

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SAN FRANCISCO HOUSING AUTHORITY

AND

SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 1021 (Administration Unit)

April 14, 2017 through September 30, 2019

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## **PREAMBLE**

This Memorandum of Understanding (hereinafter called the "MOU") is made and entered into as of April 14, 2016, by and between the Board of Commission of the Housing Authority of the City and County of San Francisco (hereinafter called the "Authority") and the Service Employees International Union, Local 1021 (hereinafter called the "Union").

The Authority is a public body, corporate and politic, organized and existing under and pursuant to the laws of the State of California. As such, the Union and the Authority recognize their mutual obligation to cooperate in order to assure maximum service of the highest quality and efficiency to residents of San Francisco Public Housing.

The Authority must comply with all applicable laws, including provisions of the Meyers-Milias-Brown Act, and all administrative regulations promulgated by the U.S. Department of Housing and Urban Development (hereinafter called "HUD"), including the Annual Contributions and Administrative contract between HUD and the Authority.

It is the agreed purpose of the Union and the Authority to work together in mutual respect to see that the provisions of this MOU are carried out.

## **ARTICLE I. MANAGEMENT RIGHTS**

Except to the extent there is contained in this agreement express and specific provision to the contrary, nothing herein shall be construed to restrict any legal Authority rights concerning direction of its work force, or consideration of the merits, necessity or organization of any service or activity provided by the Authority. The Authority shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public; and exercise control and discretion over the Authority's organization and operations. The Authority may also relieve employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the Authority's operation are to be conducted.

However, the exercise of such rights does not preclude represented employees or the union from utilizing the grievance procedure to process grievances regarding the practical consequences of any such actions on wages, hours, benefits or other terms and conditions of employment.

## **ARTICLE II. RECOGNITION**

### **Section 1. Classifications.**

- a. The Authority recognizes the Union as the exclusive representative of employees covered by this MOU. This MOU shall apply to employees working in the classifications listed below, and to any other classifications which may be established within the scope of duties now included within these classifications. Should such classifications be established, the Authority and the Union shall meet and confer for the purpose of determining the appropriate placement of the classification on the Salary Schedule. For any abolished classification, present incumbents shall continue to be given preference in the selection process for positions for which they qualify.

- b. For any new classification created which consists predominantly of work duties performed by employees covered by this MOU, the Authority, at the request of the Union, shall meet and confer prior to filling the position to determine if the new classification shall become a part of the bargaining unit. Any disputes shall be resolved through the grievance procedure, however, the position may be filled notwithstanding the existence of such a dispute.
- c. Whenever a new class is created by the Authority which is the result of consolidation or splitting off of one or more former classes, and in those instances when the duties and responsibilities of the new class(es) are the same or similar to those of the former class(es), then the bargaining unit assignment and representation shall continue to be the same as for the former class(es).
- d. Positions covered by this MOU may only be reclassified outside of the bargaining unit or eliminated from the MOU by mutual agreement between the Union and the Authority. Any disputes will be subject to the grievance procedure.

**Account Clerk**  
**Accountant**  
**Administrative Assistant**  
**Administrative Clerk**  
**Administrative Law Clerk**  
**Admissions Clerk**  
**Architectural Associate I**  
**Architectural Associate II**  
**Architectural Technician**  
**Assistant Property Manager**  
**Buyer**  
**Commission/Committee Clerk**  
**Community Outreach Worker**  
**Community Patrol Rep Supervisor**  
**Community Patrol Representative**  
**Computer Operations Specialist**  
**Computer Operator Trainee**  
**Construction Inspector**  
**Construction Planner I**  
**Construction Planner II**  
**Construction Planner III**  
**Contract Administrative Assistant**  
**Contracts Specialist**  
**Customer Service Complaint Desk Rep**  
**Data Entry Clerk**  
**Distribution Specialist**  
**Diversity & Self-Sufficiency Specialist**  
**Duplication Technician**  
**Eligibility Clerk**  
**Eligibility Technician**

**Leased Housing Inspector**  
**Leased Housing Inspector II**  
**Legal Clerk**  
**Maintenance Construction Planner I**  
**Maintenance Construction Planner II**  
**Maintenance Construction Planner III**  
**Maintenance Dispatcher**  
**Maintenance Inspector**  
**Management Operations Technician**  
**Maintenance Planner I**  
**Maintenance Planner II**  
**Maintenance Planner III**  
**Messenger**  
**Payroll Clerk**  
**Payroll Technician**  
**Personnel File Clerk**  
**Principal Account Clerk**  
**Programmer**  
**Property Manager I**  
**Property Manager II**  
**Property Site Manager**  
**Recreation Coordinator**  
**Relocation Aide**  
**Rent Assistant**  
**Reproduction Specialist**  
**Resident Coordinator**  
**Resident Liaison**  
**Resident Management Trainee**  
**Resident Organizer**  
**Resource Center Aide**

**Eligibility Worker I**  
**Eligibility Worker II**  
**Employment Specialist**  
**Evictions Specialist**  
**Executive Floater**  
**Fleet Specialist**  
**FSS Specialist**  
**HOPE VI Resident Comm. Worker**  
**HOPE VI Self-Sufficiency Specialist**  
**Housing Inspector I**  
**Housing Inspector II**  
**Intake Specialist**  
**Inventory Controls Specialist**  
**Junior Buyer**  
**Junior Clerk**  
**Junior Payroll Analyst**  
**Junior Technical Writer**

**Secretary**  
**Security Monitor**  
**Senior Account Clerk**  
**Senior Accountant**  
**Senior Administrative Clerk**  
**Senior Buyer**  
**Senior Eligibility Clerk**  
**Senior Legal Clerk**  
**Senior Maintenance Dispatcher**  
**Senior Payroll Specialist**  
**Senior Secretary**  
**Senior Social Worker**  
**Social Worker**  
**Supervising Security Monitor**  
**Switchboard Operator**  
**Technical Assistant**  
**Youth Coordinator**

**Section 2. Appeal of Classification.** Parties agree that this section shall be inoperative during the term of this MOU ending on April 13, 2017. The classifications listed above have been matched to classifications in the City and County of San Francisco and, in those instances where no match was found, internally to Authority classifications for the purpose of placement on the salary schedule. Said salary schedule is identical to the biweekly/hourly schedule plan of seniority increments in the Salary Standardization Ordinance of the City and County of San Francisco.

During the term of this agreement, if an employee wishes to challenge this match, she/he shall file an appeal in writing with the Director of Human Resources or designee. The appeal shall state, in detail, the basis on which the employee contends the match is inappropriate, and shall identify the specific responsibilities performed by the employee which, in her/his opinion, make the current match inappropriate.

The Director of Human Resources or designee shall perform a desk audit of the classification in question to determine if said classification would be more properly matched to a higher classification in the City and County of San Francisco, or if no match is found in the City, to an Authority classification. If performed by the Director of Human Resources or internal designee, the desk audit will commence as soon as practicable given the constraints of other Authority business, including the status of other desk audits then in progress. If performed by an external source, the desk audit will commence ten (10) working days after funding is approved. If performed internally, the Authority will notify the Union of the anticipated date of initiation of the desk audit, which date shall be no more than thirty (30) days from the date of the formal request. The Authority will notify the Union if there is any change to this anticipated date. The results of the desk audit shall be provided to the employee and the Union within ten (10) working days after its completion or receipt by the Authority.

If the employee is dissatisfied with the decision of the Director of Human Resources or designee, she/he may grieve the decision, commencing at Level Two of the grievance process defined in Article XI of the Memorandum of Understanding.



If the employee is dissatisfied with the decision of the Executive Director, she/he may submit the appeal directly to expedited arbitration through the American Arbitration Association. The Union and the Authority shall select an arbitrator within ten (10) working days of the employee's notification to the Authority of her/his decision to appeal to expedited arbitration.

The decision of the arbitrator shall be binding on the Union and the Authority and salary schedule adjustments required to implement the new match shall be retroactive to the date of the submission of the appeal to the Director of Human Resources or designee.

This agreement covers all listed positions under this Article. However, it is expressly understood that the Authority, at its discretion, may establish special bilingual classifications. In the event bilingual classifications are proposed, the Authority's Human Resources Division will carefully review the request for such a classification and Management agrees to advise the Union of any proposed bilingual classifications and will meet and confer with the Union prior to implementation of such special bilingual classifications.

### **ARTICLE III. EQUAL EMPLOYMENT OPPORTUNITIES**

**Section 1. Employment Discrimination.** Neither the Authority nor the Union shall discriminate against any employee or applicant for employment on account of race, color, political or religious creed, sex, sexual preference, age, national origins, disabled status, gender identity, marital status or any other factors designated by state and/or federal law, nor shall a person be the subject of sexual harassment. The Union and the Authority recognize the obligation to reasonably accommodate qualified employees/applicants with disabilities as provided by applicable law. During the reasonable accommodation process, an employee has the right, upon request, to union representation.

**Section 2. Wage Discrimination.** There shall be no distinction between the wages paid to men and the wages paid to women for the performance of work when appointed to same or similar job classifications. Should the City and County of San Francisco, during the term of this MOU, implement comparable worth adjustments, the Authority shall study its wage schedule to ascertain if comparable classifications are paid comparable wages. Parties agree that this Section 2 shall be inoperative during the term of this MOU ending on September 30, 2019.

**Section 3. Affirmative Action.** The Authority and the Union recognize their obligation to develop affirmative action plans and opportunities to advance for present employees and Housing Authority residents. They shall work to meet the HUD requirements that twenty-five percent (25%) of current employees be residents of San Francisco Public Housing.

**Section 4. Affirmative Action Monitoring.** To this end, the parties agree to form a joint committee, consisting of at least two (2) members appointed by the Authority, two (2) members appointed by the Union, and two (2) members appointed by the Public Housing Tenant Association, for the purpose of monitoring the Affirmative Action program and its goals and timetables. Reports of the committee shall be sent directly to the Executive Director.

**Section 5. Discrimination Based on Union Activity.** The Authority agrees not to interfere

with, intimidate, retaliate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to this agreement or the Meyers-Milias-Brown Act.

**Section 6. Working Environment.** The Union and the Authority shall strive to create a working environment free from hostility, intimidation and disrespect.

**Section 7. Objective of the Authority.** It is agreed that the delivery of Housing Authority services in the most efficient, effective and courteous manner is of paramount importance to the Agency and its employees. Such achievement is recognized to be a mutual obligation of the parties to this agreement within their respective roles and responsibilities.

**Section 8. Nepotism.** In order to avoid real or perceived favoritism, no employee (permanent, term, or temporary) may report directly, or indirectly within the same division, to his/her immediate family member. For the purposes of this section, immediate family members include the employee's husband, wife, domestic partner, brother, sister, mother, father, aunt, uncle, grandmother, grandfather, son, daughter or any relationship by marriage or domestic partnership. Employees who marry or otherwise become immediate family members during their employment with the Authority will be allowed to continue their job assignment, as long as there are no direct reporting relationships involved.

**Section 9. Reasonable Accommodations.** The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act and the Fair Employment and Housing Act. The Authority reserves the right to take any action necessary to comply therewith.

If there is a conflict between a proposed accommodation and this Agreement, the Authority will notify the Union and, upon request, meet with the Union within ten (10) business days to attempt to resolve the issue. The parties may extend this time limit by mutual agreement. During the reasonable accommodation process, an employee has the right, upon request, to Union representation.

When an employee requests an accommodation pursuant to the ADA, the Authority shall meet with the employee and, at the request of the employee, with the employee's Union representative. The Authority will inform the employee and the representative of the status of the employee's request for an accommodation and of the resolution of the request. As necessary, and on a case-by-case basis, the Authority will meet with the Union representative to review problems concerning reasonable accommodation.

The Authority shall maintain files on formal reasonable accommodation requests that include information related to status of accommodation requests and the resolution of closed accommodation requests.

Following a reasonable period of time after the employee has submitted the information required for a reasonable accommodation but not later than thirty (30) calendar days, the Authority shall provide a response to the employee's request. If no accommodation in the current assignment is possible, the Authority shall evaluate alternative job assignments for possible accommodation. While his/her request for reasonable accommodation is pending, the Authority shall make every reasonable effort to provide a modified work duty assignment

## ARTICLE IV. HOURS OF WORK

**Section 1. Hours of Work.** Employees under this MOU shall work eight (8) hours per day, forty (40) hours per week, Monday through Friday.

**Section 2. Overtime.** An employee who is required to work in excess of eight (8) hours in any one day or in excess of forty (40) hours in any week shall receive compensatory time off at the rate of time and one-half (1-1/2) for such overtime work to a limit of forty (40) hours; except an employee who performs work on Saturday, Sunday or holidays shall accrue compensatory time off at a double time rate.

Once an employee has reached the forty (40) hour limit on compensatory time the employee will have the option of choosing to be paid in cash for overtime worked, beyond the forty (40) hours on record, or may continue to accrue compensation time up to a maximum of one-hundred sixty (160) hours per year. An employee will have twelve (12) months from the time he/she earns compensation time to use such compensation time.

If an employee has reached her/his limit of accrual for compensatory time and has been denied a reasonable opportunity to use this time, said worker shall receive a cash settlement for all compensatory time accrued over the limit. Employees with compensatory time in excess of forty (40) hours will use that time before requesting other forms of leave except voluntary time off. Employees who are at or near their annual leave maximum balance will not be expected to use compensatory time before annual leave. Employees who wish to cash out compensatory time before forty (40) hours may make a request to the Executive Director or designee.

During the term of this agreement either the Authority or the Union may present proposals for flexible work schedules. Such proposals may be implemented upon mutual agreement of both parties.

**Section 3. Approval of Overtime.** All employees must receive the written approval of their Supervisor and the department administrator or equivalent prior to working in excess of forty (40) hours in any week, or in excess of eight (8) hours a day, except in emergency situations wherein the prior verbal approval of the Supervisor is required.

**Section 4. Rest Periods.** All employees shall be granted a fifteen (15) minute rest period in the morning and a fifteen (15) minute rest period in the afternoon. Such rest periods shall be scheduled with the approval of the immediate supervisor. If working conditions prevent employees from taking their breaks at the appropriate time, employees shall be provided breaks at the earliest available opportunity.

**Section 5. Personal Emergencies.** All employees are expected to observe the assigned working hours and to remain on the job except when absent on official Authority business. If a personal emergency should make it necessary for an employee to leave before the end of the working day, the employee will notify his/her immediate supervisor or the next level supervisor of the need. The Authority may require satisfactory proof of the emergency.

## **Section 6. Alternate Work Schedule.**

- a. *Reference: Personnel Policies and Procedures, Alternate work Schedule – Administrative Employees.*
- b. (1) Where operationally feasible (given the need for coverage in work units that require direct service to residents or the public) the Authority, at the request of the employee, shall extend the opportunity to employees to work nine (9) days in a two week period (9/80) with the following hours:

Eight (8) days at nine hours, one (1) day at eight (8) hours and one (1) day off.

The employee shall work within the Authority's recognized hours of operation (Monday to Friday from 7:00 a.m. to 6:30 p.m. excluding one-half hour or one full hour for lunch). Supervisors will work with the employee in establishing mutually agreeable starting times. It shall be the supervisor's decision on whether or not to allow an employee to work a 9/80 work schedule. The employee may appeal the supervisor's decision to the next level manager. The next level manager's decision will be final.

- c. (2) Once an employee has been approved to work a 9/80 work schedule, the employee must remain on this schedule until he/she notifies their supervisor with a two (2) week written notice.
- d. (3) A 4/10 hour work week schedule will no longer be offered to employees. Those employees currently working a 4/10 schedule shall continue to be able to keep this schedule unless determined to be operationally infeasible by his/her supervisor. Once an employee leaves the 4/10 work schedule he/she cannot return to that schedule. If an employee is removed from his/her 4/10 schedule by the supervisor, the employee may appeal that decision to the next level manager. The next level manager's decision will be final.

## **ARTICLE V. SALARIES AND CLASSIFICATIONS**

### **Section 1. Salaries.**

- a. Effective July 1, 2017, each salary range in this bargaining unit shall be increased by 3.0%.
- b. Effective July 1, 2018 each salary range in this bargaining unit shall be increased by 3.0%.

**Section 2. Rate Ranges.** Salary step increases for all employees shall be based on their annual anniversary date as of September 30, 1993. If, during the term of this MOU, an employee voluntarily transfers or promotes to another classification, the salary step increase shall be based on the annual anniversary date in the new classification.

**Section 3. Reclassification.** The Union has the right to propose reclassification at any time during the life of this MOU. It is agreed that the Authority and the Union shall maintain descriptions setting forth job duties for all classification covered by this MOU. It is recognized that changes in job

titles and duties for classifications covered by this MOU may be necessary, and that such changes shall be by mutual agreement of the Union and the Authority.

**Section 4. Promotions.** An employee promoted, or reclassified to a higher classification shall be paid in the new classification at the rate of at least five percent (5%) above the salary received in the classification from which she/he was promoted or reclassified.

**Section 5. Higher Duties.** An employee who performs the duties of a higher classification for a minimum of five (5) consecutive days shall be compensated at either seven and one-half percent (7- ½%) above her/his current classification or at the first step of the higher classification, whichever is greater, not to exceed Step 5 of the higher classification, from the first day of performance of the duties. Said performance of higher duties shall be done only upon prior written authorization of the immediate supervisor, with the approval of the Division Director.

**Section 6. Temporary Appointments.**

- a. A regular (ft/pt or term employee) given a temporary appointment to a higher classification which subsequently becomes a permanent appointment shall be given credit from the date of original appointment for the purpose of seniority.
- b. Temporary and term employees will be hired at the sole discretion of the Authority. The Authority and the Union agree that permanent, budgeted positions covered by this MOU shall be filled on a temporary basis only, as needs dictate. In that event, management will make every effort to hire a permanent employee for this position within six months unless, within six months, the position is determined not to be necessary.
- c. The Authority, upon request by the Union, will review the temporary position after six (6) months from the date of hire to determine whether the position will be made permanent or determined not to be necessary.
- d. Vacation, sick leave and holiday accrual for temporary employees shall be consistent with Authority policy with respect to permanent employees.
- e. Medical coverage for temporary employees shall begin after six (6) months of service with the Authority and shall be consistent with the medical coverage policies of the Authority for permanent employees.
- f. The Authority will incorporate as policy any improvements made effective by the City and County of San Francisco with respect to temporary employees, with the exception of any health benefits gains in the first six (6) months of employment.
- g. Temporary employees shall not be considered as internal candidates, except those covered by Article VIII, Section 7 – Temporary Appointments Made Permanent.
- h. Temporary employees with less than six (6) months service appointed to permanent positions shall be placed at the first step of the classification appointed.

- i. Temporary employees who are hired into a permanent position shall serve a six (6) month probationary period from the date they were placed into the permanent position.

**Section 7. Disclosure.** The Authority shall furnish to the Union on a monthly basis the name, date of hire, salary, classification and work location of all newly hired employees subject to this agreement.

**Section 8. Work Assignments.** Each new employee shall be provided with a written description of his/her job classification, and his/her supervisor shall discuss with the new employee the duties of his/her position as part of the department's orientation.

## **ARTICLE VI. EMPLOYEE BENEFITS**

### **Section 1. Vacation Leave.**

- a. Employees shall be allowed to take vacations with the approval of their supervisor, the timing of which shall be determined with due regard to the employee's wishes and with particular regard to departmental needs provided, however, that no employee shall take vacation leave before such leave has been accrued. Employees cannot utilize vacation leave until after thirty (30) days of employment with the Authority. Employees will then be able to take the amount of vacation accrued except that vacation periods shall not exceed the amount of vacation due such employees based on the employee's tenure with the Authority.
- b. Vacation credits may accrue as earned, as set out below under this article.

Vacation leave with pay shall be accrued to monthly salaried employees as follows:

- 1. Vacation leave accruals for regular full-time and part-time appointments start from the date of employment, but an employee cannot use available vacation leave until after thirty (30) days of employment.
- 2. Vacation will accrue based on the following service schedule, proportionate to his/her time base. Accumulation will be capped at 400 hours for all individuals.

1 to 36 months	100 hours annually
37 to 96 months	140 hours annually
97 to 228 months	180 hours annually
Over 228 months	220 hours annually

- 3. In the case of temporary employees who subsequently become permanent employees, credit for such accrual shall be given for all uninterrupted service from the original date of hire into a temporary position with the authority.
- 4. Employees shall be permitted to exceed the ceilings under this Section for a limited period of time if the Authority request employee to delay or select an alternate vacation plan in the best interest of the Authority.

The Finance Department will provide for each employee a bi-weekly leave and earnings statement that will be delivered to the employee each payday. This statement will inform the employee all vacation and leave balances.

- c. If holiday, as set forth in this MOU, falls during an employee's vacation, the day shall not be charged against the employee's vacation leave.
- d. If an employee becomes ill while on vacation, the period of illness shall be charged against sick leave and not against vacation leave provided that, for periods of illness of over three (3) days, the Authority may require written verification of the illness.
- e. Employees shall be paid accrued vacation leave at the time of separation from employment.
- f. Each department head of the Authority shall establish a department vacation schedule prior to June 1<sup>st</sup> of each year, and employees shall furnish the department head with information concerning vacation preference prior to the establishment of such vacation schedule. The department head shall give due regard to seniority of employees and the needs of the service. Any such schedule may be amended by the department head at any time provided, however, that in the event of a dispute concerning the time assigned to the employee for her/his vacation, the decision of the Executive Director or designee shall prevail with the exception of an emergency situation that requires the immediate presence of an employee. Immediately upon the resolution of the emergency, the employee shall have the right to begin her/his vacation, or to arrange an alternate time for his/her vacation, and the Authority shall make every effort to accommodate the revised vacation schedule.

## **Section 2. Holidays.**

- a. Paid holidays under this MOU shall be as follows:

January 1	New Year's Day
Third Monday in January	Martin L. King's Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
September 9	Admission Day
November 11	Veterans Day
Last Thursday in November	Thanksgiving Day
Friday After Thanksgiving	
December 25	Christmas Day

Upon adoption of Cesar Chavez Day as a holiday by the CCSF the Authority will recognize this as a holiday.

- b. Each employee shall also receive two (2) floating holidays, to be taken at a time mutually agreeable to the Authority and the employee. Floating holidays cannot be utilized until after one hundred and eighty (180) days of employment. If an employee terminates employment prior to the one hundred and eighty-day period, the employee will not be entitled to the use or payout of the floating holidays.
- c. In addition to the above holidays, any day declared by proclamation of the Mayor, Governor or President of the United States to be a national day of mourning or celebration, pursuant to Section 6700(n) of the California Code, shall be treated as a paid holiday, when consistent with the practices of the City and County of San Francisco.
- d. If January 1, February 12, July 4, September 9, November 11 or December 25 falls on a Sunday, the following Monday shall be treated as a paid holiday. In the event said holidays fall on Saturday, the preceding Friday shall be treated as a paid holiday.
- e. If a holiday falls on an employee's regularly scheduled day off (other than Saturday or Sunday) the employee shall receive an in-lieu-of day off. The employee must take his/her in- lieu-of day off during the week of the holiday or the week following the holiday.

### **Section 3. Sick Leave.**

- a. Definition: Sick leave is an authorized absence from duty granted an employee who is unable to work because of:
  - 1) Personal illness or injury, childbirth or appointments for medical or dental examination or treatment. Employees shall make every effort to schedule appointments for medical examinations or treatments at the beginning or end of the work shift.
  - 2) When attendance is required for conditions cited in (a) above, the employee may use her/his sick leave to care for medical needs of her/his spouse, domestic partner, child (including adopted, stepchild, and child of domestic partner), parents, brother or sister (including half or step) and the same relations of spouse or domestic partner.
- b. Sick leave accruals start from the date of employment but cannot be utilized until thirty (30) days after employment. Employees with less than ten years' service shall accrue sick leave at the rate of thirteen (13) working days per year.

Employees with ten (10) or more years of service shall accrue sick leave at the rate of fifteen (15) working days per year. In the case of temporary employees who subsequently become permanent employees, credit for such accrual shall be given for all uninterrupted service from the original date of hire into a temporary position with the Authority.

- c. Employees may accumulate sick leave to a maximum of one hundred thirty (130) days. The Administrator of Finance will provide each employee with a leave and earnings



statement each pay period that will show all accrued sick leave and available balance.

d. Voluntary Leave Exchange for Serious Illness.

- 1) The Authority agrees to establish and administer a sick leave hours bank for use by eligible employees who have sustained a serious injury or are suffering from a serious illness.
- 2) Eligibility to use serious sick leave hours:
  - a) Current SFHA employee.
  - b) Must in the alternative (1) have 96 hours of accrued sick leave at the time of onset of serious illness/injury or (2) have previously donated hours to the serious sick leave hours bank or (3) successfully petition for waiver for good cause.
  - c) Suffering from a medically verified serious illness/injury.
  - d) Provide on-going medical certification of eligibility as requested.
- 3) Eligibility to donate hours:
  - a) Donations must not take employee below 96 hours of accrued sick leave.
  - b) Donations must be in increments of 8 hours, voluntary and irrevocable.
- 4) Coercion with respect to soliciting the donation of hours and fraud with respect to use of sick leave bank hours are grounds for discipline.
- 5) Any disputes regarding eligibility to use the serious sick leave bank shall be resolved by the Executive Director or designee, whose decision shall be final.

e. Administration of Sick Leave. Sick leave remaining to the credit of an employee upon the effective date of retirement for service or disability or upon the date of separation caused by industrial accident, shall be disposed of as set forth below:

- 1) Upon retirement or separation on account of industrial accident: Employees hired on or before September 30, 1984 shall be paid for the unused period of accumulated sick leave at the base rate of pay excluding overtime or premium rates and provided that such payments shall be limited to a maximum accrual of one hundred and thirty (130) days.
- 2) Upon death: The estate of such deceased employee shall be paid for the unused period of accumulated sick leave at the base rate of pay excluding any overtime or premium rates and provided that such payments shall be limited to a maximum accrual of one hundred thirty (130) working days.

f. Reimbursement of Vested and Unused Accumulated Sick Leave With Pay Credits Balance.

- 1) An employee who has accumulated unused sick leave with pay credits and who has completed the service requirement on or before the effective date of this MOU, but in an amount not to exceed one hundred thirty (130) days, shall upon the effective date of retirement, or disability, or upon date of separation caused by industrial accident or upon date of death, be reimbursed for the accumulated sick leave with pay credit balance.
- 2) If an employee is absent on paid leave and a holiday occurs during such absence, the day shall not be charged against sick leave credits.
- 3) Reimbursement for the vested and unused accumulated sick leave with pay credit balance shall be payable at the time of retirement, separation caused by industrial accident or death, or at a later date, when so elected by the employee (or her or his estate), within one year of such retirement, separation or death.
- 4) The enactment of this section is not intended to constitute additional compensation, nor to be part of the rate of pay to employees, but is reimbursement for the vested and unused accumulated sick leave with pay credit balance to which employees would have been entitled had they not retired or separated due to industrial accident or death.

Employees hired after September 30, 1984, will not be eligible for reimbursement of unused sick leave with pay credits upon their retirement or separation from the Authority due to disability or death.

In those cases of suspected abuse of sick leave with pay, the Authority may require medical verification of any illness, beginning with the third consecutive working day of such illness, or medical verification of any illness or health care related appointment during working hours.

**Section 4. Bereavement Leave.** Bereavement Leave is defined as follows:

- a. Absence because of the death of an employee's spouse, domestic partner, child (including adopted, stepchild and child of domestic partner), parents, brother or sister (including half or step) and the same relations of spouse or domestic partner, legal guardian or any person who is permanently residing in the household of the employee. Such leave shall not exceed three (3) days and shall be taken within thirty (30) calendar days after the date of death; however, two (2) additional working days shall be granted for bereavement leave if travel outside the Bay Area of over seventy-five (75) miles is required as a result of death.
- b. Absence because of the death of other relatives. Leave shall be for not more than one (1) working day; however, two (2) additional working days shall be granted if travel outside the Bay Area of over seventy-five (75) miles is required as a result of the relative's death.

## **Section 5. Workers Compensation – State Disability Insurance Integrated With Sick Leave.**

- a. When an employee has suffered a work-related injury, the difference between workers' compensation benefits and the employee's gross salary will, at the request of the employee, be made up by utilizing unused accrued sick leave. The payroll unit shall compute the number of hours needed and will make the necessary adjustments. The employee shall be required to provide the payroll unit biweekly verification of workers' compensation payments received. Failure to provide verification to the Authority within 30 days will result in the discontinuance of integration of sick leave with workers' compensation. Before the Authority can process any request for integration of sick leave with workers' compensation benefits, the employee must sign an agreement to allow any overpayment of benefits to be recovered by the Authority from his/her future payroll checks.
- b. In the event an employee has exhausted his/her accrued sick leave, and upon approval of the workers' compensation claim, the following will occur:

The Authority will advance the employee sick leave hours, as needed, up to a maximum of thirty (30) calendar days for the purpose of integrating the sick leave with workers' compensation benefits; the purpose is to ensure that the employee will receive one-hundred percent (100%) of his/her daily wage, when adding the workers' compensation and sick leave together. Upon return to duty the sick leave hours advanced to the employee will be credited back to the Authority, as the employee earns his/her sick leave hour (Not to exceed two (2) occurrences per fiscal year). In the event that the employee does not return, the value of the advanced unearned sick leave shall be deducted from the employee's final separation pay check.

- c. When an employee uses accrued sick leave credits to supplement disability payments for workers' compensation, sick leave with pay credits shall be thereafter earned at the rate of two (2) times the regular rate until the amount of sick leave credits used to supplement disability payments for workers' compensation is made up.
- d. The Authority shall supplement State Disability payments by using any unused accumulated sick leave benefits to bring employees up their regular weekly salary. The Payroll Office of the Authority shall compute the number of hours needed and will make the necessary adjustments. Employees shall be required to mail to the Authority copies of their award letters verifying the amounts of State Disability payments.

## **Section 6. Education Leave.**

- a. Subject to the needs of the Authority as determined by the Department head and the Executive Director or designee pursuant to individual education plans, the Authority may provide educational leave with or without pay. Educational cost shall be reimbursed under the following conditions.
- b. The Authority shall reimburse employees for one hundred (100%) of cost for tuition and

books for all prior approved job-related courses successfully completed with a Grade of "C" or better for undergraduate coursework and a passing Grade of "B" or better for all approved graduate coursework by full-time regular employees with at least one year of service on active work schedules who are taking courses on their own time. A maximum reimbursement for all courses taken in any one calendar year is three thousand dollars (\$3,000.00). If such a course is available to an employee only during working hours, the Authority shall permit time off without loss of salary. Any disagreement as to whether or not a course is job-related shall be subject to the grievance procedure.

- c. The Authority agrees to develop in cooperation with the Union a policy for attendance, during working hours where necessary, by Authority employees at seminars and formal courses and agrees to reimburse the costs of such attendance, upon evidence of successful attendance or completion of such seminars and formal courses, provided that the Authority shall pay expenses in advance for all seminars, workshops and formal courses at which the Authority requires attendance.
- d. Training. The Housing Authority will provide orientation to all new bargaining unit employees which could include:
  - o An introduction to the Management Information System (MIS) provided by the MIS department
  - o An introduction to other departments
  - o Training of the employee's job duties provided by the employee's immediate supervisor, peers and/or other qualified employee in a higher position

**Section 7. Witness or Jury Duty Leave.** An employee who is summoned as a witness or juror for a judicial proceeding shall be entitled to leave with pay less any payment received for services performed as a witness or juror.

**Section 8. Childcare/Maternity Leave.** In accordance with California State Law, maternity leave shall be granted without pay for a maximum period of one hundred and twenty (120) days. The Authority shall make every effort to keep an employee's position open during the period of maternity leave. However, no guarantee can be made that the same position shall be available at the time the employee is scheduled to return to active service. In such instances, the Authority shall, in good faith, attempt to place the employee in a comparable position.

**Section 9. Military Leave.** The Authority will grant military leave in accordance with the California Military and Veterans Code Chapter 7, Section 389-398. Full information on the provision of this law shall be provided to employees by their supervisors or the Human Resources Department.

**Section 10. Voting Leave.** An employee shall be allowed to leave, with pay, for up to two (2) hours at the beginning or end of the workshift on a recognized state or national election day for the purpose of exercising her/his voting rights. The department manager shall be responsible for scheduling such leave, based on seniority, to ensure adequate staff coverage.

**Section 11. Voluntary Time Off.** The Authority agrees to establish and administer a Voluntary Time Off (VTO) Plan for use by eligible employees. VTO shall be used only for time an employee would have otherwise worked, not as a substitute for other forms of leave. The use of VTO is proposed with the following elements.

a. Conditions: The Authority/department head may grant an employee VTO (unpaid leave of absence) without pay with the right to return to the same classification, subject to the following conditions:

- 1) An eligible employee is one who has a minimum of one (1) year of continuous service.
- 2) VTO may be taken in increments of at least one full hour. The maximum VTO shall equal six (6) pay periods, or 480 hours per fiscal year.
- 3) The VTO program shall be available as designated by the Authority during the life of the contract.
- 4) VTO shall be available to employees by voluntary pledge, upon reasonable request and subject to advance approval by the Agency/department head, and effective upon mutual agreement between the employee and the agency/department head.
- 5) VTO shall not exceed the total number of hours that the employee would have worked but for the VTO leave.
- 6) Employees shall continue to accrue sick leave, vacation benefits that the employee would have received but for the VTO leave.

The Authority shall pay the employer contribution of medical, dental/vision and life insurance for VTO participants. The employee shall only be eligible to receive those medical, dental/vision and life insurance benefits that he/she would have been eligible to receive but for the VTD leave.

- 7) VTO shall apply toward time in service for step advancement.
- 8) VTO shall be granted without requiring employees to first use accumulated vacation and sick leave.
- 9) VTO shall be available only to employees who are in paid status the entire workday before the beginning of the VTO as well as the entire workday after the completion of the VTO prorated for part-time employees. With the approval of the Agency/department head, an employee may take vacation or compensatory time off prior to using VTO.
- 10) VTO shall not be considered paid leave for purposes of determining overtime eligibility.

- b. **Notice/Timetables:** Eligible employees shall be notified of the VTO program upon adoption.
- c. **Payment:** To participate in VTO, an employee's wages will be reduced for time off in the employee's next paycheck.

Example: If four days are taken from November 16 through November 29, the four days would be reflected on the December 6 paycheck.

- d. **Agreement to Support:** The parties agree that:
  - 1) Employee participation in the VTO program is subject to approval by the Agency/department head.
  - 2) Processing VTO Requests: Giving consideration to the various levels of departmental review, employees will submit VTO requests thirty (30) calendar days prior to the requested start date of the leave. A final departmental response (approval or denial) will be given the requesting employee no later than ten (10) calendar days from the date the request is received by the employee's supervisor.
  - 3) The VTO appeals procedure: Requests that are denied by the department head may be submitted by written appeal to the Labor Management Committee which will forward its recommendation to the Executive Director or designee. The Executive Director or designee will issue a final decision in the matter within ten (10) calendar days of receipt of the appeal by the Labor Management Committee.

**Section 12. Leave Without Pay.** Leave without pay may be approved for a period of up to twelve (12) months within any two (2) year period. On the approval of the Executive Director or designee, leave without pay may be extended beyond a twelve (12) month period in the best interest of the Authority.

Requests in writing for leave without pay for not more than thirty (30) calendar days may be granted by an employee's supervisor with the approval of the Executive Director or designee. Requests for leave without pay for more than thirty (30) calendar days shall be made in writing. The request will be submitted to the employee's supervisor and will require the endorsement of the Executive Director or designee.

**Section 13. Unpaid Leave for Employment as an Employee Organization Officer or Representative.** Leave for employment as an Employee organization officer or representative is defined as leave:

- a. To serve full time as an officer or representative of an employee organization whose membership includes Authority employees, or
- b. To attend a convention or other type of business meeting of an employee organization as an officer or delegate of the employee organization.

Leave for permanent employees may be approved for the duration of such services by written request, at least thirty (30) days prior to the commencement of the leave to the Executive Director or designee.

#### **Section 14. Insurance.**

- a. The Authority will maintain present hospital, medical and surgical care programs through the Public Employees Retirement System (PERS).
- b. The Authority shall contribute towards employee only or employees plus dependent hospital, medical and surgical care programs up to a maximum of eighty percent (80%) of the premium.
- c. During the calendar year beginning January 1, 2018 and ending on December 31, 2018, employees who are eligible for health premium contributions and do not decline healthcare coverage from SFHA, shall have their premium contributions reduced by \$41.67 on the first and second pay period per month, for a maximum annual reduction of \$1,000.00 over 24 pay periods.
- d. Beginning January 1, 2019 and ending on December 31, 2019, employees who are eligible for health premium contributions and do not decline healthcare coverage from SFHA, shall have their premium contributions reduced by \$41.67 on the first and second pay period per month, for a maximum annual reduction of \$1,000.00 over 24 pay periods.
- e. Employees shall be notified of any increases in health care premiums by the Authority within five (5) working days of receiving notification of such increases from the carrier.

In the event the Authority must collect for increases in health care premiums retroactively, the amount which must be collected will be deducted from the employees' paychecks in increments of twenty-five percent (25%) per pay period until such time as the full amount to be collected has been paid.

The Authority shall continue the present level of health coverage for all employees on leave without pay when such leave is due to illness or injury.

- f. Effective July 1, 1997, the Authority shall increase its present program of life insurance for employees to provide benefits equal to two (2) times the employee's gross annual salary; rounded up to the next \$1000; \$150,000 maximum; \$50,000 minimum. Regular full time employee coverage begins the first month after the date of hire.
- g. Representatives of the Union and the Authority shall meet and confer prior to such times as any health plan contract affecting members of the Union shall be renewed or renegotiated by the Authority. Such representatives may consider and shall endeavor to reach agreement on an alternate package and/or alternate insurance carriers.

- h. The Authority agrees to continue to provide personal liability insurance coverage for employees driving Authority vehicles on Authority business. It is the Authority's policy that employees shall not use their personal vehicles on Authority business.

The Authority reserves the right to demote or terminate, as appropriate, an employee who as part of his/her job responsibilities, must operate an Authority vehicle but who does not possess a valid California driver's license or is deemed uninsurable by the Authority's insurance carrier.

- i. **Dental Coverage.** Effective October 1, 1999, the Authority will continue to provide dental insurance coverage for all Authority employees and their dependents. Such coverage shall include no co-payment, except that prosthodontics coverage shall be subject to 80/20 co-payment and orthodontics coverage shall be subject to 50/50 co-payment and a \$2500 lifetime maximum. The plan shall also include a one-time \$50 deductible and a \$2000 per patient per year maximum payment. The Authority will continue the present dental coverage with Delta Dental Plan at one hundred percent (100%) of the premium cost paid by the Authority. Regular full-time employee coverage begins the third month after the date of hire.
- j. **Optical Plan.** Effective July 1, 1997, the Authority will provide a no deductible optical insurance plan for all Authority employees and their dependents. Such coverage shall include a free examination and lenses every twelve (12) months and frames every twenty-four (24) months, per employee. Regular full-time employee coverage begins the first month after date of hire.

**Section 15. Retirement.** The contract between the Authority and the Public Employees Retirement System (PERS) shall be maintained, as shall the contract between the Authority and the Social Security Administration. CalPERS determines the pension formula options and pensionability of salary elements.

- a. **Classic Employees:** For employees hired on or before December 31, 2012 by the Authority or employees hired who are considered classic members as defined by CalPERS, the Authority shall provide the 2% @ 55 retirement formula offered by PERS.

Each classic member of this unit shall pay through a payroll deduction 7% of persable salary towards the mandatory employee contribution to CalPERS.

- b. **New Employees (PEPRA):** For new employees hired on or after January 1, 2013 as defined by CalPERS, the Authority shall provide the 2% @ 62 retirement formula in conformance with the requirements of the California Public Employee's Pension Reform Act of 2013 (PEPRA), as amended.

New PEPRA employees shall pay, through a payroll deduction 50% of the normal cost rate as determined and required by CalPERS.

- c. Effective January 1, 2005, the Authority to pay 80% of the cost of the medical premium for all retirees.



(Please reference the new CalPERS regulations, effective January 1, 2013 for changes to Public Employees Retirement Law. The parties agree to be bound by the new regulations, summary attached).

**Section 16. Bilingual Compensation.** Employees who are required in the course of their work to translate to and from a foreign language shall be paid a differential equal to the bilingual compensation rate in effect for the City and County of San Francisco but capped at a maximum of \$40 per pay period. A minimum of twenty (20) hours of such work performed in a calendar month shall constitute qualification for such additional compensation for full-time employees. For part-time employees, compensation shall be prorated.

**Section 17. Mileage Reimbursement.** The Authority will maintain comparability with the mileage reimbursement provision of the City and County of San Francisco and will immediately incorporate as Authority policy and changes made effective in said City and County provision but not more than the maximum IRS mileage reimbursement rate. The Authority may require the possession of a valid California driver's license in its job classifications where as a condition of employment requirement of such license was so stated in the pre-employment specifications. To the extent operationally feasible, the Authority in its sole discretion will attempt to assign at least one (1) fleet vehicle to each property management office.

**Section 18. Compensatory Time.** In the event of layoff, termination or resignation the employee shall be compensated for all unused compensatory time on his/her final paycheck.

**Section 19. Damage to Personal Property.** The Authority shall compensate employees for damage and theft of personal property which occurs during working hours provided that such property is required in the performance of the employee's job duties and such personal property is placed under the care and responsibility of the Authority.

**Section 20. Casual Day.** Employees whose job responsibilities do not include meeting the public will have the option to wear professionally casual attire every Friday.

**Section 21. Family Care Leave.** Reference: Personnel Policies and Procedures, Leaves and Time Off With or Without Pay

**Section 22. Parental Release Time:** Employees with school age children shall be granted paid release time to attend parent /teacher conferences of up to eight (8) hours per school year. Employees must notify their supervisor not less than 24 hours in advance. Employees must provide their supervisor documentation showing proof of the parent/ teacher conference prior to the release time being granted.

Release time shall be used on an "as needed" basis for parent/teacher conferences only. Release time not needed and used during the year will not carry over to the following year.

**Section 23. Voluntary Reduced Work Week Program:** Employees in any classification, subject to the approval of the supervisor, may voluntarily elect to work a reduced week for a specific period of time. Such reduced work week shall not be less than twenty (20) hours per week nor for

less than three (3) continuous months during the fiscal year. Pay, vacation, holidays and sick pay and any other benefits shall be reduced in accordance with such reduced work week.

## ARTICLE VII. SENIORITY

**Section 1. Seniority Defined.** Seniority is defined as the length of continuous employment with the Authority. Seniority shall be retained but shall not accrue during any period of leave without pay except as provided herein:

- a. There shall be no break in seniority when an employee has been laid off.
- b. An employee who is absent from work due to work-related illness or injury shall continue to accrue seniority during the period of such work-related illness or injury.
- c. Employees on maternity leave shall continue to accrue seniority to the first one hundred and twenty (120) days of absence. Any adjustment in the anniversary date shall commence from the one hundred and twenty-first (121<sup>st</sup>) day of absence.
- d. Right of seniority is abrogated by the employee and the Union in the following cases:
  - 1) Voluntary Resignation;
  - 2) Discharge for cause;
  - 3) Failure to return to work upon recall from layoff, and/or
  - 4) Layoff exceeding twelve (12) months duration without recall, Consistent with Article X. Section 5.
- e. The seniority recall list shall be null and void after twelve (12) months from the date of layoff. Seniority shall not accrue during the time an employee is on the recall list.
- f. The Authority shall provide written notification of any posted 1021-represented position by means of U. S. Postal Service, to all former employees who have been subject to layoff within the previous twelve months. Copies of said notification shall be provided to Local Union 1021.

**Section 2. Seniority During Absence.** For purposes of calculating an employee's anniversary date for movement on the salary range there shall be no adjustment of anniversary date until the ninety-first (91<sup>st</sup>) day of absence. However, an adjustment will be made on accrual rate of vacation and sick leave if the employee has been on leave of absence without pay for more than ninety days in a calendar year.

## ARTICLE VIII. APPOINTMENTS

**Section 1. Posting of Vacancies In-House.** Announcement of vacancies in permanent positions and in new positions shall be posted for at least five (5) working days within the Authority if there is no existing eligibility list with three or more candidates. The job posting shall provide the qualifications, dates, duration of the eligibility list and other particulars regarding the position announced. The Union shall be notified promptly in writing of the posting of all positions in their

jurisdiction. Internal candidates will be pre-screened by the Human Resources Division to insure that the posted requirements are met before candidates are granted interviews. Qualified residents may compete with internal candidates. All candidates will be advised as to the status of their candidacy prior to the interviewing of outside candidates.

For job classifications where there is no current eligibility list with three or more candidates, the job announcements will clearly indicate that the Authority will be accepting, applicants for the job classification (not just the current opening), and that qualified applicants will be rated by the interview panel and placed on an eligibility list which will be used to fill future openings in the job classification pursuant to the Rule of Three during, the next nine (9) months.

**Section 2. Insufficient Internal Candidates.** In the event that there are an insufficient number of internal applications and/or the Authority determines that the internal candidates do not meet the posted requirements for the position or the internal candidates are not recommended by the interview panel, the Authority will notify the internal candidates in writing of its determination not to continue with their candidacy prior to proceeding with the interviewing of outside candidates. The Union Business Representative will be notified of internal candidates who are not recommended for continuance in the selection process. Internal candidates who do not meet the posted requirements for the position may, upon request, obtain a written description from Human Resources Division of the specific requirement(s) which they fail to meet. Such decision may be appealed to the Executive Director or designee whose decision shall be final and binding.

### **Section 3. Rule of Three Rankings.**

- a. For positions covered by this MOU, the Director of Human Resources or designee shall convene an interview panel consisting of not less than three members, one of whom shall be a representative from the bargaining unit to be designated by the Union or the Chapter President. The unit member selected by the Union must be a permanent employee with experience in the classification or a lower classification in the same job family. The panel shall consist of a ratio of 2-1, 3-1, or 5-2. Whenever possible interview panelists shall have at least three (3) days advance notice of the convening of such panel. The interview panel will interview and score applicants based on an overall assessment of education and/or training, experience and qualifications, attendance and performance where applicable, scoring on a written and/or oral exam, and other relevant criteria. Each panel member shall complete one rating sheet per candidate. Candidates scoring above a specific minimum level will be recommended for placement on an eligibility list.
- b. The interview panel will provide each panelist's rating sheet to the Director of Human Resources or designee. The Director or designee will provide a composite ranking of each candidate and establish an eligibility list. The list of recommended eligible candidates should be posted within the Human Resources Division within three (3) working days following receipt of the rating sheets from the interview panelist. The list will remain valid and active for nine months and may be extended beyond that period at the discretion of management.
- c. The Director of Human Resources will provide to the hiring manager the top three names

on the eligibility list. (If there are three (3) candidates who receive a score of 100 and one candidate with a score of 99 and 1 candidate with a score of 98 the hiring manager may interview all five (5) candidates.) Management may interview and select from the qualified candidates or not fill the position(s). If there are fewer than three candidates on the eligibility list and the eligibility list is supplemented before the initial expiration date, the eligibility of the remaining candidate(s) will be extended to the end of the new expiration date.

- d. Candidates who are on the eligibility list but who are unavailable to participate in the interview process and/or not available to begin work at the time the position is ready to be filled will be considered to have refused an offer. Candidates can refuse up to two offerings before their names are removed from the eligibility list. Prior to the expiration of the eligibility list, thirty (30) calendar days' notice shall be given to remaining eligible and the Union. Upon expiration of the list, all candidates' names will be removed and the hiring process will again open to new applicants. There are no guarantees of selection and no preference given to those candidates who were on a list but not hired before the expiration of that list.

**Section 4. Request for Upgrading.** Any employee in this jurisdiction may request upgrading at any time by writing the Director of Human Resources or designee. Requests shall be acknowledged in writing within seven (7) working days and answered in writing within thirty (30) working days.

**Section 5. Unfilled Posted Vacancies.** If a posted vacancy is not filled within one (1) month after the closing date for the receipt of applications, internal candidates who meet the minimum qualifications shall be advised of the reasons therefore while a position remains vacant. It is agreed that the other employees in the work unit shall not be assigned unreasonable work loads.

**Section 6. Requests for Transfer.** An employee may request a voluntary transfer by submitting a written request for consideration to his/her Division Director describing the reasons for such request. The Division Director will provide a decision which shall be final and binding. In those cases where the transfer affects another Division, approval must be obtained by the employee's present Division Director and by the Division Director to whom the opening is assigned.

**Section 7. Temporary Appointments Made Permanent.** When a temporary appointment is moved to permanent status, the internal hiring process must be followed, to include the posting of said position internally. All temporary employees working in the posted job classification and all temporary employees whose current or prior duties are substantially encompassed in that job classification, shall be considered internal candidates. Temporary employees shall have a sixty (60) day grace period after layoff to apply for positions as internal candidates.

**Section 8. Probationary Period.** All regular appointees, upon initial appointment, serve a six month probationary period. Employees rehired into a regular position after a break in service must serve a new probation period, unless rehired from a recall list. In addition, employees appointed to their first supervisory position will serve a six month probationary period. An employee has the right to return from his/her probationary supervisory position to his/her previous or a comparable class position. The probationary period specified above may be extended in three month intervals for a

maximum of an additional six months when the employees' performance or conduct come into question during the initial or extended probationary period. Probationary employees may be terminated at any time, with or without notice and have no right to grieve the termination. Temporary and Term appointees are at-will employees who must, as a condition of employment, sign an employment agreement spelling out the terms and conditions of their appointments. These employees do not serve a probationary period and may be terminated at any time under the terms of their employment agreement.

## ARTICLE IX. LAYOFFS

**Section 1. Notice of Layoff.** Seniority by classification will apply in cases of layoffs, demotions, and rehires. Layoffs shall occur in reverse order by classification. In the event there is a tie in the classification for which the layoff is scheduled, length of total permanent employment shall be used to determine seniority. The Authority shall give as much notice as possible, but employees shall be given at least thirty (30) calendar days notice. The Authority may provide the commensurate working days in pay and benefits in lieu of the notice specified above. Notice of layoff shall be in writing and shall contain the reason or reasons for layoff, an explanation of the employee's right to choose demotion in lieu of layoff, and a statement of the rules governing layoff lists and recall rights. Upon receipt of such notice, the employee shall have four (4) working days to decide whether or not to exercise seniority rights. Failure to invoke the request to demote will waive all future rights to demotion in lieu of layoff.

**Section 2. Seniority for the Purposes of Bumping Based on a Layoff.** An employee with greater Authority seniority may bump an employee with less Authority seniority in the same classification, or an employee with less Authority seniority in a lower classification in the same classification series. In addition, an employee may bump an employee with less seniority in a lower classification not in the same classification series if she/he had permanent status in the lower classification and has maintained her/his skill level. Furthermore, if an employee had permanent status with the Authority and an acting assignment in a lower classification for at least six (6) continuous months and has maintained her/his skill level, that employee may also bump another employee with less Authority seniority in a lower classification not in the same classification series. A temporary or term employee may not bump a regular permanent employee, regardless of his/her seniority. The Authority shall provide no fewer than fifteen (15) days' notice to employees who are subject of displacement as a result of a layoff.

**Section 3. Recall Lists.** The Authority will provide the Union with a written recall list within thirty (30) days of general layoff. The Union shall receive a copy of any recall letters.

**Section 4. Recall from Layoff.** On recall from layoff, the employee shall be returned to the classification she/he held at the time of layoff. If conditions have so changed that it is not feasible to reinstate her/him to the same classification, she/he shall be reinstated in a classification that is as nearly comparable under the circumstances, including closely related lower classifications when vacant and the employee has the required skills and qualifications.

**Section 5. Recall Rights and Obligations.** The foregoing layoff rights shall be an absolute right of each employee within twelve (12) months following layoff. During that time the Authority shall make reasonable efforts to contact an employee eligible for recall before offering an available position

to another person. Such effort shall include notification in writing by U.S. Postal Service, to the last address of record.

**Section 6. Alternatives to Layoff.** If layoffs in Local 1021's jurisdiction are contemplated, the Authority shall notify the Union within ninety (90) days if possible, but no later than twenty (20) days prior to the date of actual layoff. The Union has five (5) days after receiving notice to request a meeting with the Authority to meet and confer on the necessity for, impact of, and alternatives to such layoffs. The Authority agrees to submit any alternative to the layoff(s) that the Union proposed to the Executive Director, or designee. The Union recognizes that the Authority continues to operate under austere budget conditions and that layoffs are generally in response to budgetary constraints and agree it will not unreasonably delay decisions to implement either the contemplated layoff or effective alternatives.

## **ARTICLE X. PERFORMANCE AND DISCIPLINE**

The Authority shall administer a performance appraisal system in order to ensure that employees, regardless of employment status, receive regular feedback regarding their performance. However, the performance appraisal system shall have no bearing on any salary increases to which employees may be entitled.

**Section 1. Probationary Employees.** The performance of each probationary employee will be evaluated twice, at three (3) month intervals from the date of hire. Any employee who receives an "Unacceptable" rating on either probationary performance appraisal will be terminated immediately. Any employee receiving a "Development Needed" rating on the first probationary performance appraisal will be given three (3) months to achieve a "Standards Achieved" rating. If a "Standards Achieved" rating is not achieved, the employee will be terminated at the end of the probationary period.

Any employee receiving a "Development Needed" rating on the second probationary performance appraisal will have the probationary period extended for an additional three (3) months. If a "Standards Achieved" rating is not achieved, the employee will be terminated at the end of the probationary period extension.

Probationary employees who receive an overall evaluation of "Standards Achieved" or better will be advanced to regular employment status, but will not be eligible for step increases until they have completed one year of service with the Authority.

Probationary employees shall not be subject to the "just cause" rights of the MOU. However, probationary employees may appeal release of discipline on grounds of discrimination as provided in Article III, section 1.

**Section 2. Regular (Non-Probationary) Employees.** The performance of each regular employee will be evaluated annually on the employee's anniversary date. In addition, the performance of each regular employee who is transferred or promoted to a new position will be evaluated twice, at six (6) month intervals, during the employee's first year in the new position. Employees involuntarily transferred shall have a six (6) month training period in the new classification.

Any regular employee who receives an overall evaluation of "Unacceptable" or "Development Needed" will receive additional performance evaluations at three (3) month intervals until such time as the employee's performance reaches the satisfactory level or termination proceedings are begun. An employee receiving an "Unacceptable" rating will be given six (6) months to achieve a satisfactory level of performance before being terminated.

**Section 3. Term and Temporary Employees.** The performance of each term or temporary employee will be evaluated twice, at the midpoint and end of his/her assignment with the Authority.

Any term or temporary employee who receives an overall rating of "Unacceptable" or "Development Needed" on the midpoint performance appraisal will be terminated. Any term or temporary employee who receives an "Unacceptable" or "Development Needed" rating on the final performance appraisal will not be allowed to undertake future assignments with the Authority.

**Section 4. Appeal Procedure.** An employee may appeal a performance appraisal to the next line supervisor and following that, to the Human Resources Director or his/her designee. The Human Resources Director or designee shall hold a meeting with the employee and a representative of the employee's choice within ten (10) working days of receiving the appeal.

An employee shall have the right to submit a written rebuttal to any performance appraisal. Such rebuttal shall be submitted within thirty (30) days of receipt of the appraisal and shall be placed in the employee's personnel file.

**Section 5. Performance and Discipline.** The Authority may establish reasonable rules and regulations concerning the conduct and performance of employees. The Union shall be given prior notice of the establishment of such rules and regulations and shall be afforded a reasonable opportunity to discuss them. Such regulations so established shall be conspicuously posted.

In the event a worker's performance or conduct is unsatisfactory or needs improvement, informal counseling shall be provided by the worker's first level supervisor. Documentation of such counseling shall be given to the worker as it is developed. Such documentation shall not be placed in a worker's personnel file. When the situation allows counseling, counseling shall be used prior to any unfavorable reports being issued.

If informal counseling is not successful, an employee shall be notified in writing of her/his lack of performance; such notice shall contain an explanation of her/his lack of performance, with a directive as to what specific action should be taken to correct the problem. A copy of such notice shall be sent to the Union.

The Union shall be notified when employees are disciplined, suspended or discharged. All disciplinary actions shall be subject to appeal as provided in the Grievance Procedure. The employee will be notified of disciplinary action within a reasonable time (generally within thirty (30) working days) after the Authority has completed any investigation and determined that discipline is appropriate. The Authority shall defer disciplinary suspension or dismissal until the remedy provided in Level Two of the Grievance Procedure has been exhausted, EXCEPT in cases involving the threat of violence or actual violence toward either persons or property, other than self-defense, or an act to impede a proper investigation of the facts by the Authority.

If an employee is charged with other serious misconduct that in the judgment of the Executive Director prevents the employee from performing her/his duties or disrupts the conduct of the Authority's business at a worksite, the Authority may remove the employee from the work site immediately. This clause is administered in good faith and with discretion.

In the event a grievance is invoked and upheld through the grievance procedure, the dismissed or suspended employee will be entitled to back pay, seniority, expungement of the records and other rights.

**Section 6. Unauthorized Absences; Voluntary "Quit".** Employees absent from duty for more than two (2) working days without having reported in, or without having received proper authorization, or without having been granted a leave of absence as defined in Article VI, Sections 1- 7, or without having presented satisfactory evidence that they were unable to report, shall be deemed to have voluntarily resigned and will be so notified in writing by their supervisor with copy to the Union.

Such voluntary resignation shall be subject to appeal under the Grievance Procedure for permanent employees. Employees in other categories may appeal to the Executive Director or designee, whose decision is final and binding. Appeal under the Grievance Procedure shall be initiated by permanent employees in writing to their immediate supervisor within five (5) calendar days of the date of receipt of the written notification of voluntary resignation from the supervisor. Employees in other categories shall make written appeal to the Executive Director or designee, within five (5) calendar days of the date of receipt of notice of voluntary resignation from their supervisor.

Failure by the employee to appeal within five (5) calendar days of receipt of notice of voluntary resignation shall result in said employee's separation from the Authority with no further recourse.

The Authority and Union shall make good faith efforts to provide information to the employees whose absence is due to illness, including emotional problems, alcoholism or drug addiction to appropriate programs.

**Section 7. Drug-Free Work-place.** Reference: Personnel Policies and Procedures, Drug-Free Workplace

## ARTICLE XI. GRIEVANCE PROCEDURE

**Section 1. Grievance Defined.** A grievance is any dispute, complaint, problem, issue or question arising under the terms of this Agreement. A grievance may be raised by an employee as to her/his specific problem in writing or by the Union or the Authority as to the general matters. The parties hereto agree that the purpose of the grievance procedure is to improve employer-employee relations and to provide a method whereby any grievance may be resolved in an expeditious and orderly manner. The parties shall use their best efforts to resolve grievances in specific problems at the first step of the grievance procedure. Unfair Labor Practices shall be referred directly to Level Three.

**Section 2. Time Limits.** Time limits as specified below may be waived by express mutual agreement between the parties. Grievances resulting from disciplinary action proposed or effected



shall be considered waived and abandoned if the Authority or the Union fails to follow prescribed procedures or adhere to time limits. All other grievances shall progress to the next step if appropriate supervisory personnel fails to respond within stipulated time limits.

### **Section 3. Grievance Procedure.**

- a. **Pre-Grievance Process.** Not later than the tenth (10<sup>th</sup>) full working day following an alleged grievance, the employee and/or her/his representative shall explain, orally, the grievance to the employee's immediate supervisor. The supervisor shall reach a decision and communicate it orally to the employee and/or her/his representative within five (5) working days of being told of the grievance.
- b. **Level One.** If the employee is not satisfied with the decision rendered, she/he or his/her representative shall submit the grievance in writing within five (5) working days to the Division Chief or designee. Employee or his or her representative may request a meeting at this level with the Division Chief or designee. Such meeting must be scheduled within five working days from the date the grievance was submitted or such meeting shall be waived. The Division Chief or designee shall notify the employee and/or designated representative in writing of the decision and the reasons within five (5) working days from the date of the presentation of the grievance.
- c. **Level Two.** If an unsatisfactory answer is received by the employee and/or her/his representative, the grievance may be referred in writing to the Executive Director or designee within five (5) working days after receipt of a decision from the Division Chief or designee.

The Executive Director or designee shall review all pertinent information and relevant facts regarding the grievance and communicate in writing a decision to the employee and/or designated representative within five (5) working days.

Final appeal by an employee, if on probationary status, shall be to the Executive Director or designee. The decision of the Executive Director or designee shall be final and binding.

- d. **Level Three.** In the event that the Union and/or employee is not satisfied with the decision rendered by the Executive Director or designee, any remaining unresolved disputes shall be submitted to an impartial arbitrator mutually acceptable to the Authority and to the Union. The grieving party shall provide the Authority with a written notice of the request for arbitration within thirty (30) days from the date the Level Two decision is rendered. The decision of the Arbitrator shall be final and binding. The Union and the Authority agree that once the other party has been notified that Level three has been invoked, the moving party will notify the other party within thirty (30) days whether or not it intends to proceed, by beginning the process of selecting an arbitrator.

The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree upon an arbitrator, they shall request a list of five (5) arbitrators from the American Arbitration Association. Upon receipt of such a list, the parties shall alternately

strike one (1) name from the list until one (1) name remains. The party striking the first name shall be determined by the flip of a coin.

Except when an agreement of the facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider the evidence submitted by the parties; to make written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall have no power to amend this agreement or to recommend such amendment.

All fees and expenses of the arbitrator and of a reporter shall be borne equally by the parties to the grievance.

## **ARTICLE XII. UNION SECURITY**

The Union affirms that it is required and agrees to provide equal employment representation for all members of the Bargaining Unit regardless of membership status. The provisions of this section may be terminated by a majority vote of employees in the Bargaining Unit as provided in Government Code Section 3500, et al.

**Section 1. Union Membership and Dues.** The Authority and the Union affirm the principle that harmonious labor/management relations are promoted and furthered when there is the broadest possible Union membership of employees in the representation unit. Employees in classifications covered by the terms of this MOU shall, as a condition of continued employment, and, in-case of a newly hired employee, within thirty (30) calendar days of her/his employment, execute a payroll deduction authorization form as furnished by the Union, and thereby become and remain a member in good standing in the Union; or execute a payroll deduction authorization form as furnished by the Union, and thereby pay to the Union an initial fee equal to the regular monthly Union dues; or, in the case of an employee who certifies she/he is a member of a bona fide religion, body or sect which historically has held conscientious objections to joining or financially supporting public employee organizations, execute a payroll deduction authorization form as furnished by the Union, and thereby pay sums equal to Union dues, initiation fees, or service fees to a charitable organization elected from a list of at least three (3) organizations provided by the Union.

Failure to complete the payroll deduction authorization form in one of the manners mentioned above, within thirty (30) days of employment, shall result in automatic deduction of an initial fee equal to the regular initiation fee and, thereafter, a monthly service fee equal to the regular monthly Union dues.

Union membership dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the Authority and the Union, an employee may only revoke a Union membership dues deduction and, instead, designate an amount equal to the regular monthly Union dues to be deducted from her/his salary as service fee for representation, during the month of January. Such revocation to the Director of Finance, with copy of such notice being also delivered to the Union.

**Section 2. Dues Remittance to the Union.** The Authority will promptly remit monies deducted on employees as initiation fees, initiation fee equivalents, monthly dues and fees, service fees or

charitable contributions to the Union with a written statement of the names of employees for whom such deductions were made.

**Section 3. Indemnity.** The Union agrees to indemnify and hold harmless the Authority from any loss or damage arising from the operation of this Article.

**Section 4. Membership Lists.** The Authority agrees to provide the Union with a written notice of the name, address, work site and classification of employees in classifications included in the Unit. Such notice will be provided to the union five (5) days prior to the date of hire or termination, and will include date and time the employee will be processed in the Human Resources Department. The information provided will be kept confidential and will be used only for the Union's appropriate purposes.

**Section 5. Shop Stewards.** The Union may designate Shop Stewards at the various work locations of the Authority and shall notify the Authority of such designations. The Union shall also notify the Authority of the membership of its Housing Section Executive Committee members shall be allowed reasonable time for the performance of their duties during working hours without loss of pay, subject to prior notification to the immediate supervisor. This provision will be exercised reasonably and in good faith with respect to the work operations of the Authority.

**Section 6. Business Agent.** The Business Agent shall give reasonable advanced notice to the supervisor upon entering a work site and shall not interfere with the normal operations of the office.

**Section 7. MOU Distribution.** The Director of Human Resources or designee shall issue a copy of the MOU to all probationary, temporary and permanent employees entering the work force on the employee's date of hire.

The Authority shall print the MOU and have it ready within sixty (60) calendar days of final ratification. The Authority shall also provide each probationary, temporary and permanent employee in the bargaining unit with a copy of the new MOU within sixty (60) calendar days of final ratification.

**Section 8. Bulletin Boards.** The Authority shall provide adequate space, on centrally located bulletin boards at all worksite, for the use of SEIU Local 1021, to post notices and disseminate information to its members.

## **ARTICLE XIII. HEALTH AND SAFETY**

**Section 1. Policy.** The Authority acknowledges its responsibility to provide a safe and healthful work environment for its employees. Every employee has the right to safe and healthful working conditions, and a responsibility to comply with safe and healthful work practices.

### **Section 2. Joint Labor/Management Health and Safety Committee.**

- a. The Authority and the Union shall establish a Joint Labor/Management Health and Safety Committee. The Committee shall meet at least quarterly to discuss health and safety matters of mutual concern including (but not limited to) issues concerning personal safety, work-related injuries and illnesses, facilities, and equipment.

- b. Responsibilities of the Committee shall include: (a) reviewing, analyzing, and making recommendations for consideration by the Executive Director concerning the Authority's policies, training, education and objective standards pertaining to health and safety; (b) making recommendations for consideration by the Executive Director of modifications of unsafe or hazardous conditions affecting bargaining unit employees; (c) reviewing and analyzing reports of work-related injuries and illnesses; and (d) recommending to the Executive Director appropriate recognition of employees who advance the goal of a safe and healthful work environment. Action on the Committee's recommendations shall be at the discretion of the Executive Director.

**Section 3. Information.** The Safety/Loss Control Manager shall post on all official bulletin boards on an annual basis a cumulative report capturing the following information on all work-related injuries and illnesses: date of injury, time of injury and illness, and lost number of work days.

**Section 4. Work Site Emergencies.** If at any time employees assigned to Project Offices have reason to believe their persons or property are imperiled, they may lock entrances to the offices and immediately notify the San Francisco Police Department and the District Office of such action. In these circumstances, employees may leave the premises, if necessary and report to his/her District Office to complete all necessary reports. At other facilities, when management is not present, employees shall use their own discretion in matters of personal safety.

**Section 5. Training/Education.** The Authority shall provide a work environment that promotes the training and education of its employees. Training will be in compliance with CAL/OSHA Workplace Injury and Illness Prevention Program.

## **ARTICLE XIV. LABOR-MANAGEMENT COMMITTEE**

**Section 1. Committee Structure.** The Union and the Authority agree to the establishment of a Labor-Management Committee which will meet at least once a month to discuss employment conditions, training programs, orientation of new employees, Career Ladder Program, employer-employee relations, educational leave, staff development, training, health and safety, incentive awards, the implementation of this MOU, and other relevant labor-management matters, but which will exclude discussion of any matter about which a grievance has been filed or any consideration of the merits thereof. It is agreed that this Committee will make a recommendation for Long Term Disability Insurance by October 1, 2004.

For the purpose of these meetings, the Union shall be represented by three (3) persons selected by the Union, and the Authority shall be represented by three (3) persons selected by the Authority.

Any recommendation of this Committee will be forwarded to the Union Section President and to the Executive Director or designee, who will meet with the Committee on request or on a quarterly basis.

Wherever possible, the Authority and the Union agree that present employees should be encouraged to promote to higher positions within the Authority. To facilitate this goal, the Union and the Authority agree to develop a Career Ladder Program under the auspices of the Labor-Management Committee.

**Section 2. Implementation of MOU.** To facilitate the implementation of this MOU, the Authority and the Union agree to hold a joint workshop within ninety (90) days of the ratification of the MOU, for the purpose of developing a common understanding of the administration and enforcement of this Memorandum.

The Authority and the Union shall develop a mutually agreed upon agenda for this workshop which shall include, but not be limited to, grievance handling and administration of enforcement of this MOU. Participants shall include Authority personnel concerned with the administration and enforcement of the MOU and Union officers, stewards and negotiating committee members. Union participants shall be granted paid release, if necessary for this purpose.

Any costs associated with the development or implementation of the workshop shall be divided equally between the Authority and the Union.

## **ARTICLE XV. COMPARABILITY**

In the event the City and County of San Francisco shall institute any improvement in fringe benefits, the Authority shall meet and confer with the Union under Government Code 3500 for the purpose of instituting such improvement to the extent fiscally possible and consistent with HUD regulations and to the extent such recommendations are consistent with the priorities of the San Francisco Housing Authority Commission.

## **ARTICLE XVI. AUTHORITY REGULATIONS**

All outside employment must be approved in writing by the Executive Director and is subject to periodic review. However, the Executive Director will not unreasonably restrict the rights of employees to outside employment, as long as such outside employment does not pose a conflict of interest or does not interfere with the performance of Authority duties.

The management of the Authority and the direction of the working forces are vested in the Authority, subject to the provisions of this Agreement. This includes the right to issue and enforce Authority rules and determine the qualifications and ability of employees. The Authority will not, however, use the provisions of this Article for the purpose of discrimination against any employee or to avoid or evade the provisions of this MOU.

The Authority will continue to establish reasonable rules and regulations governing the conduct and performance of employees. The Authority recognizes its obligation to meet and confer with the Union on all proposed Authority rules and regulations. Such rules and regulations so established shall be conspicuously posted.

Except in cases of emergency, the Union shall be notified no later than ten (10) working days prior to the formal adoption of such proposed Authority rules and regulations. If for good cause the Union believes a five (5) working day extension is necessary, the Authority shall grant such extension upon written notice by the Union. In case of emergency adoption, the Authority shall meet and confer with the Union at the earliest practicable time following the adoption of such emergency Authority rules and regulations.

The Authority will distribute copies of its handbook of personnel procedures and policies and copies of the Contract to all new employees. The Authority further agrees to distribute a copy of the Personnel Procedures and Policies and the Contract to all employees currently working within the Service Employees International Union, Local 1021 Bargaining Unit within six (6) months of the signing of this agreement.

## **ARTICLE XVII. STRIKES AND LOCKOUTS**

During the term of this MOU, the Authority agrees that it will not lock out employees and the Union agrees it will not engage in any strike growing out of any dispute relating to the terms of this MOU. Observance of the picket line of another organization, sanctioned by the San Francisco Labor Council or the San Francisco Building and Construction Trades Council, shall not be considered a violation of this Article.

## **ARTICLE XVIII. SAVING CLAUSE**

If any provision of this MOU should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, including but not limited to the Department of Housing and Urban Development of the United States, the remainder of this agreement shall not be affected thereby and the parties shall, if possible, enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

## **ARTICLE XIX. SCOPE OF THE MEMORANDUM OF UNDERSTANDING**

Except as provided otherwise herein, the parties acknowledge that during the negotiations which preceded this MOU each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU. Therefore, for the life of this MOU the Authority and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this MOU, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this MOU. This does not abrogate the right of the Union and the Authority to meet and confer consistent with the Meyers-Milias-Brown Act as it might be amended, or with state law as amended.

It is understood and agreed by the parties that this MOU is applicable to all employees in the Union jurisdiction, and that notwithstanding this MOU, all employees in the bargaining unit are subject to other applicable rules or regulations of the Authority. Provided, however, that the provisions of this MOU shall supersede and control any conflicting or inconsistent Authority policy, rule or regulation.

The parties also understand and agree that all language referencing the City and County of San Francisco shall be suspended and therefore deemed inoperative during the term of this MOU, which expires on September 30, 2019.

## ARTICLE XX. PERSONNEL FILES

**Section 1. Official Personnel File.** Only one official personnel file shall be maintained on any single employee. This file will be maintained in the Human Resources Office.

**Section 2. Review of Personnel File.** Each employee shall have the right to review the contents of her/his file with reasonable advance notice of such a request. Nothing may be removed from the file by the employee but copies of the contents shall be provided upon request. Materials that are provided to the Authority in a confidential manner in accordance with applicable public law are not subject to review.

**Section 3. Union Review of Personnel File.** With the written permission of the employee, a representative of the Union may review the employee's personnel file and obtain copies of the contents upon request.

**Section 4. Copies of Personnel File Contents.** An employee shall be given a copy of any kind and all material to be included in the file. The employee may also attach a response to any and all materials within thirty (30) days of the receipt. All material in the file must be signed and dated by the author.

**Section 5. Employee Additions to Personnel File.** With the approval of her/his supervisor, the employee may include material relevant to her/his performance of assigned duties in the file.

**Section 6. Disciplinary Action.** Letters of reprimand will remain active in the employee's personnel file for eighteen (18) months after issuance. Suspensions will remain active in the employee's personnel file for thirty-six (36) months after issuance. All disciplinary actions/correspondence shall remain in the employee's file indefinitely. Previous disciplinary actions beyond the above timeliness will not be used when considering new disciplinary action against an employee.

## ARTICLE XXI. NO CONTRACTING OUT

- a. No routine work currently performed by SEIU 1021 bargaining unit employees shall be contracted out.
- b. The Housing Authority shall not lay off current SEIU 1021 bargaining unit members or eliminate existing bargaining unit positions as a result of contracting out.
- c. The Housing Authority shall not use contracting out to avoid paying wages comparable to SEIU 1021 City & County of San Francisco employees or to avoid paying health benefits or other benefits.
- d. The Housing Authority may contract out work necessary for dealing with emergencies or work of a limited duration where equipment or expertise is unavailable.

## ARTICLE XXII. DRUG AND ALCOHOL ABUSE TESTING FOR CAUSE AND POST

## **ACCIDENT**

### **1. PURPOSE.**

To clearly define Employer Policy on drug and alcohol abuse, drug testing, and related matters.

### **2. POLICY.**

The Employer and the Union are committed to protecting the health and safety of individual employees, their co-workers, and the public at large from the hazards caused by the misuse of drugs and alcohol on the job. The safety of the public, as well as the safety of fellow employees, dictates that employees not be permitted to perform their duties while under the influence of drugs or alcohol.

The Employer and the Union recognize that drug and alcohol abuse are treatable illnesses, and the preferable and proper response to these illnesses is education, treatment and rehabilitation, rather than punishment. It is therefore the Employer's policy to initially attempt rehabilitation rather than terminate the employment of workers who are drug or alcohol abusers. No bargaining unit member shall be discharged for drug or alcohol use, or being under the influence of drugs or alcohol on the job, without first having been offered the opportunity to discontinue use either through personal choice or by treatment for chemical dependency, if such treatment is needed.

### **3. APPLICATION.**

This policy applies to all employees of the Employer. This policy applies to alcohol and to all controlled or illegal drugs, which could impair an employee's ability to perform the functions of the job effectively and safely:

### **4. POLICY RULES.**

- A. An employee shall not work under the influence of any drug or alcohol which impairs his/her ability to safely and efficiently perform the required duties of the position.
- B. An employee shall not purchase, possess, use, sell, or furnish alcoholic beverages during the course or performance of his/her assigned duties. Under no circumstances shall an employee report to the work site under the influence of an alcoholic beverage.
- C. An employee shall not purchase, possess, use, sell, furnish, or be under the influence of any drug during the course or performance of his/her assigned duties.
- D. An employee shall not purchase, possess, use, be under the influence of, sell, or furnish any prescription drug during assigned work hours, or while on duty or while using Employer equipment unless the prescription was issued by authorized medical personnel and the employee follows the prescription instructions;
- E. An employee shall within five (5) days report to the appointing authority any criminal conviction for drug-related activity in the work place.



## **5. TERMS/DEFINITIONS.**

- A. Drugs – For the purpose of this policy, drugs shall be Amphetamine Group, Cocaine, Opiates, Phencyclidine and Marijuana.
- B. Prescription Drug – A drug lawfully available for retail purchase only with a prescription.
- C. Reasonable Cause – Reasonable cause shall exist only when two supervisors, who are trained in detection of drug use, articulate and can substantiate in writing specific behavioral, performance or contemporaneous physical indicators of being under the influence of drugs or alcohol on the job. The objective indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol, and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effects of prescription or over-the-counter medications, reaction to noxious fumes or smoke, etc.). Cause is not reasonable, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The grounds for reasonable cause must be documented by the use of an Incident Report Form (see Form A attached).

The following may constitute reasonable cause to believe that an employee is under the influence of drugs or alcohol:

1. Incoherent, slurred speech;
2. Odor of alcohol on the breath;
3. Staggering gait, disorientation, or loss of balance;
4. Red and watery eyes, if not explained by environmental causes;
5. Paranoid or bizarre behavior;
6. Unexplained drowsiness.

## **6. PRIOR NOTICE OF TESTING POLICY.**

The Employer shall provide written notice of its Drug and Alcohol Policy to all employees. The Employer shall provide each employee with a copy of the Drug and Alcohol Policy, together with a full explanation as to its meaning and consequences.

## **7. IDENTIFICATION AND CONSENT PROCEDURES.**

- A. An employee may be required to submit to urine drug or alcohol testing by a physician or laboratory only if management has reasonable cause that the employee is under the influence of drugs or alcohol in violation of this policy. The Employer may order urine testing only. The employee, at his or her sole option, shall, upon request, be allowed to submit a blood sample for testing instead of a urine test.

- B. If a supervisor makes observations of an employee which the supervisor believes may constitute reasonable cause for drug or alcohol testing, the supervisor shall immediately inform the employee of the suspicions, and inform the employee that he/she may have a Union representative present. If the employee wishes not to have a Union representative, then that desire should be put in writing, and signed off by the employee, on the Incident Report Form.

If the two trained supervisors believe that there is reasonable cause for a drug or alcohol urine test, then the Incident Report Form shall be filled out, including a statement of the specific objective facts constituting reasonable cause for the test, and the names of the persons making those observations.

A completed copy of this Incident Report Form shall be given to the bargaining unit employee before he/she is required to be tested, and one copy made available to the Union representative, if present. After being given a copy of the Incident Report Form, the bargaining unit employee shall be allowed enough time to read the entire document, and to understand the reasons for the test.

The employee will be offered an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness. The Union representative shall be present during such explanation and shall be entitled to confer with the employee before the explanation is requested.

If the supervisor, after observing the employee, concludes that there is in fact reasonable cause to believe that the employee is under the influence of drugs or alcohol, then, by a written order signed by the supervisor, the employee may be ordered to submit to a urine drug test. The employee shall be informed that refusal to submit to testing may constitute a presumption of intoxication. This presumption will be raised if the Employer had reasonable cause to require a urine drug test in the first place.

Prior to the actual drug testing, the employee will be examined by a medical doctor at the designated hospital, laboratory or clinic. This examination will be conducted to determine if the supervisors' observations are caused by a reason other than being under the influence of drugs and/or alcohol. If the opinion of the medical doctor is that the supervisors' observations are for a reason other than possible influence of drugs and/or alcohol, no test will be given, and the employee will be returned to the work place without loss of pay. If the medical doctor releases the employee to return to work, such release must be in writing.

Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered; the test results shall be destroyed, and no discipline shall be imposed against the bargaining unit employee.

- C. Before a drug and alcohol test is administered, employees will be asked to sign a consent form authorizing the clinic or laboratory to obtain a blood and urine specimen. On a separate form, the employee will be asked to release the results of the testing to the Personnel

Director and to the appropriate department head. The consent form shall provide space for employees to indicate current or recent use of prescription or over-the-counter medication.

- D. Unless there is an objective reason to believe that the employee has previously altered a sample, or unless the employee agrees in writing, individuals shall be allowed to provide the required specimen in the privacy of a stall or otherwise partitioned area.
- E. An employee who refuses to consent to a drug or alcohol test shall not be subject to disciplinary action for that refusal. However, the fact of the refusal shall constitute a rebuttable presumption that the employee was under the influence of drugs and/or alcohol at the time of the order to submit to the urine test.

## **8. DRUG TESTING PROCEDURES.**

- A. The testing shall be done by a laboratory licensed and certified by the California Department of Health Services, Laboratory Field Services, as a medical and forensic laboratory which complies with the Scientific and Technical Guidelines for Federal Drug Testing Programs and the standards for certification of laboratories engaged in urine drug testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the United States Department of Health and Human Services, and which is chosen jointly by the Union and the Employer. The parties also retain the right to audit and inspect the laboratory to determine conformity with the standards described in this policy.

At the time the urine specimens or blood samples are collected, three separate samples shall be placed in separate containers. All samples must be immediately sealed in the presence of an Employer and Union witness with evidence tape, and the tape signed by the employee and both witnesses. Two samples, each in a separate container; shall be sent to the laboratory to be tested at the Employer's expense. In order to be considered positive, both samples shall be tested separately in separate batches and show positive results on the GC-MS confirmatory test. The third sample or specimen shall be collected in a separate container, and shall be kept refrigerated at the site where the sample is given. This third sample shall be made available to the employee for testing by a laboratory selected by the employee at the employee's expense, provided that the laboratory chosen by the employee must be licensed by the California Department of Health Services, Laboratory Field Services. The cost of testing the third sample shall be borne by the employee.

- B. The specific required procedure is as follows:
  - 1. Urine shall be obtained directly in a tamper-resistant urine bottle. Alternatively, the urine specimen may be collected at the employee's option in a wide-mouthed clinic specimen container which shall remain in full view of the employee until transferred to, sealed and initialed in separate tamper-resistant urine bottles.
  - 2. Immediately after the specimen is collected, the urine bottle shall, in the presence of the employee, be labeled and then initialed by the employee and witnesses. If the sample must be collected at a site other than the drug and/or alcohol testing laboratory,

the specimen shall then be placed in a transportation container. The container shall be sealed in the employee's presence and the employee shall be asked to initial or sign the container. The container shall be sent to the designated testing, laboratory on that day or the earliest business day by the fastest available method. The same procedure shall be followed for a blood test.

3. A chain of possession form shall be completed by the hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimen.

C. The initial test of the urine specimen shall utilize immunoassay techniques.

The following standards shall be used to determine what levels of detected substances shall be considered as positive:

<b><u>SUBSTANCE</u></b>	<b><u>SCREENING TEST</u></b>	<b><u>CONFIRMATION</u></b>
AMPHETAMINE GROUP	500 ng/ml amphetamine	500 ng/ml GC-MS
COCAINE	300 ng/ml metabolite	300 ng/ml GC-MS
OPIATES	300 ng/ml morphine	300 ng/ml GC-MS
PHENCYCLIDINE	75 ng/ml	75 ng/ml GC-MS
MARIJUANA	100 ng/ml	100 ng/ml GC-MS (Delta 9-THC)
BARBITURATES	300 ng/ml	300 ng/ml GC- MS
BENZODIAZEPINES	300 ng/ml	300 ng/ml GC-MS
ETHYL ALCOHOL	0.02g%	0.02 g%

- D. All specimens identified as positive in the initial screen shall be confirmed utilizing gas chromatography/ mass spectrometry (GC/MS) technique which identifies at least ten (10) ions. All information shall be by quantitative analysis.

- E. Blood samples will be quantitatively analyzed to determine the presence of the following substances:

<b><u>SUBSTANCES</u></b>	<b><u>"POSITIVE" TEST LEVEL</u></b>
Amphetamine Group	0.02mg/L
Cocaine	0.10 mg/L
Opiates	
Codeine	.01 mg/L
Morphine	.01 mg/L
Phencyclidine	.01 mg/L
Barbiturates	
Phenobarbital	10.0 mg/L
Secobarbital	1.0 mg/L
Butabarbital	5.0 mg/L
Butalbital	1.0 mg/L
Benzodiazepines	

Valium	.1 mg/L
Librium	.5 mg/L
Ethyl Alcohol	.05 mg/L

- F. If the testing procedures' confirm a positive result, as described above, the employee shall be notified of the results in writing by the Personnel Director; including the specific quantities.

If requested, the Employer will also provide the names of all persons who were involved in the testing procedure and the preparation of the laboratory reports and forensic expert opinions. Employer will also provide, if requested, copies of all laboratory reports, forensic opinions, laboratory work sheets, procedure sheets, acceptance criteria and laboratory procedures; and all real evidence, including the specimen collection kit.

- G. All specimen confirmed positive shall be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.
- H. All information from an employee's drug and alcohol test is confidential for purposes other than determining whether the Employer policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or applicant. The results of a positive drug test shall not be released until the results are confirmed.
- I. Every effort will be made to insure that all employee substance abuse problems will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

There will be one person in the personnel department who will be designated to receive testing results. He/she will notify other managers of the Company strictly on a need-to-know basis.

No laboratory or medical reports or test results shall appear in an employee's personnel folder. Information of this nature will be included in the medical file. The inside cover of the personnel folder will contain a marker to show that this information is contained elsewhere.

All necessary measures shall be taken to keep the fact and the results of the test confidential.

## **9. CONSEQUENCES FOR VIOLATING THE RULES AND PROVISIONS OF THIS POLICY.**

If the results of the urine test administered by the Employer on the two samples show that the employee was under the influence of drugs or alcohol while on duty, the appropriate disciplinary action may be imposed by the Employer after the following procedure has been followed:

The employee and the Union shall be presented with a copy of the laboratory report of both specimens before any discipline is imposed. The Union and the employee shall then have five (5) days to present the Employer any different results from the test of the third sample, conducted by a laboratory selected

by the employee (The failure of the Union or employee to have the third test performed or to present the results to the Employer shall not be used against the employee in any arbitration proceeding.)

After considering the results of the third test performed by the employee, if presented, the Employer may discipline the employee provided that any discipline imposed for the first offense and any grievance filed in response thereto shall be held in abeyance pending voluntary completion by the employee of a substance abuse treatment program mutually agreed upon between the Employer, and the employee, the cost of which shall be covered, if possible, by the Employer's group health insurance as any other illness, consistent with existing insurance policy requirements.

If the employee successfully completes such a program and is not disciplined for substance abuse for 24 months following the initial charge, the discipline shall be revoked. However, it may be used as the basis for any other substance abuse disciplinary action in the future.

If an employee's positive test result has been confirmed, the employee is subject to disciplinary action under the terms described above, up to and including termination. Among the factors to be considered in determining the appropriate disciplinary response are the nature and requirements of the employee's work, length of employment, current job performance, the specific results of the test, and the history of past disciplinary actions.

#### **10. EMPLOYEE TRAINING.**

The Employer will establish a Drug Free Awareness Program which will inform employees about: (1) the dangers of alcohol and drug abuse in the work place; (2) the Employer's policy on drug and alcohol abuse; (3) the availability of treatment and counseling for employees who voluntarily seek such assistance; and (4) the sanctions the Employer will impose for violations of its Drug and Alcohol Abuse Policy.

#### **11. SUPERVISOR TRAINING.**

The Employer shall develop a program of training to assist supervisors in identifying factors which constitute reasonable cause for drug testing, as well as a detailed explanation and emphasis on the terms and conditions of the drug policy.

#### **12. EMPLOYEE ASSISTANCE PROGRAM**

An employee who engages in drug/alcohol abuse is encouraged to participate in the Employee Assistance Program. Employees who seek voluntary assistance for alcohol and or substance abuse may not be disciplined for seeking such assistance. Request by employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Such participation shall not relieve an employee of the obligation to follow the Employer Policy regarding drug/alcohol use, possession, or being under the influence on the job. An Employee Assistance Program Counselor shall not disclose information on drug/alcohol use received from an employee for any purpose or under any circumstances, unless specifically authorized in writing by the employee.

Employees shall be given the best available treatment through established benefit plans and health

insurance coverage. Options that have proved of value include:

- (A) Where there is no evidence of dependency, 20 to 40 hours of instruction in the biologic effects of alcohol and drugs, symptoms of chemical dependency, and the methods of treatment chemical dependency;
- (B) Where an individual has developed a pattern of dependence on drugs or alcohol, but has the ability to discontinue use for a period of time, an outpatient program which is usually of 4 to 6 weeks duration, and which adds group and individual counseling in support to the educational program noted above. Such programs are effective, less expensive than residential programs, and are normally adequate in early chemical dependence;
- (C) Where an individual cannot discontinue use long enough to make progress in outpatient treatment, or has returned to drug or alcohol use following outpatient treatment, inpatient treatment of 3 to 6 weeks in length and continuing care following discharge for 6 to 12 weeks providing individualized and intensive medical, psychological and environmental care not possible in the outpatient setting may be required.


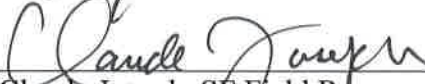


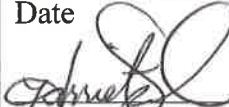
For the first offense, the Employer and the Employee and/or the Union shall meet to discuss the employee's participation in an alcohol or drug abuse program. Issues for discussion include a 60 day unpaid leave of absence, subject to extension by mutual agreement, without any loss of seniority, for the purpose of enrolling and participating in a drug or alcohol rehabilitation program at the Employer's reasonable expense. An employee who does not accept such rehabilitation may be required to take a 60 day leave of absence, subject to extension by mutual agreement, without pay and without loss of any seniority, for the purpose of personal rehabilitation. Participation in a second drug or alcohol abuse program, if any, shall be at the employee's sole expense. Resumption of employment following rehabilitation is a condition of participation in the program. Failure to maintain employment for 36 months upon return to duty will require that the employee reimburse the SFHA for its costs, if any of rehabilitation.

### **13. GRIEVANCE PROCEDURE**

All disputes concerning the interpretation or application of this drug and alcohol abuse and drug testing policy will be subject to the grievance and arbitration procedure of the collective bargaining agreement.

## ARTICLE XXIII. TERM OF THE MEMORANDUM OF UNDERSTANDING

This MOU shall become effective on April 14, 2017 and shall remain in full force and effect through September 30, 2019 in accordance with the provisions contained in Article I.

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO	SEIU Local 1021
_____ Barbara T. Smith, Acting Executive Director	_____  David Canham, SF Region Field Director
_____ Date	_____ 10/9/2018 Date
_____ Scott Hunter, Director of Human Resources	_____  Claude Joseph, SF Field Representative
_____ Date	_____ Sept 4, 2018 Date
_____ Dania Torres Wong, Lead Negotiator for SFHA	_____  John Stead-Mendez, Executive Director
_____ Date	_____ 10/18/2018 Date
	_____ Rob Szykowny, Lead Negotiator for SEIU
	_____ Date
	_____  Teresa Lee, SEIU Chief Union Steward
	_____ 9/4/2018 Date
	_____  Harriet Woods, Bargaining Member
	_____ Sept. 4, 2018



Date

  
Carol Holmes, Bargaining Member

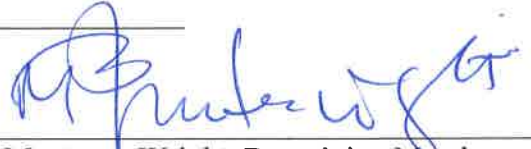
Date

  
Marvin Harrell, Bargaining Member

Date

  
Janet Gray, Bargaining Member

Date

  
Maryann Montessa-Wright, Bargaining Member

Date

  
Sandra Campbell, Bargaining Member

Date

  
Adam Aguayo, Bargaining Member

Date

Letter of Agreement between San Francisco Housing Authority and SEIU Local 1021  
Regarding RAD Impacts

The San Francisco Housing Authority ("SFHA") and Service Employees International Union Local 1021 ("SEIU") are committed to maintaining cooperative labor relations, including discussion over matters outside the Memorandum of Understanding ("MOU") now and in the future. The SFHA and SEIU are parties to MOUs which expire on September 30, 2015; those MOUs will continue unchanged except to the extent expressly specified in this Letter of Agreement. The Parties will meet and confer on successor MOUs for those positions in SFHA represented by SEIU prior to the expiration of the current MOUs.

It is understood that United States Department of Housing and Urban Development ("HUD") has accepted certain SFHA Properties into the RAD and Section 18 Programs ("the RAD Program"). Those programs, if implemented, will result in the transfer of these properties to the control of third party non-profit partnerships and affiliated entities. Once transfer of properties is complete, the parties anticipate that there will be a reduction in the number of SEIU-represented positions at the SFHA – as well as reductions on the number of positions represented by other employee organizations. Specifically, the parties anticipate that the following is a maximum number of SEIU-represented positions that will be impacted in both Phase I and Phase II of the RAD Program:

		Phase I	Phase II
1	Eligibility Worker I & II	5	18
	Property Manager I	5	
	Maintenance Generalist I	8	
2	Eligibility Worker I & II	10	36
	Property Manager I	5	
	Property Manager II	7	
	Senior Accountant	1	
	Senior Administrative Clerk	2	
	Maintenance Generalist I	11	

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The SFHA and SEIU have met and conferred in good faith on the impacts upon SFHA SEIU represented employees of the position reductions resulting from the implementation of the RAD Program Phase 1 and 2 properties and have reached agreement on the following terms:

1. **Layoff and Displacement Impacts.** SFHA and SEIU have worked in cooperation to identify employees in the SEIU bargaining unit impacted by the position reductions resulting from the implementation of the RAD Program. SFHA will work with these identified, impacted employees from the execution of this Agreement until 90 days after the transfer of ownership, pursuant to the RAD Program, of the last SFHA property at which time there is an impacted SEIU position to finalize transactions necessary to complete processing of employee transfers and reassignments related to RAD layoffs. The anticipated impacted employees subject to actual layoff as a result of RAD implementation are identified by class in the chart in the preamble of this Agreement. This cooperation shall include the following:

SFHA shall:

- A. Provide current seniority rosters for impacted classifications to SEIU on a quarterly basis;
- B. Provide a complete list of SFHA employees in SEIU represented classifications to be laid off ("Layoff List"). Updates of the Layoff List will be provided to SEIU as necessary but no less than quarterly or when SFHA becomes aware of potential actual layoffs;
- C. Provide a status report to SEIU that includes proposed displacement actions resulting from the anticipated layoffs of SEIU represented classifications or as SFHA becomes aware of such proposed displacement actions but not less than quarterly;
- D. Provide SEIU a current organizational chart every six months or twice a calendar year;
- E. Identify positions that are vacated in same or similar classifications in SFHA that impacted SEIU employees may transfer or promote into consistent with agency policies;
- F. Obtain from the CCSF confirmation of both the classification matches and offer five (5) vacant positions in the matched classification in the CCSF for impacted SFHA SEIU employees who do not accept voluntary layoff or other employment with SFHA, as discussed further in paragraphs 3 and 4, below (See Attachment 1 to this Agreement);
- G. Manage attrition in impacted classifications during the effective period of this Agreement with the intent to minimize and decrease the actual number of layoffs eventually implemented to the greatest feasible extent; and
- H. Offer an extensive Maintenance Mechanic training program for all interested employees in the Maintenance Generalist I ("MG 1") classification at no cost to the

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employee. All Maintenance Generalist I employees that successfully complete both the Maintenance Mechanic training program AND on-the-job training will be offered an appointment to the Maintenance Mechanic classification. Declining an appointment to the Maintenance Mechanic classification shall not impact eligibility for severance in Phase II should a RAD related layoff occur. During the period in which this Agreement is active (i.e., from the execution of this agreement until ownership of the last SFHA property at which an impacted SEIU member is employed has been transferred pursuant to the RAD Program) any SFHA permanent employee that accepts an appointment from an SEIU represented classification into another SFHA bargaining group, and is subsequently laid off as a result of RAD program implementation, may elect within five (5) working days of the layoff notice to restate to their former permanent SEIU position.

- I. It is the desire of the parties that the SFHA employees impacted by the RAD implementation remain in public employment.
2. **PHASE I: Voluntary Layoff.** On a one-time only, non-precedent setting basis, any permanent employee with more than 15 (fifteen) years of continuous service with the SFHA as of August 1, 2014 may no later than close of business on that date submit a request for voluntary layoff. Five (5) voluntary layoffs shall then be approved by SFHA, but in no case will any voluntary layoff be approved unless and until it has been verified that the voluntary layoff will reduce the number of involuntary layoffs otherwise necessary, either directly or by providing a backfill opportunity. SFHA's decision whether to grant any particular voluntary layoff request is final and not subject to appeal or grievance. If more than five qualified SFHA employees request voluntary layoff, voluntary layoff will be granted based upon agency seniority. Employees granted voluntary layoff shall be notified no later than the close of business on September 2, 2014, with layoff effective close of business on Friday, October 31, 2014. Voluntarily laid off employees shall each receive a one-time lump sum payment of \$25,000, paid to the employee no later than the close of the pay period immediately following the date of the pay period immediately following the date of layoff, provided that employees granted voluntary layoff shall be required to sign a general release and waiver of potential claims as a condition of receiving any such voluntary layoff payment. Parties agree that the current MOU Article IX section 1(a) Severance payment is inoperative and shall not apply to this RAD implementation Voluntary Layoff program. Parties agree that the current Administration Unit MOU Article IX section 1(a) and Maintenance Generalist 1 MOU Article 15 section 3a Severance payments are inoperative and shall not apply to this RAD implementation Voluntary Layoff program.
3. **PHASE I: Expected Mitigation of Phase I Layoff Impacts.** The Total Number of Layoffs in Phase I is Eighteen (18). If five (5) voluntary layoffs are granted pursuant to the provision above, the total number of projected Phase I layoffs shall be reduced from eighteen (18) to thirteen (13). In addition, and notwithstanding the impact of other efforts

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outlined above, involuntary layoff impacts will also be mitigated by the following known factors:

- A. Internal Eligibility Recruitment: The HCV (Housing Choice Voucher) Program shall announce an internal transfer available to impacted employees for five (5) Eligibility Worker positions, which shall further reduce the total number of projected Phase I layoffs from thirteen (13) to eight (8) positions, contingent upon the five (5) impacted employees meeting the minimum qualifications. On a one-time, non-precedent setting basis, if more than five (5) current SFHA Eligibility Workers meet the minimum qualifications for the five (5) available positions, those positions shall be awarded by seniority as defined and governed by the MOU operative as of the date of execution of this Agreement;
  - B. Internal Inspector Recruitment: Two (2) Inspector positions shall be posted internally for internal transfer or promotional-only recruitment shall further reduce projected Phase I layoffs from eight (8) to six (6) positions, contingent on the two (2) impacted employees meeting minimum qualifications; and
  - C. Resignations: SFHA anticipates that at least one (1) Maintenance Generalist I will resign prior to layoffs occurring, further reducing projected Phase I layoffs from six (6) to five (5) positions.
  - D. CCSF Permanent Exempt Positions: SFHA has obtained written assurance from the CCSF HR Director and the City Administrator confirming commitment to the availability of five (5) vacant PEX positions in matched classification in the CCSF for impacted SFHA SEIU employees in Phase I as described in Attachment 1 to this agreement and subject to the terms of this Agreement.
4. PHASE II: Expected Mitigation of Phase II Layoff Impacts: The Total Number of Layoffs in Phase II is Thirty-Six (36).
- 4a. Internal Recruitments and Reassignments. SFHA shall announce for internal transfer or promotional-only recruitment available to impacted employees;
  - 4b. Resignations. SFHA anticipates resignations and other natural attrition to occur prior to layoffs further reducing projected Phase II layoffs;
  - 4c. CCSF Permanent Exempt Positions. SFHA shall obtain written assurance from the CCSF HR Director and the City Administrator to confirm both the classification matches and the availability of PEX positions in the matched classification in the CCSF for impacted SFHA SEIU employees in Phase II within six (6) months of the first Phase II program transfer. Following the execution of this Agreement, parties shall reopen negotiations over the classification matches and placement in PEX positions. These reopener negotiations shall commence no later than January 31, 2015; and

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- 4d. PHASE II: RAD Implementation Severance Program. SFHA shall provide a severance payment to any employees actually laid off as a result of the RAD Program, or displaced by a layoff resulting from the implementation of the RAD Program in Phase II only, as follows:
1. Parties agree that the current Administration Unit MOU Article IX section 1(a) and Maintenance Generalist I MOU Article 15 section 3a Severance payments are inoperative and shall not apply to the RAD implementation severance program.
  2. RAD Implementation Severance shall not be offered if an impacted employee has rejected an offer of internal transfer or reassignment in his or her current SFHA classification even after safety concerns have been addressed. Safety concerns are incumbent specific safety issues documented with SFHA Human Resources no later than September 1, 2014;
  3. RAD Implementation Severance shall not be offered if an impacted employee has rejected a bona fide employment offer to a comparable classification at another public agency that does not result in a reduction of base salary, if that position has been secured through the efforts of the SFHA's Job Transition Support Services Program ("JTSSP");
  4. RAD Implementation Severance packages shall be limited to employees who are notified for lay off or displacement as a result of the implementation of the RAD Program and Section 18 Program only;
  5. An employee who meets all of the criteria set forth in this agreement and who is laid off or displaced shall receive a notice of RAD Implementation severance eligibility. The RAD Implementation severance payment shall be equal to the value of two (2) weeks of the relevant employee's base salary (as of the date the notice of RAD Implementation Severance is issued) for each full year of continuous service rendered to SFHA, capped at a maximum of four (4) weeks. The employee receiving a notice of RAD Implementation severance eligibility must formally accept severance payment, in writing, within ten (10) workdays of receipt or shall waive any such payment.
  6. An employee who accepts a RAD Implementation severance payment shall forfeit all recall rights; and
  7. Severance shall be rescinded by the SFHA any time prior to the effective date of layoff if the SFHA rescinds the layoff action.
5. RAD Implementation Job Transition Support Services Program ("JTSSP") with City and County of San Francisco ("CCSF"). To be eligible for a permanent exempt appointment with the City and County of San Francisco, impacted employees must be in good standing with the SFHA for the last six (6) months immediately prior to the date of

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the notice of layoff, and must not have received any bona fide offer of same or similar reassignment or transfer within the SFHA. The parties agree that if an SFHA employee is appointed to a permanent exempt project-based three (3) year maximum position with the CCSF, the previous employment relationship between that impacted SFHA employee and SFHA shall be severed. The impacted employee shall become an employee of the City and County of San Francisco and subject to all the terms and conditions of such permanent exempt project based employment including but not limited to retirement and medical benefits. No joint employment relationship shall be created as a result of an appointment under this provision.

6. **RAD Implementation Job Transition Support Services Program ("JTSSP") with Other Potential Employers.** SFHA shall provide impacted employees with job transition support services with other Agencies. This includes but, is not necessarily limited to:
  - A. **Other Bay Area Housing Authorities:** SFHA shall contact all other housing authority agencies in the San Francisco Bay Area (Counties: Alameda, Contra Costa, Marin, Napa, Santa Clara, San Mateo) to ascertain vacancies and other potential job opportunities for all impacted employees and request recruitment bulletins be sent to both SFHA and SEIU 1021 designated representatives for distribution.
  - B. **RAD Developers:** SFHA shall work with the new property developers to ascertain new job and/or vacancy postings and provide such postings to impacted employees. All developers have agreed to interview impacted SFHA employees interested and qualified for position vacancies.
  - C. **Employment Workshops or Trainings:** SFHA, under and through the JTSSP, will provide training workshops on resume-writing, interviewing skills, tax credit certification, and assistance applying for other employment including processes and procedures for seeking permanent employment at the CCSF.
7. **Withdrawal of Unfair Practice Charge Regarding RAD and Class Action Grievance regarding Eligibility Worker I classification in SFHA Public Housing Operations.** In exchange for the above agreements, SEIU shall withdraw with prejudice the unfair labor practice currently before the Public Employment Relations Board, Case No. SF-CE-1175-M, within 10 (ten) working days of the execution of this agreement. SEIU shall consistent with paragraph 8 of this Agreement also withdraw with prejudice its Class Action Grievance regarding Eligibility Worker I classifications in SFHA Public Housing Operations dated January 29, 2014 and attached to this agreement as Attachment 2.
8. **Waiver.** Unless an arbitrator determines that SFHA has failed to comply with its obligations under this Agreement, SEIU 1021, its officers, directors and agents contingent upon the full performance by the SFHA of all obligations undertaken pursuant to this agreement discharges SFHA, its Commissioners, officers, directors, agents and employees from any and all actions, claims, grievances, judgments, obligations, damages, and liabilities of any kind and character which SEIU may have or have had arising from the

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application for or implementation of the RAD program and related Section 18 programs, including but not limited to:

- A. Any and all claims for wages, salary, paid leave and/or benefits on behalf of its laid off unit members; and
  - B. Any litigation, charges, grievances by SEIU now pending or contemplated or which might at any time be filed, and which directly arises out of SFHA's implementation of RAD or Section 18 programs, including the SFHA's decision to apply for and implement the RAD program; and
  - C. Any and all claims relating to the RAD program's impact on the MOU, express or implied, ~~except that this waiver shall not apply to employees who remain in SFHA employment with respect to claims not directly related to RAD implementation;~~ and
  - D. Any and all tort claims of any nature, including but not limited to fraud, deceit, misrepresentation, negligent misrepresentation, or defamation; and
  - E. Any and all claims for attorneys' fees or costs.
  - F. It is understood that, pursuant to the terms of this Agreement, certain members of SEIU's bargaining units at SFHA may become employed by another independent agency, including, but not limited to the City and County of San Francisco. Nothing in this Agreement shall create any joint employer obligation on the part of SFHA or any third party who hires former SFHA employees. SEIU agrees that it shall not file on its own behalf, or file or process on behalf of its members or any individual member(s) any action, claim, grievance, judgment, obligation, damage, or liabilities of any kind against a third party as a result of the agreement by that third party to employ SEIU members previously employed by SFHA and laid off or otherwise impacted by the RAD Program.
9. **Arbitration.** Claims that either party to this Agreement has failed to abide by any obligation set forth or created by this Agreement shall be subject to binding arbitration, utilizing the procedures and timelines set forth at Article XI, section 3(d) of the Administration Unit MOU between SEIU and SFHA. Absent mutual agreement to the contrary, David Weinberg shall be used as the arbitrator for any and all such disputes. The parties agree and acknowledge that grievance arbitration relating to implementation of the RAD Program or any action taken pursuant to this Agreement in relation to SEIU unit members at SFHA or any third party employing former SFHA employees as a result of this Agreement may only be demanded by SEIU, and not by individuals.
10. **Eligibility Worker I classification in SFHA Public Housing Operations Grievance Settlement Terms.**
- A. Parties agree that neither party admits fault or wrongdoing in connection to the settlement by the parties of this EW I grievance and,



*Letter of Agreement between San Francisco Housing Authority and SEIU Local 1021  
Regarding RAD Impacts*

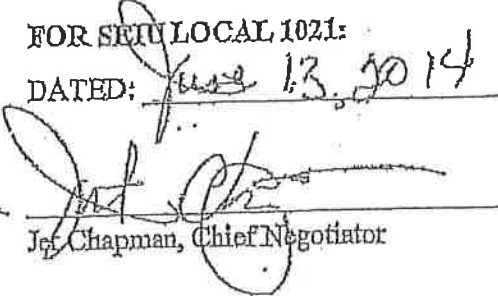
- B. The Parties agree that effective the first full pay period after the execution of this agreement, the SFHA will classify permanent Eligibility Worker I employees who, since February 10, 2012 have served as Eligibility Worker I in SFHA for no less than 18 months, to the class of Eligibility Worker II in the SFHA Public Housing program.
11. **Full Agreement.** This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements between the parties, written or oral, pertaining to the subject matter of this Agreement. Provisions related to layoff and severance in the current MOUs are not applicable to this Agreement. It is hereby understood and agreed that other than those that are expressly contained herein, no party has made any promises, representations, understandings or warranties. The terms of this Agreement are contractual and not mere recitals.
12. **Severability:** The parties agree that each and every provision of this agreement is severable, and a decision by a court or arbitrator not to enforce one provision of the agreement shall have no effect on any other provision of this agreement.
13. **Limitations.** It is understood that there are many conditions the SFHA must satisfy in order to effectuate the transfer of control that RAD and Section 18 contemplate. Should SFHA be unable to, or fail to implement the transfer of ownership anticipated by this Agreement, the provisions of this Agreement shall only be applicable to SEIU bargaining unit members in classes affected by any partial implementation of the transfer of ownership that does occur. The parties further agree that this Agreement covers only Phases I and II of the RAD program, as currently structured, and shall not be precedential should the SFHA later engage in another HUD-related program.
14. **Construction of the Agreement.** Each party has cooperated in the drafting and preparation of the Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter.
15. **No Precedent.** The parties specifically acknowledge and agree that this Agreement is a compromise which shall not operate, not be considered, as evidence of a practice or past practice of SFHA or a precedent in the future.
16. **Section Headings.** The section and paragraph headings contained in this Agreement are for references purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

Letter of Agreement between San Francisco Housing Authority and SEIU Local 1021  
Regarding RAD Impacts

SIGNATURE PAGE

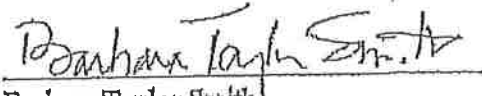
FOR SEIU LOCAL 1021:

DATED: June 13, 2014

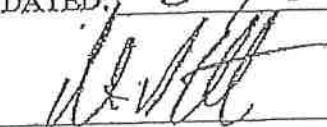
  
Jeff Chapman, Chief Negotiator

FOR SFHA:

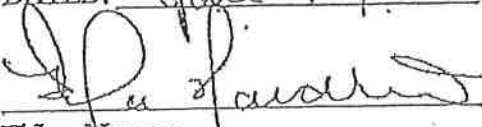
DATED: June 13, 2014

  
Barbara Taylor Stalsh,  
Acting Executive Director


~~DATED: July 8, 2014~~

~~  
Pete Castelli, Executive director~~


~~DATED: June 13, 2014~~

~~  
Velma Navarro,  
Deputy Executive Director/Chief Operating  
Officer~~

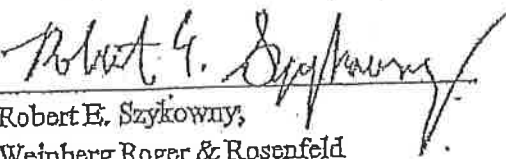
DATED: June 13, 2014

  
David Canham, SF Field Director

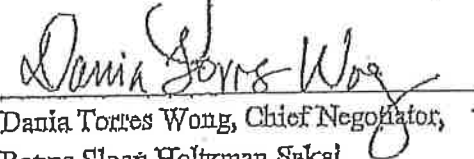
DATED: June 13, 2014

  
Joaquin Torres, Board President

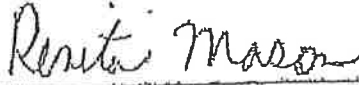
DATED: June 13, 2014

  
Robert E. Szykowny,  
Weinberg Roger & Rosenfeld


DATED: 13 June 2014

  
Dania Torres Wong, Chief Negotiator,  
Renne Sloan Holtzman Sakai

June 13, 2014




June 13, 2014





Letter of Agreement between San Francisco Housing Authority and SEIU Local 1021 Regarding  
RAD Impacts

SIGNATURE PAGE FOR ADDITIONAL BARGAINING TEAM MEMBERS

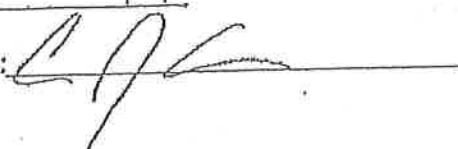
FOR SEIU LOCAL 1021:

DATED: 6/13/14  
Sabrina Cheek: 

DATED: 7/8/14  
L'Tanya Allen-Harris: 

DATED: 6/13/14  
Will Daniels: 

DATED: 6-13-14  
Teresa Lee: Teresa Lee

DATED: 6-13-14  
Adam Aguayo: 

Letter of Agreement between San Francisco Housing Authority and SEIU Local 1021  
Regarding RAD Impacts

Attachment 1



Edwin M. Lee, Mayor  
Nikolai E. Kelly, City Administrator

OFFICE OF THE  
CITY ADMINISTRATOR



June 6, 2014

Joaquin Torres, President  
San Francisco Housing Authority  
1815 Eureka Avenue  
San Francisco, CA 94124

Dear President Torres:

This letter will confirm our recent conversation regarding the intent of the City and County of San Francisco ("the City") to provide Permanent Part-time (PEX) appointment opportunities for identified employees of the San Francisco Housing Authority ("SFHA") impacted by SEIU 1021, impacted by Phase 1 and 2 of implementation of the Federal Housing and Urban Development ("HUD") approved Rental Assistance Demonstration ("RAD") program in San Francisco.

The following City classifications ("Job Codes") have been determined to be substantially comparable to the impacted SFHA SEIU 1021 employees' classifications:

PHASE 1:

City Job Code	City Job Code Title	Comparable SFHA Classification
2708	Custodian	Maintenance Custodian I

In Phase 1, a total of five (5) PEX positions will be offered in the above mentioned City classification to impacted identified SFHA employees, pursuant to San Francisco Charter section 10.104.18, and will be limited to a maximum duration of three (3) years and are not renewable.

In Phase 2, the City will assess the needs of SFHA employees at that time and work with SFHA to offer PEX positions to impacted identified SFHA employees, pursuant to San Francisco Charter section 10.104.18, and will be limited to a maximum duration of three (3) years and are not renewable.

All former SFHA employees offered PEX employment with the City pursuant to this transition will be considered new employees of the City and will be required to adhere to the terms and conditions of employment applicable to all new City employees. It is important to note that in order for incumbents appointed to these PEX positions in the City to be considered for permanent full service status, they must participate in and be successful in a competitive civil service examination process.

101, Carlton B. Goodlett Place, City Hall, Room 363, San Francisco, CA 94102  
Telephone (415) 354-2322 Fax (415) 354-4849

*Letter of Agreement between San Francisco Housing Authority and SEIU Local 1021  
Regarding RAD Impacts*

Joaquin Torres, Re: Permanent Exempt Appointments; June 6, 2014  
Page 2

In addition, in anticipation of the RAD implementation time frame, the City will maintain vacancies for the requisite number of positions in the above-mentioned job codes to support the transition of impacted SEHA employees in both RAD Phase 1 and RAD Phase 2 of the program. To that end, it is imperative that the SEHA seeks agreement with SEIU Local 1021 that temporary exempt (TEX) appointments in anticipation of the PERX appointment of former SEHA employees in these positions will not be contested or grieved. In absence of such agreement, the City will not hold open positions for these SEIU numbers.

We look forward to the successful implementation of the RAD program and welcoming SEHA employees into the City.

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Human Resources Director



Letter of Agreement between San Francisco Housing Authority and SEIU Local 1021  
Regarding RAD Impacts

To: Myrtle Moore-Lewis  
Re: Class Action Level I Unlawful - Eligibility Worker I classification in SFHA Public Housing Operations  
Page 3  
1/29/13

in honor the agreement by the Public Housing Division.

SEIU Local 1021 reserves the right to amend, modify this agreement as necessary.

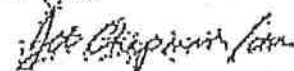
Remedy

SEIU Local 1021 is requesting the following remedy:

1. Compensate all Eligibility Worker I's at the Eligibility Worker II classification from the time they were supposed to be classified at the higher classification.
2. Make whole any other benefits that may have been affected (i.e. Retirement).

SEIU Local 1021 would appreciate a response within the next five (5) working days. The Union is willing to meet to resolve this matter. If you have any questions or concerns, please feel free to contact me at (415) 848-3671 or letstianman@seiu1021.org. If you need to reach a union representative immediately, you may contact Chapter President Ronald Mascher at (415) 713-2090.

Sincerely,



Joe Chapman  
Union Representative

JC/eq

cc: Roshia Mason, Chapter President SEIU Local 1021  
Teresa Lee, Chief, Support SEIU Local 1021  
Eligibility Worker I's in Public Housing, SFHA  
Yash Redhara, SF Field Team Supervisor  
David Cantello, SF Field Director  
File

encl: 1/29/13



OFFICE OF THE  
CITY ADMINISTRATOR



Edwin M. Lee, Mayor  
Naomi M. Kelly, City Administrator

June 6, 2014

Joaquín Torres, President  
San Francisco Housing Authority  
1815 Haight Avenue  
San Francisco, CA 94124

Dear President Torres:

This letter will confirm our recent conversations regarding the intent of the City and County of San Francisco ("the City") to provide Permanent Exempt ("PEX") appointment opportunities for identified employees of the San Francisco Housing Authority ("SFHA") represented by SEIU 1021, impacted by Phase 1 and 2 of implementation of the Federal Housing and Urban Development ("HUD") approved Rental Assistance Demonstration ("RAD") program in San Francisco.

The following City classifications ("Job Codes") have been determined to be substantially comparable to the impacted SFHA SEIU 1021 employees' classifications:

PHASE 1:

City Job Code	City Job Code Title	Comparable SFHA Classification
2708	Custodian	Maintenance Generalist I

In Phase 1, a total of five (5) PEX positions will be offered in the above mentioned City classifications to impacted, identified SFHA employees, pursuant to San Francisco Charter section 10.104.18, and will be limited to a maximum duration of three (3) years and are not renewable.

In Phase 2, the City will assess the needs of SFHA employees at that time and work with SFHA to offer PEX positions to impacted, identified SFHA employees, pursuant to San Francisco Charter section 10.104.18, and will be limited to a maximum duration of three (3) years and are not renewable.

All former SFHA employees offered PEX employment with the City, pursuant to this transition, will be considered new employees of the City and will be required to adhere to the terms and conditions of employment applicable to all new City employees. It is important to note that in order for incumbents appointed to these PEX positions in the City to be considered for permanent civil service status, they must participate in and be successful in a competitive civil service examination process.



Joaquin Torres, Re: Permanent Exempt Appointment, June 6, 2014  
Page 2

In addition, in anticipation of the RAD implementation time lines, the City will maintain vacancies for the requisite number of positions in the above mentioned job codes to support the transition of impacted SFHA employees in both RAD Phase 1 and RAD Phase 2 of the program. To that end, it is imperative that the SFHA seeks agreement with SFHA SEIU 1021 that temporary exempt (TEX) appointments in anticipation of the PEX appointment of former SFHA employees in these positions will not be contested nor grieved. In absence of such agreement, the City will not hold open positions for these SEIU members.

We look forward to the successful implementation of the RAD program and welcoming SFHA employees into the City.

Very truly yours,

  
\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
Human Resources Director

## ATTACHMENT 2: RAD Impacts Agreement Between SFHA and SEIU 10/01/2015

Attachment 2

*Doc* *AC*  
~~SHR LETTER~~ to LETTER OF AGREEMENT BETWEEN SAN FRANCISCO HOUSING AUTHORITY AND SEIU LOCAL 1021 REGARDING RAD IMPACTS

The San Francisco Housing Authority ("SFHA") and Service Employees International Union Local 1021 ("SEIU") reached agreement on a Letter of Agreement ("LOA") in June 2014 over mitigating the impacts of the Rental Assistance Demonstration Program on SEIU bargaining unit employees. The LOA is attached hereto as Attachment A.

In the LOA, the parties agreed to the following:

1. In Phase I, the City and County of San Francisco will offer five (5) Permanent Exempt (PEX Category 18 - Project) positions to Authority bargaining unit permanent employees' positions in the classification of Maintenance Generalist I (City Job Code 2708 Custodian).
2. In Phase II, the City and County of San Francisco will work with SFHA to offer PEX positions to impacted identified permanent SFHA employees.
3. Per San Francisco Charter section 10.104.18, the PEX positions are limited to the maximum duration of three years and are not renewable.
4. Per Attachment I of the LOA, "it is imperative that the SFHA seeks agreement with SEIU 1021 that temporary exempt (TEX) appointments in anticipation of the PEX appointment of former SFHA permanent employees in these positions will not be contested nor grieved. In the absence of such agreement, the City will not hold open positions for these SEIU members."
5. Pursuant to the Section 8.F. of the LOA, "certain members of SEIU's bargaining units at SFHA may become employed by another independent agency, including but not limited to the City and County of San Francisco. Nothing in this Agreement shall create any joint employer obligation on the part of SFHA or any third party who hires former SFHA employees. SEIU agrees that it shall not file on its own behalf, or file or process on behalf of its members or any individual member(s) any action, claim, grievance, judgment, obligation, damage or liabilities of any kind against a third party as a result of the agreement by that third party to employ SEIU members previously employed by SFHA and laid off or otherwise impacted by the RAD program."

To effectuate the requirements outlined in Phase I and Phase II of the LOA, specifically sections 3D and 4C, SFHA and SEIU agree to following:

1. SFHA and SEIU acknowledge that in order to maintain the cooperation of the City and County of San Francisco and offer PEX positions to identified, impacted SFHA employees, SEIU hereby agrees that it will not file any grievance nor shall SEIU assist an individual in filing such a grievance(s) against the City for City appointments made to Temporary Exempt (TEX As Needed - Category 16) positions related to pending PEX appointments of former SFHA permanent employees in Phase I and Phase II.

AC  
①

~~SIDE LETTER~~ LETTER OF AGREEMENT BETWEEN SAN FRANCISCO HOUSING AUTHORITY AND SEIU LOCAL 1021 REGARDING RAD IMPACTS

2. In the event that SEIU files a grievance(s) or assists an individual in filing such grievance(s) against the City to contest the City's TEX appointments related to the preservation of PEX positions for laid off SFHA permanent employees, the City has advised the SFHA that it will not make any such PEX appointments of laid off SFHA permanent employees. For example, if the City were to not appoint a current SEIU represented City employee to a PEX position or hold a SEIU represented City employee in a TEX position in order to appoint a former SFHA permanent employee into a PEX position, SEIU shall not grieve nor assist an individual filing a grievance over the City's action. If SEIU were to file a grievance(s) or assist an individual in filing such grievance(s), the City will not appoint laid off SFHA permanent employees to PEX positions. The City agrees to notify SEIU of the positions it is preserving for laid off SFHA permanent employees. If the City believes SEIU has filed a grievance regarding use of TEX appointments in these positions pending a PEX appointments, it shall notify SEIU of the grievance. SEIU shall have ten business days to withdraw the grievance,

Again, nothing in this Side Letter shall create any joint employer obligation on the part of SFHA or any third party who hires former SFHA employees. It is hereby understood and agreed that, other than those that are expressly contained herein, no party has made any promises, representations, understandings or warranties. The terms of this Side Letter are contractual and not mere recital. This Side Letter shall become a part of the LOA and subject to all other parts thereof, including section 9, "Arbitration."

For SEIU LOCAL 1021:  
DATED: 9/22/2014

FOR SFHA:  
DATED: 10-1-15

ARVID CARLHART  
SEIU Chief Negotiator (Print Name)

Diana Wong  
SFHA Chief Negotiator (Print Name)

[Signature]  
SEIU Chief Negotiator (Signature)

[Signature]  
SFHA Chief Negotiator (Signature)

# ATTACHMENT 3: PEPRA Summary Pension Act

ATTACHMENT 3



## Summary of Public Employees' Pension Reform Act of 2013 and Related Changes to the Public Employees' Retirement Law

This summary is not intended to provide a comprehensive discussion of the Public Employees' Pension Reform Act of 2013 (PEPRA). This summary includes CalPERS current interpretations of the key areas of the law. CalPERS pension reform team continues to analyze PEPRA and the related changes to the Public Employees' Retirement Law (PERL) and, as such, this summary may be revised.

Brief Summary	SECTIONS	IMPACTS CLASSIC MEMBERS	IMPACTS NEW MEMBERS
<p><b>Definition of a New Member</b>                      A new member includes:                      (1) A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any other California public retirement system.                      (2) A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system.                      (3) A member who established CalPERS membership prior to January 1, 2013, and who is hired by a different CalPERS employer after January 1, 2013, after a break in service of greater than six months.</p> <p>All State agencies are considered the same employer, as are all school employers. CalPERS refers to all members that do not fit the definition of a "new member" as</p>	7522.04(f)	X <sup>1</sup>	X

<sup>1</sup> Classic members may be impacted where they change employers and/or change retirement systems and do not meet the statutory requirements related to reciprocity or where there is break in service of more than six months.

\* Currently, these provisions do not impact classic members directly. However, they prohibit public employers from offering such a benefit or option to classic members in the future.



## Summary of Public Employees' Pension Reform Act of 2013 and Related Changes to the Public Employees' Retirement Law

This summary is not intended to provide a comprehensive discussion of the Public Employees' Pension Reform Act of 2013 (PEPRA). This summary includes CalPERS current interpretations of the key areas of the law. CalPERS pension reform team continues to analyze PEPRA and the related changes to the Public Employees' Retirement Law (PERL) and, as such, this summary may be revised.

Brief Summary	SECTIONS	IMPACTS CLASSIC MEMBERS	IMPACTS NEW MEMBERS
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"classic members."															
<b>Reduced Benefit Formulas &amp; Increased Retirement Ages</b> Creates a new defined benefit formula of 2% at age 62 for all new miscellaneous (non-safety) members with an early retirement age of 52 and a maximum benefit factor of 2.5% at age 67.	7522.15 7522.20 7522.25														
Creates three new defined benefit formulas for new safety members with a normal retirement age at 50 and a maximum benefit factor at age 57. Also requires that new safety members be provided with the new formula that is the closest to the formula offered to classic members of the same classification and that provides a lower benefit at 55 years of age than the formula offered to classic members.			X												
<table border="0"> <thead> <tr> <th></th> <th>Normal Ret Age</th> <th>Maximum Benefit Factor</th> </tr> </thead> <tbody> <tr> <td>Basic Formula</td> <td>1.426% at Age 50</td> <td>2% at Age 57 and older</td> </tr> <tr> <td>Option Plan 1</td> <td>2% at Age 50</td> <td>2.5% at Age 57 and older</td> </tr> <tr> <td>Option Plan 2</td> <td>2% at Age 50</td> <td>2.7% at Age 57 and older</td> </tr> </tbody> </table>		Normal Ret Age	Maximum Benefit Factor	Basic Formula	1.426% at Age 50	2% at Age 57 and older	Option Plan 1	2% at Age 50	2.5% at Age 57 and older	Option Plan 2	2% at Age 50	2.7% at Age 57 and older			
	Normal Ret Age	Maximum Benefit Factor													
Basic Formula	1.426% at Age 50	2% at Age 57 and older													
Option Plan 1	2% at Age 50	2.5% at Age 57 and older													
Option Plan 2	2% at Age 50	2.7% at Age 57 and older													

\* Currently, these provisions do not impact classic members directly. However, they prohibit public employers from offering such a benefit or option to classic members in the future.



## Summary of Public Employees' Pension Reform Act of 2013 and Related Changes to the Public Employees' Retirement Law

This summary is not intended to provide a comprehensive discussion of the Public Employees' Pension Reform Act of 2013 (PEPRA). This summary includes CalPERS current interpretations of the key areas of the law. CalPERS pension reform team continues to analyze PEPRA and the related changes to the Public Employees' Retirement Law (PERL) and, as such, this summary may be revised.

Brief Summary	SECTIONS	IMPACTS CLASSIC MEMBERS	IMPACTS NEW MEMBERS
An employer and its employees may agree by MOU to place new employees (hired after the date of the MOU) in a lower tier of safety benefits, but this change cannot be imposed through Impasse procedures.			
<b>Pensionable Compensation Cap</b> Caps the annual salary that can be used to calculate final compensation for all new members, excluding judges, at \$113,700 (2013 Social Security Contribution and Benefit Base) for employees that participate in Social Security or \$136,440 (120% of the 2013 Contribution and Benefit Base) for those employees that do not participate in Social Security. Adjustments to the caps are permitted annually based on changes to the CPI for All Urban Consumers.	7522.10		X
<b>Replacement Benefit Plans</b> Prohibits a public employer from offering a plan of replacement benefits for new employees who are subject to the federal benefit limitations under Internal Revenue Code section 415(b). Also prohibits a public employer from offering a replacement benefit plan for any employee if the employer does not offer a plan of replacement	7522.43	*	X

\* Currently, these provisions do not impact classic members directly. However, they prohibit public employers from offering such a benefit or option to classic members in the future.



## Summary of Public Employees' Pension Reform Act of 2013 and Related Changes to the Public Employees' Retirement Law

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Brief Summary	SECTIONS	IMPACTS CLASSIC MEMBERS	IMPACTS NEW MEMBERS
benefits prior to January 1, 2013, or to any additional employee group that was not covered by an existing plan prior to January 1, 2013.			
<b>Industrial Disability Retirement (IDR) Benefits for Public Safety Members</b> In addition to the current calculation options for the IDR benefit for a safety member, this provision adds a calculation for a safety member who qualifies for an IDR that may result in a higher benefit than 50% of salary. This section remains in effect only until January 1, 2018. After that date, the new IDR provisions will not apply unless the date is extended by statute.	7522.66 21400	X	X
<b>Equal Sharing of Normal Cost</b> <ul style="list-style-type: none"> <li>For public agencies, schools employers, the CSU, and the judicial branch, a new member's initial contribution rate<sup>2</sup> will be at least 50% of the total normal cost rate or the current contribution rate of similarly situated employees, whichever is greater, except where it would cause an existing Memorandum of Understanding (MOU) to be impaired. Once the impaired MOU is amended, extended, renewed, or expires, the new requirements will apply. CalPERS has interpreted "similarly situated"</li> </ul>	7522.30 20516.5 20683.2	X	X

<sup>2</sup> CalPERS has interpreted this provision to apply to new members rather than new employees.

\* Currently, these provisions do not impact classic members directly. However, they prohibit public employers from offering such a benefit or option to classic members in the future.



## Summary of Public Employees' Pension Reform Act of 2013 and Related Changes to the Public Employees' Retirement Law

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Brief Summary	SECTIONS	IMPACTS CLASSIC MEMBERS	IMPACTS NEW MEMBERS
<p>employees" to mean those employees that are in the same benefit group (meaning those employees with the same benefit formula).</p> <ul style="list-style-type: none"> <li>• Employer Paid Member Contributions (EPMC) are also prohibited for new members employed by public agencies, school employers, the judicial branch or CSU. An exception to this prohibition exists where the employer's Memorandum of Understanding (MOU) would be impaired by the prohibition. If an employer determines that an existing MOU is impaired and communicates that decision to CalPERS, then any stated EPMC agreements will apply to new members through the duration of the MOU. Once the impaired MOU is amended, extended, renewed or expires, employers will no longer be able to report EPMC for new members.</li> <li>• For classic members of a public agency or school employer, the member contribution rate is not required to change. In addition, EPMC can continue to be reported as it is today for classic members pursuant to existing PERL provisions.</li> <li>• State employees (excluding new CSU members and new judicial branch members) will pay the contribution rates determined through bargaining and/or as provided by statute. For certain State employees, contribution rates will increase by a fixed</li> </ul>			

\* Currently, these provisions do not impact classic members directly. However, they prohibit public employers from offering such a benefit or option to classic members in the future.





## Summary of Public Employees' Pension Reform Act of 2013 and Related Changes to the Public Employees' Retirement Law

This summary is not intended to provide a comprehensive discussion of the Public Employees' Pension Reform Act of 2013 (PEPRA). This summary includes CalPERS current interpretations of the key areas of the law. CalPERS pension reform team continues to analyze PEPRA and the related changes to the Public Employees' Retirement Law (PERL) and, as such, this summary may be revised.

Brief Summary	SECTIONS	IMPACTS CLASSIC MEMBERS	IMPACTS NEW MEMBERS
<p>percentage at specific dates beginning July 1, 2013. Rates increase and vary by bargaining unit and by classification.</p> <ul style="list-style-type: none"> <li>Beginning on January 1, 2018, public agency and school employers that have collectively bargained in good faith and have completed impasse procedures, including mediation and fact finding, have the ability to unilaterally require classic members to pay up to 50% of the total normal cost of their pension benefit. However, the employee contribution may only be increased up to an 8% contribution rate for miscellaneous members, a 12% contribution rate for local police officers, local firefighters, and county peace officers, or an 11% contribution rate for all other local safety members.</li> </ul>			
<p><b>Cost Sharing of Employer Contributions</b> Permits public agencies and their employees to agree to share the cost of the <u>employer</u> contribution with or without a change in benefit. These contributions are paid in addition to the member contribution rate. Allows cost-sharing agreements to differ by bargaining unit or for classifications of employees subject to different benefit levels as agreed to in an MOU. Also permits cost sharing of the employer costs for non-represented</p>	20516	X	X

\* Currently, these provisions do not impact classic members directly. However, they prohibit public employers from offering such a benefit or option to classic members in the future.



## Summary of Public Employees' Pension Reform Act of 2013 and Related Changes to the Public Employees' Retirement Law

This summary is not intended to provide a comprehensive discussion of the Public Employees' Pension Reform Act of 2013 (PEPRA). This summary includes CalPERS current interpretations of the key areas of the law. CalPERS pension reform team continues to analyze PEPRA and the related changes to the Public Employees' Retirement Law (PERL) and, as such, this summary may be revised.

Brief Summary	SECTIONS	IMPACTS CLASSIC MEMBERS	IMPACTS NEW MEMBERS
employees as approved in a resolution passed by the public agency.			
Close Legislators' Retirement System (LRS) to New Members Prohibits new members from participating in the LRS. However, new statewide constitutional and legislative statutory officers would still be eligible for optional membership in CalPERS.	9355.4 9355.41 9355.45		X
Equal Health Benefit Vesting Schedule for Non-Represented and Represented Employees Generally prohibits employers from providing a more advantageous health benefit vesting schedule to certain individuals (namely a public employee who is elected or appointed, a trustee, excluded from collective bargaining, exempt from civil service, or a manager) than it does for other public employees, including represented employees, of the same public employer who are in related retirement membership classifications.	7522.40	X	X
Prohibits Purchase of Additional Retirement Service Credit (ARSC) Prohibits the purchase of nonqualified service credit on or after January 1, 2013. This prohibition will not apply if an official application is received by CalPERS on or before December 31, 2012. Only applications from individuals who qualify to purchase ARSC	7522.45	X	X

\* Currently, these provisions do not impact classic members directly. However, they prohibit public employers from offering such a benefit or option to classic members in the future.



## Summary of Public Employees' Pension Reform Act of 2013 and Related Changes to the Public Employees' Retirement Law

This summary is not intended to provide a comprehensive discussion of the Public Employees' Pension Reform Act of 2013 (PEPRA). This summary includes CalPERS current interpretations of the key areas of the law. CalPERS pension reform team continues to analyze PEPRA and the related changes to the Public Employees' Retirement Law (PERL) and, as such, this summary may be revised.

Brief Summary	SECTIONS	IMPACTS CLASSIC MEMBERS	IMPACTS NEW MEMBERS
on or before December 31, 2012, will be accepted. CalPERS is reviewing whether other types of nonqualified service credit may be impacted by this prohibition.			
<b>Prohibits Retroactive Pension Benefit Enhancements</b> Prohibits public employers from granting retroactive pension benefit enhancements that would apply to service performed prior to the date of the enhancement. In addition, if a change in a member's membership classification or employment results in a benefit enhancement, that enhancement can only be applied to service performed on or after the operative date of the change. This provision applies to both classic and new members. Annual cost-of-living adjustments are excluded from this prohibition.	7522.44	X	X
<b>Prohibits Pension Holidays</b> Requires that the combined employer and member contributions, in any fiscal year, not be lower than the total year's normal cost.	7522.52	X	X
<b>Pensionable Compensation</b> PEPRA uses the term "pensionable compensation" for the purpose of determining reportable compensation for new members. Pensionable compensation for new members is defined as "the normal monthly rate of pay or base pay of the member paid	7522.34		X

\* Currently, these provisions do not impact classic members directly. However, they prohibit public employers from offering such a benefit or option to classic members in the future.



## Summary of Public Employees' Pension Reform Act of 2013 and Related Changes to the Public Employees' Retirement Law

This summary is not intended to provide a comprehensive discussion of the Public Employees' Pension Reform Act of 2013 (PEPRA). This summary includes CalPERS current interpretations of the key areas of the law. CalPERS pension reform team continues to analyze PEPRA and the related changes to the Public Employees' Retirement Law (PERL) and, as such, this summary may be revised.

Brief Summary	SECTIONS	IMPACTS CLASSIC MEMBERS	IMPACTS NEW MEMBERS
<p>In cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules.* Also specifically excludes certain types of pay from being reported as pensionable compensation, including, bonuses, overtime, pay for additional services outside normal working hours, cash payouts for unused leave (vacation, annual, sick leave, CTO, etc.), and severance pay, among others. Also excludes any compensation determined by the retirement board to have been paid to increase a member's retirement benefit and any other form of compensation determined to be inconsistent with the statutory definition. CalPERS continues to evaluate what compensation can be reported by employers and will update employers once additional information is available.</p>			
<p>Existing compensation earnable provisions continue to apply for classic members.  <b>Requires Three-Year Final Compensation</b>            For new members, provides that final compensation means the highest average annual pensionable compensation earned by a member during a period of at least 36</p>	7522.32	*	X

\* Currently, these provisions do not impact classic members directly. However, they prohibit public employers from offering such a benefit or option to classic members in the future.



## Summary of Public Employees' Pension Reform Act of 2013 and Related Changes to the Public Employees' Retirement Law

This summary is not intended to provide a comprehensive discussion of the Public Employees' Pension Reform Act of 2013 (PEPRA). This summary includes CalPERS current interpretations of the key areas of the law. CalPERS pension reform team continues to analyze PEPRA and the related changes to the Public Employees' Retirement Law (PERL) and, as such, this summary may be revised.

Brief Summary	SECTIONS	IMPACTS CLASSIC MEMBERS	IMPACTS NEW MEMBERS
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consecutive months, or three school years, as applicable. Also prohibits a public employer from adopting a final compensation period of less than three years for classic members who are currently subject to a three-year final compensation period.			
<b>Felons Forfeit Pension Benefits</b> Requires both current and future public officials and employees to forfeit certain specified pension and related benefits if they are convicted of a felony in carrying out their official duties, in seeking an elected office or appointment, or in connection with obtaining salary or pension benefits, subject to certain requirements.	7522.72 7522.74	X	X
<b>Limits Post-Retirement Public Employment</b> <ul style="list-style-type: none"> <li>• Provides that a CalPERS retiree cannot serve, be employed by or be employed through a contract directly by a CalPERS employer unless he or she either reinstates or his or her employment satisfies the following conditions:               <ul style="list-style-type: none"> <li>o The person is appointed either during an emergency to prevent stoppage of public business or because the retired person has skills needed to perform work of limited duration;</li> <li>o The appointment does not exceed a total for all CalPERS employers of 960</li> </ul> </li> </ul>	7522.56 7522.57	X	X

\* Currently, these provisions do not impact classic members directly. However, they prohibit public employers from offering such a benefit or option to classic members in the future.



## Summary of Public Employees' Pension Reform Act of 2013 and Related Changes to the Public Employees' Retirement Law

This summary is not intended to provide a comprehensive discussion of the Public Employees' Pension Reform Act of 2013 (PEPRA). This summary includes CalPERS current interpretations of the key areas of the law. CalPERS pension reform team continues to analyze PEPRA and the related changes to the Public Employees' Retirement Law (PERL) and, as such, this summary may be revised.

Brief Summary	SECTIONS	IMPACTS CLASSIC MEMBERS	IMPACTS NEW MEMBERS
<p>hours, or other equivalent limit, per fiscal year; and</p> <ul style="list-style-type: none"> <li>o The person's pay rate must be within the range paid by the employer to other employees performing comparable duties.</li> <li>• In addition, requires a 180-day waiting period before the retiree can return to work for a CalPERS employer without reinstating from retirement, except under certain specified circumstances. The 180-day waiting period generally does not apply to public safety officers or firefighters. However, the 180-day waiting period provision applies without exception to retirees who receive either a golden handshake or some other employer incentive to retire.</li> <li>• The 180-day waiting period starts on the date of retirement. Retired annuitants already employed before January 1, 2013, are not impacted by the 180-day waiting period.</li> <li>• A retiree who accepts an appointment after receiving unemployment insurance compensation must terminate that employment and will not be eligible for reappointment thereafter for 12 months.</li> <li>• Any public retiree appointed to a full-time position on a State board or commission on</li> </ul>			

\* Currently, these provisions do not impact classic members directly. However, they prohibit public employers from offering such a benefit or option to classic members in the future.



## Summary of Public Employees' Pension Reform Act of 2013 and Related Changes to the Public Employees' Retirement Law

This summary is not intended to provide a comprehensive discussion of the Public Employees' Pension Reform Act of 2013 (PEPRA). This summary includes CalPERS current interpretations of the key areas of the law. CalPERS pension reform team continues to analyze PEPRA and the related changes to the Public Employees' Retirement Law (PERL) and, as such, this summary may be revised.

Brief Summary	SECTIONS	IMPACTS CLASSIC MEMBERS	IMPACTS NEW MEMBERS
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or after January 1, 2013, will be required to suspend his or her retirement allowance and become an active member of CalPERS, unless the appointment is non-salaried.			
<b>Contracting Agency Liability for Excessive Compensation</b> Requires CalPERS (for plans it administers) to define a "significant increase" in actuarial liability due to increased compensation paid to a non-represented employee and further directs the Board to implement program changes to ensure that a public agency that creates a significant increase in actuarial liability bears the increased cost associated with that liability. CalPERS is working to develop the program changes and definitions necessary to administer these provisions.	20791	X	X
<b>Alternate Retirement Program (ARP)</b> ARP, a retirement savings program that certain State employees are automatically enrolled in for two years from their initial hire date, will be closed to new members effective July 1, 2013.	20281,6		X

\* Currently, these provisions do not impact classic members directly. However, they prohibit public employers from offering such a benefit or option to classic members in the future.

**ATTACHMENT 4: INCIDENT REPORT FORM**

Employee involved \_\_\_\_\_

Date of incident \_\_\_\_\_

Time of incident \_\_\_\_\_

Location of incident \_\_\_\_\_

Employee's Job Position Assignment  
\_\_\_\_\_

Has employee been notified of his/her right to Union representation? \_\_\_\_\_

Time \_\_\_\_\_ Employee's initials \_\_\_\_\_

Witness to incident  
\_\_\_\_\_

WHAT WAS OBSERVED \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHAT IS EMPLOYEE'S EXPLANATION \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Action Recommended: \_\_\_\_\_  
\_\_\_\_\_

Action taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. \_\_\_\_\_  
Signature  
Employer Representative  
Title: \_\_\_\_\_

2. \_\_\_\_\_  
Signature  
Union Representative  
Title: \_\_\_\_\_

Date/Time/Action taken \_\_\_\_\_  
\_\_\_\_\_



**ATTACHMENT 5: CONSENT FOR URINE TEST FOR DRUGS AND/OR ALCOHOL**

I, (name) \_\_\_\_\_ understand that my Employer has adopted a Drug and Alcohol Policy which allows for urine drug and or alcohol testing for reasonable cause. I have been requested to give a urine specimen which will be tested for the presence of Cocaine, Opiates, Phencyclidine, Marijuana, the Amphetamine Group and Ethyl Alcohol.

I may refuse to provide a urine sample, but disciplinary action by the Company, up to and including discharge may result if a sample is not provided.

All charges for this urine test for drugs and/or alcohol will be paid for by the Company, and not me.

I am presently taking the following medicines or prescription drugs

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I have read, understand and agree to the above.

Date \_\_\_\_\_

Time \_\_\_\_\_

Employee \_\_\_\_\_

Dispatched worker \_\_\_\_\_

**ATTACHMENT 6: SEIU Admin Classification Pay Schedule (Effective 6/24/17)**

**SAN FRANCISCO HOUSING AUTHORITY**  
**SEIU ADMIN CLASSIFICATION PAY SCHEDULE**  
**Bi-Weekly Effective June 24, 2017**

CLASSIFICATION	SCHEDULE #	SALARY LOW	SALARY HIGH	BENCHMARK
Account Clerk	05725	\$1,495	\$1,814	CCSF 1630 Account Clerk
Accountant	06115	\$1,805	\$2,194	CCSF 1650 Accountant
Administrative Assistant	06420	\$2,094	\$2,545	
Administrative Clerk	06160	\$1,844	\$2,242	CCSF 1426 Senior Clerk Typist
Administrative Law Clerk	06060	\$1,756	\$2,135	15% below CCSF 6116 Legislation Clerk
Admissions Clerk	06025	\$1,727	\$2,099	CCSF 2903 Eligibility Worker
Architectural Associate I	06425	\$2,099	\$2,551	CCSF 5261 Architectural Assistant II
Architectural Associate II	07010	\$2,793	\$3,396	CCSF 5266 Architectural Associate II
Architectural Technician	06225	\$1,904	\$2,314	CCSF 5260 civil Engineering Assistant
Assistant Property Manager	06795	\$2,514	\$3,056	5% below SFHA Property Site Manager
Buyer	06715	\$2,418	\$2,940	CCSF 1952 Purchaser
Commission / Committee Clerk	06630	\$2,319	\$2,819	
Community Outreach Worker	05115	\$1,117	\$1,352	15% below CCSF 1402 Junior Clerk
Community Petrol Rep Supervisor	05020	\$1,067	\$1,291	10.5% above SFHA Community Petrol Rep
Community Petrol Representative	04805	\$964	\$1,166	10% above CCSF 6201 School Crossing Guard
Computer Operations Specialist	06035	\$1,736	\$2,110	CCSF 1003 IS Operator - Senior
Computer Operations Trainee	05375	\$1,264	\$1,532	CCSF 1734 Computer Operator I
Construction Inspector	07220	\$3,093	\$3,760	5% below SFHA Architectural Associate II
Construction Planner I	06750	\$2,459	\$2,989	
Construction Planner II	06965	\$2,732	\$3,320	
Construction Planner III	07205	\$3,072	\$3,734	
Contract Administrative Assistant	06135	\$1,823	\$2,215	CCSF 1840 Junior Management Assistant
Contracts Specialist	06715	\$2,418	\$2,940	CCSF 1952 Purchaser
Customer Service Complaint Desk Rep	05950	\$1,666	\$2,023	SFHA Maintenance Dispatcher
Data Entry Clerk	05750	\$1,513	\$1,835	CCSF 1720 Data Entry Operator
Distribution Specialist	05885	\$1,615	\$1,960	CCSF 1932 Assistant Storekeeper
Diversity & Self-Sufficiency Specialist	06090	\$1,782	\$2,166	10% below CCSF 9770 Community Dev Assistant
Duplication Technician	05565	\$1,385	\$1,678	CCSF 1706 Telephone Operator
Eligibility Clerk	06105	\$1,796	\$2,183	10% below CCSF 2905 Senior Eligibility Worker
Eligibility Technician	06515	\$2,194	\$2,666	CCSF 2907 Eligibility Worker Supervisor
Eligibility Worker I	06285	\$1,960	\$2,383	
Eligibility Worker II	06415	\$2,089	\$2,539	
Employment Specialist	06005	\$1,710	\$2,079	5% below CCSF 9702 Employment/Training Spec I
Evictions Specialist	06385	\$2,058	\$2,502	CCSF 6173 Legal Assistant
Executive Floater	05850	\$1,588	\$1,927	SFHA Administrative Clerk
Fleet Specialist	06065	\$1,761	\$2,140	CCSF 7412 Automotive Service Worker Supervisor

**SAN FRANCISCO HOUSING AUTHORITY  
SEIU ADMIN CLASSIFICATION PAY SCHEDULE  
Bi-Weekly Effective June 24, 2017**

CLASSIFICATION	SCHEDULE #	SALARY LOW	SALARY HIGH	BENCHMARK
FSS Specialist	06450	\$2,124	\$2,582	
HOPE VI Resident Community Worker	05210	\$1,169	\$1,414	10% below CCSF 1402 Junior Clerk
HOPE VI Self-Sufficiency Specialist	05790	\$1,543	\$1,871	10% below CCSF 9770 Community Dev Assistant
Housing Inspector I	06815	\$2,539	\$3,087	26.6% below CCSF 6331 Building Inspector
Housing Inspector II	06890	\$2,632	\$3,199	22.5% below CCSF 6331 Building Inspector
Intake Specialist	05405	\$1,282	\$1,554	CCSF 1402 Junior Clerk
Inventory Controls Specialist	05635	\$1,433	\$1,736	CCSF 1922 Senior Inventory Clerk
Junior Buyer	06235	\$1,914	\$2,326	
Junior Clerk	05720	\$1,491	\$1,809	CCSF 1402 Junior Clerk
Junior Payroll Analyst	06085	\$1,778	\$2,161	CCSF 1220 Payroll Clerk
Junior Technical Writer	06030	\$1,731	\$2,104	10% below CCSF 1817 Procedural Writer
Leased Housing Inspector I	06515	\$2,194	\$2,666	26.6% below CCSF 6331 Building Inspector
Leased Housing Inspector II	06585	\$2,269	\$2,758	22.5% below CCSF 6331 Building Inspector
Legal Clerk	06050	\$1,748	\$2,124	CCSF 8106 Legal Process Clerk
Maintenance Construction Planner I	06440	\$2,115	\$2,571	25% below SFHA M/C Planner III
Maintenance Construction Planner II	06655	\$2,342	\$2,855	12.5% below SFHA M/C Planner III
Maintenance Construction Planner III	06900	\$2,647	\$3,217	CCSF 7262 Maintenance Planner (Flat Rate)
Maintenance Dispatcher	06255	\$1,932	\$2,348	SFHA Senior Administrative Clerk
Maintenance Inspector	07220	\$3,093	\$3,760	5% below SFHA Architectural Associate II
Management Operations Technician	06135	\$1,823	\$2,215	CCSF 1840 Junior Management Assistant
Maintenance Planner I	06750	\$2,459	\$2,989	
Maintenance Planner II	06965	\$2,732	\$3,320	
Maintenance Planner III	02705	\$3,072	\$3,734	
Messenger	05580	\$1,394	\$1,690	CCSF 1404 Clerk
Payroll Clerk	06085	\$1,778	\$2,161	CCSF 1220 Payroll Clerk
Payroll Technician	06400	\$2,074	\$2,521	CCSF 1204 Senior Personnel Clerk
Personnel File Clerk	05405	\$1,282	\$1,554	CCSF 1402 Junior Clerk
Principal Account Clerk	06270	\$1,946	\$2,365	CCSF 1634 Principal Account Clerk
Programmer	06385	\$2,058	\$2,502	CCSF 1062 IS Programmer Analyst
Property Manager I	06740	\$2,449	\$2,977	
Property Manager II	06890	\$2,632	\$3,199	
Property Site Manager	06580	\$2,264	\$2,752	SFHA Leased Housing Inspector II
Recreation Coordinator	05835	\$1,577	\$1,914	CCSF 3264 Recreation Director
Relocation Aide	05720	\$1,491	\$1,809	CCSF 1402 Junior Clerk
Rent Assistant	06040	\$1,740	\$2,115	SFHA Senior Legal Clerk
Reproduction Specialist	06160	\$1,844	\$2,242	SFHA Administrative Clerk
Resident Coordinator	05720	\$1,491	\$1,809	CCSF 1402 Junior Clerk

**SAN FRANCISCO HOUSING AUTHORITY  
SEIU ADMIN CLASSIFICATION PAY SCHEDULE  
Bi-Weekly Effective June 24, 2017**

CLASSIFICATION	SCHEDULE #	SALARY LOW	SALARY HIGH	BENCHMARK
Resident Liaison	06160	\$1,844	\$2,242	SFHA Administrative Clerk
Resident Management Trainee	06125	\$1,814	\$2,204	25% below Property Site Manager
Resident Organizer	05210	\$1,169	\$1,414	10% below CCSF 1402 Junior Clerk
Resources Center Aide	04940	\$1,027	\$1,243	25% below CCSF 1402 Junior Clerk
Secretary	06350	\$2,023	\$2,459	CCSF 1446 Secretary II
Security Monitor	04810	\$966	\$1,169	10% above CCSF 6201 School Crossing Guard
Senior Account Clerk	06025	\$1,727	\$2,099	CCSF 1632 Senior Account Clerk
Senior Accountant	07105	\$2,926	\$3,557	CCSF 1652 Senior Accountant
Senior Administrative Clerk	06255	\$1,932	\$2,348	5% Above SFHA Administrative Clerk
Senior Buyer	07110	\$2,933	\$3,566	CCSF 1956 Senior Purchaser
Senior Eligibility Clerk	06610	\$2,297	\$2,793	CCSF 2905 Senior Eligibility Worker
Senior Legal Clerk	06040	\$1,740	\$2,115	5% above CCSF 6106 Senior Legal Process Clerk
Senior Maintenance Dispatcher	06485	\$2,161	\$2,627	15% above SFHA Maintenance Dispatcher
Senior Payroll Specialist	06560	\$2,242	\$2,726	
Senior Secretary	06535	\$2,215	\$2,693	CCSF 1450 Executive Secretary I
Senior Social Worker	06995	\$2,772	\$3,369	CCSF 2920 Medical Social Worker
Social Worker	06385	\$2,058	\$2,502	CCSF 2910 Social Worker
Supervising Security Monitor	05300	\$1,220	\$1,477	10% below CCSF 8202 Security Guard
Switchboard Operator	06160	\$1,844	\$2,242	SFHA Administrative Clerk
Technical Assistant	06225	\$1,904	\$2,314	SFHA Senior Secretary
Youth Coordinator	06525	\$2,204	\$2,679	CCSF 3287 Assistant Recreation Director

**ATTACHMENT 7: SEIU Admin Classification Pay Schedule (Effective 6/23/18)**

**SAN FRANCISCO HOUSING AUTHORITY  
SEIU CLASSIFICATION PAY SCHEDULE  
Bi-Weekly Effective June 23, 2018**

CLASSIFICATION	SCHEDULE #	SALARY LOW	SALARY HIGH	BENCHMARK
Account Clerk	05790	\$1,543	\$1,871	CCSF 1630 Account Clerk
Accountant	06180	\$1,862	\$2,264	CCSF 1650 Accountant
Administrative Asslstant	06485	\$2,161	\$2,627	
Administrative Clerk	06225	\$1,904	\$2,314	CCSF 1426 Senior Clerk Typist
Administrative Law Clerk	06125	\$1,814	\$2,204	15% below CCSF 6116 Legislation Clerk
Admissions Clerk	06090	\$1,782	\$2,166	CCSF 2903 Eligibility Worker
Architectural Associate I	06490	\$2,166	\$2,632	CCSF 5261 Architectural Assistant II
Architectural Associate II	07075	\$2,882	\$3,503	CCSF 5266 Architectural Associate II
Architectural Technician	06290	\$1,965	\$2,388	CCSF 5260 civil Engineering Assistant
Assistant Property Manager	06860	\$2,596	\$3,155	5% below SFHA Property Site Manager
Buyer	06780	\$2,496	\$3,035	CCSF 1952 Purchaser
Commission / Committee Clerk	06695	\$2,395	\$2,910	
Community Outreach Worker	05180	\$1,152	\$1,394	15% below CCSF 1402 Junior Clerk
Community Petrol Rep Supervisor	05085	\$1,102	\$1,333	10.5% above SFHA Community Petrol Rep
Community Petrol Representative	04870	\$994	\$1,203	10% above CCSF 6201 School Crossing Guard
Computer Operations Specialist	06100	\$1,791	\$2,178	CCSF 1003 IS Operator - Senior
Computer Operations Trainee	05440	\$1,304	\$1,580	CCSF 1734 Computer Operator I
Construction Inspector	07280	\$3,189	\$3,873	5% below SFHA Architectural Associate II
Construction Planner I	06810	\$2,533	\$3,080	
Construction Planner II	07030	\$2,819	\$3,426	
Construction Planner III	07270	\$3,169	\$3,851	
Contract Administrative Assistant	06200	\$1,881	\$2,287	CCSF 1840 Junior Management Assistant
Contracts Specialist	06780	\$2,496	\$3,035	CCSF 1952 Purchaser
Customer Service Complaint Desk Rep	06015	\$1,719	\$2,089	SFHA Maintenance Dispatcher
Data Entry Clerk	05815	\$1,562	\$1,895	CCSF 1720 Data Entry Operator
Distribution Specialist	05950	\$1,666	\$2,023	CCSF 1932 Assistant Storekeeper
Diversity & Self-Sufficiency Specialist	06155	\$1,840	\$2,236	10% below CCSF 9770 Community Dev Assistant
Duplication Technician	05630	\$1,429	\$1,731	CCSF 1706 Telephone Operator
Eligibility Clerk	06170	\$1,853	\$2,252	10% below CCSF 2905 Senior Eligibility Worker
Eligibility Technician	06580	\$2,264	\$2,752	CCSF 2907 Eligibility Worker Supervisor
Eligibility Worker I	06350	\$2,023	\$2,459	
Eligibility Worker II	06480	\$2,156	\$2,621	
Employment Specialist	06070	\$1,765	\$2,145	5% below CCSF 9702 Employment/Training Spec
Evictions Specialist	06450	\$2,124	\$2,582	CCSF 6173 Legal Assistant
Executive Floater	05915	\$1,638	\$1,990	SFHA Administrative Clerk
Fleet Specialist	06130	\$1,818	\$2,209	CCSF 7412 Automotive Service Worker Supervisor

**SAN FRANCISCO HOUSING AUTHORITY  
SEIU CLASSIFICATION PAY SCHEDULE  
Bi-Weekly Effective June 23, 2018**

CLASSIFICATION	SCHEDULE #	SALARY LOW	SLARY HIGH	BENCHMARK
FSS Specialist	06515	\$2,194	\$2,666	
HOPE VI Resident Community Worker	05275	\$1,206	\$1,460	10% below CCSF 1402 Junior Clerk
HOPE VI Self-Sufficiency Specialist	05855	\$1,592	\$1,932	10% below CCSF 9770 Community Dev Assistant
Housing Inspector I	06880	\$2,621	\$3,187	26.6% below CCSF 6331 Building Inspector
Housing Inspector II	06955	\$2,719	\$3,304	22.5% below CCSF 6331 Building Inspector
Intake Specialist	05470	\$1,323	\$1,603	CCSF 1402 Junior Clerk
Inventory Controls Specialist	05700	\$1,477	\$1,791	CCSF 1922 Senior Inventory Clerk
Junior Buyer	06300	\$1,975	\$2,401	
Junior Clerk	05785	\$1,539	\$1,867	CCSF 1402 Junior Clerk
Junior Payroll Analyst	06150	\$1,835	\$2,230	CCSF 1220 Payroll Clerk
Junior Technical Writer	06095	\$1,787	\$2,172	10% below CCSF 1817 Procedural Writer
Leased Housing Inspector I	06580	\$2,264	\$2,752	26.6% below CCSF 6331 Building Inspector
Leased Housing Inspector II	06650	\$2,342	\$2,847	22.5% below CCSF 6331 Building Inspector
Legal Clerk	06115	\$1,805	\$2,194	CCSF 8106 Legal Process Clerk
Maintenance Construction Planner I	06505	\$2,183	\$2,654	25% below SFHA M/C Planner III
Maintenance Construction Planner II	06720	\$2,424	\$2,946	12.5% below SFHA M/C Planner III
Maintenance Construction Planner III	06965	\$2,732	\$3,320	CCSF 7262 Maintenance Planner (Flat Rate)
Maintenance Dispatcher	06320	\$1,994	\$2,424	SFHA Senior Administrative Clerk
Maintenance Inspector	07280	\$3,189	\$3,873	5% below SFHA Architectural Associate II
Management Operations Technician	06200	\$1,881	\$2,287	CCSF 1840 Junior Management Assistant
Maintenance Planner I	06810	\$2,533	\$3,080	
Maintenance Planner II	07030	\$2,819	\$3,426	
Maintenance Planner III	07270	\$3,169	\$3,851	
Messenger	05645	\$1,440	\$1,744	CCSF 1404 Clerk
Payroll Clerk	06150	\$1,835	\$2,230	CCSF 1220 Payroll Clerk
Payroll Technician	06465	\$2,140	\$2,602	CCSF 1204 Senior Personnel Clerk
Personnel File Clerk	05470	\$1,323	\$1,603	CCSF 1402 Junior Clerk
Principal Account Clerk	06335	\$2,009	\$2,442	CCSF 1634 Principal Account Clerk
Programmer	06450	\$2,124	\$2,582	CCSF 1062 IS Programmer Analyst
Property Manager I	06805	\$2,527	\$3,072	
Property Manager II	06955	\$2,719	\$3,304	
Property Site Manager	06640	\$2,332	\$2,835	SFHA Leased Housing Inspector II
Recreation Coordinator	05900	\$1,626	\$1,975	CCSF 3264 Recreation Director
Relocation Aide	05785	\$1,539	\$1,867	CCSF 1402 Junior Clerk
Rent Assistant	06105	\$1,796	\$2,183	SFHA Senior Legal Clerk
Reproduction Specialist	06225	\$1,904	\$2,314	SFHA Administrative Clerk
Resident Coordinator	05785	\$1,539	\$1,867	CCSF 1402 Junior Clerk



**SAN FRANCISCO HOUSING AUTHORITY  
SEIU CLASSIFICATION PAY SCHEDULE  
Bi-Weekly Effective June 23, 2018**

<b>CLASSIFICATION</b>	<b>SCHEDULE #</b>	<b>SALARY LOW</b>	<b>SALARY HIGH</b>	<b>BENCHMARK</b>
Resident Liaison	06225	\$1,904	\$2,314	SFHA Administrative Clerk
Resident Management Trainee	06190	\$1,871	\$2,274	25% below Property Site Manager
Resident Organizer	05275	\$1,206	\$1,460	10% below CCSF 1402 Junior Clerk
Resources Center Aide	05005	\$1,060	\$1,282	25% below CCSF 1402 Junior Clerk
Secretary	06415	\$2,089	\$2,539	CCSF 1446 Secretary II
Security Monitor	04875	\$996	\$1,206	10% above CCSF 6201 School Crossing Guard
Senior Account Clerk	06090	\$1,782	\$2,166	CCSF 1632 Senior Account Clerk
Senior Accountant	07170	\$3,018	\$3,668	CCSF 1652 Senior Accountant
Senior Administrative Clerk	06320	\$1,994	\$2,424	5% Above SFHA Administrative Clerk
Senior Buyer	07175	\$3,027	\$3,679	CCSF 1956 Senior Purchaser
Senior Eligibility Clerk	06675	\$2,371	\$2,882	CCSF 2905 Senior Eligibility Worker
Senior Legal Clerk	06105	\$1,796	\$2,183	5% above CCSF 6106 Senior Legal Process Clerk
Senior Maintenance Dispatcher	06550	\$2,230	\$2,711	15% above SFHA Maintenance Dispatcher
Senior Payroll Specialist	06625	\$2,314	\$2,813	
Senior Secretary	06600	\$2,287	\$2,779	CCSF 1450 Executive Secretary I
Senior Social Worker	07060	\$2,862	\$3,479	CCSF 2920 Medical Social Worker
Social Worker	06450	\$2,124	\$2,582	CCSF 2910 Social Worker
Supervising Security Monitor	05365	\$1,258	\$1,524	10% below CCSF 8202 Security Guard
Switchboard Operator	06225	\$1,904	\$2,314	SFHA Administrative Clerk
Technical Assistant	06290	\$1,965	\$2,388	SFHA Senior Secretary
Youth Coordinator	06590	\$2,274	\$2,764	CCSF 3287 Assistant Recreation Director