

MEMORANDUM OF UNDERSTANDING

between

THE HOUSING AUTHORITY OF THE

COUNTY OF MARIN

and

SERVICE EMPLOYEES

INTERNATIONAL UNION, LOCAL 1021

JANUARY 1, 2024 – MARCH 31, 2027

TABLE OF CONTENTS

CHAPTER 1 - GENERAL PROVISIONS 7

ARTICLE 1.1 INTRODUCTION..... 7

 1.1.1 Scope of Agreement..... 7

 1.1.2 Term 7

ARTICLE 1.2 RECOGNITION..... 7

 1.2.1 Bargaining Unit 7

 1.2.2 Mutual Obligation 7

 1.2.3 Notice to Employees 7

 1.2.4 Available Copies 8

ARTICLE 1.3 CONCERTED ACTIVITIES 8

ARTICLE 1.4 NO DISCRIMINATION..... 8

 1.4.1 In General 8

 1.4.2 Union Discrimination 8

 1.4.3 Policies Administered 8

ARTICLE 1.5 EXISTING POLICIES, SEVERABILITY AND WAIVERS..... 8

 1.5.1 Existing Laws, Regulations and Policies 8

 1.5.2 Severability 8

 1.5.3 Waiver Clause..... 8

ARTICLE 1.6 MANAGEMENT RIGHTS 9

CHAPTER 2 - WAGES..... 11

ARTICLE 2.1 SALARY INCREASES..... 11

 2.1.1 General Increases 11

 2.1.2 Lump Sum Payments 11

 2.1.3 Attachment A..... 11

 2.1.4 Structural Changes and Future Employee Compensation 11

ARTICLE 2.2 STEP INCREASES 12

 2.2.1 Effective Date..... 12

 2.2.2 Promotions and Salary Step Increase Percentages 12

 2.2.3 Eligibility..... 12

 2.2.4 Performance Evaluation Required 12

 2.2.5 Extra Hire Conversion..... 12

ARTICLE 2.3 PROBATIONARY PERIODS 12

ARTICLE 2.4 SPECIFIED WAGE ADJUSTMENTS 13

 2.4.1. Temporary Promotion / Temporary Upgrade Pay 13

 2.4.2 Bilingual Premium Pay 13

 2.4.3 Temporary Vacancy Premium Pay 13

CHAPTER 3 – FRINGE BENEFITS	14
ARTICLE 3.1 MEDICAL, DENTAL, LIFE, AND RETIREMENT BENEFITS	14
3.1.1 Employee Health Insurance	14
3.1.2 Employee Minimum PEMHCA Contribution.....	14
3.1.3 Section 125 Plan Allowance	14
3.1.4 Cash-in-Lieu	15
3.1.5 Vision Plan	15
3.1.6 Dental Plan.....	15
3.1.7 Life Insurance.....	15
3.1.8 Domestic Partners	15
3.1.9 Waiver of Participation	15
3.1.10 Retiree Medical Contribution	15
ARTICLE 3.2 RETIREMENT	16
3.2.1 In General	16
3.2.2 Contributions to CalPERS	16
ARTICLE 3.3 SICK LEAVE	16
3.3.1 Accrual	16
3.3.2 Extra Hire Conversion.....	16
3.3.3 Employee Sick Leave Use	16
3.3.4 Family Sick Leave Use	17
3.3.5 Family Care Leave Policy.....	17
ARTICLE 3.4 BEREAVEMENT LEAVE	17
ARTICLE 3.5 STATE DISABILITY INSURANCE	17
ARTICLE 3.6 INDUSTRIAL INJURY	17
3.6.1 In General	17
3.6.2. First Week Coverage.....	18
3.6.3 Integration of Benefits	18
3.6.4 Added Sick Leave Credit.....	18
3.6.5 Required Treatment.....	18
ARTICLE 3.7 VACATIONS	18
3.7.1 Accrual	18
3.7.2 Vacation After Six Months	19
3.7.3 Extra Hire Conversion.....	19
3.7.4 Preference	19
3.7.5 Maximum Accumulation	19
3.7.6 Holiday and Sickness During Vacation.....	19
3.7.7 Payment at Termination.....	19

3.7.8 Vacation Redemption.....	19
ARTICLE 3.8 REGULAR HOLIDAYS.....	20
3.8.1 In General	20
3.8.2 Alternative Holidays	20
3.8.3 Holiday Pay for Employees on 9/80 Work Week	20
ARTICLE 3.9 FLOATING HOLIDAYS	21
3.9.1 Accrual	21
3.9.2 Accrual New Hires	21
3.9.3 Use	21
3.9.4 Separation Payoff.....	21
ARTICLE 3.10 LEAVES OF ABSENCE.....	21
3.10.1 Absence Without Pay	21
3.10.2 Jury Duty	21
3.10.3 Leave Without Pay Medical Benefits	22
3.10.4 Family Care Leave Policy.....	22
ARTICLE 3.11 EMERGENCY EVACUATION / SHELTER IN PLACE LEAVE.....	22
ARTICLE 3.12 TUITION AND TEXTBOOK REIMBURSEMENT.....	22
3.12.1 In General	22
3.12.2 Eligibility.....	22
3.12.3 Conditions for Reimbursement.....	22
CHAPTER 4 – TERMS AND CONDITIONS.....	24
ARTICLE 4.1 HOURS OF WORK.....	24
4.1.1 Work Schedules.....	24
4.1.2 Normal Work Hours	24
4.1.3 Exceptions	24
4.1.4 Flextime.....	25
4.1.5 Part Time Employees.....	25
4.1.6 Voluntary Reduced Schedule and Workload	25
4.1.7 Meal Periods and Rest Breaks	25
ARTICLE 4.2 OVERTIME.....	26
4.2.1 Defined	26
4.2.2 Compensation	26
4.2.3 Required Authorization.....	26
4.2.4 Minimum Call Back.....	26
4.2.5 Overtime Scheduling.....	26
ARTICLE 4.3 REIMBURSEMENTS AND PROVIDED EQUIPMENT.....	26
4.3.1 Mileage	26

4.3.2 Coveralls and Clothing	26
4.3.3 Meal Allowance	27
ARTICLE 4.4 SAFETY COMMITTEE	27
4.4.1 Health and Safety Committee	27
4.4.2 Health and Safety	27
ARTICLE 4.5 CLASSIFICATION STUDIES	27
4.5.1 In General	27
4.5.2 Reclassification	27
ARTICLE 4.6 PERSONNEL FILES	27
4.6.1 In General	27
ARTICLE 4.7 UTILIZATION OF EXTRA HIRE	28
4.7.1 In General	28
CHAPTER 5 - PROCEDURES	29
ARTICLE 5.1 GRIEVANCE PROCEDURES	29
5.1.1 Grievance Defined	29
5.1.2 Who May File	29
5.1.3 Informal Grievance	29
5.1.4 Formal Grievance	29
5.1.5 Step 1 Appeal of Decision on Formal Grievance	30
5.1.6 Step 2 Union Appeal of Executive Director Decision to Arbitration	30
5.1.7 Mediation of Grievance	30
5.1.8 Additional Procedures	30
ARTICLE 5.2 REDUCTION-IN-FORCE	31
5.2.1 In General	31
5.2.2 Notice to Union and Employees	31
5.2.3 Alternatives to Lay-Offs	31
5.2.4 Voluntary Lay-Off	31
5.2.5 Severance Pay	31
5.2.6 Contracting Out	31
5.2.7 Order of Lay-Offs and Procedures	31
5.2.8 Restoration of Benefits	31
ARTICLE 5.3 DISCIPLINARY ACTION	31
5.3.1 In General	31
5.3.2 Pre-Disciplinary Due Process	32
5.3.3 Appeal of Discipline to Arbitration	32
5.3.4 Mediation of Disciplinary Appeal	32
CHAPTER 6 – UNION RIGHTS	33

ARTICLE 6.1	EMPLOYEE REPRESENTATIVES/STEWARDS	33
6.1.1	In General	33
6.1.2	Grievance Representation	33
6.1.3	Access to Bulletin Boards	33
ARTICLE 6.2	UNION DUES AND DEDUCTIONS	33
6.2.1	Union Responsibilities	33
6.2.2	Union Dues Deductions	33
6.2.3	Separation From Unit	34
ARTICLE 6.3	BARGAINING UNIT REPORT	34
6.3.1	Report	34
6.3.2	Protect Employees' Information from Third Parties	34
ARTICLE 6.4	NEW HIRE ORIENTATION	35
6.4.1	Timing and Duration of Union Orientation	35
6.4.2	Release Time	35
6.4.3	Authority Access During Union Presentation	35
6.4.4	Notice of New Hire Orientation	35
CHAPTER 7 - MISCELLANEOUS PROVISION		36
ARTICLE 7.1	COMMUNICATION	36
7.1.1	In General	36
7.1.2	Labor Management Committee	36
7.1.3	Employment Opportunities	36
ARTICLE 7.2	CONTRACTING OUT	36
ARTICLE 7.3	GOOD FAITH NEGOTIATION	37

CHAPTER 1 - GENERAL PROVISIONS

ARTICLE 1.1 INTRODUCTION

1.1.1 Scope of Agreement

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

1.1.2 Term

The term of this MOU shall be January 1, 2024, through March 31, 2027.

ARTICLE 1.2 RECOGNITION

1.2.1 Bargaining Unit

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

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

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

1.2.2 Mutual Obligation

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

1.2.3 Notice to Employees

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

1.2.4 Available Copies

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

ARTICLE 1.3 CONCERTED ACTIVITIES

Should any employees within the unit, with the support of Union, engage in any strike, slowdown, or other work stoppage during the term of this agreement, Authority may cease said dues deduction immediately. There shall be no strikes, lockouts or other work slowdowns by either party to this MOU.

ARTICLE 1.4 NO DISCRIMINATION

1.4.1 In General

The parties to this agreement agree that they shall not, in any manner, discriminate against any person whatsoever because of race, religious creed, color, age (over 40), sex, gender, gender identify, gender expression, national origin, sexual orientation, mental or physical disability, medical condition, genetic information, military or veteran status, marital status, or any other basis protected by law.

1.4.2 Union Discrimination

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

1.4.3 Policies Administered

All policies will be administered fairly and equitably.

ARTICLE 1.5 EXISTING POLICIES, SEVERABILITY AND WAIVERS

1.5.1 Existing Laws, Regulations and Policies

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

1.5.2 Severability

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

1.5.3 Waiver Clause

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

ARTICLE 1.6 MANAGEMENT RIGHTS

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

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

15. To establish and modify employee and organizational performance and productivity standards and programs including but not limited to, quality and quantity standards; and to require compliance therewith;
16. To maintain order and efficiency in its facilities and operations;
17. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the Authority which are not in contravention with this MOU;
18. To take any and all necessary action to carry out the mission of the Authority in emergencies.

CHAPTER 2 - WAGES

ARTICLE 2.1 SALARY INCREASES

2.1.1 General Increases

Effective May 1, 2024, all classifications in the bargaining unit will receive a base wage increase of six percent (6%).

Effective the first full pay period after January 1, 2025, all classifications in the bargaining unit will receive a base wage increase of three percent (3%).

Effective the first full pay period after January 1, 2026, all classifications in the bargaining unit will receive a base wage increase of three percent (3%).

Effective the first full pay period after January 1, 2025, all bargaining unit members shall receive additional wage increases based on the HUD Public Housing Operating Subsidy proration rate announced in the Explanation of December Obligations for December 2024.

Effective the first full pay period after January 1, 2026, all bargaining unit members shall receive additional wage increases based on the HUD Public Housing Operating Subsidy proration rate announced in the Explanation of December Obligations for December 2025.

Formula for additional increases based on HUD Public Housing Operating Subsidy proration rates:

92.82% or below = no additional wage increase

92.83% - 93.9% = additional 0.75% wage increase (total of 3.75%)

94.0% - 96.9% = additional 1.0% wage increase (total of 4.0%)

97.0% or above = additional 1.5% wage increase (total of 4.5%)

2.1.2 Lump Sum Payments

Effective the first full pay period after Board of Commissioners approval of this MOU, all bargaining unit members employed on or before January 1, 2024 and are currently in paid status will receive a \$2000 one-time lump sum payment.

2.1.3 Attachment A

Classification salaries for the term of this MOU are set forth in **Exhibit A** to this MOU.

2.1.4 Structural Changes and Future Employee Compensation

In recognition of data reviewed by the Parties that indicates employee compensation may be below that of comparable classifications at comparable agencies, and in further recognition that the Authority's unique revenue base creates unique structural issues regarding funding employee compensation increases, the Parties agree to meet no less than once every six (6) months to discuss data and information relevant

to analyzing the market and possible ways of bridging the gap, if any, between Authority compensation and the market on same. This provision is not subject to the MOU's grievance procedure.

ARTICLE 2.2 STEP INCREASES

2.2.1 Effective Date

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

2.2.2 Promotions and Salary Step Increase Percentages

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

2.2.3 Eligibility

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

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

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

2.2.4 Performance Evaluation Required

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

2.2.5 Extra Hire Conversion

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

ARTICLE 2.3 PROBATIONARY PERIODS

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

Promotional probationary period shall be for 1,040 hours of service.

ARTICLE 2.4 SPECIFIED WAGE ADJUSTMENTS

2.4.1. Temporary Promotion / Temporary Upgrade Pay

In the event of a temporary vacancy in excess of ten (10) days in length, the Department Head may, in writing, temporarily promote another employee to the vacant upgraded position. In such cases, the upgraded employee shall be paid an additional five percent (5%) of the employee's present hourly rate for all hours worked in the upgraded position, or the first step of the salary range fixed for the classification for which the employee has received a temporary promotion, whichever is higher. In no event shall an employee receive more than the hourly top step of the higher classification to which the employee is temporarily promoted.

The Parties agree that to the extent permitted by law, temporary upgrade pay is pensionable special compensation for "Classic Members" of CalPERS only and shall be reported as such pursuant to Title 2 C.C.R. section 571(a)(3) Temporary Upgrade Pay.

2.4.2 Bilingual Premium Pay

For all employees designated by the Executive Director or designee as routinely and consistently using second language skills in the performance of their job duties, the Authority will pay a salary differential of five percent (5%) of the employee's wage. The Housing Authority will review bilingual pay positions on an as-needed basis.

The Parties agree that to the extent permitted by law, bilingual premium pay is pensionable special compensation for "Classic" and "New Members" of CalPERS and shall be reported as such pursuant to Title 2 C.C.R. section 571(a)(4) Bilingual Premium and Title 2 C.C.R. section 571.1(b)(3) Bilingual Premium.

2.4.3 Temporary Vacancy Premium Pay

In the event of a temporary vacancy in excess of ten (10) days in length, the Manager may, in writing, temporarily pay a premium to each employee who is in the unit/program and experiences an increased workload.

In such cases, the premium will be an additional five percent (5%) of the employees' current hourly rate for all hours worked. The premium will remain in effect until thirty (30) calendar days after the vacancy is filled.

CHAPTER 3 – FRINGE BENEFITS

ARTICLE 3.1 MEDICAL, DENTAL, LIFE, AND RETIREMENT BENEFITS

3.1.1 Employee Health Insurance

The Authority contracts with the California Public Employees' Retirement System (“CalPERS”) for the purpose of providing eligible employees and their eligible dependents with access to health insurance benefits.

3.1.2 Employee Minimum PEMHCA Contribution

The Authority shall provide each eligible employee who participates in an Authority sponsored health insurance plan with an employer contribution towards the purchase of health insurance benefits. The amount of this employer contribution shall not exceed the minimum contribution required under the Public Employees’ Hospital and Medical Care Act (PEMHCA), which for calendar year 2024 is one hundred fifty seven dollars (\$157) per month.

3.1.3 Section 125 Plan Allowance

The Authority maintains a Cafeteria Plan pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits.

The Authority agrees to provide each employee with a monthly contribution (125 Plan Allowance) to be used towards the purchase of those benefits available through the 125 Plan. This contribution is separate from and in addition to the employer contribution provided under section 3.1.2 above. Benefits available through the 125 Plan include health insurance, dental insurance, group term life insurance, and a flexible spending account. All contributions to the 125 Plan are contingent upon compliance with state and federal rules and regulations.

The Authority’s 125 Plan Allowance is based on eligibility level as follows:

Effective May 1, 2024, the Authority shall contribute:

- 100% of the Kaiser premium at the Employee Only rate regardless of which plan an employee chooses.
- 90% of the Kaiser premium at the Employee Plus One rate regardless of which plan an employee chooses.
- 90% of the Kaiser premium at the Employee Plus Family rate regardless of which plan an employee chooses.

Participation in dental and life insurance benefits are mandatory for any employee receiving a 125 Plan Allowance. Employees are also required to participate in a health insurance plan, subject to receipt of a waiver as provided for under Section 3.1.8 below.

Employees shall be responsible for paying any difference between the cost of selected benefits and the 125 Plan Allowance provided by the Authority.

3.1.4 Cash-in-Lieu

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

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

3.1.5 Vision Plan

The Authority provides a vision plan for employees.

3.1.6 Dental Plan

Effective May 1, 2024, the Authority shall cover 100% of the Delta Dental Plan premium for enrolled employees and eligible dependents.

3.1.7 Life Insurance

Effective May 1, 2024, the Authority shall cover 100% of the basic life insurance premium for employees.

3.1.8 Domestic Partners

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

3.1.9 Waiver of Participation

Any employee covered by this Agreement may make written application to the Executive Director for waiver of required participation in a health insurance program if said employee provides acceptable proof of Affordable Care Act compliant coverage through other sources. This means that the employee must show proof of alternative minimum essential medical coverage for the employee and the employee's taxable family (individuals for whom the employee expects to claim a personal exemption deduction). Individual coverage and individual coverage from Covered California does not qualify as alternative minimum essential coverage under this section.

3.1.10 Retiree Medical Contribution

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

The Authority's employer contribution towards health insurance benefits on behalf of each annuitant shall be in accordance with the provisions of Resolution No. 4-2003 and Government Code section 22892, subsection (c). The Authority's contribution on behalf of an annuitant shall not exceed the Authority's contribution on behalf of each employee, as set forth in Section 3.1.2 above. The provisions of the PEMHCA shall govern medical insurance coverage for annuitants. The monthly benefit for annuitants for calendar year 2021 is \$143 and will increase annually in accordance with CalPERS regulations.

ARTICLE 3.2 RETIREMENT

3.2.1 In General

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

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

3.2.2 Contributions to CalPERS

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

ARTICLE 3.3 SICK LEAVE

3.3.1 Accrual

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

3.3.2 Extra Hire Conversion

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

3.3.3 Employee Sick Leave Use

Sick leave with pay up to a total number of sick leave credit hours accumulated shall be granted by the Executive Director or designee to be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee or an employee's family member. An employee may also use accrued sick leave credits to seek medical attention, or to obtain relief (such as a restraining order) or services, or to participate in safety planning, as result of domestic violence, sexual assault, or stalking. An employee may not take paid sick leave that the employee has not accrued sufficient hours by the end of the pay period in which the sick leave is to be taken.

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

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

3.3.4 Family Sick Leave Use

Up to one-half of an employee's annual sick leave accrual may be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for a family member in accordance with Labor Code Section 233.

For purposes of this section "family member" means any of the following: an employee's child (regardless of age or dependency status); a parent; a parent-in-law; a spouse; a registered domestic partner; a grandchild; or a sibling; or another designated person identified by the employee at or before the time the employee requests sick leave. An employee may identify only one designated person in a 12-month period in compliance with Labor Code section 245.5.

3.3.5 Family Care Leave Policy

The Authority's Family Care Leave Policy is set forth in the Authority's Personnel Management Regulation 44.7.

ARTICLE 3.4 BEREAVEMENT LEAVE

An employee will be entitled up to five (5) paid working days per death of an employee's family member. For purposes of this section, the term "family member" means spouse or a child, child-in-law, parent, parent-in-law, sibling, sibling grandparent, grandchild, grandchild-in-law, or domestic partner as defined by California Code 12945.2.

3.4.1 Other Conditions

Days of bereavement leave need not be consecutive but shall be completed within three months of the date of the death of the family member. The employee, within thirty (30) days of the first day of leave, shall complete a request for leave form attesting to the death of the family member.

Employees that request bereavement leave more than once in a calendar year shall complete a request for leave form and provide documentation of the death of the family member within thirty (30) days of the first day of leave. As used in this section "documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

ARTICLE 3.5 STATE DISABILITY INSURANCE

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

ARTICLE 3.6 INDUSTRIAL INJURY

3.6.1 In General

For benefits under Workers' Compensation, an employee should report an injury to their supervisor within twenty-four (24) hours.

3.6.2 First Week Coverage

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

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

3.6.3 Integration of Benefits

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

3.6.4 Added Sick Leave Credit

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

3.6.5 Required Treatment

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

ARTICLE 3.7 VACATIONS

3.7.1 Accrual

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

Years of Service	Hourly Accrual	Days per year	Hours per pay period	Hours per year	Weeks per year
Date of hire to 2 years completed	.0385	10	3.08	80	2
From the start of the 3 rd year of service to 9 years completed	.0577	15	4.62	120	3
From the start of the 10 th year of service to 24 years completed	.0770	20	6.16	160	4
From the start of the 25 th year of service to 29 years completed	.0962	25	7.70	200	5
From the start of the 30th year of service	.1154	30	9.23	240	6

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

3.7.2 Vacation After Six Months

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

3.7.3 Extra Hire Conversion

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

3.7.4 Preference

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

3.7.5 Maximum Accumulation

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

3.7.6 Holiday and Sickness During Vacation

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

3.7.7 Payment at Termination

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

3.7.8 Vacation Redemption

On or before the pay period, which includes December 15th of each calendar year, an employee who has completed twenty-four (24) months of continuous service with MHA may make an irrevocable election to cash out up to 80 hours of vacation leave the following calendar year.

To receive payment, the following conditions apply:

- (a) The employee must have used eighty (80) hours of vacation during the twelve (12) months prior to payment;
- (b) The irrevocable vacation redemption election must be requested in an amount not to exceed eighty (80) hours and will be paid out at the employee's hourly wage rate (at the time of payment);

- (c) The employee must maintain a minimum of forty (40) hours of accrued vacation or floating holidays at the time the payment is made; and,
- (d) The employee must have not taken leave without pay in the twelve (12) months prior to payment.

The vacation redemption payment will be made with the last pay period in January of the year following the election.

Eligible employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the optional annual vacation redemption program. Late irrevocable election forms will not be accepted.

ARTICLE 3.8 REGULAR HOLIDAYS

3.8.1 In General

Employees shall be entitled to the following holidays with pay:

Independence Day	July 4
Labor Day	1st Monday in September
Veteran’s Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Full Day	Last working day before Christmas
Christmas Day	December 25
Full Day	Last working day before New Years
New Year’s Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
Washington’s Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19

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

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

3.8.2 Alternative Holidays

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

3.8.3 Holiday Pay for Employees on 9/80 Work Week

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

ARTICLE 3.9 FLOATING HOLIDAYS

3.9.1 Accrual

Employees shall accrue forty-five floating holiday hours per year on January 1. Once accrued, floating holiday hours may be taken any time during the year in which they accrue, with the approval of the employee’s manager.

3.9.2 Accrual New Hires

Employees newly appointed prior to June 30 shall be credited immediately with the forty-five (45) floating holidays hours for the calendar year. Employees newly appointed between July 1 and December 31 shall be credited immediately with twenty-three (23) floating holiday hours for the remainder of the calendar year.

3.9.3 Use

Floating holiday hours shall not accrue from one calendar year to the next.

3.9.4 Separation Payoff

Upon separation, unused floating holiday hours shall be paid at the employee’s base hourly rate at the time of separation as follows:

Date of Separation and Amount of Hours Paid Out

January – March	11.25 Hours
April – June	22.50 Hours
July – September	33.75 Hours
October – December	45 Hours

ARTICLE 3.10 LEAVES OF ABSENCE

3.10.1 Absence Without Pay

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

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

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

3.10.2 Jury Duty

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

3.10.3 Leave Without Pay Medical Benefits

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

3.10.4 Family Care Leave Policy

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

ARTICLE 3.11 EMERGENCY EVACUATION / SHELTER IN PLACE LEAVE

If an employee is unable to work or telework because the employee has been ordered to evacuate their permanent residence due to natural disaster or other government-declared emergency, or because the employee has been ordered to shelter in place (SIP), the employee is entitled to up to forty (40) hours of paid leave per year while the employee is under the evacuation order or SIP order. Paid evacuation/SIP leave hours may not be used intermittently; the hours must be taken consecutively.

ARTICLE 3.12 TUITION AND TEXTBOOK REIMBURSEMENT

3.12.1 In General

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

3.12.2 Eligibility

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

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

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

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

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

3.12.3 Conditions for Reimbursement

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

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

Conditions:

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

Repayment. If an employee voluntarily quits or their employment terminates "for cause" (i.e., for any violation of the Personnel Management Regulations) less than eighteen (18) months after the completion of any reimbursed course, the employee shall immediately reimburse the Authority, without demand, by an amount equal to one hundred percent (100%) of the tuition reimbursement and all subsequent tuition reimbursement payments received by employee.

If an employee voluntarily quits or their employment terminates "for cause" between eighteen (18) months and twenty-three (23) months after the completion of any reimbursed course, the employee shall immediately reimburse the Authority, without demand, by an amount equal to twenty percent (20%) of the tuition reimbursement and all subsequent tuition reimbursement payments received by employee.

If an employee voluntarily quits or their employment terminates "for cause" twenty-four (24) months after the completion of any reimbursed course, the employee will not be required to reimburse the Authority for any tuition reimbursement payments.

There are other terms that apply that are contained in the Tuition Assistance Agreement. An employee will not be reimbursed for incidental fees which include, by way of example and not limitation, laboratory fees, activity fees, and credit card fees.

CHAPTER 4 – TERMS AND CONDITIONS

ARTICLE 4.1 HOURS OF WORK

4.1.1 Work Schedules

Employees may work one of the blow schedules, subject to prior approval of the Department Head or designee. The available work schedules are described below:

a. 9/80 Schedule

Employees on a 9/80 schedule are scheduled to work eighty (80) hours over nine (9) days per biweekly pay period. Under the standard 9/80 schedule employees will work the following hours per day:

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

The workweek for 9/80 employees will begin and end four work hours into the employee's eight (8) hour day to accomplish a forty (40) hour workweek in compliance with the Fair Labor Standards Act (FLSA). Employees on a 9/80 schedule may not flex time on their eight-hour work day and may not switch their eight hour day or day off.

b. 5/40 Schedule

Employees on a 5/40 schedule are scheduled to work five (5) eight (8) hour days, Monday through Friday, per week, totaling forty (40) hours of work per week.

c. 4/10 Schedule

Employees on a 4/10 schedule are scheduled to work four (4) ten (10) hour days, Monday through Thursday, per week, totaling forty (40) hours of work per week.

4.1.2 Normal Work Hours

Employee work hours must include the Authority's core hours of operation of 9:00 am to 4:00 pm. Generally, employees on 9/80 schedules start at 9:00 am and end at 6:30 pm on Monday through Thursday, and end at 5:30 pm on Friday. Generally, employees on 5/40 schedules start at 7:30 am and end at 5:00 pm. Generally, employees on 4/10 schedules start at 8:00 am and end at 6:30 pm.

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

All applicable Federal and State regulations shall apply.

4.1.3 Exceptions

All employees shall be assigned to work shifts with regular starting and quitting times. Except in cases deemed to be an emergency by the Executive Director, employees will be given ten (10) business days

prior to any change in their work schedule. Employee requested revisions to assigned work shifts must be made in writing to the employees direct supervisory for consideration, assigned work shift changes should not be made more than once a year barring special circumstances.

4.1.4 Flextime

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

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

4.1.5 Part Time Employees

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

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

4.1.6 Voluntary Reduced Schedule and Workload

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

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

4.1.7 Meal Periods and Rest Breaks

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

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

ARTICLE 4.2 OVERTIME

4.2.1 Defined

Overtime is time worked:

1. Beyond the standard workday, or the employee's established work day, whichever is longer.
2. Beyond the standard work week or the employee's established work week, whichever is longer,
or
3. On holidays other than Saturday or Sunday.

4.2.2 Compensation

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

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

4.2.3 Required Authorization

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

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

4.2.4 Minimum Call Back

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

4.2.5 Overtime Scheduling

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

ARTICLE 4.3 REIMBURSEMENTS AND PROVIDED EQUIPMENT

4.3.1 Mileage

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

4.3.2 Coveralls and Clothing

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

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

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

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

4.3.3 Meal Allowance

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

ARTICLE 4.4 SAFETY COMMITTEE

4.4.1 Health and Safety Committee

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

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

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

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

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

4.4.2 Health and Safety

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

ARTICLE 4.5 CLASSIFICATION STUDIES

4.5.1 In General

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

4.5.2 Reclassification

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

ARTICLE 4.6 PERSONNEL FILES

4.6.1 In General

The original or a copy of all material that reflects on an employee or on an employee's performance shall be inserted in the employee's file within a reasonable period and the employee shall be notified

accordingly. The employee shall be provided with a reasonable amount of time to submit a rebuttal. Said file shall be available at all reasonable times for inspection by the employee and/or such person as the employee may authorize in writing.

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

ARTICLE 4.7 UTILIZATION OF EXTRA HIRE

4.7.1 In General

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

CHAPTER 5 - PROCEDURES

ARTICLE 5.1 GRIEVANCE PROCEDURES

5.1.1 Grievance Defined

- A. A grievance is defined as a claimed violation, misinterpretation, inequitable application or noncompliance with the provisions of:
 - 1. This MOU;
 - 2. Commission Resolutions;
 - 3. Authority Rules;
 - 4. Authority Regulations; Existing practices affecting the status or working conditions of Authority Employees;
- B. Appeals of Discipline, Appointment, Examination Appeals and Performance Evaluations are not grievable.
- C. Complaints of Discrimination, Harassment, and/or Retaliation are not grievable under this procedure; such complaints are governed by the procedure set forth in PMR 21 – Equal Employment Opportunity and Anti-Harassment.
- D. A grievance may be filed by the Union when claiming a violation within its scope of representation.
- E. If it is asserted that a grievance is outside the scope of procedures or definitions contained herein, such assertion shall be evaluated and ruled upon at each step. Such claim shall not halt the further processing of the grievance until Step 3 is reached. At Step 3, the arbitrator shall evaluate the assertion, and make a ruling prior to hearing the grievance on the merits, if necessary.

5.1.2 Who May File

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

5.1.3 Informal Grievance

Within ten (10) working days of the event giving rise to a grievance the grievant shall present the grievance informally for disposition by the immediate supervisor. If the immediate supervisor is the subject of the grievance, the grievant shall present the grievance to the next level supervisor. The supervisor will make a decision and convey the same to the grievant within ten (10) working days of being notified by the employee about the informal grievance.

Presentation of informal grievance shall be a prerequisite to the institution of a formal grievance. It is the intent of the parties that the grievant and supervisor will meet to informally discuss the grievance if reasonable.

5.1.4 Formal Grievance

If the grievant is not satisfied with the response to the informal grievance, he/she may initiate a formal grievance within ten (10) working days of the conveyance of the decision on the informal grievance. A formal grievance must be in writing and must be submitted to the Deputy Director on the required form. The form is attached as **Exhibit B** to this MOU.

Within fifteen (15) working days after a formal grievance is received by the Deputy Director, the Deputy Director or designee shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and issue a decision to the grievant in writing.

5.1.5 Step 1 Appeal of Decision on Formal Grievance

If the grievant is not satisfied with the Deputy Director's response to the formal grievance, he/she may, within not more than ten (10) working days from their receipt of the Deputy Director's decision, request consideration of the grievance by the Executive Director or designee by notifying the Deputy Director in writing. The grievant's written notification must include a clear statement as to the reason the grievant is dissatisfied with the result of the formal grievance.

Within fifteen (15) working days after receiving such notification, the Executive Director or designee shall initiate an investigation into the grievance, confer with the persons affected and their representatives to the extent he/she deems necessary, and, following the closure of any investigation, render a decision in writing. The decision of the Executive Director or designee shall be binding, unless appealed by the Union.

5.1.6 Step 2 Union Appeal of Executive Director Decision to Arbitration

If the Union is not satisfied with the Executive Director's decision on the grievance, the Union may, within not more than fifteen (15) working days from receipt of the Executive Director's decision, request final and binding arbitration of the grievance. The Union's request for arbitration must be in writing and submitted to the Deputy Director and Executive Director.

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

5.1.7 Mediation of Grievance

Prior to requesting final and binding arbitration, the Authority and the Union may elect to participate in mediation upon mutual agreement. A mediator from State Mediation and Conciliation Services will be utilized unless the parties mutually agree on an alternative mediator. All discussions in the mediation are confidential and may not be used in any subsequent hearing/arbitration or dispute resolution process. If the parties agree to participate in mediation, the timeframe for the Union to request arbitration shall be suspended until the working day after mediation is concluded. The cost of the mediator shall be split equally between the Authority and the Union.

5.1.8 Additional Procedures

1. Any time limit may be extended only by mutual agreement in writing.
2. An aggrieved employee may be represented by the Union and the representative is entitled to be present at all formal meetings, conferences, and hearings pertaining to the grievance.
3. All expenses of arbitration or mediation shall be shared equally by the Authority and the Union.
4. Failure on the part of the Authority or grievant/Union to appear before the arbitrator or mediator, without good cause, shall result in forfeiture of the case and the absent party will be responsible for payment of all costs of arbitration or mediation.
5. If at any step of the grievance procedure, either party deems the grievance to be outside the scope of the procedure or defined as herein contained, such determination shall not halt the procedure but the

matter will be referred to the next step until ultimately decided by the final step of the procedure as provided.

ARTICLE 5.2 REDUCTION-IN-FORCE

5.2.1 In General

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

5.2.2 Notice to Union and Employees

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

5.2.3 Alternatives to Lay-Offs

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

5.2.4 Voluntary Lay-Off

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

5.2.5 Severance Pay

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

5.2.6 Contracting Out

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

5.2.7 Order of Lay-Offs and Procedures

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

5.2.8 Restoration of Benefits

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

ARTICLE 5.3 DISCIPLINARY ACTION

5.3.1 In General

The Authority agrees to follow the principles of progressive discipline.

5.3.2 Pre-Disciplinary Due Process

All employees except for new hire probationary employees, are entitled to pre-disciplinary due process, including notification of proposed discipline and a right to respond prior to the imposition of discipline. The Authority will issue disciplinary decisions in writing to the employee.

5.3.3 Appeal of Discipline to Arbitration

In the event that the Authority imposes suspension, demotion or termination of an employee, the employee shall have the right to appeal the discipline to final and binding arbitration. Appeals of disciplinary action must be in writing and must be submitted to the Executive Director and Deputy Director within ten (10) working days of receipt of the written decision to discipline. Failure to appeal within that timeframe shall result in the forfeiture of appeal.

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

5.3.4 Mediation of Disciplinary Appeal

Prior to requesting final and binding arbitration, the Authority and the Union may elect to participate in mediation upon mutual agreement. A mediator from State Mediation and Conciliation Services will be utilized unless the parties mutually agree on an alternative mediator. All discussions in the mediation are confidential and may not be used in any subsequent hearing/arbitration or dispute resolution process. If the parties agree to participate in mediation, the timeframe for the Union to request arbitration shall be suspended until the working day after mediation is concluded. The cost of the mediator shall be split equally between the Authority and the Union.

CHAPTER 6 – UNION RIGHTS

ARTICLE 6.1 EMPLOYEE REPRESENTATIVES/STEWARDS

6.1.1 In General

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

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

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

6.1.2 Grievance Representation

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

6.1.3 Access to Bulletin Boards

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

ARTICLE 6.2 UNION DUES AND DEDUCTIONS

6.2.1 Union Responsibilities

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

6.2.2 Union Dues Deductions

- (a) Union dues shall (inclusive of COPE and other authorized deductions) shall only be deducted after the Union certifies to the Authority in writing that it has and will maintain the individual employee's authorization for such deduction.
- (b) The Authority shall deduct Union dues from employee earnings, beginning the first full pay period after the Authority receives written certification of the authorization. The Authority shall transmit such payments to the Union through electronic funds transfer no later than thirty (30) days after the deduction from employee earnings occurs.
- (c) In the event an employee communicates with the Authority regarding changes to Union Membership or dues, the Authority shall direct the employee to the Union.

(d) In the event the Union notifies the Authority of a change in dues deductions, the change will be effective no later than the second full pay period after the Authority receives notification of a change.

(e) The Union shall not provide the Authority a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

(f) The Union shall indemnify the Authority for any claims made regarding dues deductions.

6.2.3 Separation From Unit

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

ARTICLE 6.3 BARGAINING UNIT REPORT

6.3.1 Report

The Authority shall provide the Union with a Bargaining Unit Report (Report) on no less than a quarterly basis. The Report should be in the form of a Word document or Excel spreadsheet and should be sent to the Union by email in July, October, January, and April. The Report shall include the following bargaining unit personnel information for all employees covered by this MOU:

- Full Name
- Employee Number (if applicable)
- Job Title
- Department
- Dues Status (dues-paying or non-dues-paying)
- Base Wage Rate
- Work Location (where the member works, not just their mailing address)
- Work phone number
- Personal phone number
- Work E-mail
- Personal e-mail
- Home address

6.3.2 Protect Employees' Information from Third Parties

No bargaining unit personnel information will be provided to third parties except as required by and in accordance with State law. If a third party has requested bargaining unit personnel information, the Authority will endeavor to inform the Union of the request as soon as possible.

Employees who wish to maintain privacy regarding their personal contact information, may opt-out from having their personal phone number, personal e-mail address, and personal home address provided to the Union by notifying the Authority in writing.

ARTICLE 6.4 NEW HIRE ORIENTATION

6.4.1. Timing and Duration of Union Orientation

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

6.4.2. Release Time

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

6.4.3. Authority Access During Union Presentation

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

6.4.4. Notice of New Hire Orientation

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

CHAPTER 7 - MISCELLANEOUS PROVISION

ARTICLE 7.1 COMMUNICATION

7.1.1 In General

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

7.1.2 Labor Management Committee

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

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

7.1.3 Employment Opportunities

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

ARTICLE 7.2 CONTRACTING OUT

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

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




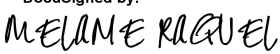




The notice to the Union shall include the projected cost of the proposed contract; the duration of the contract; whether the contract is for one-time or temporary need; the funding source of the proposed contract (when such information is available) and an explanation of the reason the proposed work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

ARTICLE 7.3 GOOD FAITH NEGOTIATION

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

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

FOR THE SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 1021:

DocuSigned by:  A5508E77C8D64C5...	6/17/2024
Monique Broussard, SEIU 1021 Negotiating Team	Date
DocuSigned by:  004028CAA80C4CF...	6/18/2024
Mia Cooper, SEIU 1021 Negotiating Team	Date
DocuSigned by:  BE3E88FE418148D...	6/13/2024
Ceena Ford, SEIU 1021 Negotiating Team	Date
DocuSigned by:  DGD57BF74A96405...	6/12/2024
Melanie Raquel, SEIU 1021 Negotiating Team	Date
DocuSigned by:  7B21CB4802CA451...	6/13/2024
Carrie Smith, SEIU 1021 Negotiating Team	Date
DocuSigned by:  03DBA348BAAB416...	6/12/2024
Joel Evans-Fudem, SEIU 1021 Chief Negotiator	Date
DocuSigned by:  4D5ACBB0405B4F7...	6/17/2024
Andrea Zanetti, SEIU 1021 Regional Director	Date
DocuSigned by:  35487423365A4D2...	6/12/2024
David Canham, SEIU 1021 Executive Director	Date

FOR THE HOUSING AUTHORITY OF THE COUNTY OF MARIN:

DocuSigned by:

Kimberly Carroll

40780E2DC91745C...

Kimberly Carroll, Executive Director

6/18/2024

Date

DocuSigned by:

Kim Dolan

74CD4CD205E34B2...

Kim Dolan, Chief Financial Officer (Interim)

6/21/2024

Date

Adrian Chorley, Director of Development & Comm. Engmt.

Date

DocuSigned by:

Anna Semenova

4977CA63BFD94F6...

Anna Semenova, Human Resources Coordinator

6/21/2024

Date

DocuSigned by:

Ashlyn Marquez

4E5F00789E1543C...

Ashlyn Marquez, Chief Negotiator

6/18/2024

Date

APPROVED:

HOUSING AUTHORITY BOARD OF COMMISSIONERS

Date

HOUSING AUTHORITY OF THE COUNTY OF MARIN

SALARY RANGES

		6%		May 1, 2024 - December 31, 2024					
<u>REPRESENTED EMPLOYEE</u>									
<u>CLERICAL</u>									
		0	1	2	3	4	5	6	
Administrative Assistant	Annual	52,953.07	55,600.73	58,380.76	61,299.80	64,364.79	67,583.03	70,962.18	
	Monthly	4,412.76	4,633.39	4,865.06	5,108.32	5,363.73	5,631.92	5,913.52	
	Hourly	25.46	26.73	28.07	29.47	30.94	32.49	34.12	
	Bi-weekly	2,036.66	2,138.49	2,245.41	2,357.68	2,475.57	2,599.35	2,729.31	
Office Specialist III	Annual	46,821.31	49,162.37	51,620.49	54,201.51	56,911.59	59,757.17	62,745.03	
	Monthly	3,901.78	4,096.86	4,301.71	4,516.79	4,742.63	4,979.76	5,228.75	
	Hourly	22.51	23.64	24.82	26.06	27.36	28.73	30.17	
	Bi-weekly	1,800.82	1,890.86	1,985.40	2,084.67	2,188.91	2,298.35	2,413.27	
Office Specialist II	Annual	42,514.32	44,640.04	46,872.04	49,215.64	51,676.43	54,260.25	56,973.26	
	Monthly	3,542.86	3,720.00	3,906.00	4,101.30	4,306.37	4,521.69	4,747.77	
	Hourly	20.44	21.46	22.53	23.66	24.84	26.09	27.39	
	Bi-weekly	1,635.17	1,716.92	1,802.77	1,892.91	1,987.55	2,086.93	2,191.28	
Administrative Services Coordinator	Annual	60,902.06	63,947.16	67,144.52	70,501.74	74,026.83	77,728.17	81,614.58	
	Monthly	5,075.17	5,328.93	5,595.38	5,875.15	6,168.90	6,477.35	6,801.22	
	Hourly	29.28	30.74	32.28	33.90	35.59	37.37	39.24	
	Bi-weekly	2,342.39	2,459.51	2,582.48	2,711.61	2,847.19	2,989.55	3,139.02	
<u>FINANCE</u>									
Accountant	Annual	68,866.88	72,310.22	75,925.73	79,722.02	83,708.12	87,893.52	92,288.20	
	Monthly	5,738.91	6,025.85	6,327.14	6,643.50	6,975.68	7,324.46	7,690.68	
	Hourly	33.11	34.76	36.50	38.33	40.24	42.26	44.37	
	Bi-weekly	2,648.73	2,781.16	2,920.22	3,066.23	3,219.54	3,380.52	3,549.55	
Accounting Specialist	Annual	57,537.48	60,414.36	63,435.08	66,606.83	69,937.17	73,434.03	77,105.73	
	Monthly	4,794.79	5,034.53	5,286.26	5,550.57	5,828.10	6,119.50	6,425.48	
	Hourly	27.66	29.05	30.50	32.02	33.62	35.30	37.07	
	Bi-weekly	2,212.98	2,323.63	2,439.81	2,561.80	2,689.89	2,824.39	2,965.61	
<u>TENANT RELATIONS</u>		0	1	2	3	4	5	6	
Program Lead	Annual	69,290.18	72,754.69	76,392.43	80,212.05	84,222.65	88,433.78	92,855.47	
	Monthly	5,774.18	6,062.89	6,366.04	6,684.34	7,018.55	7,369.48	7,737.96	
	Hourly	33.31	34.98	36.73	38.56	40.49	42.52	44.64	
	Bi-weekly	2,665.01	2,798.26	2,938.17	3,085.08	3,239.33	3,401.30	3,571.36	
Senior Lease Negotiator	Annual	65,946.38	69,243.70	72,705.89	76,341.18	80,158.24	84,166.15	88,374.46	
	Monthly	5,495.53	5,770.31	6,058.82	6,361.77	6,679.85	7,013.85	7,364.54	
	Hourly	31.70	33.29	34.95	36.70	38.54	40.46	42.49	

	Bi-weekly	2,536.40	2,663.22	2,796.38	2,936.20	3,083.01	3,237.16	3,399.02
Self-Sufficiency Program Coordinator	Annual	64,151.04	67,358.59	70,726.52	74,262.85	77,975.99	81,874.79	85,968.53
	Monthly	5,345.92	5,613.22	5,893.88	6,188.57	6,498.00	6,822.90	7,164.04
	Hourly	30.84	32.38	34.00	35.70	37.49	39.36	41.33
	Bi-weekly	2,467.35	2,590.72	2,720.25	2,856.26	2,999.08	3,149.03	3,306.48
Program Specialist	Annual	61,274.99	64,338.74	67,555.68	70,933.46	74,480.14	78,204.14	82,114.35
	Monthly	5,106.25	5,361.56	5,629.64	5,911.12	6,206.68	6,517.01	6,842.86
	Hourly	29.46	30.93	32.48	34.10	35.81	37.60	39.48
	Bi-weekly	2,356.73	2,474.57	2,598.30	2,728.21	2,864.62	3,007.85	3,158.24
Lease Negotiator/Inspector	Annual	60,428.25	63,449.66	66,622.14	69,953.25	73,450.91	77,123.46	80,979.63
	Monthly	5,035.69	5,287.47	5,551.85	5,829.44	6,120.91	6,426.95	6,748.30
	Hourly	29.05	30.50	32.03	33.63	35.31	37.08	38.93
	Bi-weekly	2,324.16	2,440.37	2,562.39	2,690.51	2,825.04	2,966.29	3,114.60
Self-Sufficiency Case Manager	Annual	54,272.65	56,986.29	59,835.60	62,827.38	65,968.75	69,267.19	72,730.55
	Monthly	4,522.72	4,748.86	4,986.30	5,235.62	5,497.40	5,772.27	6,060.88
	Hourly	26.09	27.40	28.77	30.21	31.72	33.30	34.97
	Bi-weekly	2,087.41	2,191.78	2,301.37	2,416.44	2,537.26	2,664.12	2,797.33
Housing Case Manager	Annual	54,223.27	56,934.43	59,781.15	62,770.21	65,908.72	69,204.16	72,664.37
	Monthly	4,518.61	4,744.54	4,981.76	5,230.85	5,492.39	5,767.01	6,055.36
	Hourly	26.07	27.37	28.74	30.18	31.69	33.27	34.93
	Bi-weekly	2,085.51	2,189.79	2,299.28	2,414.24	2,534.95	2,661.70	2,794.78
Service Coordinator	Annual	53,057.46	55,710.33	58,495.85	61,420.64	64,491.68	67,716.26	71,102.07
	Monthly	4,421.46	4,642.53	4,874.65	5,118.39	5,374.31	5,643.02	5,925.17
	Hourly	25.51	26.78	28.12	29.53	31.01	32.56	34.18
	Bi-weekly	2,040.67	2,142.71	2,249.84	2,362.33	2,480.45	2,604.47	2,734.70
Intake and Assessment Coordinator	Annual	52,909.31	55,554.77	58,332.51	61,249.14	64,311.60	67,527.18	70,903.53
	Monthly	4,409.11	4,629.56	4,861.04	5,104.09	5,359.30	5,627.26	5,908.63
	Hourly	25.44	26.71	28.04	29.45	30.92	32.46	34.09
	Bi-weekly	2,034.97	2,136.72	2,243.56	2,355.74	2,473.52	2,597.20	2,727.06
Housing Eligibility Worker	Annual	49,171.79	51,630.38	54,211.90	56,922.49	59,768.62	62,757.05	65,894.90
	Monthly	4,097.65	4,302.53	4,517.66	4,743.54	4,980.72	5,229.75	5,491.24
	Hourly	23.64	24.82	26.06	27.37	28.73	30.17	31.68
	Bi-weekly	1,891.22	1,985.78	2,085.07	2,189.33	2,298.79	2,413.73	2,534.42
Resident Manager	Annual	-	-	-	-	23,979.48	25,178.46	26,437.38
	Monthly					1,998.29	2,098.20	2,203.12
	Hourly					11.53	12.71	12.71
	Bi-weekly					922.29	968.40	1,016.82
OTHER		<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Shelter Plus Care Program Coordinator	Annual	69,290.18	72,754.69	76,392.43	80,212.05	84,222.65	88,433.78	92,855.47
	Monthly	5,774.18	6,062.89	6,366.04	6,684.34	7,018.55	7,369.48	7,737.96
	Hourly	33.31	34.98	36.73	38.56	40.49	42.52	44.64
	Bi-weekly	2,665.01	2,798.26	2,938.17	3,085.08	3,239.33	3,401.30	3,571.36

Shelter Plus Care Case Man	Annual	62,150.93	65,258.48	68,521.40	71,947.47	75,544.84	79,322.09	83,288.19
	Monthly	5,179.24	5,438.21	5,710.12	5,995.62	6,295.40	6,610.17	6,940.68
	Hourly	29.88	31.37	32.94	34.59	36.32	38.14	40.04
	Bi-weekly	2,390.42	2,509.94	2,635.44	2,767.21	2,905.57	3,050.85	3,203.39
Housing Locator	Annual	62,150.93	65,258.48	68,521.40	71,947.47	75,544.84	79,322.09	83,288.19
	Monthly	5,179.24	5,438.21	5,710.12	5,995.62	6,295.40	6,610.17	6,940.68
	Hourly	29.88	31.37	32.94	34.59	36.32	38.14	40.04
	Bi-weekly	2,390.42	2,509.94	2,635.44	2,767.21	2,905.57	3,050.85	3,203.39
<u>MAINTENANCE</u>		<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Maintenance Services Coordi	Annual	64,151.04	67,358.59	70,726.52	74,262.85	77,975.99	81,874.79	85,968.53
	Monthly	5,345.92	5,613.22	5,893.88	6,188.57	6,498.00	6,822.90	7,164.04
	Hourly	30.84	32.38	34.00	35.70	37.49	39.36	41.33
	Bi-weekly	2,467.35	2,590.72	2,720.25	2,856.26	2,999.08	3,149.03	3,306.48
Maintenance Specialist	Annual	-	61,245.83	64,308.12	67,523.53	70,899.71	74,444.69	78,166.93
	Monthly	0	5,103.82	5,359.01	5,626.96	5,908.31	6,203.72	6,513.91
	Hourly	0	29.45	30.92	32.46	34.09	35.79	37.58
	Bi-weekly	0	2,355.61	2,473.39	2,597.06	2,726.91	2,863.26	3,006.42
Maintenance Worker II	Annual	54,179.50	56,888.48	59,732.90	62,719.55	65,855.53	69,148.30	72,605.72
	Monthly	4,514.96	4,740.71	4,977.74	5,226.63	5,487.96	5,762.36	6,050.48
	Hourly	26.05	27.35	28.72	30.15	31.66	33.24	34.91
	Bi-weekly	2,083.83	2,188.02	2,297.42	2,412.29	2,532.90	2,659.55	2,792.53
Maintenance-On Call	Annual	51,599.52	54,179.49	56,888.47	59,732.89	62,719.54	65,855.51	69,148.29
	Monthly	4,299.96	4,514.96	4,740.71	4,977.74	5,226.63	5,487.96	5,762.36
	Hourly	24.81	26.05	27.35	28.72	30.15	31.66	33.24
	Bi-weekly	1,984.60	2,083.83	2,188.02	2,297.42	2,412.29	2,532.90	2,659.55
Maintenance Worker I	Annual	46,704.46	49,039.69	51,491.67	54,066.26	56,769.57	59,608.05	62,588.45
	Monthly	3,892.04	4,086.64	4,290.97	4,505.52	4,730.80	4,967.34	5,215.70
	Hourly	22.45	23.58	24.76	25.99	27.29	28.66	30.09
	Bi-weekly	1,796.33	1,886.14	1,980.45	2,079.47	2,183.44	2,292.62	2,407.25
<u>REHAB</u>		<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Home Ownership Programs Specialist	Annual	70,881.57	74,425.65	78,146.93	82,054.28	86,156.99	90,464.84	94,988.08
	Monthly	5,906.80	6,202.14	6,512.24	6,837.86	7,179.75	7,538.74	7,915.67
	Hourly	34.08	35.78	37.57	39.45	41.42	43.49	45.67
	Bi-weekly	2,726.21	2,862.52	3,005.65	3,155.93	3,313.73	3,479.42	3,653.39
<u>REHAB</u>								
Home Ownership Program Services Coordinator	Annual	56,705.31	59,540.58	62,517.61	65,643.49	68,925.66	72,371.94	75,990.54
	Monthly	4,725.44	4,961.71	5,209.80	5,470.29	5,743.80	6,031.00	6,332.55
	Hourly	27.26	28.63	30.06	31.56	33.14	34.79	36.53
	Bi-weekly	2,180.97	2,290.02	2,404.52	2,524.75	2,650.99	2,783.54	2,922.71

Exhibit B

Housing Authority of the County of Marin
Employee Grievance Form
Human Resources Department
(SEIU represented employees only)

Grievance No. _____ (HR USE ONLY)
(See SEIU 1021 2008 – 2010 Collective Bargaining Agreement Grievance Procedure)

Name & address of grievant: _____

Classification title of grievant: _____

Name of supervisor: _____ Date of informal discussion: _____

Department(s) and date grievance occurred: _____

Organization representing grievant: _____

Name of organization and representative: _____

Address/phone of organization: _____

Statement of grievance: _____

Contract, rule, regulation, ordinance, etc. violated: _____

Proposed solution to resolve grievance: _____

Signature of grievant: _____ Date: _____

Signature of Representative: _____ Date: _____