMR References

Once the Housing Authority's new Personnel Management Regulations (PMR) are adopted by the Board of Commissioners, the Rules will be made available to all SEIU employees.

ARTICLE 7.4 CONTRACTING OUT

7.4.1 Contracting Out

The Authority has the right to contract for work and hire temporary employees to complete work that is currently being performed by employees in the bargaining unit to supplement the Authority's existing workforce or when existing employees separate from their employment with the Authority.

In the event the Authority is contemplating contracting for work or hiring temporary employees to perform work that is currently being performed by employees in the bargaining unit or was performed by a bargaining unit employee prior to separation from her/his employment with the Authority, the Authority shall provide to the Union at least thirty (30) calendar days' notice if the contract for such services is being presented to the Board of Commission for its approval, and shall meet with the Union to discuss the Authority's proposed action if the Union requests such meeting. No such contract shall result in the loss of employment or salary by any bargaining unit member.

The notice to the Union shall include the projected cost of the proposed contract; the duration of the contract; whether the contract is for one-time or temporary need; the funding source of the proposed contract (when such information is available) and an explanation of the reason the proposed work is not being assigned to existing represented employees.

The terms and conditions set forth in this agreement have been negotiated in good faith and have been ratified by the membership of the Union and the Commissioners of the Housing Authority of the County of Marin.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute this agreement on.

SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU 1021):

Date: _____

Executive Director, SEIU 1021

John Stead-Mendez



Area Director, SEIU 1021

Jason Klumb

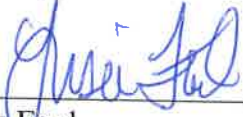


Union Representative, SEIU 1021

Aaron Burton



Monique Broussard



Lisa Ford



Gayle Suits



Latitia Rogers



Bill Davis

HOUSING AUTHORITY OF THE COUNTY OF MARIN:

Date: May 8, 2018



Lewis Jordan, Executive Director



Kimberly Carroll, Deputy Director

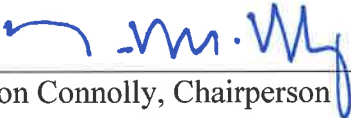


Willie Pass, Chief Financial Officer



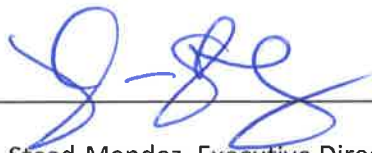
Ilya Filmus, General Counsel

**RATIFIED:
HOUSING AUTHORITY BOARD OF COMMISSIONERS**

A handwritten signature in blue ink, appearing to read "D. Connolly", written over a horizontal line.

Damon Connolly, Chairperson

J.W. Miller



John Stead-Mendez, Executive Director SEIU 1021

Agreement Between

Marin Housing Authority

And

SEIU 1021

April 1, 2018- March 31,2020

