



Yolo County Housing

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DATE: August 6, 2009
TO: YCH Board of Commissioners
FROM: Lisa A. Baker, Executive Director
SUBJECT: **Collective Bargaining Agreement with the Management Unit**

RECOMMENDED ACTIONS

That the Board of Commissioners receive the Collective Bargaining Agreement as attachment to Item 4.03, Review and Approve the Collective Bargaining Agreement with the Management Unit.

BACKGROUND / DISCUSSION

At the time the agenda was finalized, the Management Unit had not yet had an opportunity to meet to discuss the draft Agreement. Management Unit members at the YCH ratified the proposed Collective Bargaining Agreement between itself and the YCH this morning. Accordingly, the draft ratified Collective Bargaining Agreement is being brought before the Board for its consideration.

FISCAL IMPACT

None at this time.

CONCLUSION

The Board should receive Collective Bargaining Agreement

Attachment: Draft Collective Bargaining Agreement

AGREEMENT
BETWEEN
HOUSING AUTHORITY OF THE COUNTY OF YOLO
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS UNION,
LOCAL 856

REPRESENTING THE MANAGEMENT BARGAINING UNIT
JULY 1, 2009 THROUGH JULY 30, 2010

TABLE OF CONTENTS

	Page
PREAMBLE	3
ARTICLE I -DEFINITIONS	3
ARTICLE II - RECOGNITION	5
ARTICLE III - UNION RIGHTS AND RESPONSIBILITIES	6
ARTICLE IV - HOUSING AUTHORITY RIGHTS	9
ARTICLE V - GRIEVANCE PROCEDURE	12
ARTICLE VI - DISCIPLINE PROCEDURE	16
ARTICLE VII - TRANSFERS	23
ARTICLE VIII - LAYOFFS	24
ARTICLE IX - EVALUATION AND PERSONNEL INFORMATION	25
ARTICLE X -COMPENSATION	27
ARTICLE XI - HOURS AND CONDITIONS OF WORK	29
ARTICLE XII -LEAVES OF ABSENCE, HOLIDAYS, AND VACATION	30
ARTICLE XIII - MISCELLANEOUS	44

PREAMBLE

- A. This Agreement, hereinafter referred to as the Agreement, has been entered into by Yolo County Housing Authority, hereinafter referred to as YCH or the Authority, and International Brotherhood of Teamsters Union, Local 856, hereinafter referred to as Union. These parties have met and conferred in good faith, and this resulting Agreement has as its purpose the promotion of harmonious labor relations between the Authority and the Union, establishment of an equitable and peaceful procedure for the resolution of differences regarding compliance with the Agreement, and the establishment of salaries, hours of work, and other conditions of employment for members of the management bargaining unit.
- B. The provisions of the YCH Personnel Policy and Procedure Manual and other YCH policies and rules are not a part of this Agreement and are applicable to management bargaining unit members only to the extent the subject matter addressed therein is not addressed in this Agreement. For example, leaves of absence, health and welfare benefits, and compensation provisions for management bargaining unit members are governed exclusively by this Agreement, and nothing on those subjects contained in the Personnel Policy and Procedure Manual or other YCH policies and rules shall be applicable to management bargaining unit members. [By way of contrast, for example, YCH's Harassment-Free Policy in the Personnel Policy and Procedure Manual, while not a part of this Agreement, is applicable to all YCH employees.] To further clarify this distinction, the Board of Commissioners shall maintain in Section 2001.1 of the YCH Personnel Policy and Procedure Manual the following:

The provisions of this Manual are applicable to employees in a recognized bargaining unit only to the extent the subject matter addressed in this Manual is not addressed in the unit's collective bargaining agreement. The statement of this modification shall not be construed to make any matter not expressly covered by the Agreement subject to the Agreement's grievance procedure.

- C. Persons who fill vacancies after September 1, 2000, in positions in the management bargaining unit shall serve at the will or the pleasure of YCH, may be discharged without prior notice and without cause, and may be subject to separate employment contracts. See Article V, section K.

ARTICLE I DEFINITIONS

Applicability of Definitions. Unless otherwise noted, the definitions in this article apply to the provisions of this Agreement only. Terms used in this Agreement shall, unless the context clearly indicates a contrary intent, have the meaning accorded them by the definitions in this section.

- A. Authorized Position: A specific work position within a job classification in the management bargaining unit which is or may be held by a manager and which the YCH intends to fill.
- B. Continuous Employment: YCH employment which is uninterrupted except by authorized paid absences.
- C. Demotion: An involuntary change in job classification to one in a lower salary range.
- D. Department: A major administrative branch of YCH involving a general line of work, with one or more employees working under the direction of one or more supervisors.
- E. Dismissal: Involuntary termination of a manager's employment with YCH.
- F. Employee: [Also referred to as "manager."] A person who is employed to serve in a YCH job position in the management bargaining unit or who is on an authorized leave of absence from such position, unless otherwise specifically provided in this Agreement
- G. Executive Director: The Executive Director of Yolo County Housing Authority or his/her designee.
- H. Job Classification: Descriptive title of a certain type of job performed by a manager. Inherent in each classification are certain duties, responsibilities, and degrees of authority.
- I. Leave of Absence: When authorized, an absence from duty for a specified period of time. A manager on authorized leave may return to the same or a similar position at the end of the authorized leave period.
- J. Manager: See definition of "Employee," above.
- K. Merit Pay Increase: An increase in pay based upon satisfactory performance (as affirmed by the Executive Director) and longevity of service.
- L. Pay Period: The period from the first day of a calendar month through the fifteenth day of that calendar month, and the period from the sixteenth day of the month to the last day of the same calendar month. Paychecks shall normally be issued on or before the fifteenth day of the calendar month and on or before the last day of the calendar month.
- M. Performance Evaluation: A review and evaluation of a manager's performance and demonstrated capabilities in his/her authorized position by the Executive Director.

- N. Salary Range: A category which determines the minimum and maximum salary payable for an employment position in the management unit.
- O. Suspension: A YCH-mandated temporary unpaid leave of absence, as distinguished from administrative leave, which is a YCH-mandated temporary paid leave of absence.
- P. Vacancy: An unfilled authorized management bargaining unit position which YCH intends to fill.
- Q. Workdays and Workweek: During the term of this Agreement, The regular workday shall be at least ten hours in length and the regular workweek shall be at least forty (40) hours during a four day, Monday through Thursday workweek; provided, however, managers' workday and workweek are not restricted to 8 hours and 40 hours, respectively, but are expected to be of such length as is reasonably necessary to fulfill the job's responsibilities in an efficient and effective manner, as determined by the Executive Director.

ARTICLE II RECOGNITION

- A. The Authority hereby recognizes the Union as the sole and exclusive collective bargaining agent for the members of the management bargaining unit in the following positions, subject to the right of a manager to represent himself/herself as provided in Government Code section 3502:

Program Supervisors

Program Supervisors include:
Real Estate Services Supervisor;
Housing Assistance Supervisor
and Agricultural Housing
Supervisor

Facilities Administrator

The Facilities Administrator classification shall remain a member of the management bargaining unit so long as the current employee holding that position on the effective date of this Agreement fills that position, after which time the position shall be considered an executive position with the Housing Authority and not a member of the management bargaining unit.

- B. The General Services Manager is excluded from the management bargaining unit, is not included in any other unit represented by the Union, and is unrepresented.

**ARTICLE III
UNION RIGHTS AND RESPONSIBILITIES**

A. Dues Deductions.

The Authority agrees to establish payroll deductions for members of the Union for the normal and regular membership dues. All payroll deductions shall be subject to the following conditions:

1. Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the Authority. Any changes or modifications in the forms as originally established by the Authority shall be agreed upon between the Authority and the Union.
2. Such deductions shall be made only upon submission to the Authority's Personnel Officer of said authorization form duly completed and executed by the manager and the Union.
3. The Union will be responsible for submitting to the Authority's Personnel Officer any changes in the amounts to be payroll deducted from the paychecks of managers who have authorization forms on file with the Authority. The Authority may devise a payroll deduction input document for use by the Union.
4. The Authority will remit to the Union a check for all the dues deductions.
5. The Authority must approve, in advance, all payroll deductions other than Union membership dues and has discretion to not approve such deductions.
6. The Union agrees to indemnify, defend, and hold the Authority and the County of Yolo, their officers, agents, and employees harmless against any claims made, and against any suits instituted against them or any one of them on account of any payroll deduction made pursuant to this Section A.

B. Manager Rights.

Managers covered by this Agreement shall have all rights specified in Government Code Section 3502. Managers shall be free to join or refrain from joining employee unions.

C. Union Stewards and Union Representation.

1. The Authority recognizes and agrees to deal with the accredited Union job

steward and non-employee representatives of the Union in all matters relating to grievances and the interpretation of this Agreement.

2. A written identification of the Union job steward shall be furnished to the Executive Director immediately after his/her designation, and the Union shall notify the Authority promptly in writing of any changes of such job steward.
3. The number of Union job stewards shall not exceed one. Any change in the number of stewards shall be made only by mutual written agreement of the Executive Director and the Union.
4. While a job steward for the bargaining unit of the aggrieved manager or a representative of the Local may investigate the specified grievance and assist in its presentation, investigation shall not occur during normal work time of either the steward or the aggrieved manager. If additional time is needed beyond the rest break and meal time, a reasonable amount of release time will be allowed subject to prior scheduling with and agreement with the Executive Director.
5. Upon notification to the Executive Director, a representative of Local #856 who will be representing the manager in the grievance and appeal procedure may visit the Authority at any time mutually agreeable to the Executive Director and the Union representative for the purpose of preparing the case for appeal. The Executive Director will not unreasonably withhold agreement.
6. A representative of the Authority, at the Executive Director's option, may accompany the parties. In addition, the representative and the Union President, or his/her designated representative, may privately interview employees, one at a time, in possession of facts relevant to the grievance. The interviews shall be held at a place provided by the Authority, not during an employee's normal work time, and for a reasonable period of time. If additional time is needed beyond the rest break and meal time, a reasonable amount of release time will be allowed subject to prior scheduling with and agreement with the Executive Director.
7. During any such visits, representatives, the job steward, and Union officers shall not in any way interfere with the orderly and efficient operation of the Authority.
8. The Authority's Executive Director shall, upon written request of the Union, meet monthly at a mutually agreed-upon time with the job steward of the Union who desires to attend the meeting. The purpose of any such meeting is to informally discuss matters of concern and/or interest to either party. The Union business agent may attend the meeting.

D. Union Business.

1. Members of the Union Negotiating Committee shall be granted leave from duty with pay and benefits for the purpose of negotiating the terms of an agreement when such negotiating meetings take place at a time during which such members are normally scheduled to be on duty. Leave from duty shall not be granted for the purpose of planning for or preparation for negotiations.
2. Authorized non-employee Union representatives may have access to Authority work locations after first notifying the Executive Director of the time of a visit to a work location and the nature of the business to be transacted, for the purpose of investigation and processing of grievances, provided that contact with bargaining unit members shall not occur during normal work time. For grievance investigation and processing, if additional time is needed beyond the rest break and meal time, a reasonable amount of release time will be allowed subject to prior scheduling with and agreement with the Executive Director.
3. The Authority shall make available to the Union, upon its reasonable request, any existing documents, statistics, and records relevant to negotiations or necessary for proper enforcement of the terms of this Agreement.
4. The Authority will provide the Union with copies of all personnel actions related to managers as they are issued. As used in this section, "personnel actions" shall be defined as all written notices of actual disciplinary actions (suspensions, demotions, reductions of salary in class, or dismissals), notices of proposed disciplinary actions, and layoff notices.
5. The Authority will arrange to transmit or make available to a Union-designated job steward a copy of the Authority Commission's regular and special meetings' public session agenda in advance of the meetings.
6. The Union shall be permitted, with the prior written notification to the Authority's Executive Director, to place ballot boxes in Authority-designated places at Authority work locations for the purpose of collecting unit members' ballots on all Union issues subjected to ballot except ballots described in law and except ballots regarding job actions. Such boxes shall be the property of the Union, and neither the ballot boxes nor the ballots shall be subjected to the Authority's review. The Authority shall not be responsible for damage to or loss of Union ballot boxes.
7. Incidental personal use of computers is permitted for business-oriented

communication between bargaining unit employees and paid staff of the Union. Such personal use of Authority computers must not consume more than a trivial amount of resources, must not interfere with employee productivity, must not interfere with or preempt any Authority business, and must not be for the purpose of planning for or engaging in any concerted activities against the Authority.

8. Employees may use the Authority's messenger service for Union business, provided no violations of law are permitted and further provided letters shall not be placed in the messenger service, nor shall it be used for planning for or engaging in any concerted activities against the Authority.

E. Bulletin Boards And Authority Vehicles

1. For purposes of posting Union notices, the Authority shall provide the Union with space on a bulletin board currently in any facility where the Union has bargaining unit employees it represents. Such notices may be posted by the Union. These same bulletin boards shall be utilized for the posting of job examination announcements.
2. In the event a dispute arises concerning the appropriateness of material posted by the Union, the principal officer of the Union Local will be advised by the Executive Director of the nature of the dispute, and the posted material will be removed until the dispute is resolved.
3. Without prior permission from the Executive Director, managers shall not place on any Authority vehicle, facility, or property any Union decals, placards, or other Union insignia or signs, or non-Union material.

F. List of Managers.

Upon written request of the Union, the Authority will provide the Union with a list of managers covered by this Agreement. The Authority shall not be obligated to provide such list more than once per three calendar months.

- G. The State Mediation and Conciliation Service may conduct any election required by law or required pursuant to a written agreement between the Union and the Authority.

**ARTICLE IV
HOUSING AUTHORITY RIGHTS**

- A. All matters not specifically enumerated as within the scope of representation in Government Code §§3500-3511 and/or designated as rights shared with the Union are reserved to the Authority. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement,

supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:

1. The legal, operations, geographical, and organizational structure of the Authority, including the chain of command, division and allocation of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
2. The financial structure of the Authority, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
3. The acquisition, disposition, number, location, types, and utilization of all Authority properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas, and other improvements, and the personnel, work, services, and activity functions assigned to such properties;
4. All services to be rendered to the public and to Authority personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency, and standard of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed;
5. The utilization of personnel not covered by this Agreement, including but not limited to substitutes, consultants, and supervisors, so long as such utilization does not result in the layoff of existing bargaining unit members; and the methods of selection and assignment of such personnel;
6. The Authority's policies, procedures, objectives, goals, and programs, including but not limited to housing admission, rejection, and exclusion; personnel; housing residents; public health and safety; racial and ethnic balances; and emergency situations with respect to such matters;
7. The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the Authority; equal employment policies and programs to improve the Authority's utilization of women and minorities; the assignment of unit members to any location and also to any facilities,

functions, activities, departments, tasks, or equipment; and the determination as to whether, when, and where there is a job opening;

8. The job classification and the content and qualifications thereof,
 9. The duties, schedules and standards of performance of all managers; and whether unit members adequately perform such duties and meet such standards;
 10. The dates, times, and hours of operation of the Authority's facilities, functions, and activities;
 11. Safety and security measures for housing residents, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties of all personnel with respect to such matters;
 12. The rules, regulations, and policies for all unit members (which are not subject to meet and confer requirements), housing residents, and the public;
 13. The retirement of unit members under PERS for disability; and
 14. The termination or layoff of unit members, consistent with law, as a result of the exercise of any of the rights of the Authority not limited by the language of this Agreement.
- B. All other rights of management of the Authority not expressly limited by the language of this Agreement are also expressly reserved to the Authority.
- C. The exercise of any right reserved to the Authority herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the Authority's right or preclude the Authority from exercising the right in a different manner, nor does the Union waive any rights guaranteed by law.
- D. The Authority retains its rights to temporarily amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. An emergency, for the purposes of this Article, shall be an incident or condition where the safety or health of the public or employees is at threat.
- E. The explicit language of the other Articles of this Agreement shall take precedence over this Article in any dispute between the parties as to the violation of this Agreement.
- F. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the reserved rights of the Authority is not subject to the grievance provisions set forth in this Agreement. However, this provision does not

prevent the grievability of shared rights if found in the other language in the Articles of this Agreement.

- G. Authority to appoint, promote, transfer, demote, suspend, reduce salary in class, separate, and/or terminate the employment of the Authority personnel is vested in the Executive Director.

ARTICLE V GRIEVANCE PROCEDURE

A. Definition.

A grievance is any dispute between (a) the parties, or (b) the Authority and a manager or managers with respect to a claim of violation of one or more specific provisions of this Agreement that adversely affects the claimant grievant. The articles on Disciplinary Action and Authority Rights are not subject to this grievance procedure.

B. Intent.

It is the intent of the parties to this Agreement to anticipate and diminish causes of grievances and to settle any which arise informally at the lowest practicable level of supervision, and as fairly and promptly as possible. Therefore, it is agreed that there should be time limits for the initiation of a grievance after the alleged violation of this Agreement, time limits between steps of the grievance procedure, and time limits for answers at the steps of the procedure. Any grievance not initiated or pursued by the Union or aggrieved manager, as the case may be, within these time limits will be considered settled on the basis of the last act or answer by the Authority, unless the time limit is extended by written agreement of both parties. Failure of the Authority to respond in a timely manner at any step shall entitle the grievant to proceed to the next step in the procedure. This procedure shall be the exclusive procedure for adjustment of grievances for all managers in the bargaining unit.

C. Procedure.

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

D. Informal Grievance.

The aggrieved manager or a representative of the Union (if the Union is the grievant) shall orally present the grievance to the Executive Director within twenty calendar days after the grievant knew or should have known of the act or omission constituting the grievable event but in no event more than forty-five calendar days after the act or omission. The Executive Director shall give his/her

oral answer within twenty calendar days of the date of receipt of the informal grievance.

E. Formal Grievance - Step 1.

If the grievance is not resolved under Section D, it may be reduced to writing on the Authority's form setting forth the following:

1. Name of grievant
2. Manager's title;
3. Grievant's mailing address;
4. A clear statement of the nature of the grievance, citing the applicable section of this Agreement alleged to have been violated and all pertinent facts;
5. The date upon which the alleged grievance occurred;
6. The proposed solution to the grievance;
7. The date of execution of the grievance form;
8. The date of presentation of the informal grievance and the name of the person to whom it was presented.
9. The signature of the grievant; and
10. The name and signature of the grievant's representative, if any. A grievance without all of the information set forth above shall not be processed.

The written formal grievance must be presented to the Executive Director within ten calendar days after the Executive Director's answer under Section D, above, or, if no timely answer was given, within ten calendar days after the deadline for such an answer. The Executive Director may meet with the grievant but in any case shall render a written decision within fifteen calendar days after receiving the formal grievance at Step 1.

F. Formal Grievance - Step 2.

1. If the grievance is not satisfactorily resolved at Step 1, the Union may, within ten calendar days after delivery of the Step 1 decision, request a hearing by a hearing officer to be agreed upon by the Union and the Executive Director from a list supplied by the State Mediation and

Conciliation Service. The request for a hearing shall be made in writing to the Executive Director who shall notify the hearing officer or the Office of Administrative Hearings (see F2, below) of the request. The hearing officer or Office of Administrative Hearings shall then schedule the hearing taking into account the availability of all the parties.

2. If the parties do not agree on a hearing officer within fifteen calendar days after the parties' receipt of the list from the State Mediation and Conciliation Service, the matter shall be heard by an administrative law judge from the State Office of Administrative Hearings.
3. The hearing officer or administrative law judge (hereinafter, the Arbitrator) shall conduct the hearing, and shall render a written proposed decision containing findings of fact and determinations on issues and submit it to Authority's Commission.
4. The Commission may adopt the proposed decision in its entirety, or the Commission may decide the case upon the record, with or without taking additional evidence. The Commission shall render its final decision within sixty calendar days after having received the proposed decision, or within sixty calendar days after having taken additional evidence. A copy of the final decision shall be served upon the grievant and any Union representative. The decision of the Commission shall be final and binding on the parties.

G. Miscellaneous.

1. The Union and the Authority shall each pay one-half the fees and costs of the Arbitrator and any transcript or reporter fees and costs.
2. The Arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement as complained of by the grievant. The proposed decision of the Arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, and upon post-hearing briefs of the parties.
3. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the Arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall therefore not have authority, nor shall s/he consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement as

to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition or subtraction) of the written terms of this Agreement. The Arbitrator shall not render any proposed decision or award, or fail to render any proposed decision or award, merely because in his/her opinion such proposed decision or award is fair or equitable.

4. No proposed decision or award rendered by the Arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the five day period specified in Step 1 of the grievance procedure. The Arbitrator shall have no power to render a proposed decision or award on any grievance occurring before or after the term of this Agreement.
5. Processing and discussing the merits of an asserted grievance shall not constitute a waiver by the Authority of a defense that the dispute is not grievable.
6. The Arbitrator may hear and determine only one grievance at a time unless the Executive Director expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.
7. Motions to Dismiss

If the Executive Director claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, such a claim shall be heard and ruled upon by the Arbitrator prior to any hearing on the merits of the grievance. Upon the request of either party, there shall be a suitable stay/continuance between such a ruling and any further proceedings which may be necessary. The Executive Director may forego the above preliminary motion procedure and have such a claim heard and ruled upon at the hearing prior to the receipt of evidence on the merits.

8. It is expressly understood that the only matters which are subject to advisory arbitration under this Article are grievances which were processed and handled in accordance with the grievance procedure above set forth, and which are not excluded from arbitration by other provisions of this agreement.
9. Neither the Authority nor the Union shall take any reprisal against any employee for his/her participation in the grievance procedure.

**ARTICLE VI
DISCIPLINARY PROCEDURE**

A. Purpose.

1. To provide the Authority and YCH managers with permanent status an appropriate procedure for processing disciplinary actions and to insure that such managers are provided the rights to which they are entitled under the Constitutions of the United States and the State of California, and any applicable State and Federal laws. (NOTE: SECTIONS A THROUGH J OF THIS ARTICLE SHALL NOT APPLY TO PERSONS WHO ARE HIRED INTO VACANCIES IN POSITIONS IN THE MANAGEMENT BARGAINING UNIT AFTER SEPTEMBER 1, 2000; SUCH PERSONS SERVE AT THE WILL OR THE PLEASURE OF THE HOUSING AUTHORITY, MAY BE DISCHARGED OR OTHERWISE DISCIPLINED WITHOUT CAUSE AND WITHOUT A HEARING, AND MAY BE SUBJECT TO SEPARATE EMPLOYMENT CONTRACTS.
2. To specify the procedure for notice, response meetings, and formal hearings on appeal after disciplinary action.

B. Definitions.

1. Disciplinary Action: Dismissal, demotion, reduction of salary in class, or suspension without pay of a manager with permanent status for cause.
2. Parties: The affected manager and the Executive Director of the Authority.
3. Days: Calendar days, unless otherwise stated.
4. Response Meeting: Informal meeting at which the manager has an opportunity to respond to charges prior to disciplinary action.
5. Hearing: Formal hearing held due to appeal of a manager from disciplinary action taken by the Executive Director.
6. Notice: Notice shall be given by personal delivery or by certified mail.

C. Exclusive Procedure.

This procedure shall be the exclusive procedure for taking disciplinary action against managers with permanent status and for appealing those actions.

D. Notice Of Proposed Disciplinary Action.

1. Managers shall be given written notice of a proposed disciplinary action at least ten working days in advance of the date the action is proposed to be taken.
2. The notice of proposed disciplinary action shall contain the following:
 - a. The specific disciplinary action proposed to be initiated;
 - b. The causes for the action and factual charges for the proposed action, including any rule, regulation, ordinance, or statute alleged to have been violated;
 - c. A statement that the manager is entitled to an opportunity to respond to the charges (orally or in writing or both, personally or with a Union representative) to the Executive Director or a person designated by the Executive Director; and
 - d. A statement that if no timely written response or personal response is received by the Executive Director or a person designated by the Executive Director, the Executive Director may order the proposed action into effect.
3. The notice of proposed disciplinary action shall be accompanied by either copies of the material on which the charges and proposal are based, or if the materials are too voluminous to copy easily, a description of the materials and a reasonable opportunity to inspect, summarize, or make copies.
 - a. The manager may copy and inspect all materials designated as the basis for the charges and the proposed disciplinary action.
 - b. The manager may copy and inspect his/her personnel file, upon reasonable request to the Executive Director and at such time as the Executive Director shall set.
 - c. The manager may copy and inspect other Authority records which the manager generated in his/her job.
4. If, during the ten working-day period after service of the notice of proposed disciplinary action, the manager does not deliver a written response to the Executive Director or meet with the person designated by the Executive Director and respond to the charges, the Executive Director may order the proposed action into effect immediately.

5. If the manager requests an opportunity to respond, the Executive Director shall give him/her at least three workdays prior written notice of the time and place of the meeting (preferably at the main offices of the Authority), at which time the manager may respond. The meeting shall be held within the ten-day period described in 4, above, if practicable. If a meeting is scheduled after the ten-day period, the Executive Director shall not take the final action until the conclusion of the response meeting, except as otherwise provided in this article.

E. Response To Notice Of Proposed Disciplinary Action; Meeting.

1. At the time and place set for the response meeting, the manager may respond orally or in writing, alone or with a Union representative.
2. The manager shall not be entitled to call witnesses, shall answer all questions asked by the Executive Director, and shall provide any other information or documents requested.
3. At the meeting, the Executive Director may consider information contained in the proposed charges as well as information presented by the manager or his/her Union representative. If new information relating to new charges is introduced, or if a theory constituting a new ground or occurrence as a basis for discipline is introduced, the manager may request a reasonable continuance to copy materials and respond to these new matters.
4. After the response meeting, the Executive Director shall determine whether or not to issue a Notice of Disciplinary Action.

F. Causes: In addition to any causes provided for by statute or by policy or regulation of the Authority, each of the following constitutes cause for disciplinary action against a manager with permanent status:

1. Falsifying or altering any information supplied to the Authority, including but not limited to information supplied on application forms, employment records, or any other Authority records.
2. Incompetency or unsatisfactory performance.
3. Inefficiency.
4. Neglect of duty.
5. Insubordination.
6. Dishonesty.

7. Drunkenness on duty or being under the influence of alcohol on duty.
8. Intemperance.
9. Addiction to the use of controlled substances or being under the influence of a controlled substance on duty.
10. Absence without leave.
11. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
12. Immoral conduct.
13. Improper political activity.
14. Willful disobedience.
15. Refusal to take and subscribe any oath or affirmation which is required by law in connection with employment.
16. Unlawful discrimination, including harassment, on the basis of race, religious, creed, color, national origin, ancestry, physical handicap, marital status, sex, age, or sexual orientation against another employee or against a member of the public while acting in the capacity of an Authority manager.
17. Misrepresentation or concealment of any fact in connection with obtaining employment.
18. Abuse of illness or leave privileges.
19. Misappropriation of Authority funds or property for personal use or for sale.
20. Discourteous, offensive, or abusive conduct toward or treatment of the public, a Commissioner, unrepresented employees, managers, confidential unit employees, or general unit employees.
21. For managers who drive a vehicle in the course of their employment:
 - a. Failure to maintain a good personal or business driving record;
 - b. Failure to satisfy the insurability requirements of the Authority's

insurance carrier under Authority policies. The Authority's ability to obtain insurance for the manager under a high risk or any policy other than the regular insurance policies does not mitigate this failure.

- c. Failure to maintain a valid California driver's license in full force and effect preventing the operation of a vehicle that the employee must drive in the course of employment.
 - d. Any manager who is caught driving under the influence in a YCH or other government-owned vehicle will be subject to immediate termination.
- 22. Falsifying any information supplied to the Authority such as work time sheets, requests for reimbursements, or any other Authority records.
 - 23. Refusal or failure to submit to an examination by a licensed physician when directed to do so by the Executive Director based upon reasonable suspicion of abuse of leave privileges, of use of alcohol or drugs, or reasonable concern about fitness for duty.
 - 24. Other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the Authority or the person's employment.

G. Initiation And Notification Of Charges - Notice of Disciplinary Action.

- 1. The Executive Director may initiate disciplinary action as defined herein against a permanent manager.
- 2. In all cases involving disciplinary action, the Executive Director shall serve on the manager a written Notice Of Disciplinary Action either personally or by certified mail, at the manager's last known address. A copy shall be mailed to the Union. The Notice shall include:
 - a. A statement of the nature of the disciplinary action (suspension without pay, demotion, reduction of salary in class, discharge);
 - b. A statement of the cause or causes for the disciplinary action, as set forth in F, above;
 - c. A statement of the specific acts or omissions upon which the causes are based; and

- d. A statement of the manager's right to appeal from the disciplinary action and the manner and time within which the appeal must be filed.

H. Right To Appeal.

1. Within ten calendar days after receiving a Notice of Disciplinary Action described above, the manager may appeal in writing. Any written document signed, dated, and appropriately filed within the specified time limit by the manager shall constitute a sufficient appeal. An appeal is filed only by delivering the written appeal to the office of the Executive Director during normal work hours of that office. An appeal may be mailed to the office of the Executive Director but must be received or postmarked no later than the time limit stated herein.
2. The appeal shall contain a statement of the specific grounds and reasons for the appeal and a copy of any materials upon which the manager intends to rely in the appeal.
3. If the manager fails to file an appeal within the time specified, s/he shall be deemed to have waived his/her right to appeal.

I. Amended/Supplemental Charges.

At any time before a final decision on appeal, the Executive Director may serve on the manager an amended or supplemental notice of disciplinary action. If the amended or supplemental notice presents new causes or allegations, the manager shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

J. Proceedings On Appeal.

1. The Executive Director shall, within twenty calendar days, set a date for the hearing which shall be held within thirty days of the date the appeal is received by the Executive Director, subject to the availability of an agreed-upon hearing officer. These time limits may be extended by the mutual written agreement of the parties. If the parties do not agree on the hearing officer within ten calendar days of the receipt of the appeal, the hearing shall be conducted by an administrative law judge from the State Office of Administrative Hearings. The costs of the hearing officer or administrative law judge (hereinafter, the arbitrator), the court reporter, and of providing a record (transcript) of the hearing shall be divided equally between the Union and the Authority.

2. Any appeal from disciplinary action must be made through this procedure. The grievance procedure shall not apply to contest the validity of any disciplinary action or any alleged contract violation related to any disciplinary action.
3. At least five working days prior to the hearing, each party shall serve a list of witnesses and copies of all intended exhibits on the other party. If additional witnesses or evidence are added after this date, the opposing party shall be entitled to a reasonable continuance at the discretion of the arbitrator.
4. The hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The hearing shall be a private hearing.
5. The manager may be represented by the Union, or if the manager chooses not to be represented by the Union, the manager may be self-represented. The manager has the further right to pay for and retain independent counsel for representation at the hearing.
6. The manager shall be entitled to appear personally at the hearing and produce evidence.
7. The Union shall have the right to attend the hearing if the Union is not chosen by the manager as his/her representative.
8. The Housing Authority may also be represented by counsel.
9. At the hearing, the Housing Authority shall have the burden of going forward first with evidence in support of the allegations contained in the order of disciplinary action and shall have the burden of establishing facts by a preponderance of the evidence. The arbitrator shall administer oaths and take official notice of facts as authorized by law.
10. Oral evidence shall be taken only on oath or affirmation.
11. A court reporter shall take a transcript of the hearing.
12. The arbitrator may consider the records of any prior disciplinary actions against the manager which are final, and any records contained in the manager's personnel files if such records were introduced at the hearing.
13. Each party may call and examine witnesses; introduce exhibits; cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; impeach any witness; and rebut evidence. The manager-appellant may be called and

examined as if under cross-examination.

14. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient alone to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.
15.
 - a. Following the hearing, the arbitrator shall promptly prepare and submit to the parties to the hearing a decision in the case. The decision shall contain and be limited to specific factual findings relating to the facts alleged in the disciplinary order and any facts asserted by the manager for purposes of defense or mitigation; a determination of legal issues, if any; a determination of whether the facts found constitute good cause for discipline; and an order that affirms, modifies, or sets aside the order of disciplinary action imposed by the Executive Director.
 - b. If good cause for discipline is found, the arbitrator shall not modify the action imposed by the Executive Director unless the arbitrator determines that the discipline imposed by the appointing authority constitutes an abuse of discretion as a matter of law.
16. The decision of the arbitrator shall be final and binding.
17. The Housing Authority agrees that employees shall not suffer loss of compensation for time during work hours spent as a witness at an arbitration hearing held pursuant to this article. The manager and the Union agree that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE VII TRANSFERS

A. Transfer.

The Executive Director reserves the right to transfer managers in accordance with the needs of the Authority as determined in good faith by the Executive Director. No manager shall be permanently transferred between locations without ten calendar days prior written notice. No manager shall be temporarily transferred

without at least one calendar day prior notice, except in cases of emergency. Temporary transfers shall be for a period not to exceed ninety working days.

ARTICLE VIII LAYOFFS

A. Layoff

1. The provisions of this Article shall apply only to managers hired into positions in the management bargaining unit on or before September 1, 2000.
2. When for reasons of lack of funds, lack of work, reclassification, or reorganization, the Authority has determined a layoff is necessary, the Executive Director shall give notice thereof to the affected managers. Thereafter, persons to be laid off shall be determined in accordance with the rules set forth in this article. The Executive Director shall make an effort to transfer any manager who is to be affected by a reduction in force to another vacant position for which, as determined by the Executive Director, the manager qualifies.
 - a. Seniority: The seniority date of a manager for purposes of layoff and rehire shall be based upon the first day of paid service. A break in employment shall result in the acquisition of a new seniority date. Any manager laid off again after acquiring permanent status shall, after reinstatement, regain the seniority s/he possessed at the time of layoff. Periods of approved absences in paid status shall be credited as continuous Authority employment.
 - b. Bumping: A manager whose position is eliminated may bump a less senior employee in the last lower-level position in which the manager served and attained permanency, provided it has not been abolished and the qualifications have not changed. A manager who cannot bump into his/her last held position because of lack of seniority over the incumbent or other reasons may then bump into the position s/he held with permanent status prior to that time, under the same conditions stated above. A manager who has previously held more than one position with permanent status in the Authority shall bump back in sequence from the most recent to the earliest position held.
 - c. Notwithstanding the provisions of Section A2, above, a manager may exercise the bumping rights provided therein only on condition that the manager:
 1. has more Authority-wide seniority than the employee to be displaced;

2. is willing to accept the reduced compensation level;
 3. meets the minimum qualification for the lower class, as determined by the Executive Director; and
 4. requests displacement action in writing to the Executive Director within five days after receipt of the notification of layoff.
3. Notice of Layoff.
- a. The manager shall be given written notice of layoff by the Executive Director at least twenty-one calendar days in advance of the effective date of such layoff. The notice of layoff shall include the following information: Reason for layoff, effective date of layoff, a form to assert displacement rights, and any information required by Unemployment Insurance Code § 1089 and 22 CCR section 1089-1.
 - b. A manager who has been notified of his/her impending layoff shall be granted up to 48 hours released time without a loss of pay or benefits, through prior arrangement with the Executive Director, to obtain other employment. In addition, managers may request scheduling of accrued vacation for this purpose once notice is given to the manager.
4. Health Insurance: A manager who has been laid off may elect to continue health insurance coverage in the group at his/her own cost, as provided by COBRA, provided that the insurance policy involved allows such continuance. It is the manager's responsibility to make mutually agreeable arrangements for such coverage with the Authority's Business Office.

ARTICLE IX EVALUATION AND PERSONNEL INFORMATION

A. Performance Evaluations.

1. a. Managers shall be evaluated by the Executive Director at least once each year in the calendar month prior to the manager's anniversary date, except during the first year of employment during which they shall be evaluated more frequently. The evaluation shall be a narrative based upon the duties and responsibilities described in the position's job description and such other duties and responsibilities that the Executive Director from time to time has given the manager. The overall rating given to the manager shall be either "satisfactory"

or "unsatisfactory."

- b. The format for the evaluation (i.e., the evaluation document) shall be developed by mutual agreement of the Executive Director and the Union; until that agreement is reached, the Executive Director's narrative shall be the evaluation.
2. If a manager feels that a performance evaluation is in error, s/he may request a meeting with the Executive Director to review the evaluation. The manager shall specify in writing any issues of disagreement. The Executive Director shall render a written decision on the controverted issues within ten working days of the receipt of the request for review. The request for review may be filed only if the manager receives an overall rating of less than satisfactory.
3. The performance ratings in an evaluation are not subject to the grievance procedure. Violations of the evaluation procedure are grievable but one or more procedural errors shall not result in invalidation of an evaluation unless the errors were material and adversely affected the manager's ability to perform his/her duties satisfactorily and obtain an overall satisfactory rating.

B. Personnel Information.

1. All manager personnel files are the property of the Housing Authority. A manager's permanent personnel file contains application materials, payroll records, performance appraisals, supervisory notes and records, and any administrative action related to the manager's employment. With the approval of the Executive Director, managers may request materials be placed in their file. This personnel file is maintained under the supervision of the Executive Director. It is confidential and only those with the responsibility and the need to know will have access to it. Managers who wish to see their personnel files may make arrangements by contacting the Executive Director. The file may be viewed in the presence of the Executive Director at a mutually convenient time during regular business hours.
2. All managers are required to notify the Executive Director in writing as changes in their personnel information occur. Notification of changes of address, telephone number, marital status, number of dependents, insurance beneficiaries, educational accomplishments, or emergency information should be submitted as soon as possible in order to keep payroll, insurance, benefits, and personnel information accurate and up-to-date.

ARTICLE X COMPENSATION

- A. When new positions in the management bargaining unit are established by YCH or if the job description of an existing position in the bargaining unit is substantially changed, YCH shall assign a proposed salary range to the position and forward the information to the Union for review. Pending review and any resulting negotiations, YCH may pay a salary in the proposed salary range to affected managers. The Agreement will then be subject to reopening for the sole purpose of negotiating a salary range for the position, and only if so requested in writing by the Union and filed with the Executive Director within fifteen calendar days after the information is forwarded to the Union.
- B. Salaries.
1. There will be no salary increase during the term of this Agreement.
- C. Merit Pay Annual Increase.
1. Each bargaining unit classification shall have a wages range which includes five steps as specified in Exhibit A to this Agreement. A permanent full-time manager shall receive a one step increase in wages annually on his/her anniversary date (up to the top (fifth) step in the range) unless his/her overall job performance has been evaluated by his/her evaluator as less than satisfactory. In that event, the manager shall remain at the same wage until s/he has received the next annual evaluation and has received an overall performance rating of satisfactory or higher at which time, prospectively, the manager shall receive the one step increase, up to the maximum wage step in the range (unless s/he was already at the maximum wage step in the range). (Failure of the Executive Director to meet a time deadline for completion of an evaluation shall not prevent the withholding of a merit increase unless the delay exceeded sixty (60) days; it is the fact of an evaluation, albeit delayed, that is key.)
 2. Denial of a merit pay (annual) increase based upon less-than-satisfactory performance shall not be subject to the grievance procedure. The Executive Director's decision shall be final and binding on the parties.
- D. Longevity Steps. Notwithstanding the established maximum wage, a manager who has been at the existing maximum wage for three (3) years and has received at least a satisfactory overall rating in each of the last three annual evaluations shall be entitled to a two and one-half percent (2 1/2%) increase above the maximum wage. A second longevity pay increase of two and one-half percent (2 1/2%) shall be awarded following an additional three (3) years of employment during which the manager has received at least a satisfactory

overall rating in each of the three annual evaluations. A third and final longevity pay increase of two and a half percent (2 ½%) shall be awarded following an additional five (5) years of employment beyond the effective date of the second longevity pay increase provided the manager obtains at least a satisfactory overall rating in each of the three annual evaluations. No further or additional longevity pay increases shall be awarded with respect to any particular job classification.

E. Health and Welfare Benefits:

1. Upon execution of this Agreement the Housing Authority shall implement a cafeteria benefit plan for medical, dental and vision insurance plans for each employee. Under the cafeteria benefit plan, employees shall receive a monthly amount to put towards the cost of medical, dental and vision insurance as set forth below:
 - a. Employee only: \$590.00
 - b. Employee plus one dependent: \$1,000.00
 - c. Employee plus family: \$1,305.00
 - d. 0 coverage (medical): \$495.00
2. Employees may select from the PERS medical insurance plans now in effect. Unless there is a written agreement between the parties to leave the PERS medical plans, the medical plans utilized through PERS will remain in effect. Employees must continue vision and dental coverage as well.
3. Any amount remaining in the cafeteria plan after payment of medical, dental and vision insurance premiums selected by the employee or any amount remaining of any opt out payment after deductions for vision and dental insurance shall be directed to a deferred compensation account or directed to cover the employee's share of the PERS contribution.
4. An employee may opt out of the cafeteria plan upon providing written verification of equivalent medical insurance to the Housing Authority. In the event of such an opt out by an employee the employee shall receive an opt out payment in the amount of four hundred ninety-five dollars (\$495.00) per month less deductions for vision and dental.

F. Discretionary Benefits.

Discretionary Benefits in the amount of \$500.00 per member will be paid by YCH for specified uses in an HSA or other-approved vehicles by YCH.

E. Bilingual Pay Differential.

1. Employees qualifying as bilingual pursuant to a test given by an outside provider selected by the Housing Authority shall receive differential pay in the amount of \$40.00 per month for employees qualifying as bilingual for a second spoken language other than English and \$70.00 per month for employees qualifying as bilingual in a second language other than English with respect to reading, writing and speaking. This provision shall not apply where only a single language speaking ability (such as Spanish) is the requirement for a particular job classification or assignment. Employees who speak, read and write more than one language other than English are eligible for only one bilingual differential pay.

**ARTICLE XI
HOURS AND CONDITIONS OF WORK**

A. Work Schedules.

During the term of this Agreement, normal work hours for managers are forty hours per week pursuant to a schedule approved by the Housing Authority provided, however, managers shall work as necessary to fulfill the job's responsibilities in an efficient and effective manner as determined by the Executive Director, and shall also attend governmental meetings, Housing Authority residents' meetings, and such other meetings, functions, and management training sessions as are reasonably determined by the Executive Director to be appropriate, whether or not such meetings, functions, or training sessions occur during normal YCH business hours. Failure or refusal by a manager to attend any such meetings, functions, or sessions may result in disciplinary action against the manager, up to and including termination of employment.

B. Alternative Work Schedules.

1. Any employee or group of employees desiring an alternate work schedule may request in writing that such be established by YCH.
2. For purposes of this Section, alternative work schedules shall mean either:
 - a. A biweekly work schedule consisting of eighty (80) hours of work in no fewer than eight (8) work days with no more than ten (10) hours scheduled on any workday.

C. Mileage.

1. Managers are entitled either to use of a YCH vehicle for YCH business or a monthly transportation allowance of \$450 during the term of this agreement. Any manager who receives a vehicle allowance for the personal use of their personal vehicle and is required to travel to an adjacent county to supervise a site that is under their daily management and supervision responsibilities will not be compensated for such mileage. However, managers who must travel to other countries to attend trainings or meetings with the State of California, other HUD-related activities, Office of Migrant Services, or other duties and responsibilities in fulfillment of their positions will be compensated. The mileage allowance shall be the maximum rate approved by the Internal Revenue Service for business mileage reimbursement without attribution to the manager's income.
2. All mileage claims are due within thirty days after incurred. A check will be issued to the manager during the next accounts payable run, but not later than fourteen days.

D. Record-keeping

1. Accurately recording days worked is the responsibility of every manager.
2. Managers shall accurately record any time away from work on leaves of absence.

**ARTICLE XII
LEAVES OF ABSENCE, HOLIDAYS AND VACATION**

A. Attendance and Absences.

1. One indicator of the quality of a manager's performance is regular attendance. A manager must be reliable. Whenever a manager is unable to come to work or will be more than a few minutes late, the manager must let the Executive Director know of the expected absence or expected arrival as soon as possible.
2. If a manager is sick or injured and cannot come to work, YCH needs the manager's cooperation to properly cover her/his job. Therefore, a manager must notify the Executive Director that the manager will be absent and of when s/he expects to return to work. If a manager does not know the return date, the manager must call the Executive Director each day within the one hour period before the beginning of his/her regular workday.
3. If a manager knows in advance that s/he is going to be absent, the manager must schedule the absence with the Executive Director a reasonable time in advance of the absence.

4. Excessive absence and failure to report absence on time may lead to discipline, up to and including termination of employment. Absences are excessive if they occur frequently or if they show a pattern.

B. Holidays.

1. All YCH managers shall be entitled to the following holidays with pay:
 - a. Independence Day-July 4th
 - b. Labor Day-(1st Monday of September)
 - c. Veteran's Day (November 11th)
 - d. Thanksgiving Day (4th Thursday of November)
 - e. Day After Thanksgiving
 - f. Christmas Day (December 25th)
 - g. New Year's Day (January 1st)
 - h. Martin Luther King Jr.'s Birthday (Observed 3rd Monday of January)
 - i. President's Day (3rd Monday in February)
 - j. Memorial Day (last Monday in May)
 - k. Four Floating Holidays. (See Section B, below.)
 - l. All other days appointed by the President of the United States or Governor of the State of California for a public fast, thanksgiving or holiday and approved by the YCH.
2. If a holiday falls on a Friday or Saturday, it will be observed the preceding Thursday; if a holiday falls on a Sunday, it will be observed on the following Monday. Where a holiday falls on a Friday or Saturday and the Housing Authority will not be closed on the prior Thursday, the employee has the option to observe the holiday on the preceding Thursday or the following Monday, or to add the holiday hours to his/her holiday bank; providing that the observance is scheduled and approved in advance with the employee's supervisor.
3. If a holiday falls during a manager's approved vacation period, the manager

will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed.

4. Managers on leave of absence for any reason are ineligible for holiday benefits for holidays that are observed during the period they are on leave of absence.
5. All managers receive during a given fiscal year four paid floating holidays which may be taken off at any time during the year with the advance approval of the Executive Director. A manager may have only four floating holidays during any given fiscal year. If a manager has four unused floating holidays on the books, s/he will not be given any new floating holidays until some of the four unused days have been used. Upon termination of employment, the manager's unused floating holiday(s) shall be paid at his/her current daily rate.
6. Managers hired after July 1st shall be credited with floating holiday time at the rate of two hours for each month remaining in the fiscal year from the date of employment.

C. Vacation.

1. Paid vacation is available to managers to provide opportunities for rest, relaxation, and personal pursuits.
2. Managers shall be entitled to accrue vacation days beginning on the first day of employment.
3. In order to allow a well-coordinated schedule, managers shall submit their request for vacation leave to the Executive Director at least thirty calendar days prior to when they would like to take their vacation. Approval will depend on whether, in the Executive Director's determination, the request would impose an undue hardship on YCH's workload. The Executive Director may require a manager to take accrued vacation and schedule the manager's use of vacation.
4. The maximum amount of paid vacation time, monthly accrual rate, and maximum vacation accrual amounts increase with length of service.

5. Vacation Accrual for Managers.

<i>Years of Service</i>	<i>Maximum Vacation per Year (Days 8 hrs)</i>	<i>Accrual Rate (Hours/Month)</i>	<i>Maximum Permissible Accrual</i>
3 years or less	10 days	6.67 hours	320 hours
After 3 years	15 days	10.00 hours	320 hours
After 11 years	16 days	10.67 hours	320 hours
After 12 years	17 days	11.33 hours	320 hours
After 13 years	18 days	12.00 hours	320 hours
After 14 years	19 days	12.67 hours	320 hours
After 15 years	20 days	13.33 hours	320 hours
After 16 years	21 days	14.00 hours	320 hours

Accrual rates assume a full-time manager working at least forty per week. During the term of this Agreement, full-time employees will continue to accrue vacation as if they were working a forty hour work week. Part-time employees will accrue vacation on a pro rata basis based on the number of hours worked during a week.

6. A manager who reaches the maximum accrual amount does not accrue additional vacation leave until s/he utilizes vacation leave so that there is room under the maximum accrual cap. During the term of this Agreement, the maximum accrual amount is increased to three hundred twenty (320) hours. Upon expiration of this Agreement the maximum accrual amount will return to two hundred eighty (280) hours. Consequently, managers who have accrued 280 hours of earned vacation time at the beginning of the, fiscal year should schedule and take at least eighty hours of vacation time during the fiscal year.

7. A manager continues to accrue vacation leave while on any authorized and compensated paid leave but does not accrue any vacation leave during any leave without pay.
8. Upon separation from YCH employment, managers will be paid for unused vacation time. The manager's current rate of pay prior to the date of termination will be used to calculate payment.
9. A manager who becomes ill while on vacation and desires to claim sick leave rather than vacation leave shall make such a request as soon as possible after s/he desires sick leave to begin. The Executive Director may require a medical doctor's certification that the manager has been examined and is ill.

D. Leave Buy-Back.

1. There shall be no leave buy-back allowed up to and until January 1, 2010 at which time YCH shall conduct an evaluation of the budgetary status of YCH and may determine in its sole discretion whether budgetary conditions warrant allowing employees to buy back up to eighty (80) hours of vacation leave. Upon the expiration of this Agreement, the maximum number of hours allowed for buy back shall increase to one hundred forty four (144) absent the parties reaching a different agreement.
2. For purposes of buy-back, leave is defined as only vacation, management leave, or floating holidays.
3. All requests for buy-back shall be submitted in writing to the YCH Finance Department for processing. Payments will be issued as soon as administratively feasible.

E. Sick Leave.

1. Sick leave is a manager benefit provided by YCH for periods of temporary absence due to illnesses or injuries. It is not an earned right to be used like vacation time. Sick leave is granted to a manager when s/he must be absent from duty because of an illness or injury.
2. Full-time managers shall accrue eight hours of sick leave with pay for each one month of service. Sick leave shall be credited as of the first of each month following the completion of one month of employment. All unused sick leave may be carried forward into the next year.
3. Pay for any day of sick leave absence shall be the same as the pay that would have been received had the manager worked on the day of illness.

4. Managers who are unable to report to work due to illness or injury shall notify the Executive Director by telephone before the scheduled start of their workday. The Executive Director must also be contacted on each additional day of absence, unless other arrangements have been made. When the manager returns to work, s/he must sign an absence request form and have it approved by the Executive Director. All managers may be required to submit a physician's written verification of the manager's illness or injury for any such absence.
5. Notwithstanding the provisions of this Section E, and recognizing a potential for abuse of sick leave, the Executive Director may employ reasonable means to determine the validity of any sick leave need or use. The Executive Director may require a licensed physician's statement verifying the need for any sick leave including medical appointments, illness, injury, and beginning and expected ending dates. Any manager who is on an excused absence for more than three days due to illness or injury must contact the Executive Director prior to returning to the workplace.
6. Sick leave may be applied to:
 - a. An absence due to a manager's personal illness or injury.
 - b. Medical and dental appointments, provided the manager notifies the Executive Director in advance.
 - c. Care for an ill spouse, child, or other member of the manager's household.
 - d. Death in the manager's immediate family.

F. Leaves of Absence.

1. Introduction.

- a. It is YCH's policy to grant leaves of absence under certain circumstances to all eligible managers on a nondiscriminatory basis. Except as otherwise indicated, all leaves of absence approved by YCH are on an unpaid basis.
- b. Subject to any applicable legal restrictions, requests for leaves of absence will be considered on the basis of the manager's length of service, performance, level of responsibility, the reason for the request, and YCH's ability to obtain a satisfactory replacement during the time the manager is away from work.

- c. Managers having any questions regarding this policy should contact Accounting.

2. Family Care and Medical Leave.

- a. Eligibility. To be eligible for family care and medical leave, a manager must:

- 1. have worked for YCH for at least twelve months prior to the date on which the leave is to commence; and
- 2. have worked for YCH at least 1,250 hours in the twelve months preceding the leave.

- b. Permissible Uses of Family Care and Medical Leave. "Family care leave" may be requested for:

- 1. the birth or adoption of a manager's child;
- 2. the placement of a foster child with the manager; or
- 3. the serious health condition of a manager's child, spouse, or parent. "Medical Leave" may be requested for a manager's own serious health condition. "Serious health condition" is one that requires either inpatient care in a medical facility or continuing treatment or supervision by a health care provider.

- c. Substitution of Paid Leave for Family Care and Medical Leave. Managers are required to substitute accrued vacation time and other paid personal leave for all family care and medical leaves. Managers are required to substitute sick leave only for medical leaves.

- d. Amount of Leave.

- 1. Provided all the conditions of this policy are met, a manager may take a maximum of 12 weeks of family care and medical leave in a 12-month period. The 12-month period commences on the first day on which the first family care or medical leave is taken. Spouses who are both employed by YCH may take a maximum combined total of 12 weeks of family care leave in a 12-month period for the birth, adoption, or foster care of their child.
- 2. The substitution of accrued paid leave for family care or

medical leave does not extend the total duration of family care and medical leave to which a manager is entitled to beyond 12 weeks in a 12month period. For example, if a manager has accrued four weeks of unused paid vacation time at the time of the request for family care or medical leave, that paid vacation time will be substituted for the first four weeks of family care or medical leave, leaving up to eight additional weeks of unpaid leave.

3. Family care leave taken for the birth, adoption, or foster care placement of a child must begin within one year of the birth, adoption, or placement and may not be taken intermittently or on a reduced schedule without the Executive Director's permission. YCH retains the discretion to temporarily transfer the employee to an alternative position for which the employee is qualified and which better accommodates recurring periods of intermittent leave or leave on a reduced schedule taken for the employee's own serious medical condition. (29 CFR Sec. 825.204(a).)

e. Procedure for Requesting Family Care and Medical Leave:

1. Notice requirements.

- a. The manager should notify the Executive Director of his/her request for family care or medical leave as soon as s/he is aware of the need for such leave. For foreseeable events, if possible, the manager must provide 30 calendar days' advance written notice to the Executive Director of the need for family care or medical leave. For events that are unforeseeable 30 days in advance but are not emergencies, the manager must notify the Executive Director in writing as soon as s/he learns of the need for the leave, ordinarily no later than 2 to 3 working days after the manager learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the manager may be asked to reschedule the treatment so as to minimize disruption of the Housing Authority operations. If a manager fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the Executive Director reserves the right to deny the taking of the leave until at least 30 days after the date the manager provides notice of the need for family care or medical leave.

- b. All requests for family care or medical leave should include the anticipated date(s) and duration of the leave. Any requests for extensions of a family care or medical leave must be received at least five working days before the date on which the manager was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the family care or medical leave.

2. Medical Certification.

- a. Any request for medical leave for a manager's own serious health condition or for family care leave to care for a child, spouse, or parent with a serious health condition must be supported by medical certification from a health care provider.
- b. The manager must provide the required medical certification within fifteen calendar days after the Executive Director's request for certification, unless it is not practicable under the circumstances to do so. Failure to provide the required medical certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required medical certification within fifteen days of being asked to do so may result in a denial of the manager's continued leave. Any request for an extension of the leave also must be supported by an updated medical certification. The medical certification for a child, spouse, or parent with a serious health condition shall include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) the health care provider's estimate of the amount of time needed for family care; and (d) the health care provider's assurance that the health care condition requires family care leave.
- c. The medical certification for leave for the manager's own serious health condition shall include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; and (c) a statement that, due to the serious health condition, the manager is unable to perform the functions of his/her position. In addition, the Executive Director may

require the manager to obtain a second opinion from a doctor of the Executive Director's choosing at YCH's expense. If the manager's health care provider and the doctor providing the second opinion do not agree, the Executive Director may require a third opinion, also at YCH's expense, performed by a mutually agreeable doctor who will make a final determination. Before permitting the manager to return to work, the Executive Director also may require the manager to provide medical certification that s/he is able to return to work.

- f. Leave's Effect on Pay. Except to the extent that other paid leave is substituted for family care or medical leave, family care leave is unpaid.

- g. Leave's Effect on Benefits.
 - 1. During a manager's family care or medical leave, YCH shall continue to pay for the manager's participation in YCH's group health plans, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same terms and conditions as would apply had the manager not taken leave.

 - 2. If the manager fails to return from the leave for a reason other than the recurrent or continuation of the health condition that brought about the leave or other circumstances beyond the manager's control, the manager shall reimburse YCH for any health premiums paid by YCH on the manager's behalf during any unpaid periods of the leave.

- h. Leave's Effect on Reinstatement.
 - 1. Managers returning from family care or medical leave are entitled to reinstatement to the same or comparable position consistent with applicable law. YCH retains the right to deny reinstatement to managers who are 25 among the highest paid ten percent of YCH's managers and whose reinstatement would cause substantial and grievous economic injury to YCH's operations.

 - 2. If the manager fails to return from the leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond the manager's control, the manager may, at YCH's option, be

required to reimburse YCH for any health premiums paid by YCH on the manager's behalf during any unpaid periods of the leave. The manager also may, at YCH's option, be required to reimburse YCH for such health premiums paid during the manager's unpaid leave if, upon the manager's return, s/he requests and is granted a reduced work schedule for which such benefits would not be paid by YCH.

3. Managers on family care or medical leave accrue employment benefits, such as sick leave and vacation benefits, only when paid leave is being substituted for unpaid leave and only if the manager would otherwise be entitled to such accrual.

3. Pregnancy-Related Disability.

- a. Any manager who is disabled on account of pregnancy, childbirth, or a related medical condition may request a pregnancy-related disability leave. This leave may be for the period the manager's doctor verifies that the manager is disabled by pregnancy, childbirth, or a related medical condition, and that the manager is unable to perform her job, up to a maximum of four months. This leave is in addition to any family care or medical leave to which the manager may be entitled under YCH's Family Care and Medical Leave policy. The manager must consult with YCH and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to YCH's operations. Any scheduling, however, shall be subject to the approval of the manager's health care provider.
- b. YCH will provide a reasonable accommodation to a manager disabled by pregnancy, childbirth, or related medical condition, if she so requests, with the advice of her health care provider. Such reasonable accommodation may include a temporary transfer to a less strenuous or hazardous position, if the manager so requests and is qualified to perform the job, with the advice of her physician. However, YCH will not create an additional position for such an accommodation nor will the Executive Director discharge any manager or transfer a manager with more seniority.
- c. Leave Requests.
 1. For foreseeable events, if possible, the manager must provide thirty days advance notice of the need for such leave.
 2. For events that are unforeseeable thirty days in advance, the

manager must notify the Executive Director as soon as practicable.

3. All leave requests must include the anticipated date(s) and duration of the leave. Any requests for extension of such leave must be received by YCH at least five working days before the date on which the manager was originally scheduled to return to work and must state the revised anticipated date(s) and duration of the leave.

d. Terms of Pregnancy Leave.

Pregnancy disability leave may be taken intermittently or on a reduced work schedule when medically available, as determined by the manager's health care provider. If it is medically advisable for a manager to take intermittent leave or leave on a reduced work schedule and it is foreseeable based on planned medical treatment because of pregnancy, the Executive Director may require the manager to transfer to an available alternative position. This alternative position shall have the equivalent rate of pay and benefits; the manager must be qualified for the position; and it must better accommodate recurring periods of leave than the manager's regular job. It does not have to have equivalent duties. Transfers to an alternative position may include altering an existing job to accommodate better the manager's need for intermittent leave or a reduced work schedule.

e. Certificate of Eligibility.

1. Managers must consult with the Deputy Executive Director to determine their eligibility for the leave, the length and terms of the leave, and reinstatement.
2. The provisions of YCH's Family Care and Medical Leave policy regarding notice (Section F(2)(e)(1)), the effect of the leave on medical certification requirements (Section F(2)(e)(2)), the effect of the leave on pay (Section F(2)(f)), and the leave's effect on reinstatement (Section F(2)(h)) also apply to all pregnancy-disability related leaves.

4. Other Disability Leaves. In addition to medical leaves described in the other provisions of Section F, a manager may request a temporary disability leave of absence if necessary to reasonably accommodate a work place injury or an ADA-qualified disability. Any disability leave under this section will begin after the manager has exhausted any medical leave to which the manager is entitled under Section F2 (Family Care, Medical and Other

Leave) of this article. Managers taking disability leave must comply with the Family Care and Medical Leave provisions regarding substitution of paid leaves (Section F2f), and medical certification (Section F2e(2)). For the purpose of applying these provisions, a disability will be considered to be a serious health condition. During a disability leave under this section, managers are not entitled to any continued employer contributions towards any manager benefit plan. A manager, however, may elect to continue participating in such benefit plans at the manager's own expense, to the extent permitted by such plans.

5. Legally Required Leaves of Absence.

- a. Managers will be granted leaves of absence as required by law for the purpose of fulfilling any required legal or military obligation, including but not limited to jury duty, appearance as a witness in a legal proceeding, military reserve duty, appearance at school by a parent when requested (pursuant to the Education Code), performance of emergency duty by a volunteer fire-fighter, and appearance as a victim of domestic violence in a legal proceeding to obtain relief to ensure the health, safety, or welfare of the manager or his/her child. Jury duty paid leave will be limited to eighty (80) hours except with the express prior approval of the Executive Director.
- b. Managers who are parents, guardians, or grandparents having custody of one or more children in grades 1-12, inclusive, or if the children attend a licensed child day care facility, such managers may take off up to 40 hours each year, not exceeding 8 hours in any calendar month to participate in activities of the school or licensed child day care facility of any of the manager's children attending such facilities. Any manager taking time off pursuant to this paragraph shall utilize existing vacation, or leave of absence without pay. Any such manager must give at least two weeks advance notice to the Executive Director prior to taking the time off. Any such leave shall be in compliance with the provisions of Labor Code §230.8.
- c. Managers who are not seeking leave for court appearances as victims of domestic violence are required to provide reasonable advance notice of any need for such leave and are expected to return to work each day or portion of the day that they are not selected for jury duty or called as a witness.
- d. Managers who are seeking leave for court appearances as victims of domestic violence are required to provide notice of such leave unless an emergency court appearance is required for the health, safety, or welfare of the domestic violence victim or his/her child.

When an unscheduled or emergency court appearance is required, the Authority shall not take any action against the manager if the manager, within a reasonable time after the appearance, provides evidence from the court or prosecuting attorney that s/he has appeared in court.

- e. For managers, salary during leave will be offset by any amounts received as jury or witness fees or as military pay.

6. Leave of Absence Without Pay.

- a. Any manager may be granted a leave of absence without pay upon approval by the Executive Director. A leave of absence without pay may be granted for illness, disability, or other appropriate personal reasons. A manager on leave of absence without pay may make arrangements, satisfactory with YCH's business officer, for continued medical and dental insurance; the manager will be required to pay both YCH's and the manager's contribution.
- b. Request for any leave of absence without pay shall be made in writing to the Executive Director and shall state specifically the reasons for the request, the date the desired leave is to begin, and the probable date of return. The Executive Director shall respond, either granting or denying the request. If the requested leave of absence without pay is for illness or disability, the manager shall request leave according to the procedures set forth in Section F2e(1) and (2), above.
- c. A leave of absence without pay for a period of not more than one year may be granted upon approval by the Executive Director. If a manager wishes to return to work early from a leave of absence, s/he shall provide reasonable advance notice to the Executive Director and seek the Executive Director's approval. Failure to return to work at the expiration of a leave of absence shall be considered abandonment of position and cause for immediate dismissal.

G. Absence Without Notification.

- 1. If a manager is absent without providing proper notification to the Executive Director, deduction may be made from his/her salary for the period of absence, and may result in disciplinary action up to and including termination of employment.
- 2. Absence without notification of more than five working days shall be considered abandonment of position and may result in immediate dismissal.

H. Notice on Application of Leave.

Any manager who is off work on pregnancy disability leave, industrial accident leave, or non-industrial, disability leave (SDI) may choose to have accrued paid sick leave or vacation leave applied to time off, or may choose not to have such paid leave applied. When a manager requests leave under any of the provisions mentioned above, s/he must indicate in writing before or two weeks after leave begins a preference that paid accrued leave is not to be used. In the absence of a written statement of preference from the manager that paid accrued leave is not to be used, YCH will charge paid accrued leave in an amount equal to the difference between the amount of workers' compensation or SDI benefits to which the manager is entitled and the manager's full wage or salary. Under no circumstances may the manager be paid more than his/her full wage or salary.

- I. Management Leave. Since managers are exempt from the minimum wage and overtime provisions of the law, YCH provides them annually with up to 80 hours of paid management leave. Supervisors will also receive 80 hours of management leave. Time and extent of usage of management leave are subject to prior approval of the Executive Director. Management leave shall accrue and be available to a manager only if his/her performance is, in the sole determination of the Executive Director, satisfactory or higher in all categories of duties and responsibilities. In the event a manager terminates employment, s/he will not be required to pay back any portion of management leave previously taken, nor will the Authority pay any manager for management leave left on the records after termination of employment.

**ARTICLE XIII
MISCELLANEOUS**

A. Discrimination.

The Authority and the Union agree not to unlawfully discriminate against any manager on the basis of Union membership or non-membership or on the basis of Union activity protected under the California Meyers-Milias-Brown Act.

B. Savings.

If any part of this Agreement is found by a court of competent jurisdiction to be illegal, such illegality shall not in any way invalidate any other parts of this Agreement.

C. Concerted Activities and Lockouts.

For the duration of this Agreement and any good faith negotiations to create a successor Agreement, the Union and its bargaining unit members agree that they,

and each of them, shall not call, sanction, or engage in any strike (including sympathy strikes), slowdown, suspension of or stoppage of work activity, sickout, or any other activity against the Authority which would involve suspension of or interference with the normal work of the Authority, and the Authority shall not cause or engage in any lockout of bargaining unit members. In the event that bargaining unit members participate in any such activity, the Union shall notify them to cease and desist from such activity and instruct them to return to their normal duties.

D. Driver License And Insurability.

1. Current practices regarding the use of personal vehicles for YCH business by managers shall continue unchanged. A manager may be required as a condition of employment to provide a personal vehicle for YCH business.
2. A manager who is authorized to drive an YCH vehicle or personal vehicle in the course of his/her employment shall be required as a condition of employment to maintain the required driver license for the vehicle utilized on the job and the minimum insurance on the personal vehicle which is required by State law.
3. In addition, a manager who is authorized to drive a YCH vehicle in the course of his/her employment shall maintain a safe driving record such that no assigned risk or insurability penalties are applied to YCH's insurance rates. Failure to do so will necessitate that the manager provide his/her personal vehicle for use on the job where possible, and in other instances, may result in disciplinary action and/or the manager's payment of the increased insurance charges.
4. The manager shall notify the Executive Director of the loss, suspension, or cancellation of his/her driver's license on the first working day following such loss.

E. Retirement Contributions To PERS.

1. The PERS retirement formula for covered employees is 2% at 55. The Housing Authority shall pay the employer share of the PERS contribution and half of the employee share of the PERS contribution (3.5% of wages). Employees shall pay half the employee share of the PERS contribution (3.5% of wages).
2. The parties agree to renegotiate in good faith the amount of the employee share of PERS contribution, if any, paid by employees during negotiations for any subsequent agreement.

F. Term of Agreement.

1. This Agreement shall remain in full force and effect from upon final ratification of this Agreement by both parties retroactive to July 1, 2009 to and including June 30, 2010.

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

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 856

HOUSING AUTHORITY OF THE
COUNTY OF YOLO

By: _____
Kenneth Akins
Lead Negotiator

By: _____
Lisa A. Baker, Executive Director
Lead Negotiator

By: _____
Brenda Lomeli
Shop Steward

By: _____
Daniel Cederborg
Agency Counsel

Approved by Final Determination of the Board of Commissioners of the Housing Authority of the County of Yolo on this _____ day of _____, 2009.

Helen M. Thomson, Chair
Board of Commissioners of the
Housing Authority of the County of Yolo

Approved as to Form:

By _____
Daniel Cederborg, Agency Counsel

Attest:

Ana Morales, Clerk
Board of Commissioners of the
Housing Authority of the County of

By _____
Deputy