

AGREEMENT

BETWEEN

HOUSING AUTHORITY OF THE COUNTY OF YOLO

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL 856

COVERING ALL EMPLOYEES IN THE GENERAL UNIT

JULY 1, 2009 THROUGH JUNE 30, 2010

TABLE OF CONTENTS

	Page
PREAMBLE	3
ARTICLE I -DEFINITIONS	3
ARTICLE II - RECOGNITION	6
ARTICLE III - UNION RIGHTS AND RESPONSIBILITIES	7
ARTICLE IV - HOUSING AUTHORITY RIGHTS	14
ARTICLE V - GRIEVANCE PROCEDURE	16
ARTICLE VI - DISCIPLINARY PROCEDURE	20
ARTICLE VII - PROBATIONARY PERIOD	28
ARTICLE VIII – TRANSFERS.....	29
ARTICLE IX - LAYOFFS	29
ARTICLE X - SAFETY	33
ARTICLE XI -EVALUATION AND PERSONNEL INFORMATION	35
ARTICLE XII -COMPENSATION	36
ARTICLE XIII - HOURS AND CONDITIONS OF WORK	38
ARTICLE XIV - CLASSIFICATION AND RECLASSIFICATION	43
ARTICLE XV - LEAVES OF ABSENCE, HOLIDAYS, AND VACATION	45
ARTICLE XVI – MISCELLANEOUS.....	60

PREAMBLE

- A. This Agreement (hereinafter referred to as "Agreement") has been entered into by Yolo County Housing (hereinafter referred to as "YCH" or "the Housing 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 Housing 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 rates of pay, hours of work, and other conditions of employment in the general 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 general bargaining unit members only to the extent the subject matter addressed therein is not addressed in this Agreement. For example, leaves of absence, disciplinary action rules, health and welfare benefits, and compensation provisions for general bargaining unit employees 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 general bargaining unit employees. [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 Yolo County Housing Board of Commissioners (hereinafter "Board of Commissioners") shall maintain in Section 2001.1 of the YCH Personnel Policy and Procedure Manual the following provision:

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.

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 general bargaining unit which is or may be held by an employee and which the YCH intends to fill.

- B. Compensatory Time Off: For each pay period in which a bargaining unit employee works authorized overtime, the employee may choose whether s/he shall receive overtime pay or receive compensatory time off. No such employee may accrue more than one hundred twenty (120) hours off compensatory time off.
- C. Continuous Employment: YCH employment which is uninterrupted except by authorized paid absences.
- D. Demotion: An involuntary change in job classification to one in a lower wage range.
- E. 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.
- F. Dismissal: Involuntary termination of a permanent employee's employment with YCH for cause.
- G. Employee: A person who is employed to serve in a YCH job position in the general bargaining unit or who is on an authorized leave of absence from such position, unless otherwise specifically provided in this Agreement.
- H. Executive Director: The Executive Director of the Housing Authority or his/her designee.
- I. Job Classification: Descriptive title of a certain type of job performed by a YCH employee in the general bargaining unit. Inherent in each classification are certain duties, responsibilities, and degrees of authority.
- J. Leave of Absence: When authorized, an absence from duty for a specified period of time. An employee on authorized leave may return to the same or a similar position at the end of the authorized leave period.
- K. Limited-Term Employees: A limited-term employee shall mean a person employed in a position for which YCH has no long-range funding or has uncertain funding. When funding for a limited-term position ceases, the position is abolished, and the limited employee's employment shall end.
- L. Merit Pay Increase: An increase in pay based upon satisfactory performance (as affirmed by the employee's supervisor who is not in the employee's bargaining unit) and longevity of service.
- M. Migrant Seasonal Employees: A person hired to work in an assignment in the Migrant Center which assignment is intended to be occupied on less than a year-round basis. During their active duty, all migrant seasonal employees shall earn all benefits that accrue to employees in the general bargaining unit.

- N. Overtime: Work performed by non-exempt employees in excess of forty (40) hours per workweek.
- O. 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.
- P. Performance Evaluation: A review and evaluation of an employee's performance and demonstrated capabilities in his/her authorized position by a person designated by the Executive Director who will normally be the employee's immediate supervisor not in the employee's bargaining unit.
- Q. Probationary Period: The probationary period is a step in YCH's hiring process. It allows YCH an opportunity to determine if this is the right person for the job. YCH will use the probationary period to continue its assessment of an applicant for regular employment. During the probationary period an employee serves at the will or the pleasure of YCH and may be discharged by the Executive Director without prior notice, without cause, and without a hearing. The probationary period for a new employee is one (1) year from the date of hire, unless the probationary period is extended for a longer period, in writing, by the Executive Director. A probationary employee does not have the Grievance Procedure rights specified in this Agreement.
- R. Provisional Employee: A person employed to fill a vacant position on an acting or temporary basis, not to exceed one (1) year, or to fill a position where the regular employee is on extended disability leave. A provisional appointment shall not be authorized for longer than one (1) year. Provisional employees shall earn all benefits that accrue to employees in the general bargaining unit. Promptly after the appointment of a provisional employee to fill a vacant position, YCH must begin the open, recruiting process to fill the vacancy.
- S. Permanent Full-Time Employee: A YCH employee who is regularly assigned to work forty (40) or more hours per workweek in an authorized general bargaining unit position and has successfully completed the probationary period.
- T. Permanent Part-Time Employee: A YCH employee who is regularly assigned to work fewer than forty (40) hours per workweek in an authorized general bargaining unit position and has successfully completed the probationary period. Permanent part-time employees shall be entitled to salary and fringe benefits that accrue to permanent full-time employees, but on a pro-rata basis.
- U. Salary Range: A category which determines the minimum and maximum salary payable for an employment classification.

- V. Supervisor: A person who has day-to-day direction and responsibility over the work of one or more specific employees and who is not in the employee's bargaining unit.
- W. Suspension: A YCH-mandated temporary unpaid leave of absence, as distinguished from administrative leave, which is a YCH-mandated temporary paid leave of absence.
- X. Temporary Employee: An employee hired for a specific purpose for a limited period of time or an employee who works on an on-call or as needed basis. A temporary employee has no reasonable expectation that s/he will be called or re-employed by YCH in the future. A temporary employee shall receive no YCH-paid benefits and is not a regular fulltime or regular part-time employee, regardless of the hours the temporary employee is scheduled to work. Temporary employment shall not be used to permanently displace bargaining unit positions.
- Y. Vacancy: An unfilled authorized general bargaining unit position which YCH intends to fill.
- Z. Workweek: The regular workweek shall consist of forty (40) hours during a four day Monday through Thursday or such other forty hour schedule as shall be established by YCH. Overtime shall be paid only for work performed by non-exempt employees in excess of forty (40) hours per workweek. For purposes of computing overtime pay, the workweek shall begin at 8:00 a.m. Thursday and run through 7:59 a.m. the following Thursday morning.

**ARTICLE II
RECOGNITION**

- A. The Housing Authority hereby recognizes the Union as the sole and exclusive collective bargaining agent for the regular employees in the general bargaining unit in the following job classifications, subject to the right of an employee to represent himself/herself as provided in Government Code section 3502:

Housing Specialist I/II
Housing Inspector
Client Services Coordinator
Resident Manager
Property Manager
Maintenance Worker I/II
Senior Maintenance Worker
Office Assistant I/II
Senior Accountant
Finance Specialist I/II
Accounting Assistant I/II

Accounting Technician
Senior Migrant Center Coordinator
Migrant Center Coordinator

**ARTICLE III
UNION RIGHTS AND RESPONSIBILITIES**

A. Dues Deductions

The Housing 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 Housing Authority. Such forms shall be those which are currently used. Any changes or modifications in the forms shall be agreed upon between the Housing Authority and the Union.
2. Such deductions shall be made only upon submission to the Housing Authority's Personnel Officer of said authorization form duly completed and executed by the employee and the Union.
3. The Union will be responsible for submitting to the Housing Authority's Personnel Officer any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the Housing Authority. The Housing Authority may devise a payroll deduction input document for use by the Union.
4. The Housing Authority will remit to the Union a check for all the dues deductions.
5. The Housing 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 Housing 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. Union Security

1. a. Agency Shop - Service Fee

- (1) All employees in the general bargaining unit shall become members of the Union or shall pay a service fee, described below, on or before the 31st day after the beginning of employment or after final ratification of this Agreement, whichever is later. The service fee required shall be an amount not to exceed the Union's uniformly-applied standard initiation fee, periodic dues, and general assessments. In computing such amounts, the Union shall exclude expenditures for members-only benefits and Union expenditures for political and ideological purposes unrelated to collective bargaining, contract administration, and grievance adjustment. Any dispute as to the service fee or the amount thereof shall be directed solely to the Union, and the Housing Authority shall not be a party to the dispute.
- (2) No career employee who is paid for less than one hour of salary during a 2-week pay period and no non-career employee who is paid for less than forty hours of salary during a 2-week pay period shall be required to pay a service fee under the full agency shop.

b. Religious Objection

- (1) Any employee otherwise required to pay a service fee under this Section and who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Union as a condition of continued employment; except that such employee shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-profit, nonreligious, nonlabor organizations qualifying under Section 501(c)(3) of Title 26 of the U.S. Internal Revenue Code.
 - a. United Way or any organization listed within United Way.
 - b. American Red Cross

c. American Cancer Society

- (2) Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to this paragraph b, shall be made on an annual basis to the Union with a copy to the Housing Authority as a condition of continued exemption from the provisions of Section B.1.a. of this Article. Payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before July 15 of each year.

c. Disclosure and Reporting

Pursuant to Government Code Section 3502.5(f), the Union, if required to file financial reports under the federal Labor Management Disclosure Act of 1959, 29 U.S. Code Section 401 et seq., covering employees governed by this Agreement, or if required to file financial reports under Section 3546.5 of the Government Code, may instead satisfy the financial reporting requirement of Government Code Section 3502.5(f) by providing the Housing Authority with a copy of the financial reports. In any event, the Housing Authority may obtain a copy of such financial reports from the Union.

d. Rescission of Agency Shop

Pursuant to Government Code Section 3502.5(d), the agency shop provision contained herein may be rescinded by a majority vote of all the employees in the bargaining unit, provided that: (1) a request for such a vote is supported by a petition containing the signatures of at least 30 percent (30%) of the employees in the unit; (2) the vote is by secret ballot; (3) the vote may be taken at any time during the term of this memorandum of understanding, but in no event shall there be more than one vote taken during that term. Notwithstanding the above, the Housing Authority and the Union may negotiate, and by mutual agreement provide for an alternative procedure or procedures regarding a vote on rescission of the agency shop.

e. Hold Harmless and Indemnification

The Union shall promptly refund to the Housing Authority any amounts paid to the Union in error under this Section.

f. Change of Law

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

g. Termination Of Employment For Failure To Pay Agency Fee

Failure to pay the required agency shop fee under this Section B constitutes reasonable and just cause for discharge from employment pursuant to this Agreement. However, no employee shall be terminated under this Section unless:

- (1) The Union first has notified the employee by letter, explaining that s/he is delinquent in not tendering the required, agency shop fee, specifying the current amount of the delinquency, and warning the employee that unless such fee is tendered within fifteen (15) calendar days from the employee's receipt of the notice, the employee will be reported to the Housing Authority for termination as provided in this Section; and
- (2) The Union has furnished the Housing Authority with written proof that the procedure of subsection 1, above, has been followed, or has supplied the Housing Authority with a copy of the letter sent to the employee and notice that s/he has not complied with the request. The Union must further provide, when requesting the Housing Authority to terminate the employee, the following written notice to the Housing Authority:

"The Union certifies that (employee's name) has failed to tender the agency shop service fee required as a condition of employment under this Agreement and that under the terms thereof, the Union requests that Housing Authority terminate the employee."

C. Employee Rights

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

D. Union Stewards And Union Representation

1. The Housing Authority recognizes and agrees to deal with the accredited Union job stewards and non-employee representatives of the Union in all matters relating to grievances and the interpretation of this Agreement.
2. A written list of the Union job stewards shall be furnished to the Executive Director upon request, and the Union shall notify the Executive Director promptly in writing of any changes of job stewards.
3. The number of Union job stewards shall not exceed two (2). 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 steward for the bargaining unit of the aggrieved employee or a representative of the Local may investigate the specified grievance and assist in its presentation, investigation shall not occur during work time of either the steward or the aggrieved employee. 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 employee's supervisor and steward's supervisor.
5. Upon notification to the Housing Authority's Executive Director, a representative of Local #856 who will be representing the employee in the grievance and appeal procedure may visit the Housing 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 shall not unreasonably withhold agreement.
6. A representative of the Housing 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 Housing Authority, not during an employee's 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 employee's supervisor and steward's supervisor.
7. During any such visits, representatives, job stewards, and Union officers shall not in any way interfere with the orderly and efficient operation of the Housing Authority.
8. The Housing Authority's Executive Director shall, upon written request of the Union, meet monthly at a mutually agreed upon time with such job

stewards of the Union who desire 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.

E. 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 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 Housing 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 occur only on rest breaks or meal periods and not during 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 employee's supervisor and steward's supervisor.
3.
 - a. The Housing 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.
 - b. The Housing Authority will provide the Union with copies of all personnel actions related to general bargaining unit members 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 pay step in class, or dismissals), notices of proposed disciplinary actions, and layoff notices.
4. The Housing Authority will arrange to transmit or make available to a Union designated job steward a copy of the Housing Authority Commission's regular and special meetings' public session agenda in advance of the meetings.
5. The Union shall be permitted, with the prior written notification to the Housing Authority's Executive Director, to place ballot boxes in Housing Authority-designated places at Housing 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 Housing Authority's review. The Housing Authority shall not be responsible for damage to or loss of Union ballot boxes.

6. 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 Housing 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 Housing Authority business, and must not be for the purpose of planning for or engaging in any concerted activities against the Housing Authority.
7. Employees may use the Housing 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 Housing Authority.

F. Bulletin Boards And Housing Authority Vehicles

1. For purposes of posting Union notices, the Housing Authority shall provide the Union with space on bulletin boards currently in any facility where the Union has employees it represents. Such notices maybe posted by the Union. These same bulletin boards shall be utilized for the posting of job examination announcements and seniority lists.
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, employees shall not place on any Housing Authority vehicle, facility, or property any Union decals, placards, or other Union insignia or sign or non-Union material.

G. List Of Employees

Upon written request of the Union, the Housing Authority will provide the Union with a list of general bargaining unit members. The Housing Authority shall not be obligated to provide such list more than once per three calendar months.

- H. 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 Housing 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 Housing 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 Housing 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 Housing 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 Housing 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 Housing 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, supervisory and managerial personnel, 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 Housing 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 Housing Authority; equal employment policies and programs to improve the Housing 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 employees; and whether unit members adequately perform such duties and meet such standards;
 10. The dates, times, and hours of operation of the Housing 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 Housing Authority not limited by the language of this Agreement.
- B. All other rights of management of the Housing Authority not expressly limited by the language of this Agreement are also expressly reserved to the Housing Authority.
- C. The exercise of any right reserved to the Housing Authority herein in a particular manner or the non-exercise of any such right shall not be deemed a

waiver of the Housing Authority's right or preclude the Housing Authority from exercising the right in a different manner, nor does the Union waive any rights guaranteed by law.

- D. The Housing 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 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 Housing 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. Housing Authority to appoint, promote, transfer, demote, suspend, reduce pay in class, separate, and/or terminate the employment of Housing 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 Housing Authority and an employee or employees in the general bargaining unit 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 Housing Authority Rights are not subject to this grievance procedure. This grievance procedure is not applicable to probationary employees.

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 employee, as the case may be, within these time limits will be considered settled on the basis of the last act or answer by the Housing Authority, unless the time limit is

extended by written agreement of both parties. Failure of the Housing 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 employees 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 employee or group of employees or a representative of the Union (if the Union is the grievant) shall orally present the grievance to the employee's appropriate supervisor or his/her designated representative within twenty (20) 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 (45) calendar days after the act or omission. The supervisor shall give his/her oral answer within twenty (20) calendar days of the date of receipt of the informal grievance.

E. Formal Grievance - Step 1

1. If the grievance is not resolved under Section D, it may be reduced to writing on the Housing Authority's form setting forth the following:
 - a. Name of grievant;
 - b. Class title;
 - c. Department;
 - d. Grievant's mailing address;
 - e. 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;
 - f. The date upon which the alleged grievance occurred;
 - g. The proposed solution to the grievance;
 - h. The date of execution of the grievance form;
 - i. The date of presentation of the informal grievance and the name

of the person to whom it was presented.

- j. The signature of the grievant; and
 - k. 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.
2. The written formal grievance must be presented to the employee's Department Head within ten (10) calendar days after the supervisor's answer under Section D, above, or, if no timely answer was given, within ten (10) calendar days after the deadline for such an answer. The Department Head may meet with the grievant, but in any case shall render a written decision within fifteen (15) calendar days after receiving the formal grievance at Step 1.

F. Formal Grievance - Step 2

If the grievance is not satisfactorily resolved at Step 1, the written grievance may be presented to the Executive Director within ten (10) calendar days after the grievant's receipt of the Step 1 written answer, or if no timely Step 1 written answer is received, within ten (10) calendar days after the deadline for such an answer. The Executive Director shall investigate the grievance in such manner as s/he deems proper and may meet with the aggrieved employee and/or the Union representative in an attempt to resolve the grievance. The Executive Director shall then render a written decision on the grievance within twenty (20) calendar days after receiving the written grievance from Step 1.

G. Formal Grievance - Step 3

- 1. If the grievance is not satisfactorily resolved at Step 2, the Union may, within ten (10) calendar days after delivery of the Step 2 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 Office of Administrative Hearings (see Section G.2, 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 (15) 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 decision containing findings of fact and determinations on issues. A copy of the decision shall be served upon the grievant and any Union representative. The decision shall be final and binding upon the employee, the Union, and the Housing Authority.

H. Miscellaneous

1. The Union and the Housing Authority shall each pay one-half (1/2) 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 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 decision or award, or fail to render any decision or award, merely because in his/her opinion such decision or award is fair or equitable.
4. No decision or award rendered by the Arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the ten (10) day period specified in Step 1 of the grievance procedure. The Arbitrator shall have no power to render a 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 Housing Authority of a defense that the dispute is not grievable.

6. The Arbitrator may hear and determine only one (1) 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 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 Housing 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 Housing Authority and bargaining unit members with permanent status an appropriate procedure for processing disciplinary actions and to insure that such employees 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.
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 pay in class, or suspension without pay of a permanent employee for cause.
2. Parties: The affected employee and the Housing Authority.

3. Days: Calendar days, unless otherwise stated.
4. Response Meeting: Informal meeting at which the employee has an opportunity to respond to charges prior to disciplinary action.
5. Hearing: Formal hearing held due to appeal of employee 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 bargaining unit employees with permanent status and for appealing those actions.

D. Notice Of Proposed Disciplinary Action

1. Employees shall be given written notice of a proposed disciplinary action at least ten (10) 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 employee 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 employee may copy and inspect all materials designated as

the basis for the charges and proposed disciplinary action.

- b. The employee may copy and inspect his/her personnel file upon reasonable request to the Executive Director or his/her designee and at such time as the Executive Director or his/her designee shall set.
 - c. The employee may copy and inspect other Housing Authority records which the employee generated in his/her job.
4. If, during the ten (10) working-day period after service of the notice of proposed disciplinary action, the employee 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 employee requests an opportunity to respond, the Executive Director shall give the employee at least three (3) workdays prior written notice of the time and place of the meeting (preferably at the main offices of the Housing Authority), at which time the employee may respond. The meeting shall be held within the ten (10) day period described in paragraph 4 above, if practicable. If a meeting is scheduled after the ten (10) 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 employee may respond orally or in writing, alone or with a Union representative.
2. The employee shall not be entitled to call witnesses, shall answer all questions asked by the Executive Director or his/her designee, and shall provide any other information or documents requested.
3. At the meeting, the Executive Director or his/her designee may consider information contained in the proposed charges as well as information presented by the employee 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 employee 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 Housing Authority, each of the following constitutes cause

for disciplinary action against a permanent employee:

1. Falsifying or altering any information supplied to the Housing Authority, including but not limited to information supplied on application forms, employment records, or any other Housing 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. 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 or 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, religion, 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 a Housing Authority employee.
17. Misrepresentation or concealment of any fact in connection with

obtaining employment.

18. Abuse of illness or leave privileges.
19. Misappropriation of Housing Authority funds or property for personal use or for sale.
20. Discourteous, offensive, or abusive conduct toward or treatment of the public, a Board Commissioner, unrepresented employees, or managers, confidential unit employees, or general unit employees.
21. For employees 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 Housing Authority's insurance carrier under Housing Authority policies. The Housing Authority's ability to obtain insurance for the employee 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 those vehicles that the employee must drive in the course of employment.
 - d. Driving a motor vehicle while the employee is under the influence of alcohol or drugs.
22. Falsifying any information supplied to the Housing Authority such as work time sheets, requests for reimbursements, or any other Housing 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 Housing Authority or the person's employment.

G. Initiation And Notification Of Charges

1. The Executive Director may initiate disciplinary action as defined herein against a permanent full-time or part-time employee.
2. In all cases involving disciplinary action, the Executive Director shall serve on the employee a written Notice Of Disciplinary Action either personally or by certified mail, at the employee'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 pay in class, discharge);
- b. A statement of the cause or causes for the disciplinary action, as set forth in paragraph F, above;
- c. A statement of the specific acts or omissions upon which the causes are based; and
- d. A statement of the employee'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 (10) calendar days after receiving a Notice of Disciplinary Action described above, the employee may appeal in writing. Any written document signed, dated, and appropriately filed within the specified time limit by the employee 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 employee intends to rely in the appeal.
3. If the employee 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 employee an amended or supplemental notice of disciplinary action. If the amended or supplemental notice presents new causes or allegations, the employee 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 fifteen (15) calendar days, set a date for the hearing which shall be held within thirty (30) 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 seven (7) 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 Housing 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 (5) 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 employee may be represented by the Union, or if the employee chooses not to be represented by the Union, the employee may be self-represented. The employee has the further right to pay for and retain independent counsel for representation at the hearing.
6. The employee 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 employee 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 employee which are final, and any records contained in the

employee'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 employee-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 appellant 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 any hearing held pursuant to this Article. The employee and the Union agree that the number of witnesses requested to attend and their scheduling shall be reasonable.

**ARTICLE VII
PROBATIONARY PERIOD**

- A. 1. The probationary period of all new general bargaining unit employees shall be one (1) year from the date of hire. The probationary period is a step in YCH's hiring process. It allows the probationary employee and YCH an opportunity to determine if this is the right job for this person and the right person for the job. YCH will use the probationary period to continue its assessment of an applicant for regular employment. Approximately six (6) months into the one-(1) year probationary period and again prior to conclusion of the probationary period, the Department Head shall conduct a performance evaluation of the probationary employee.
- 2. During the probationary period an employee serves at the will or the pleasure of YCH and may be discharged by the Executive Director without prior notice, without cause, and without a hearing. To the extent permitted by law, employee absences, except for pre-approved vacation and compensatory time off, totaling more than forty (40) hours shall serve to suspend the accumulation of credit toward completion of the probationary period for new employees.
- B. The probationary period for promotional candidates in the same bargaining unit who have achieved permanent status in a lower position shall be one hundred eighty-three (183) calendar days dating from the first day of paid service in the higher position.
- C. The Executive Director shall have the authority to order an extension of a probationary period under sections A and B, above.
- D. If a promotional candidate is rejected from probation, the employee shall be returned to the classification and the actual position previously held with permanent status, if the classification and position still exist; if it does not exist, and the employee served in a lower classification and position with permanent status prior to the one that no longer exists, s/he shall be returned to that position.
- E. All applicable procedures under Article IX – Layoffs of this Agreement shall apply if a layoff should occur due to the rejection of a promotional candidate during the probationary period, unless an immediate return of the rejected promotional candidate occurs, in which case the prior notice requirement of layoff shall be reduced or eliminated so that two (2) employees are not serving in the same position simultaneously.

ARTICLE VIII TRANSFERS

A. Transfer

The Executive Director reserves the right to transfer employees in accordance with the needs of the Housing Authority as determined in good faith by the Executive Director. No employee shall be permanently transferred between locations without ten (10) calendar days prior written notice. No employee shall be temporarily transferred without at least one (1) calendar day prior notice, except in case of emergency. Temporary transfers shall be for a period not to exceed forty-five (45) working days.

ARTICLE IX LAYOFFS

A. Layoff

When for reasons of lack of funds, lack of work, reclassification, or reorganization, the Housing Authority has determined a layoff is necessary, the Executive Director shall give notice thereof to the affected employees. Thereafter, persons to be laid off shall be determined in accordance with the rules set forth in this Article. YCH shall make an effort to transfer any employee who is to be affected by a reduction in force to another vacant position for which the employee qualifies.

1. Order of Layoff: Layoffs shall be made by classification within a department. Within each affected classification in a department, all extra-help employees shall be laid off before any provisional employees. All provisional employees shall be laid off before any limited-term employees. All limited-term employees shall be laid off before any probationary employees. All part-time probationary employees shall be laid off before any full-time probationary employees. All probationary employees shall be laid off before any permanent employees. All part-time permanent employees shall be laid off before any full-time permanent employees. Within each of the above categories employees shall be laid off in the inverse order of seniority.
2. Seniority: The seniority date of an employee 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 employee 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 Housing Authority employment.

3. Ties in Seniority:

- a. If the seniority of two or more persons in the affected classification within a department in the same category is identical, seniority within the classification shall be determinative.
- b. If the seniority of two or more persons in the affected classification within a department in the same category and seniority within the classification are identical, seniority in the department shall be determinative.
- c. If a tie in seniority still exists, the order of seniority shall be determined by lot.

4. Bumping:

- a. Any employee designated to be laid off may bump into the same or any lower classification in his/her current series. If the employee has previously held permanent status in another position or positions in the Housing Authority, s/he may bump back to the last previously held position, provided it has not been abolished and the qualifications have not changed. An employee 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 prior to that time. An employee who has previously held more than one position in the Housing Authority shall bump back in sequence from the most recent to the earliest position held.
- b. Notwithstanding the provisions of Section paragraph 4 above, an employee may exercise the bumping rights provided therein only on condition that the employee:
 1. has more Housing 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 (5) days after receipt of the notification of layoff.
- c. Notwithstanding the above,
1. Part-time employees shall not have the right to bump full-time employees.
 2. If an employee is bumped, the employee shall be laid off in the same manner as an employee whose position has been abolished.
 3. Any employee displaced as a result of bumping shall, in addition to the bumping rights described above, have the right to be placed in any vacant position in the Housing Authority for which, as determined by the Executive Director, s/he may be retrained within a reasonable period of time. To the fullest extent possible, reductions in status and/or salary shall be prevented or minimized.
 4. Employees in the .general unit may not bump into positions outside of the general unit, and employees cannot bump into a position in a higher wages range.
5. Notice of Layoff:
- a. The employee shall be given written notice of layoff by the Executive Director at least twenty-one (21) 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. An employee who, has been notified of his/her impending layoff shall be granted up to forty-eight (48) hours released time without a loss of pay or benefits, through prior arrangement with his/her supervisor, to obtain other employment. In addition, employees may request scheduling of accrued vacation or compensatory time off for this purpose once notice is given to the employee.

6. Health Insurance: An employee 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 employee's responsibility to make mutually agreeable arrangements for such coverage with the Housing Authority's Resource Administration

7. Preferential Rehire Rights:
 - a. For a period of eighteen (18) months, the names of permanent employees who were laid off and/or reduced in class or displaced shall be placed on the reemployment list for their class at the time of layoff in order of seniority. Any vacancy occurring in the class from which employees have been laid off shall be filled by a person on preferential rehire status for that class in order of seniority. Any vacancy occurring in the class from which employees have been laid off shall be filled by a person on preferential rehire status for that class, in order of seniority, provided s/he is qualified and available for this position.
 - b. A permanent employee who has been laid off may request in writing that his/her name be placed on the reemployment list for a lower class in his/her current series, also for a period of eighteen months.
 - c. Any employee who has held permanent status with the Housing Authority, who has been laid off, regardless of whether or not the person is currently serving a promotional probationary period, may request that his/her name be placed on the reemployment list for a classification s/he previously held in the Housing Authority, provided that such classification was held prior to the effective date of layoff.
 - d. Permanent employees who have been laid off or reduced in class or displaced shall remain on preferential rehire status for a period of eighteen (18) months after their effective layoff date.
 - e. Preferential rehire status cannot be revoked. However, if the person indicates unavailability or if attempts to reach the individual are unsuccessful, active placement activities may be suspended. It is the responsibility of each laid-off employee to maintain current contact information with YCH in the event of a change of address or telephone number. Active placement

efforts must resume if the person later indicates availability in the eighteen (18) month preferential rehire period. Also, if the person declines three (3) job offers, the person's name may be removed from the rehire list.

- f. When a person is re-employed from a preferential rehire status, the employee shall be entitled to accrue sick leave and vacation at the same rate at which it was accrued prior to layoff. The employee's status in relation to probationary period, merit salary increases, and seniority shall be the same as at the time of layoff. Any unused and unpaid sick leave and vacation shall be reinstated.
8. Affected Positions: At the time notices of layoff are sent to employees, the Housing Authority shall post a list of all Housing Authority employees in departments affected, arranged by classification and seniority date, in the Administrative Office. Such a list for the affected department shall also be posted in the department. An employee shall be entitled to obtain, on request, a similar list for positions s/he previously held in other departments of the Housing Authority, but such list may contain only the names and seniority dates of employees in that classification in that department.

ARTICLE X SAFETY

A. Working Conditions

- 1. YCH shall maintain adequate rest room, lavatory, and existing lunchroom facilities for use by YCH employees.
- 2. YCH will do its best to maintain adequate heating and cooling and ventilation at YCH workstations.
- 3. Pursuant to applicable law and YCH's intent to provide a safe and healthful work environment, smoking is prohibited in all YCH facilities and vehicles. Smoking also is prohibited within twenty (20) feet of any YCH facility. Smoking may be permitted in locations beyond twenty (20) feet of any YCH facility.

B. Safety Committee

- 1. Five (5) employees of the Housing Authority will make up the Safety Committee. The Safety Committee shall consist of the following staff members:

- a. Safety Coordinator (Resource Administrator);
 - b. Department Managers;
 - c. Supervisors, and;
 - d. Two employees (rotating basis).
2. The Committee shall inquire into matters relating to safe working conditions and make recommendations to the Executive Director as appropriate.

C. Alcohol and Drug Policy

1. YCH recognizes that employee involvement with alcohol or drugs can be extremely disruptive and harmful to the work place. Such involvement can adversely affect the quality of work and the performance of employees, pose serious safety and health risks to the user and others, and has a negative impact on work efficiency and productivity. Employees with alcohol or drug dependencies are encouraged to seek assistance.
2. The following conduct is considered unacceptable behavior:
 - a. Use, possession, manufacture, distribution, transfer, sale, or solicitation of illegal drugs on YCH property, including YCH vehicles and facilities, or while conducting YCH business;
 - b. Use, possession, manufacture, distribution, transfer, or sale, or solicitation of alcohol on YCH property, including YCH vehicles and facilities, or while conducting YCH business;
 - c. Reporting to work or conducting YCH business under the influence of alcohol or drugs, including prescription drugs that may impair the employee's ability to function properly.
3. YCH reserves the right to investigate any possible violations of this Alcohol and Drug Policy as provided for in Section 2002.3 of YCH's Personnel Policy and Procedure Manual. An investigation may involve medical testing of employees, upon reasonable suspicion, for drug and/or alcohol use. If an employee refuses to cooperate in or participate in such an investigation, the Executive Director may take such disciplinary action as s/he deems appropriate, up to and including dismissal of employment.

**ARTICLE XI
EVALUATION AND PERSONNEL INFORMATION**

A. Performance Evaluation

1. The performance of each employee shall be evaluated by the Executive Director at least once each year, except in the employee's probationary period during which the employee shall be evaluated more frequently (but not more than three (3) times without an extension of the probationary period). The immediate supervisor of the employee shall recommend evaluation contents and ratings to the Executive Director at least sixty (60) calendar days before the employee's anniversary date, and after considering the recommendations, the Executive Director shall make the final determination, complete the evaluation, and provide a copy to the employee at least thirty (30) calendar days before the employee's anniversary date. 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 determination of the evaluation documents shall be in effect.
2. If an employee feels that a performance evaluation is in error, s/he may request a meeting with the Executive Director to review the evaluation. The employee shall specify in writing any issues of disagreement. The Executive Director shall render a written decision on the controverted issues within ten (10) working days of the receipt of the request for review. The request for review may be filed only if the employee receives an overall rating of less than satisfactory. Within fifteen (15) calendar days after receiving a final evaluation, the employee may file a written response to the evaluation with the Executive Director, and the response shall be attached to the evaluation in the personnel file.
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 employee's ability to perform his/her duties satisfactorily and obtain an overall satisfactory rating.

B. Personnel Information

1. All employee personnel files are the property of the Housing Authority. An employee's permanent personnel file contains application materials, payroll records, performance appraisals, supervisory notes and records, and any administrative action related to the employee's employment. With the approval of their immediate supervisor/Department Head and the Deputy Executive Director, employees 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. Employees who wish to see their personnel files may make arrangements by contacting the Executive Director or designee. The file may be viewed in the presence of the Executive Director or designee at a mutually convenient time during regular business hours.

All employees are required to notify the Executive Director or designee 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 XII COMPENSATION

- A. When new positions in the general 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 wages range to the position and forward the information to the Union for review. Pending review and any resulting negotiations, YCH may pay wages in the proposed wages range to affected employees. The Agreement will then be subject to reopening for the sole purpose of negotiating a wages range for the position, and only if so requested in writing by the Union and filed with the Executive Director within fifteen (15) calendar days after the information is forwarded to the Union.

- B. Wages:
 - 1. Effective and retroactive to July 1, 2009, YCH shall implement the equity adjustments to wages for the various classifications as indicated in the attached Schedule A, to the extent that the equity adjustments to wages have not already been implemented by that date.

 - 2. During the term of this Agreement, the parties have agreed that covered employees will work a forty (40) hour, four day work week subject to the scheduling rights of the YCH.

- C. Anniversary Date: The anniversary date for each employee for purposes of wages schedule movement is the employee's first day of paid service in probationary status.

- D. Merit Pay Annual Increase:
 - 1. Each bargaining unit classification shall have a wages range which includes

five steps. A permanent full-time employee 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 employee 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 employee 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 an evaluator 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. A new probationary employee shall not be entitled to a merit pay (annual) increase during the probationary period, even if such period is extended beyond one (1) year.
3. Denial of a merit pay (annual) increase based upon less-than-satisfactory performance shall not be subject to the grievance procedure, but a less-than-satisfactory rating that causes a denial of the merit pay increase may be appealed to the Executive Director. The Executive Director's decision shall be final and binding on the parties.

E. Longevity Steps: Notwithstanding the established maximum wage, an employee 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 ½%) shall be awarded following an additional three years of employment during which the employee 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 employee 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.

F. 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): \$300.00
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 dental coverage. Vision coverage is optional.
 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 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 three hundred dollars (\$300.00) per month less deductions for dental insurance.

G. Bilingual 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 single non-English speaking ability (e.g. 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 XIII
HOURS AND CONDITIONS OF WORK**

A. Alternate 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 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.

3. The Housing Authority shall work with any covered employee so desiring to establish a flexible forty hour per week schedule under the terms of this Agreement. The final determination and approval of any such flexible schedule shall be made by the Housing Authority based on the reasonable needs of the Authority.

B. Mileage:

1. An employee shall be entitled to reimbursement for each mile traveled on YCH business in his/her private vehicle.
 - a. Travel between home and office is not reimbursable.
 - b. Travel from office to office and return, on YCH business, is reimbursable.
 - c. Travel between home and a YCH business destination (not regular office) may be only partially reimbursable. Only the mileage in excess of the usual home/office round trip commute is reimbursable.
 - d. All mileage claims are due within thirty (30) days after incurred. A check will be issued to the employee during the next accounts payable run, but not later than fourteen (14) days. The rate of reimbursement shall be equal to the rate approved by the Internal Revenue Service without attribution to income.

C. Meals:

1. Employees shall be entitled to reimbursement for reasonable and necessary meal expense incurred while on official YCH business approved by the Executive Director.
2. Employees will be reimbursed for reasonable and necessary meal expenses incurred and approved during the next scheduled accounts payable processing, but not more than thirty (30) days after submission.
3. Advance meal reimbursement will be at the following rates:

General Areas	Designated High-Cost Areas
---------------	----------------------------

Meals					
Breakfast	Up to	\$8.00	Up to	\$10.00	
Lunch	Up to	\$10.50	Up to	\$12.50	
Dinner	Up to	\$17.50	Up to	\$24.50	
	Total per	\$36.00	Total per	\$47.00	
	Day		day		

The rates stated above include an allowance of fifteen percent (15%) for tips. To be reimbursed for meals up to an amount not to exceed the per-meal rate, an employee must submit receipts of the actual costs incurred to YCH. Reimbursement for meals without a receipt will not be made by YCH.

D. Lodging:

Employees shall be entitled to reimbursement for reasonable and necessary lodging while out of the County on official YCH business, as approved.

E. Advance Travel:

YCH may provide employees with advance travel funds.

F. Miscellaneous Travel:

1. Costs of taxi fares, telephone calls, telegrams, secretarial services, and similar items necessarily incident to the performance of official business shall be considered reimbursable items.
2. Reimbursement for these costs, where receipts are not available, shall be submitted to the Executive Director to determine the reasonableness of cost, and shall be paid upon the Executive Director's written approval.

G. Timekeeping

1. Accurately recording time worked is the responsibility of every employee. Federal and state laws require the Housing Authority to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is defined as the time actually spent on the job performing assigned responsibilities.
2. Employees shall accurately record the time they begin and end their work as well as the beginning and ending time of any split-shift or departure from

work.

3. Altering, falsifying, or tampering with time records, or recording time on another employee's time record is cause for disciplinary action, up to and including immediate dismissal from employment, pursuant to the procedure set forth in this Agreement.
3. Altering, falsifying, or tampering with records, or recording time on another employee's time record is cause for disciplinary action, up to an including immediate dismissal from employment, pursuant to the procedure set forth in this Agreement.
4. It is the employee's responsibility to sign his/her time record to certify the accuracy of all time recorded. Employees are prohibited from signing another person's time record for that person. The supervisor will review and then initial the time record before submitting for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.
5. YCH may implement a time-clock system for recording time worked and may develop and promulgate rules for employees in the use of such a system.

H. Breaks:

1. During each full (8-10 hours) workday, employees are entitled to two (2) paid rest periods of fifteen (15) minutes each. To the extent possible, the employee should take rest periods as close to the middle of each four-hour work period as possible. Since rest periods are counted as hours worked, employees must not be absent from their workstations during the allotted rest period without the permission of their supervisor. Rest periods cannot be saved and used to extend lunch or to leave early/come in late to work. Supervisors are responsible for scheduling rest periods.

I. Overtime

1. When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled by their supervisor to work overtime hours. The Executive Director reserves the right to assign employees to jobs other than their usual assignments when required. Advance notification of these mandatory assignments will be provided whenever possible. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. No employee may work overtime without the prior approval of his/her supervisor for that particular overtime work. However, Senior Maintenance Worker, Senior Migrant Center Coordinator, and Migrant

Center Coordinator class staff or above is authorized to provide up to three hours of overtime work for after-hours emergency repair situations without prior approval of the supervisor. Any additional time over this three hour authorization must have prior approval of the supervisor.

2. If an employee covered by the FLSA works more than forty (40) hours in a workweek, any hours worked in excess of forty (40) shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay during non-overtime hours.
3. Paid holidays, sick days, vacation, or other paid leave do not count as hours worked for purposes of overtime.
4. Time worked: Employees shall record all time worked including time worked over their normal schedule on the time sheet at the time it actually occurs. Compensatory time off (CTO) will be logged on a daily basis.
5. Weekends: Weekend work does not automatically qualify for CTO. Hours worked on Saturday/Sunday qualify only if qualified as overtime hours.

J. Compensatory Time Off (CTO)

1. For each pay period in which an employee works authorized overtime, the employee shall choose whether the employee is to be paid for the overtime or is to receive compensatory time off. Compensatory time off for overtime is earned at the same rates as overtime pay. For the term of this Agreement, no employee may accrue more than one hundred twenty (120) hours of compensatory time off credit. There is no employee buy-back right for accumulated CTO, except at termination of employment.

K. Call Back Pay

1. When an employee is called back to work after s/he has completed an assigned shift and has left the work site, the employee shall be credited for one (1) hour of work, plus any and all time worked in excess of one (1) hour in which the employee is continually engaged in assigned work. The time worked for which the employee is entitled to compensation shall include reasonable travel to and from the employee's residence via the shortest commonly traveled route.

L. Stand By Duty

1. Assignment of stand-by duty will be mandatory to the Senior Maintenance Worker class or above at the discretion of management. When an employee is assigned stand-by duty, the employee's supervisor or management shall attempt to inform the employee at least one (1) week in advance except in unforeseen circumstances. Stand-by duty shall be

assigned on a weekly basis. In the event an employee is unable to fulfill the stand-by duty due to illness or other reasons, it is the employee's responsibility to find a backup. The employee shall notify the supervisor in the event of any changes to the stand-by duty schedule. If the employee is unable to find a backup, the employee shall contact the supervisor for assistance.

3. Employees on stand-by duty shall be paid at the rate of thirty dollars (\$30) per day, except on Fridays, Saturdays, Sundays, and holidays. Employees on stand-by duty shall be paid at a rate of forty-eight dollars (\$48) per day on Saturdays, Sundays, and holidays. If an employee who is on stand-by duty is required to work, s/he shall also be paid compensatory time for those hours worked during the stand-by period. If an employee who is on stand-by duty is required to work, s/he shall be paid compensatory time for those hours worked during the stand-by period at the following rates: a) for any hours up to forty in a workweek, s/he shall be paid at his/her regular rate of pay; or b) for any hours in excess of forty in a workweek, s/he shall be paid at the same rates as overtime pay.
4. Stand-by duty requires the employees so assigned:
 - a. To be ready to respond immediately to calls for service;
 - b. To be reachable by telephone or radio;
 - c. To remain within a reasonable distance of the work location; and
 - d. To refrain from activities which might impair their ability to perform assigned duties.

M. Uniform Allowance.

1. The Housing Authority shall provide a reasonable uniform allowance not to exceed five hundred dollars (\$500.00) for employees required to wear uniforms in an amount to be determined by Housing Authority management.

**ARTICLE XIV
CLASSIFICATION AND RECLASSIFICATION**

A. Classification

The Board of Commissioners shall determine the need for and number of positions and the classifications necessary to perform Housing Authority services. The Board of Commissioners retains the right to create or abolish any position or classes of positions, subject to any transfer or layoff rights provided by this Agreement.

B. Reclassification

1. Any employee may petition the Department Head with a request to initiate a position classification review.
2. The Department Head shall present requests to the Executive Director to receive authorization to initiate position classification review.
3. If the Executive Director authorizes a position classification review, the review will be scheduled from the period of January 1 through June 30 of each year.
4. All affected employees should receive a copy of the recommendation from the Department Head and a summary of the rationale for the recommendation.
5. Position classification determinations are not subject to the Agreement's grievance procedure but may be reviewed by the Yolo County Housing Commission, upon request by the Union.
6. An approved position classification will be effective on the date set by the Board of Commissioners.

C. Salary Placement Related To Reclassification

1. If the position is reclassified to a class having the same salary range, the salary and anniversary date of the employee shall not change.
2. If the position is reclassified to a class having a higher salary range, the employee so reclassified shall receive the minimum pay in the new range, except there shall be a minimum of a five percent (5%) increase in salary, subject to the maximum salary of the new range, excluding longevity ranges. The employee shall receive a new salary anniversary date upon the reclassification.
3. If the position is reclassified to a class having a lower salary range, the employee so reclassified shall receive the maximum pay in the new range, excluding longevity ranges. The employee shall not receive a new anniversary date.
4. Where an entire class of positions in any department is reclassified, the employee incumbents in the positions shall be entitled to serve in the new positions. When a position or positions less than the total class is or are reclassified, the reclassified position(s) shall be filled by the Executive Director first from employee incumbents in the positions within the department who have been in the position(s) for one year or more.
5. Reclassification of a position to a position with a higher salary range and

greater responsibility shall be considered a promotion, and provisions regarding probationary period and rejection during probation shall apply.

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

A. Attendance and Absences.

1. One of the basic indicators of an employee's performance is regular attendance. An employee must be on time. Whenever an employee is unable to come to work or will be more than a few minutes late, the employee must let his/her immediate supervisor know of the expected absence or late arrival as soon as possible.
2. If an employee is sick or injured and cannot come to work, YCH needs an employee's cooperation to properly cover her/his job. Therefore, an employee must notify his/her immediate supervisor/Department Head that s/he will be absent and of when s/he expects to return to work. If an employee does not know his/her return date, the employee must call his/her immediate supervisor/Department Head each day within the one (1) hour period before the beginning of his/her regularly scheduled shift.
3. If an employee knows in advance that s/he is going to be absent, s/he must schedule the absence with his/her immediate supervisor/Department Head 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 dismissal from employment. Absences are excessive if they occur frequently or if they show a pattern.

B. Holidays

1. All YCH general bargaining unit employees shall be entitled to the following holidays with eight (8) hours of holiday 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 (4) Floating Holidays. (See Section B.6, 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 an employee's approved vacation period, the employee will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed.
 4. Employees 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. Employees who are required to work on a holiday shall be compensated at one and a half (1 ½) times the employee's regular rate of pay.
 6. All YCH general bargaining unit employees receive during a given fiscal year four (4) paid floating holidays which may be taken off at any time during the year with the advance approval of the immediate supervisor/Department Head. An employee may have only four floating holidays during any given fiscal year. If an employee has four (4) unused floating holidays on the books, s/he will not be given any new floating holidays until some of the four (4) unused days have been used. Upon termination of employment, the employee's unused floating holiday(s) shall be paid at his/her current straight-time rate.
 7. Employees hired after July 1st shall be credited with floating holiday time at the rate of two (2) hours for each month remaining in the fiscal year from the date of employment.

C. Vacation

1. Paid vacation is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits.
2. Temporary employees are not eligible for vacation leave. All other general bargaining unit employees shall be entitled to accrue vacation days beginning on the first day of employment. Permanent full-time and part-time employees are eligible to earn and use vacation time at a pro rata accrual rate, depending on the number of hours worked per workweek. Probationary full-time and part-time employees are eligible to earn non-vested vacation time at a pro rata accrual rate beginning on the first day of employment, depending on the number of hours worked per workweek. During the first six months of employment for a probationary employee, credit for vacation time is earned but does not accrue or vest and is not usable within the first six months of employment. The non-vested vacation credit earned by probationary employees will become vested and usable after six months of employment is completed.
3. In order to allow a well-coordinated schedule, an employee shall submit his/her request for vacation leave at least thirty (30) calendar days prior to when s/he would like to take his/her vacation. The form is to be signed by the employee and the employee's immediate supervisor/Department Head or his/her designee, and attached to the appropriate month's time sheet. The request form shall be submitted to the Executive Director for approval. Approval will depend on whether, in the Executive Director's determination, the request would impose an undue hardship on YCH's workload.
4. The maximum amount of paid vacation time, monthly accrual rate, and maximum vacation accrual amounts increase with length of service. The maximum vacation time and maximum permissible accruals listed in this section are in addition to any compensatory time off (CTO) to which the employee may be entitled.

5. Vacation Accrual for Regular, Full-Time Employees:

Years of Service	Maximum Vacation per Year (Days (8 hrs.))	Accrual Rate (Hours/Month)	Maximum Permissible Accrual
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

The accrual rates in the above table are based on 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. An employee 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. The maximum accrual amount is three hundred twenty (320) hours.
7. Any employee who has accrued compensatory time in excess of one hundred twenty (120) hours shall be ineligible to accrue any further CTO.
8. An employee 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.
9. Upon separation from YCH employment, employees will be paid for unused vacation time, CTO, and personal holidays. Probationary employees will not receive payment for non-vested vacation time if separation occurs prior to six months employment. The employee's current rate of pay prior to the date of termination will be used to calculate payment.
10. An employee 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 employee 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 forty (40) hours of vacation leave.
2. All requests for buy-back shall be submitted in writing to the YCH Accounting Department for processing. Payments will be issued as soon as administratively feasible.

E. Sick Leave

1. Sick leave is an employee benefit provided by the YCH for periods of temporary absence due to illnesses or injuries. YCH temporary employees are not eligible for sick leave. All other YCH general unit employees, including probationary employees, shall be entitled to accrue sick leave. It is not an earned right to be used like vacation time. Sick leave is granted to an employee when s/he must be absent from duty because of an illness or injury.
2. All regular full-time employees shall accrue eight (8) hours of sick leave with pay for each one month of service. Regular part-time employees shall accrue sick leave at their pro rata rate. Sick leave shall be credited as of the first of each month following the completion of one (1) 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 employee worked on the day of illness.
4. Employees who are unable to report to work due to illness or injury shall notify their supervisor by telephone before the scheduled start of their workday. Their supervisor must also be contacted on each additional day of absence, unless other arrangements have been made with the supervisor. When the employee returns to work, s/he must sign an absence request form and have it approved by the immediate supervisor/Department Head; otherwise the employee shall be docked for the time absent. All employees may be required to submit a physician's written verification of the employee'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 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 employee who is on an excused absence for more than three (3) days due to illness or injury must contact his/her immediate supervisor/Department Head prior to returning to the workplace.

6. Sick leave may be applied to:
 - a. An absence due to an employee's personal illness or injury.
 - b. Medical and dental appointments provided the employee notifies the Department Head or his designee, in advance.
 - c. Care for an ill spouse, child, or other member of the employee's household.
 - d. Death in the employee'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 employees 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 employee'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 employee is away from work.
- c. Employees 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, an employee must:
 - (1) have worked for YCH for at least twelve (12) 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 (12) 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 an employee's child;
 - (2) the placement of a foster child with the employee; or
 - (3) the serious health condition of an employee's child, spouse, or parent. "Medical Leave" may be requested for an employee'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: Employees are required to substitute accrued vacation time and other paid personal leave for all family care and medical leaves. Employees are required to substitute sick leave only for medical leaves.
- d. Amount of Leave:
- (1) Provided all the conditions of this policy are met, an employee may take a maximum of twelve (12) weeks of family care and medical leave in a twelve (12) month period. The twelve (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 twelve (12) weeks of family care leave in a twelve (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 an employee is entitled to beyond twelve (12) weeks in a twelve (12) month period. For example, if an employee has accrued four (4) 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 (4) weeks of family care or medical leave, leaving up to eight (8) 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 (1) year of the birth, adoption, or placement and may not be taken intermittently or on a reduced schedule without the Executive Director's permission. The Executive Director 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 employee 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 employee must provide thirty (30) calendar days' advance written notice to the Executive Director of the need for family care or medical leave. For events that are unforeseeable thirty (30) days in advance, but are not emergencies, the employee must notify the Executive Director, in writing, as soon as s/he learns of the need for the leave, ordinarily no later than two (2) to three (3) working days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be asked to reschedule the treatment so as to minimize disruption of the Housing Authority operations. If an employee fails to provide the requisite thirty (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 thirty (30) days after the date the employee 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 (5) working days before the date on which the employee 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 an employee'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 employee must provide the required medical certification within fifteen (15) 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 employee'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 employee'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 employee is unable to perform the functions of his/her position. In addition, the Executive Director may require the employee to obtain a second opinion from a doctor of the Executive Director's choosing at YCH's expense. If the employee'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 employee to return to work, the Executive Director also may require the employee 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 an employee's family care or medical leave, YCH shall continue to pay for the employee'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 employee not taken leave.
- (2) If the employee 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 employee's control, the employee shall reimburse YCH for any health premiums paid by YCH on the employee's behalf during any unpaid periods of the leave.

h. Leave's Effect on Reinstatement:

- (1) Employees 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 employees who are among the highest-paid ten percent (10%) of YCH's employees and whose reinstatement would cause substantial and grievous economic injury to YCH's operations.
- (2) If the employee 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 employee's control, the employee may, at YCH's option, be required to reimburse YCH for any health premiums paid by YCH on the employer's behalf during any unpaid periods of the leave. The employee also may, at YCH's option, be required to reimburse YCH for such health premiums paid during the employee's unpaid leave if, upon the employee's return, the employee requests and is granted a reduced work schedule for which such benefits would not be paid by YCH.
- (3) Employees on family care 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 employee would otherwise be entitled to such accrual.

i. Non-Discrimination. YCH recognizes the value of family care and medical leave and will not discriminate against any employee who exercises his/her right to such leave. Details concerning the applicability of the federal Family Medical Leave Act and California's

Family Rights Act to an employee's particular situation are available from the Deputy Executive Director.

3. Pregnancy-Related Disability:

- a. Any employee 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 employee's doctor verifies that the employee is disabled by pregnancy, childbirth, or a related medical condition, and that the employee 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 employee may be entitled under YCH's Family Care and Medical Leave policy. The employee 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 employee's health care provider.
- b. YCH will provide a reasonable accommodation to an employee 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 employee 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 employee or transfer an employee with more seniority.

c. Leave Requests:

- (1) For foreseeable events, if possible, the employee must provide thirty (30) days advance notice of the need for such leave. For events that are unforeseeable thirty (30) days in advance, the employee must notify the Executive Director as soon as practicable.
- (2) 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 the Executive Director at least five (5) working days before the date on which the employee 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 employee's health care provider. If it is medically advisable for an employee 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 employee to transfer to an available alternative position. This alternative position shall have the equivalent rate of pay and benefits; the employee must be qualified for the position; and it must better accommodate recurring periods of leave than the employee'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 employee's need for intermittent leave or a reduced work schedule.

e. Certificate of Eligibility

- (1) Employees 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.

d. Non-Discrimination

YCH recognizes the value of pregnancy disability leave and will not discriminate against any employee who exercises her right to such leave. Details concerning the applicability of the pregnancy-related disability leave provisions in California's Fair Employment and Housing Act to an employee's particular situation are available from the Executive Director or designee.

4. Other Disability Leaves: In addition to medical leaves described in the other provisions of Section F, an employee 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 employee has exhausted any medical leave to which the employee is entitled under Section F(2) (Family Care, Medical and Other Leave) of this Article. Employees taking disability leave must comply with the Family Care and Medical Leave provisions regarding substitution of paid leaves (Section F(2)(f), and medical certification (Section F(2)(e)(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, employees are not entitled to any continued employer contributions towards any employee benefit plan. An employee, however, may elect to continue participating in such benefit plans, at the employee's own expense, to the extent permitted by such plans.

5. Legally Required Leaves of Absence:

- a. Employees 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 employee 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. Employees 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 employees may take off up to forty (40) hours each year, not exceeding eight (8) hours in any calendar month to participate in activities of the school or licensed child day care facility of any of the employee's children attending such facilities. Any employee taking time off pursuant to this paragraph shall utilize existing vacation,

compensatory time off, or leave of absence without pay. Any such employee 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. Employees 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. Employees 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 employer shall not take any action against the employee if the employee, within a reasonable time after the appearance, provides evidence from the court or prosecuting attorney that s/he has appeared in court.
- e. For employees who are not exempt from the minimum wage and overtime requirements of the Federal Labor Standards Act, this leave will be unpaid. For exempt employees, salary during leave will be offset by any amounts received as jury or witness fees or as military pay.
- f. Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work.

6. Leave of Absence Without Pay:

- a. Any regular employee may be granted a leave of absence without pay upon recommendation of his/her Department Head and approval by the Executive Director. A leave of absence without pay may be granted for illness, disability, or other appropriate personal reasons. An employee on leave of absence without pay may make arrangements, satisfactory with YCH's business officer, for continued medical and dental insurance; the employee will be required to pay both YCH's and the employee's contribution.
- b. Request for any leave of absence without pay shall be made in writing

to the Department Head and shall state specifically the reasons for the request, the date the desired leave is to begin, and the probable date of return. The Department Head shall respond within ten working days, recommending either granting or denying the request. If recommending denial, the Department Head shall state in writing the reasons for the denial. If the requested leave of absence without pay is for illness or disability, then the employee shall request leave according to the procedures set forth in Section F(2)(e)(1) and (2), above.

- c. A leave of absence without pay for a period of not more than one year may be granted upon recommendation of the Department Head and approved by the Executive Director. If an employee wishes to return to work early from a leave of absence, s/he shall provide reasonable advance notice to the Department Head and receive the Department Head's and 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 Authorization

1. If an employee is absent without proper authorization or approval, deduction shall be made from his/her pay for the period of absence, and may be considered sufficient cause for suspension or dismissal of the employee.
2. Absence without authorization or approval of more than five working days shall be considered abandonment of position and be cause for immediate dismissal.

H. Notice on Application of Leave

Any employee 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, vacation leave, or compensatory time applied to time off, or may choose not to have such paid leave applied. When an employee 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 employee 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 employee is entitled and the employee's full wage or salary. Under no circumstances may the employee be paid more than his/her full wage or salary.

**ARTICLE XVI
MISCELLANEOUS**

A. Discrimination

The Housing Authority and the Union agree not to unlawfully discriminate against any employee 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 members agree that they, and each of them, shall not call, sanction, or engage in any strike (including sympathy strike), slowdown, suspension of or stoppage of work activity, sickout, or any other activity against the Housing Authority which would involve suspension of or interference with the normal work of the Housing Authority, and the Housing 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 employees shall continue unchanged. An employee may be required as a condition of employment to provide a personal vehicle for YCH business.
2. An employee 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, an employee 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 employee provide their personal vehicle for use on the job where possible, and in other instances, may result in disciplinary action and/or the employee payment of the increased insurance charges.

4. The employee shall notify his/her supervisor 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 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
Lead Negotiator

By _____
Joe Kozima
Shop Steward

By _____
Daniel Cederborg
Agency Counsel

By _____
Maria Peña
Shop Steward

Comment [F1]: Other shop steward's name?

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 Yolo

By _____
Deputy