

Memorandum of Understanding
Between
Housing Authority of the County of San Bernardino
and
Teamsters Local 1932



Effective August 10, 2022 through September 30, 2025

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**Memorandum of Understanding
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and
Teamsters Local 1932**

This Memorandum of Understanding (“MOU”) reflects the tentative collective bargaining agreement reached between the authorized labor relations representatives of the Housing Authority of the County of San Bernardino (“Agency”) and the recognized employee organization identified as Teamsters Local 1932 (“Teamsters” or “Union”). This MOU shall have no force or effect until the date upon which the Board of Commissioners formally accepts and approves this MOU by resolution or other official act.

ARTICLE 1 – TERM OF AGREEMENT

Except as otherwise specified herein, the term of this MOU shall be effective from and after August 10, 2022 and shall expire at midnight on September 30, 2025.

ARTICLE 2 – RECOGNITION

For the purposes of meeting its obligations under the Meyers-Milius-Brown Act (Government Code Sections 3500 et seq.), Agency rules, regulations, and/or laws affecting wages, hours, and other terms and conditions of employment, the Agency hereby affirms its recognition of Teamsters Local 1932 (“Union”), as the exclusive recognized employee organization for the Miscellaneous Bargaining Unit (“Unit”), which consists of full-time employees, excluding all part-time, temporary, and/or probationary employees, in the following classifications:

Affordable Housing Specialists, Administrative Services Specialist, Community Manager, Housing Services Specialist, Lead Housing Services Specialist, Maintenance Supervisors, Maintenance Techs, Portability Specialist, and Porters.

Additional classifications may be added to the above list either by mutual signed amendment to this MOU and/or through the unit modification process set forth in the Agency’s Employer-Employee Relations Resolution No. 21-108.

The parties to this MOU affirm their mutual commitment to the goals of effective and efficient public service, good employee morale, and amicable employer-employee relations. The parties encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees.

ARTICLE 3 – NON-DISCRIMINATION

The provisions of this MOU shall be applied equally to all represented employees without unlawful harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on race (including, but not limited to, hair texture and protective styles such as braids, locks and twists), religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions and possession of a driver’s license issued under Vehicle Code section

12801.9), ancestry, physical or mental disability, medical condition, genetic information/characteristics, marital status/registered domestic partner status, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, gender identity, gender expression/transgender (including whether or not you are transitioning or have transitioned), sexual orientation, age (40 and over) or military and veteran status or any other basis protected by federal, state, or local law or ordinance or regulation.

ARTICLE 4 – UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS AND INFORMATION

- A. The Authority agrees to provide, when practical, no less than ten (10) days’ notice in advance of any new employee orientations and provide the Union access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. Access shall be determined by the Union, which could mean representational attendance or correspondence. The Union shall advise the Authority reasonably in advance as to the type of access requested. The Authority agrees to provide such reasonable notice of current employees that have changed position status (i.e., part-time to full time, promotional).
- B. The Authority agrees to provide the Union with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The Authority also agrees to provide the Union with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home address of all Unit employees once a quarter.
- C. Notwithstanding the foregoing and pursuant to Government Code Section 6254.3, the Agency will not provide the Union with any home address, home telephone number, personal cellular telephone number, personal email address or birth date of any employee who has made a written request to the Agency regarding non-disclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the Agency will provide the Union with a copy of that request.

ARTICLE 5 – UNION ACCESS TO WORK LOCATIONS

The parties recognize and agree that in order to maintain good employee relations, it is necessary for Business Agents of Teamsters to have access to work locations and to confer with Agency employees during working hours in order to post bulletins on the Union designated bulletin board or assigned space on a designated bulletin board, investigate and process grievances and disciplinary actions, or meet with members for the purpose of representing members in their relations with the Agency.

Teamsters Business Agents shall be granted access upon obtaining authorization from the Human Resources Director and/or their designee prior to entering a work location and after advising of the general nature of the business. However, the Director of Human Resources and/or their designee may deny access or terminate access to work locations if, in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of agency operations. The Director of Human Resources and/or their designee shall not unreasonably withhold timely access to work locations. The Director of Human Resources and/or their designee shall ensure that there is at all times someone

designated who shall have full authority to approve access. If a request is denied, the Director of Human Resources and/or their designee shall establish a mutually agreeable time for access to the employee.

Teamsters Business Agents granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal. The Director of Human Resources and/or their designee may mutually establish with the Teamsters Representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. The Agency shall not unduly interfere with Teamsters' right to access work locations.

ARTICLE 6 – UNION ACCESS TO PERSONNEL RECORDS

Generally, the Union as the exclusive representative is entitled to all information that is necessary and relevant to discharge its representational duty. Accordingly, the parties agree that Teamsters Business Agents shall be permitted to review employee personnel records as defined in the Agency's Employee Policy Handbook to the same degree allowed by employees under state law when accompanied by the employee or upon presentation of a written authorization signed by the employee. The Union representative when accompanied by the employee or upon presentation of a written authorization signed by the employee may request a copy of the employee's personnel record to the same extent permitted employees under state law. The Union shall submit any requests to the Director of Human Resources, who shall then grant a request for access within three (3) working days and a request for copies within five (5) working days. The Agency shall provide the Union one copy, either electronic or paper at Union request, of personnel records without charge. The Agency may verify any written authorization. The Union's access to employee personnel records shall be for good cause only. The Agency shall not be required to produce for inspection or copy third party reference material or any other material in employee personnel files that are not expressly authorized to be viewed or copied by the employee under state law. Union shall defend and indemnify the Agency for any claims made by an employee regarding the Union's access to employee personnel records.

ARTICLE 7 – DUES DEDUCTION

- A. Employees in a job classification within the representation Unit covered by this MOU may choose to become a member of Union. If the employee chooses to become a member, Union requests that the Agency deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by Union such as D.R.I.V.E. (Democrat, Republic, Independent, Voter, Education) and/or Supplemental Benefits, from the wages and salaries of members of Union for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. Union hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the Agency unless a dispute arises about the existence or terms of the authorization. Any request to begin dues deductions or cancel dues deductions must be made to Union and not to the Agency. Union is responsible for informing the Agency of the amount of dues deductions for employees. Union

dues shall be deducted each pay period in accordance with Agency procedures and provisions of applicable law from the salary of each employee whose name is provided by Union.

- B. The Agency shall provide for payroll deductions on each payroll period (twenty-four times out of twenty-six payroll periods per calendar year). The Agency shall remit the total amount of deductions to the Union by the 15th of the month through an electronic transfer. Any changes in Union dues must be given to the Agency a minimum of thirty (30) days prior to change to accommodate changes to payroll.
- C. Employees in these Units who are members of the Teamsters Local 1932 may withdraw from Teamsters Local 1932 by sending notice to Teamsters Local 1932. Teamsters Local 1932 shall immediately certify to the Agency to terminate dues deductions for any such employees, consistent with applicable law. Teamsters Local 1932 shall indemnify the Agency for any claims made by the employee for dues deductions made in reliance on that information.
- D. Union shall defend and indemnify the Agency for any claims made by an employee for deductions made under this Article.

ARTICLE 8 – AUTHORIZED EMPLOYEE REPRESENTATIVES

SECTION 1. AUTHORIZED TEAMSTERS EMPLOYEE REPRESENTATIVES (STEWARDS)

If a Teamsters Business Agent is unavailable, Teamsters may designate a Unit member as a Steward to represent employees in investigative interviews, in the processing of grievances, during disciplinary proceedings or as otherwise permitted by law, subject to the following rules and procedures:

- A. Teamsters may designate at least one (1) Steward in each geographic location for which HACSB maintains a work force. Teamsters shall be entitled to designate two (2) alternates for each Steward, provided that these alternates shall be located at the same major location as their appropriate representative.
- B. If there is no Steward at the work location, representation may be provided by a Steward from another work location.
- C. Only Unit members who have obtained regular full-time status may be designated by Teamsters as Stewards.
- D. Teamsters shall file with the Director of Human Resources a written list of all employees designated by Teamsters as Stewards and alternates, such list to be kept current by Teamsters.
- E. Time spent by a Steward or an alternate during their regularly scheduled work hours in representing an employee shall be compensated by the Agency at their usual pay without any loss of compensation. Time spent by a Steward or an alternative on Union business shall never be counted as overtime in and of itself nor paid outside of the

employee's normally scheduled work hours, but shall count only during normal scheduled hours for purposes of calculating weekly overtime for non-scheduled non-Union business work.

- F. The parties shall arrange and be available for meetings, investigatory interviews, etc., within a reasonable period of time, taking into account such things as the nature of the offense and/or the circumstances (e.g., employee on leave, employee seeking return to work, etc.).

SECTION 2. HANDLING OF GRIEVANCES AND DISCIPLINARY HEARINGS

- A. At the request of an employee, a Steward or alternate may investigate a formal grievance and represent the employee at the resulting proceedings or during disciplinary proceedings.
- B. Prior to participating in a grievance or disciplinary proceeding, the Steward or alternate and affected employee shall first obtain authorization from their immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of Agency operations. If the request is denied, the immediate supervisor will establish an alternate time convenient to the Agency and employees when the Steward or alternate and affected employee can reasonably expect to be released from their work assignment. A denial of permission will automatically constitute an extension of the time limits established in the Grievance Procedure or Discipline Procedure equal to the amount of the delay.
- C. Employees must use the Steward or alternate assigned to their location, except as otherwise provided herein.

ARTICLE 9 – USE OF BULLETIN BOARDS

The Agency will provide Union access to a reasonable portion of existing bulletin board space for notices of Teamsters or provide Union access to install its own Bulletin Boards for such use. Only bulletin boards or bulletin board space designated by the Director of Human Resources and/or their designee may be used for posting of Union notices. Union shall be responsible for all postings and Agency shall be under no obligation to post for the Union. Designated bulletin boards or bulletin board space shall only be used for the following notices:

- A. Scheduled Teamsters meetings, agenda, and minutes;
- B. Information on Teamsters elections and the results;
- C. Information regarding Teamsters social, recreational, and related news bulletins; and
- D. Reports of official business of Teamsters, including reports of committees of the Teamsters Local 1932 Executive Board.

Notices that are posted, distributed through the mail system, or placed in an employee's Agency mailbox shall not be obscene, derogatory, defamatory, or of a political nature, or directed at any employee or official in the Agency; nor shall they pertain to public issues which do not involve the Agency or its relations with Agency employees.

ARTICLE 10 – LABOR MANAGEMENT COMMITTEE

The Agency shall agree to a Joint Labor Management Committee to include meetings as needed to address the efficient and effective delivery of services provided by the Agency. This Committee is not intended to be a substitute for the grievance process or disciplinary appeal process. The Committee shall include no more than two Unit members/employees and their Union representative(s) to meet with the Director of Human Resources along with any Agency representative deemed appropriate by the Director. The purpose of the Committee meetings is to discuss issues of interest to the Unit members, issues of interest to management and issues of mutual interest. Depending on who calls for the meeting, the side asking for the meeting shall provide the agenda for the meeting a week in advance to inform the other side of the subjects to be discussed. The other side may then supplement the agenda as desired.

ARTICLE 11 – UNION PROHIBITED CONDUCT

- A. The Union, its officers, agents, representatives and/or members agree that during the term of this MOU they will not cause nor condone any strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services. A violation of this Article by any Unit member shall constitute a just cause for discipline.
- B. In the event that the Union, its officers, agents, representatives and/or members cause or condone any employee strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services, the Union shall immediately instruct any persons engaging in such conduct that their conduct is a violation of this MOU, and require all such represented persons to immediately cease engaging in the prohibited conduct and return to work.

ARTICLE 12 – EMPLOYEE RIGHTS

The following are employee rights:

- A. The right of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations as provided by Government Code Section 3502.
- B. The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the Agency as provided by Government Code Section 3502.
- C. The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the Agency or an employee organization because of their exercise of rights under Government Code Section 3502.

- D. The right of Teamsters, upon its request and prior to implementation, to meet and confer with Agency Management on matters within the scope of representation, except in cases of emergency when the Agency determines that a rule, resolution, or regulation must be adopted immediately without prior notice or meeting with Teamsters as provided by Government Code Section 3504.5(b).
- E. Any settlement by the Agency and an individual grievant not represented by Teamsters Local 1932 shall not be binding on Teamsters Local 1932.

ARTICLE 13 – MANAGEMENT RIGHTS

It is understood and agreed that the Agency reserves and retains all of its inherent managerial rights, powers, functions and authorities, unless and only to the extent that the provisions of this MOU specifically modify or limit such rights, powers, functions and authority. The right of an employee to grieve the practical consequences of Agency decisions on wages, hours, and other terms and conditions of employment shall not be abridged.

Agreed Subjects Outside of Bargaining – The parties hereto agree that the Agency shall have the right to unilaterally make decisions on all subjects that are outside the scope of bargaining. Those subjects agreed by the parties to be outside the scope of bargaining shall include, but are not limited to, the following:

- A. Determining issues of policy and making management decisions.
- B. Take any and all necessary action to carry out the mission of the Agency in emergencies;
- C. Determine the mission of the Agency’s constituent departments, divisions, boards, commissions, and committees;
- D. Determine the existence or nonexistence of facts which are the basis of any management decision;
- E. Determine the necessity, organization or level of any service or activity conducted by the Agency and to expand or diminish such services or activities;
- F. Determine the nature, manner, methods, technology, means, and size of the work force by which Agency operations are to be conducted;
- G. Determine and/or establish types of equipment or technology to be used;
- H. Determine and/or change the facilities, methods, technology, means, and size of the work force by which Agency operations are to be conducted provided that, the Agency shall comply with its statutory obligation to engage in impact bargaining over the foreseeable effects of the decision on matters within the scope of representation;
- I. Determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all Agency functions, provided that

the Agency shall comply with its statutory obligation to engage in impact bargaining over the foreseeable effects of the decision on matters within the scope of representation;

- J. Determine policies, procedures, and standards pertaining to Agency operations and activities;
- K. Determine and/or establish methods of financing;
- L. Hire, transfer, promote, and demote Unit members for non-disciplinary reasons, in accordance with this MOU and the Agency's personnel rules, provided that the Agency shall comply with its statutory obligation to engage in impact bargaining over the foreseeable effects of the decision on matters within the scope of representation;
- M. Determine the need and use of personnel information for Unit members and the means by which the information is to be provided, with Unit members retaining their rights to privacy as provided by law;
- N. Determine and/or modify Unit member job qualifications and/or classifications provided that, the Agency shall comply with its statutory obligation to engage in impact bargaining over the foreseeable effects of the decision on matters within the scope of representation;
- O. Determine and/or change work assignments for Unit members in accordance with requirements as determined by the Agency provided that, the Agency shall comply with its statutory obligation to engage in impact bargaining over the foreseeable effects of the decision on matters within the scope of representation;
- P. Determine Unit member performance standards, including but not limited to quality and quantity standards, and to require compliance therewith;
- Q. Relieve Unit members from duties for lack of work or similar non-disciplinary reasons, provided that the Agency shall comply with its statutory obligation to engage in impact bargaining over the foreseeable effects of the decision on matters within the scope of representation;
- R. Discharge, suspend, demote or otherwise discipline Unit members for cause, subject to Unit member's appropriate rights of appeal; and
- S. Determine and distribute and/or modify rules regulations to maintain order and safety within the Agency which are not in contravention with this MOU.

ARTICLE 14 – WAGES

- A. Effective the first full payroll period covering August 5, 2022, the Agency shall implement the Salary Ranges for Unit employees as set forth in Attachment A.

- B. FY 2023-24: Effective the first full payroll period in October 2023, all Unit employees will receive a market rate adjustment in their base salaries up to a maximum of 4% as determined by the percentage increase in the Consumer Price Index for All Urban Consumers for the Riverside-San Bernardino-Ontario area measured from July 2022 to July 2023. Any market rate adjustment would be contingent upon budget available. If a market rate adjustment is granted, this adjustment would not affect the Board approved salary ranges in effect. Employees who are at the maximum of their range would not be eligible for a market rate adjustment above the Board approved maximum salary range for their position.
- C. FY 2024-25: Effective the first full payroll period in October 2024, all Unit employees will receive a market rate adjustment up to a maximum of 4% as determined by the percentage increase in the Consumer Price Index for All Urban Consumers for the Riverside-San Bernardino-Ontario area measured from July 2023 to July 2024. Any market rate adjustment would be contingent upon budget available. If a market rate adjustment is granted, this adjustment would not affect the Board approved salary ranges in effect. Employees who are at the maximum of their range would not be eligible for a market rate adjustment above the Board approved maximum salary range for their position.

ARTICLE 15 – ON-CALL PAY

The Agency maintains an on-call policy and rotation procedure to ensure emergency maintenance issues are addressed promptly and effectively during non-working hours. Unit positions designated to participate in on-call rotation assignments will be determined by the Agency. Designated personnel will be paid for actual time worked in accordance with the Agency’s Overtime Policy. In addition, an on-call incentive will be paid to the designated participants in an amount set by the Agency, within the annual salary budget approved by the Board of Commissioners.

- A. On-Call Personnel includes Maintenance Supervisors and Maintenance Technicians.
- B. On-Call Differential will be paid as follows:

Maintenance Technician	\$105.00 per one week on-call duty period
Maintenance Supervisor	\$50.00 per week

- C. Unit members subject to being on-call must refer to the Agency’s Emergency On-Call Procedure for all applicable procedures.

ARTICLE 16 – GROUP INSURANCE BENEFITS

- A. Medical Insurance: The Agency provides comprehensive HMO and PPO medical insurance plan options for eligible full-time employees and their dependents. Employees are eligible for enrollment on the first of the month following the date of hire.

The Agency and employee share the cost of employee and dependent coverage (85% paid by the Agency, and 15% paid by the employee).

B. Non-medical Group Insurance Plans:

- i. Dental Insurance
- ii. Vision Insurance
- iii. Life Insurance
- iv. Long Term Disability Insurance
- v. Flexible Spending Account
- vi. Accidental Death and Dismemberment Insurance
- vii. Employee Assistance Plan

The Agency provides the insurance plan options listed above for eligible employees and their dependents. Employees are eligible to enroll in these insurance plans on the first of the month following date of hire. Generally, the Agency pays 100% of employee coverage, and the employee pays 100% of dependent coverage.

In addition, the Agency makes available several voluntary work-life benefits through Aflac.

- C. Detailed information regarding all group insurance benefits is provided to all employees at hire, and is also available in separate Plan Documents in the Human Resources office.

ARTICLE 17 – PROTECTIVE FOOTWEAR REIMBURSEMENT

Whereas the Agency requires that American Society for Testing and Materials (ASTM) certified protective footwear be worn by select positions as a condition of employment, the Agency shall reimburse employees who are required to wear protective footwear up to a maximum of \$125 per pair on a Fiscal Year basis.

To be eligible for the reimbursement, the following must be followed:

- A. The employee must be in the position of Porter, Maintenance Technician or Maintenance Supervisor; and
- B. The employee must purchase ASTM certified protective footwear.
- C. Within thirty (30) days of the protective footwear purchase, the employee must present the protective footwear with receipt to their Supervisor for verification of cost and approval of acceptable protective footwear.

Upon approval for reimbursement, the Supervisor will be responsible for submitting for reimbursement for the employee through Accounts Payable procedures. Reimbursement will be provided to the employee via Electronic Fund Transfer within thirty (30) days of approval.

ARTICLE 18 – DRESS CODE

SECTION 1. DRESS CODE

The Housing Authority of the County of San Bernardino is a professional organization. Because each employee is a representative of the Agency in the eyes of our clients and the public, it is important that each employee report to work properly groomed and wearing appropriate attire. Employees are expected to dress neatly and, in a manner, consistent with the nature of the work performed. Employees who report to work inappropriately dressed and in non-compliance with this policy may be sent home to change without compensation.

An employee's religious beliefs or medical conditions, as defined by applicable law, that require deviation from the standards as set forth will be considered on an individual basis. Department managers are responsible for enforcing the dress policy, and may provide more specific guidelines, if variance from the policy is deemed appropriate.

SECTION 2. CLOTHING AND FOOTWEAR

Employees who wear uniforms are expected to report for duty in the assigned uniform. Uniforms are expected to be clean and pressed. All maintenance personnel are required to wear American Society for Testing and Materials (ASTM) certified protective footwear during all days/times conducting maintenance related activities. Footwear must not be defective (torn) to the extent that its ordinary use creates a safety hazard.

Employees who are not required to wear uniforms are expected to wear business clothing appropriate to the position held. Attire is expected to be clean, pressed and well fitting. All footwear is expected to be appropriate to the employee's position. Shoes are to be neat, clean and in good repair.

Examples of unacceptable attire for all employees include tank or halter-tops, flip-flop sandals, bare midriff, low back or front attire, off-the-shoulder or open-shoulder attire, spandex or denim pants, jeans and T-shirts with inappropriate designs or messages. All clothing should fit appropriately and be clean and without rips or holes.

Spandex/leggings and athletic wear such as sweatshirts, sweatpants and tennis shoes are unacceptable at all times.

SECTION 3. TATTOOS AND JEWELRY

Nose piercings will be allowed with a single stud. All other facial piercing jewelry is prohibited. Pierced earrings may be worn to a maximum of three pieces per ear. Ear plugs are to be no larger than ¾ inch in diameter. All tattoos may be visible as long as they are appropriate and not offensive. All jewelry must be appropriate, so it does not detract from a professional appearance.

SECTION 4. PERSONAL HYGIENE

Personal hygiene is essential. Therefore, it is necessary that all employees maintain a clean, presentable appearance. Personal hygiene includes a regular bath/shower, use of deodorant, and appropriate oral hygiene.

ARTICLE 19 – HOLIDAYS

The following holidays are established as paid holidays for all Unit members:

- | | | |
|-----|-----------------------------|------------------------------------|
| 1. | January 1 | New Year’s Day |
| 2. | Third Monday of January | Martin Luther King, Jr.’s Birthday |
| 3. | Third Monday of February | President’s Day |
| 4. | March 31 | Cesar Chavez Day |
| 5. | Last Monday of May | Memorial Day |
| 6. | June 19 | Juneteenth |
| 7. | July 4 | Independence Day |
| 8. | First Monday of September | Labor Day |
| 9. | Second Monday of October | Indigenous People’s Day |
| 10. | November 11 | Veteran’s Day |
| 11. | Fourth Thursday of November | Thanksgiving |
| 12. | Fourth Friday of November | Day after Thanksgiving |
| 13. | December 24 | Day before Christmas |
| 14. | December 25 | Christmas Day |
| 15. | December 31 | Day before New Year’s Day |

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday.

Unit members on a 9/80 work schedule will observe the preceding workday when a holiday falls on a Friday which would be their day off. Holiday pay is counted as time worked for purposes of overtime calculation.

Eligibility

To be eligible for holiday pay, Unit members must work their regularly scheduled workdays immediately preceding and following the holiday, unless an absence on either day is approved in advance by their supervisor. In the case of illness on the day preceding or following a holiday, a doctor’s note may be provided to ensure eligibility for the holiday pay. Unit members on a Leave of Absence are not eligible for Holiday pay.

If required to work on a scheduled paid holiday, Unit members will receive regular holiday pay, and in addition be paid straight time for hours worked.

ARTICLE 20 – BEREAVEMENT LEAVE

In the event of the death of a regular full-time or part-time employee’s current spouse, child, parent, legal guardian, brother, sister, grandparent, grandchild, mother-, father-, sister-, brother-, son-,

daughter-in-law, registered domestic partner or step parent, stepchild or step sibling, employees may take up to three (3) days off with pay. Their supervisor may approve additional unpaid time off.

An employee may use up to one day of sick leave to attend the service of an extended family member to include aunt, uncle, niece, or nephew. The employee may request the use of vacation or unpaid time for any days needed to travel to or from the service.

ARTICLE 21 – PERFORMANCE EVALUATIONS

Employees will receive a written Performance Evaluation at the following employment milestones:

- A. Six-month anniversary of the hire date
- B. Annually thereafter in conjunction with the Agency annual performance review procedures

In the case of a promotion, the employee’s Performance Evaluation schedule will be adjusted to the following milestones:

- A. Six-month anniversary of the promotion date
- B. Annually thereafter in conjunction with the Agency annual performance review procedures

The following will be considered major factors in every performance evaluation and will always be considered essential functions of every job (in addition to any others deemed essential by the Agency): regular and reliable attendance; the ability to respond positively to direction and criticism of performance; the ability to work productively and harmoniously with others on a consistent basis; and the consistent maintenance of professional and appropriate demeanor.

Performance evaluations will also assess the quality and quantity of the work performed and knowledge of the job. The performance evaluation should help employees become aware of the progress they are making, the areas in which they need to improve, and objectives or goals for personal development and future work performance.

Within five (5) working days of receiving the evaluation, the employee may request a meeting with their supervisor to further discuss their review. If the employee and supervisor are unable to come to an agreement regarding a review, the employee may request a meeting with Human Resources for further review but must do so within ten (10) working days of receiving the review.

Employees are required to timely sign their evaluations, and in no event later than thirty (30) calendar days of receipt of same or may be subject to discipline for failure to comply with this requirement.

ARTICLE 22 – LAYOFF AND RECALL POLICY

SECTION 1. LAYOFFS AND RECALLS

If the Agency determines that it must reduce its workforce because of adverse economic or other financial conditions or organizational needs, then layoff and recall from layoffs for Union represented employees will generally be conducted in a manner that is consistent with the procedures described below.

SECTION 2. DEFINITIONS

- A. Layoff - The involuntary separation of a regular Union represented employee without fault of the employee.
- B. Seniority - A Union represented employee's length of service with the Agency measured from the original date of hire without a break of service greater than 30 days. Union represented employees with breaks in service greater than 30 days will restart their calculation of length of service for layoff purposes from their most recent date of hire with the Agency or return to work date after the break that exceeded 30 days, whichever is later.
- C. Bumping - Within a job classification, any Union represented employee with regular full-time status who is to be laid off shall have the right to bump in descending order, to job classifications within their regression ladder, if any, provided that the bumping employee has greater Agency seniority and has demonstrated positive current and past performance.
- D. Lower Classification - A classification that is within the series of the employee's job description and is lower than their current position. (For example, a Lead Housing Services Specialist to a Housing Services Specialist or a Maintenance Supervisor to a Maintenance Technician.)

SECTION 3. PROCEDURES

A. Layoff Notification

If a layoff of Union represented employees is expected, then the Director or Manager overseeing the department will be responsible for completing a layoff plan relative to the Union represented employees and providing the plan to the Director of Human Resources a minimum of 30 days prior to the anticipated layoff. The layoff plan must include the anticipated reason and timeframe for the layoff of Union represented employees, the number of such employees anticipated to be laid off and the names and job titles of the employees to be laid off. The Director of Human Resources shall provide the Union with the layoff plan at least twenty-one (21) calendar days prior to the layoff effective date of the Union represented employee. All affected Union represented employees will be notified in writing at least two weeks prior to the layoff effective date or within any timeframe required under any applicable law.

B. Layoff Process

- i. Union represented employees will be selected for layoff based on the following criteria, although in no particular order:
 - a) Demonstrated current and past performance; and
 - b) Seniority with the Agency.
- ii. Before any layoff occurs of regular full-time Union represented employees, all temporary, part-time, probationary and contract employees working in the same classifications shall be terminated.
- iii. Union represented employees in acting assignments who have regular status in another classification, shall be returned to their former classification where they will be subject to layoff under provisions applicable to other employees in that classification.
- iv. If a regular full-time Union represented employee in a classification to be laid off has previously completed their probationary period of a minimum of 12 months in a lower classification and has demonstrated positive current performance over the preceding 12 months, then the employee shall be permitted to bump down within the Agency to the lower classification provided that the bumping employee has greater Agency seniority than the incumbent in the lower classification that is being bumped.
 - a) Union represented employees choosing to bump down will displace the employee with the least classification seniority based on Agency seniority.
 - b) An employee who bumps down to a lower classification pursuant to this policy shall be paid in the lower classification base pay range at their current pay rate, if within the lower classification base pay range. If the employee's current wage is above the lower classification base pay range, then their new pay rate will be adjusted down to the maximum of the lower classification base pay range. Any applicable changes to fringe benefits will be consistent with the lower classification.
 - c) After being served with a notice of layoff, a Union represented employee who is eligible to bump to a lower classification based upon the requirements set forth herein, shall give written notice of the exercise of their bumping rights within five (5) work days of receipt of the layoff notice.
- v. A Union represented employee who elects not to exercise their bumping rights will be laid off in accordance with the terms of the layoff notice served by the Agency.

C. Recall

Union represented employees who are laid off will be maintained on a recall list for one year from their layoff effective date and shall be assured the right to reinstate to their former position as long as they remain capable of performing the essential duties of the job classification and have not been convicted of any felony. While on the recall list, Union represented employees should inform Human Resources if they become unavailable for recall. Union represented employees who do not keep a current home address, phone number and email on record with Human Resources will lose their recall rights.

When a vacancy exists within the classification, laid off Union represented employees on the recall list will be notified by email and if no response to that email then by one phone call. Recalled employees will have seven (7) days to respond to Human Resources to confirm agreement to return and must be able to return to work on the date requested by the Agency. Failure to respond within seven (7) days or those who are unable to return on the date requested will be removed from the recall list.

Union represented employees recalled to their previous classification shall be assigned to the same base pay rate as when they left.

ARTICLE 23 – NEPOTISM

The Agency is committed to a policy of employment and advancement based on qualifications and merit and does not discriminate in favor of or in opposition to the employment of relatives. Due to the potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can be carried into the daily working relationship, the Agency will hire relatives of persons currently employed only if:

- A. Candidates for employment will not be working directly for or supervising a relative; or
- B. Candidates for employment will not occupy a position in the same line of authority in which employees can initiate, advise on or participate in decisions involving a direct benefit to the relative, including decisions on hiring, retention, transfer, promotion, wages and leave requests; or
- C. Where the Executive Director finds that any adverse impact on public service would be insignificant.

Due to potential conflict, the Agency generally may not hire relatives of present or former Board of Commissioner members consistent with the Housing Authorities Annual Contributions Contract with the U.S. Department of Housing and Urban Development Section 19, Subsection (B). The Agency defines relatives for purposes of this policy as spouses, registered domestic partners, children, siblings, parents, in-laws, step-relatives, grandparents, grandchildren, aunt, uncle, first cousin, niece and nephew.

If two employees become related while working for the Agency, the Agency shall make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security or morale. This may include, without limitation, allowing either or both affected employees the opportunity to be transferred to another department. During the period of employment, no supervisorial relationship shall exist between married or related employees. The Director of Human Resources, following consultation with the applicable supervisor, may place reasonable conditions on such continued employment to the extent necessary to ensure that problems of supervision, safety, security or morale are kept to a minimum.

Where the above circumstances exist and mandate that two spouses or related individuals shall not work in a prohibited relationship, the Executive Director or designee will make reasonable efforts to transfer one individual to a similar comparable position in another department. Although the wishes of the parties as to which individual shall be transferred will be given consideration by the Agency, the controlling factor in determining which individual to transfer shall be the productive operation and efficiency of the Agency. If any such transfer results in a reduction of salary or compensation, the same shall not be considered disciplinary in nature.

If continuing employment of two related individuals cannot be accommodated consistent with the Agency's interest in promotion of safety, security, morale and efficiency, the Agency retains the sole discretion to separate one individual from Agency employment. In this case, the Executive Director or designee shall notify the affected employees, who shall determine which individual will be subject to separation. This separation shall not constitute discipline.

Determinations made pursuant to this Section shall be made on a case-by-case basis. In making any determinations pursuant to this Section, the Executive Director or designee may take into account all relevant factors concerning each of the affected employees, including but not limited to job duties, employment history, etc., within Agency service, and the business reasons of supervision, safety, security and morale.

ARTICLE 24 – GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE DEFINED

A grievance is a complaint that there has been a violation of this MOU, the personnel policies of the Agency, and/or local, state or federal law. The Unit member and/or the Unit member's designated representative bringing such a claim shall state how the violation affects their wages, hours, working conditions, or job security, as provided for in this MOU, the personnel policies of the Agency, and/or local, state or federal law.

SECTION 2. INFORMAL DISCUSSION OF GRIEVANCE

When a Unit member has a grievance complaint, the Unit member and/or the Unit member's designated representative shall first informally discuss the matter with the Unit member's immediate supervisor within fifteen (15) working days from the incident or decision generating the grievance. If after the discussion with the immediate supervisor, the complaint has not been satisfactorily resolved, the Unit member and/or Unit member's designated representative shall have the right to informally discuss the complaint with the supervisor's immediate superior. If after such a discussion, the

complaint has not been satisfactorily resolved, the Unit member shall have the right to file a formal written grievance on a form to be supplied to the Union by the Agency.

SECTION 3. FORMAL GRIEVANCE PROCEDURE

The formal written grievance shall be used to resolve a Unit member's grievance complaint which the employee believes has not been satisfactorily resolved by the informal discussion process described above.

- A. A Unit member shall have the right to present a formal grievance, in writing, within fifteen (15) working days after the discussion of the grievance with the immediate supervisor and the immediate supervisor's superior. All formal written grievances shall state: (1) the violation of this MOU, the personnel policies of the Agency, and/or local, state or federal law; (2) how it affects the Unit member's wages, hours, working conditions or job security; and (3) the Unit member's suggested solution.
- B. The formal written grievance shall be presented to the Department Director or Senior Manager, depending on who is in the Unit member's chain of command. The Department Director or Senior Manager shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal written grievance, the Department Director or Senior Manager shall render a written decision regarding its merits. If the Department Director or Senior Manager's decision does not satisfactorily resolve the grievance complaint, the Unit member and/or Unit member's designated representative may present the formal grievance to the Director of Human Resources. The grievance shall be considered resolved and no further administrative review of the subject matter of the grievance shall be permitted when the Unit member does not seek further review of the grievance within twelve (12) working days after the receipt of the decision of the Department Director or Senior Manager. Failure of the Department Director or Senior Manager to render a written decision on the grievance within twelve (12) working days constitutes a decision denying the grievance.
- C. When the Unit member presents a formal grievance to the Director of Human Resources, the Director of Human Resources shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the Director of Human Resources shall render a written decision regarding its merits. If the Director of Human Resources' decision does not satisfactorily resolve the complaint, the Unit member and/or Unit member's representative may present the formal grievance to the Executive Director. The grievance shall be considered resolved and no further administrative review of the subject matter of the grievance shall be permitted when the Unit member does not seek further review of the grievance within twelve (12) working days after the receipt of the decision of the Director of Human Resources. Failure of the Director of Human Resources to render a written decision on the grievance within twelve (12) working days constitutes a decision denying the grievance.

- D. When the Unit member presents a formal grievance to the Executive Director, the Executive Director shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the Executive Director shall render a written decision regarding its merits. The decision of the Executive Director shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the Agency's administrative process. Should the Executive Director fail to render a written decision within twelve (12) working days, the grievance shall be deemed denied and the administrative procedures completed.

SECTION 4. REPRISALS

The Agency shall not institute any reprisals against any Unit member or designated representative resulting from the use of the grievance procedure.

ARTICLE 25 – DISCIPLINE PROCEDURES

- A. Rules regarding Discipline Procedures are set forth in the Agency's Personnel Policy Handbook and are incorporated by reference herein.
- B. The Personnel Policy Handbook provides causes for discipline including the examples of performance issues and examples of inappropriate behavior listed in Section 3000 (Work Performance Standards). Additional sections of the Personnel Policy Handbook describe causes for discipline including, but not limited to, the following Sections:
 - i. 1004 (Anti-Harassment);
 - ii. 1005 (Code of Conduct);
 - iii. 2007 (Timekeeping Requirements);
 - iv. 2015 (Background Checks and Investigations);
 - v. 3004 (Zero Tolerance for Workplace Violence);
 - vi. 3005 (Drug and Alcohol Abuse);
 - vii. 3006 (Punctuality and Attendance);
 - viii. 4000 (Technology Usage);
 - ix. 4002 (Travel Policy);
 - x. 4003 (Vehicle Policy);
 - xi. 4010 (Tools and Equipment); and
 - xii. 5008 (Family Medical Leave and California Family Rights Act Leaves).

- C. The Agency may impose progressive discipline in accordance with the Personnel Policy Handbook. At the Agency's discretion and justified for cause, certain violations may result in a more severe disciplinary action, including immediate termination of employment, and may not necessarily be preceded by less severe forms of disciplinary action. Progressive discipline may include, but is not limited to the following:
- i. Oral Counseling/Reprimands - Oral counseling is the lowest level of administrative action, with an oral reprimand being slightly more severe than counseling. This level of discipline should cover the misconduct or unsatisfactory performance at issue, the corrective measures to be taken by the employee moving forward, and the consequences for failure to correct the problem for which the employee is being counseled/reprimanded. While this level of discipline may be confirmed or memorialized in writing, it shall not be a part of the employee's permanent personnel file unless it is included as an attachment to subsequent discipline or an annual evaluation.
 - ii. Written Counseling - A written counseling should cover the misconduct or unsatisfactory performance at issue, the corrective measures to be taken by the employee moving forward, and the consequences for failure to correct the problem for which the employee is being counseled. A written counseling is placed in the employee's permanent personnel file and a copy given to the employee.
 - iii. Suspension Without Pay - The Agency may suspend an employee from their position without pay for up to thirty (30) calendar days for cause. Documents related to a suspension shall become part of the employee's personnel file when imposed.
 - iv. Reduction in pay - The Agency may reduce an employee's pay for cause. Documents related to a reduction in pay shall become part of the employee's personnel file when the reduction in pay is final. A reduction in pay for disciplinary purposes may take one of two forms:
 - a) a decrease in salary within the salary range, or
 - b) a decrease in salary paid to an employee for a fixed period of time.
 - v. Demotion - The Agency may demote an employee from their position for cause. Documents related to a demotion shall become part of the employee's personnel file when the demotion is final. Once demoted, there is no obligation of the Agency to return the employee to their prior position.
 - vi. Termination of employment - The Agency may terminate an employee from their position for cause. Documents related to the termination shall become a part of an employee's personnel file when the termination is imposed.
- D. Oral counseling and written counseling are not subject to the Grievance Procedure or any disciplinary appeal or other administrative due process protections.

Section 2021 of the Agency's Personnel Policy Handbook contains the disciplinary procedures followed by the Agency when imposing discipline. The Exceptions provided in Section 2021, subsection I, shall not apply during the Term of this MOU, meaning that employees must always be provided notice prior to the issuance of a final order to either suspend, demote, reduce compensation, or discharge an employee.

ARTICLE 26 – MODIFICATION

This MOU may only be modified or amended by written agreement between the parties which must then be ratified by the Union and formally approved by resolution of the Board of Commissioners of the Agency.

ARTICLE 27 – JOINT DRAFTING

In recognition of the fact that the parties had an equal opportunity to negotiate the language of, and draft, this MOU, the parties acknowledge and agree that there is no single drafter of this MOU and, therefore, the general rule that ambiguities are to be construed against the drafter is, and shall be, inapplicable. If any language in this MOU is found or claimed to be ambiguous, each party shall have the same opportunity to present evidence as to the actual intent of the parties with respect to any such ambiguous language without any inference or presumption being drawn against any party hereto.

ARTICLE 28 – SAVINGS CLAUSE

Should any portion, word, clause, phrase, sentence, paragraph, or provision of this MOU be declared void or unenforceable by a court of competent jurisdiction, such portion shall be considered independent and severable from the remainder of this MOU, the validity of which shall remain unaffected. In the event that any article, section, or subsection of this MOU shall be declared invalid by any court or by any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the benefits provided by this MOU, or impose additional obligations on the Agency, the Agency and the Union shall meet and confer on the affected article, section, or subsection.

ARTICLE 29 – REOPENERS

This MOU shall be subject to a reopener at the direction of the Agency, upon adoption by the Agency of a Resolution evidencing a finding by the Agency that any or all of the following events have occurred during the term of this MOU:

- A. Five percent (5%) or greater reduction in any one or more sources of revenue during the period April 1 through September 30 compared to the immediately preceding same period of time, with the reduction in revenues measured by receipts or funding notification by a third party funding source (i.e. U.S. Department of Housing and Urban Development) during the applicable time period; and/or
- B. Five percent (5%) or greater reduction in any one or more sources of revenue during the period October 1 through March 31 and the same preceding period of time, with the reduction in revenues measured by receipts or funding notification by a third party

funding source (i.e. U.S. Department of Housing and Urban Development) during the applicable time period.

Upon the Agency's invocation of this Article, any increases in compensation initially provided for in this MOU shall immediately cease and revert to the status quo existing prior to implementation of the changes. The parties shall thereafter convene the meet and confer process regarding compensation and the loss of revenue. Implementation of the cessation and reversion of compensation increases provided for in this MOU, shall not occur unless and until the Agency implements the same reversion to the status quo as regards to unrepresented employees.

Although invocation of this Article shall not in and of itself constitute a revocation of terms and conditions of employment in force and effect prior to adoption of this MOU, such provisions shall be subject to the meet and confer process conducted pursuant to this reopener. A determination by the Agency to implement this Article shall not be subject to administrative or judicial challenge.

The parties further acknowledge that during the term of this MOU, situations may arise which regard to matters within the scope of representation, where the meet and confer process shall be required as to either the changes proposed by the Agency to matters within the scope of representation and/or as to the impact of the exercise of any such management rights, matters mandated by law, and matters that are ongoing discussions between the parties. Although not an exclusive description of issues that may give rise to the referenced meet and confer processes, exemplars are: 1) compliance with the Affordable Care Act, 2) addressing of changes in performance evaluation substance and/or methodology, 3) modifications to the Agency's Personnel Policy Handbook, and 4) modifications to the Agency's Employer-Employee Relations Resolution.

[SIGNATURES ON NEXT PAGE]

It is agreed this MOU shall not be binding upon the parties, either in whole or in part, unless and until ratified by Teamsters and executed by its representatives along with Agency labor representatives and then approved and adopted by the Board of Commissioners of the Housing Authority of the County of San Bernardino.

**Housing Authority of the County
of San Bernardino**

Teamsters Local 1932

Maria Razo
Executive Director

Barbara Whittington
Organizer/Business Agent

Colin J. Tanner
Chief Labor Negotiator

Natalie Harts
Staff Coordinator

[Insert Attachment A – Salary Ranges]