

**MEMORANDUM OF UNDERSTANDING**

**between**



Oakland Housing  
Authority

**THE HOUSING AUTHORITY OF THE CITY OF OAKLAND,  
CALIFORNIA**

**and**



**SERVICE EMPLOYEES' INTERNATIONAL UNION**

**LOCAL 1021**

**Maintenance Unit**



**July 1, 2022 – June 30, 2025**

July 1, 2022 – June 30, 2025 MOU

OHA Local 1021 Maintenance Unit

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**MEMORANDUM OF UNDERSTANDING**

**OAKLAND HOUSING AUTHORITY ■ SEIU, LOCAL 1021**

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**MEMORANDUM OF UNDERSTANDING**  
**between**  
**THE HOUSING AUTHORITY of the CITY OF OAKLAND, CALIFORNIA**  
**and**  
**SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 1021**

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This Memorandum of Understanding is entered into this 1st day of July 2019 by and between the Housing Authority of the City of Oakland, hereinafter referred to as the "Authority," and the Service Employees' International Union, Local 1021, hereinafter referred to as the "Union," and both hereinafter referred to as the "parties."

**SECTION I ■ RECOGNITION**

The Authority recognizes the Service Employees International Union Local 1021 Maintenance Unit (formerly Local 1877) as the exclusive employee organization for all persons employed in the classifications as listed in Appendix A. Both parties agree that Government Code 3500 (Meyers-Milias-Brown Act) is applicable to this Memorandum of Understanding.

**SECTION II ■ NO DISCRIMINATION**

The Authority and the Union agree that they shall not discriminate against any employee or applicant for employment on account of race, color, political or religious creed, sexual orientation, age, national origin, marital or veteran status, or other protected categories under the law.

The Authority agrees not to discriminate against any employee because of membership in, or activities on behalf of, the Union. Union activities shall not interfere with the normal operations of the Authority.

The Authority is committed to providing employees with a workplace free of sexual harassment.

**SECTION III ■ UNION RIGHTS**

A. Service

The Union recognizes its obligation to cooperate with the Authority to assure maximum service of the highest quality and efficiency.

B. Lists

The Authority shall supply the Union with a list of names and classifications of new employees,

and the names of any employees terminated, such notice to be furnished not later than the 10th of the following month.

C. Payroll Deductions

The Authority will honor written assignments of wages to the Union for the payment of Union initiation fees, dues or service fees, and the Committee on Political Education (COPE), provided such assignments are voluntarily entered into, and will promptly remit the monies deducted pursuant to such assignments, with a written statement of the names of employees for whom deductions were made. Deductions for Union dues, service fees or COPE shall be made from the first pay period of each month payable to the Union on or before the 26th of the same month. The Authority shall indicate on the deduction list any employee not in paid status at the time of the deduction.

D. Shop Stewards

The Union may designate up to three (3) shop stewards who shall be allowed reasonable time from the performance of their regular duties during working hours without loss of pay, subject to prior approval by the immediate supervisor, to process grievances and other related matters. The Union shall provide a current list of shop stewards regularly updated to the Authority. The Authority shall not unreasonably deny approval of time to perform duties under this Section.

Shop stewards are mutually recognized to be agents of the Union, and are fully empowered to submit and process grievances, pursuant to Section XI, except that only the Union Business Agent shall authorize the submission to arbitration.

E. Presence of Shop Stewards at Meetings

A shop steward or paid representative of the Union may, at the request of an employee, be present at any meeting between the Authority and the affected employee from which disciplinary action is likely to result.

It is recognized that the Authority also must be able to hold meetings that are fact-finding in nature and investigate situations that arise without the presence of a shop steward or a paid Union representative. Should a fact-finding or investigatory meeting develop, in the opinion of the Authority, into a meeting from which disciplinary action is likely to result, the Authority will state this to the employee. At that point, the employee may request the presence of a shop steward or paid representative of the Union.

F. Schedule of Payments to the Union

Deductions for Union dues or service fees shall be made from the first pay period of each month payable to the Union on or before the 26th of the same month. The Authority shall indicate on

the deduction list any employee not in paid status at the time of the deduction.

G. Access to Employees

Upon receiving permission of the Assistant Director or Department Director, duly authorized representatives of the Union shall be permitted to enter buildings in which employees of the Authority are working, to transact Union business, provided that such a visit does not unnecessarily cause the interruption of work. Permission shall not be unreasonably denied.

H. Bulletin Boards

The Authority shall provide one bulletin board in the Service Center, Service Annex, East District Office and West District Office which will be accessible to all of its employees at all times for the purposes of posting notices of official business of the Union. The Union agrees that it will not distribute handbills, posters, or other literature within the buildings of the Authority. The Authority will provide a receptacle at or near each bulletin board for official business.

I. Joint Employer-Employee Relations Committee

The parties agree to establish two joint Employer-Employee Relations Committees for the purpose of exchanging issues of common interest. One committee shall be dedicated to issues related to bargaining unit employees in Property Operations, and the other shall be dedicated to issues related to Leased Housing.

Each committee shall meet on a quarterly basis, unless cancelled based upon mutual agreement by the parties. The Employee and Labor Relations Manager (ELRM) will be responsible for scheduling all meetings.

A written agenda shall be required before the scheduling of each meeting. The ELRM will also be responsible for coordinating an agenda for the meeting via communication with the union Business representative and Chapter President or their designee, and the management teams of Property Operations and Leased Housing.

The ELRM, Union Business representative, Chapter President and department director shall attend each meeting unless they designate someone to attend in their place. Dependent upon the agenda for the meeting, both the Union and the management team shall each select a maximum of three additional attendees for the meeting.

The parties agree that these meetings do not constitute meet and confer sessions.

J. Conference Room for Meetings

At the request of the Union, the Department Director or his/her designee may provide the Union with a conference room, provided time, availability and staffing permit, for the purpose of holding meetings during off-duty hours. The Union shall give timely advance notice of such requests.

K. Advance Notice

The Authority shall, except in cases of emergency, give the Union reasonable written notice of any ordinance, rule, resolution or regulation directly related to matters within the scope of representation proposed to be adopted by the Authority, and shall give the Union the opportunity to meet with Authority representatives.

L. New Hires

The Authority will provide the exclusive representative the right to meet with new hires during the Authority's new hire orientation process.

If the Union cannot attend the Authority's new hire orientation process, the Authority agrees that the Union shall be provided mandatory access to all newly hired employees in person, or virtual on-boarding meeting, as small as one individual, within the first seven (7) calendar days from date of hire during regular working hours and onsite. The employee shall not lose any compensation for this meeting. The Authority shall provide a minimum of a ten (10) calendar day notice, whenever possible, to the Union when a new hire has been issued their start date. The attending Union representative shall attend without loss of compensation. Union Designee(s), including but not limited to, Union representative, officers, stewards, and members, shall conduct these meetings. The Union will provide to the Employer the names of the Union representatives that will be designee(s) for the new hire orientations.

The Authority will also provide the exclusive representative the names(s) of the new hire(s), their classifications, work locations, contact information (address, telephone, number(s), email address(s), and job assignments to include title and department of the employee. The Authority will also provide this information for all employees working in bargaining unit classifications every one-hundred and twenty (120) days.

The Chapter President shall be notified on all communications between the Authority and the Union.

M. Weingarten Rights

The Supreme Court has ruled that an employee is entitled to have a Union representative present during any interview which may result in discipline. These are called your Weingarten Rights.



1. You must request that a Union representative be called into the meeting.
2. You must have a reasonable belief that discipline will result from the meeting.
3. You have the right to know the subject of the meeting and the right to consult your Union representative prior to that meeting to get advice.

Do not refuse to attend a meeting if a steward is requested but denied. The Union suggests you attend the meeting and repeatedly insist upon your right to have a Union representative present. If this fails, the Union suggests that you not answer any questions and take notes.

#### **SECTION IV ■ SENIORITY DEFINED**

Seniority shall be defined as the employee's length of service with the Authority, calculated from the date of appointment to a regular position within the Authority. Seniority shall accrue so long as an employee serves in full pay status. Periods of approved leave with pay (e.g., vacation, sick leave) shall not interrupt seniority. No seniority shall accrue during any period of approved leave without pay, but such leave without pay shall not constitute an interruption of seniority. In the case of an employee on leave without pay, due to an industrial injury, seniority shall accrue for only up to one (1) year. In the case of an employee on leave without pay, due to personal injury or illness, seniority shall accrue up to ninety (90) days.

#### **SECTION V ■ PERSONNEL PROVISIONS**

##### **A. Employment Definitions**

###### Regular Employees

A regular employee is an employee who has been appointed to a regular budgeted position and has completed an initial probationary period.

###### Regular Probationary Employee

An employee who has been appointed to a regular or project position and who has not completed the required probationary period.

###### Temporary Agency Staffing

Temporary Agency Staff (“Temps”) are not employees of the Authority. Temps are employed by a third party vendor, and assigned work on an as needed basis. Temps are not benefitted, and may be released from their assignments at any time.

The Authority shall provide the Union Business Representative and/or a representative of his/her choosing with a monthly Temp status report notice via e-mail. This notice shall contain the name, department, and assignment dates any Temps that are performing bargaining unit work. This

report shall be provided by the 10<sup>th</sup> day of each month.

In the event that a temp assignment must be extended beyond six (6) months, The Authority will notify the union within ten (10) business days of any such extension, and the reason for the extension, via e-mail.

#### Project Employees

A project employee is an employee whose position is funded by a special grant, through contract arrangements with other agencies, or temporarily funded by regular funds for a specific duration of time. Project employments shall not exceed a duration of twelve (12) months without specific justification approved by the Director of Human Resources. Upon approval of such justification, the Human Resources department will notify the Union of the project employment extension. Upon request from the Union, the Authority agrees to meet and discuss the impact of the extension on bargaining unit work.

#### Provisional Employees

A provisional employee is an employee who has been appointed to a regular budgeted position, pending the establishment of a list of qualifiers. Provisional hires can only be made during an active recruitment. Provisional appointments may be granted for a period of up to six months. The time served in a provisional appointment is not counted toward the probationary period. Provisional employees who wish to obtain regular employment must apply through the regular selection process.

The Authority shall not use paid or unpaid volunteers such as temporary agency employees, Project employees or Provisional employees to displace Bargaining Unit employees. The Authority shall not keep a budgeted position open for the purpose of reducing the number of budgeted positions.

Each month, the Authority will supply the Union a report, by department and work locations, of vacant budgeted positions.

In the event that a regularly budgeted position becomes vacant, the Authority will begin the hiring process within the six (6) months of the start of the vacancy. If management is not able to complete the hiring process within the six (6) month period, upon request, a meet and confer shall take place to discuss hiring issues. Job requisitions will be posted no later than three (3) months after the position becomes vacant.

No temporary or provisional employee backfilling a regularly budgeted position shall regularly exceed six (6) months of temporary employment in any bargaining unit classification. In the event that a project employment is needed to extend beyond six (6) months, the Authority will notify the union of the reasoning behind this need and meet and confer on this extension.

**B. Probationary Period**

Persons who are employed by the Authority in the classifications, which comprise this negotiating unit, shall serve a probationary period of six (6) months. During that period, the work of the probationary employee shall be monitored by his/her supervisor.

If permanent status is recommended and approved, the employee shall attain permanent status after completion of six (6) months of service. If permanent status is not recommended, the Authority may offer an extension of the probationary period up to six (6) months, in lieu of termination. Timely notification of extensions to the probationary period shall be provided to the Union.

Employees who hold permanent status may be placed on probation in lieu of termination if their job performance is unsatisfactory, either partially or totally. The probationary period may be set from thirty (30) to ninety (90) days. The employee is expected to improve his/her performance and/or rectify his/her conduct within the prescribed time frame. Failure to do so will result in the employee's dismissal.

At any time during the probationary period, a probationary employee may be separated from the Authority's service, without any right to a grievance hearing or an appeal.

**C. Temporary Employees**

An employee who is in a temporary position holds temporary status. A temporary position may also be a project position which is funded by a special grant or other special funds, or temporarily funded by regular funds for a specific duration. A temporary appointment may be terminated at any time, without the Authority stating a reason for the termination. Temporary employee shall be exempt from the Agency Shop provision of the MOU.

It is the intent of the Authority that temporary appointments shall not exceed six (6) months. The Authority shall not attempt to extend the six (6) month period by replacing or exchanging temporary agency employees.

The Authority shall provide the Union Field Representative and Chapter President with a monthly Notice of Temporary Employee Status Report by department, date of hire position, the reason, and expected duration of the temporary assignment. Such report shall be provided by the 10<sup>th</sup> of the month.

In the event a temporary assignment is expected to exceed six (6) months, and at the Union's request, the Authority and the Union will meet and confer over the reason for the expected extension of the temporary assignment.

Management will make every effort to hire a permanent employee in a vacant bargaining position within six (6) months.

D. Postings

The Authority shall post at the primary sites all advertised vacant or new positions at the Authority. In addition, all notices of vacancies that would and/or could allow for upgrading or promotional opportunities to bargaining unit employees shall be posted not less than ten (10) workdays prior to the closing date. Applications may be requested from the immediate supervisor and such application forms will be made available. All bargaining unit employees who meet the minimum requirements and who apply for promotional or upgrade positions in the bargaining unit shall be interviewed and be given preference according to seniority in filling the vacancy prior to going beyond the bargaining unit to fill such positions. If a promoted employee is not retained at the promotional level, s/he shall be reinstated to his/her prior position.

2. Maintenance Mechanic Posting

The Maintenance Mechanic positions will be internally posted in order for current Local 1021 members to apply for vacant Maintenance Mechanic positions.

Vacant Maintenance Mechanic positions will be internally posted and externally advertised. Only current non-probationary, non-temporary employees of the Authority shall be considered internal candidates. Promotional probationary employees shall also be considered as internal candidates and be eligible to apply for the Maintenance Mechanic position.

The Authority will, to the extent feasible, select a Local 1021 member to the Maintenance Mechanic position. However, if the Authority does not identify an internal candidate, the Authority will select an external candidate to the Maintenance Mechanic position.

If an internal candidate is selected for the Maintenance Mechanic position, he/she will serve a six (6) month probationary period. If the employee does not successfully pass the probationary period, he/she may be returned to his/her previous position, or to a position of comparable status at the same salary level held prior to the promotion.

In order to provide career development, the Authority shall provide practical/hands-on Maintenance Mechanic training for interested Local 1021 members no less than twice per year. The initial training shall be provided no later than 120 days after union contract ratification and Authority Board approval.

E. Workload

While a position remains vacant, other employees in the work unit shall not be assigned unreasonable workloads.

Within thirty (30) days of the signing of this contract, the Authority shall begin the process to procure a third-party vendor to perform a workload assessment of all bargaining unit positions. The Union Business Representative, and Local 1021 Chapter President shall participate on the Request for Proposal Evaluation Panel. This assessment shall not directly result in any progressive disciplinary action.

Once this assessment is complete, the Authority shall meet and confer with the Union on workload standards for each position, including but not limited to unsatisfactory, satisfactory, and excessive workloads.

Workloads may be impacted by numerous factors, which may include seasonality, surge periods, staff shortages, increased demands, process improvements and efficiencies, or shifting priorities. Fluctuations in workload are normal and acceptable as long as they do not become excessive as is defined during the above mentioned meet and confer process.

Until such time as this assessment is completed:

1. If an employee feels as if they cannot complete their workload, or if their workload is disproportionate to a similarly situated co-worker, the employee may request a meeting with their supervisor to discuss the topic. In order to have a productive discussion, the employee should come prepared to speak about why they feel the workload is unable to be completed, or disproportionate.
2. If the employee and the manager are unable to resolve the issue, the Authority agrees that the Union may request to meet and confer with the department Assistant Director and/or Director on the issue.
3. If a resolution is not reached at the Director level, a meet and confer may be requested with the Human Resources Director.

F. Layoffs

1. 60-Day Minimum Notice

The Authority shall notify the Union in writing at least sixty (60) days before the elimination and reduction of OHA service which has an impact on bargaining unit members' wages, hours or working conditions. The parties shall begin to meet and confer concerning all issues relevant to the scope of representation within fifteen (15) working days of a request to meet and confer by the Union. Pursuant to this process, upon the request of the Union, the Authority will

expeditiously provide in writing, all existing information concerning such a proposed service change.

2. 40-Day Minimum Notice

Any employee whose position is to be eliminated for any reason, including but not limited to lack of funds or lack of work shall be notified, in writing, with as much advance notice as possible but not less than forty (40) days prior to the effective date of the layoff, with the exception that if a special grant or special funding is unexpectedly terminated, the OHA shall provide notice to both the Union and the employee within ten (10) days of the Authority becoming aware of the grant or fund elimination.

3. Request to Meet & Confer

Prior to any layoff, the Authority shall meet and confer upon the written request of the Union after receipt of a copy of the notice specified above, to consider any proposal(s) advanced as an alternative to layoff and/or on the impact of such layoff.

4. Minimum Notice for Displacement.

The Authority will provide no fewer than ten (10) business days' notice to employees who are subject to displacement due to layoffs.

5. Continuation of Benefits:

In the event that the Authority deems it necessary to perform layoffs, the Authority agrees to meet and confer regarding temporary continuation of benefits and severance pay. Project and Temporary employees performing bargaining unit work shall be laid off before regular employees.

6. Seniority Bumping Rights:

An employee with greater Authority seniority may bump an employee with less seniority in the same classification, or in a lower classification in the same classification series. A temporary or project employee may not bump a regular permanent employee regardless of higher seniority.

7. Reinstatement List

A reinstatement list shall be established for employees affected by layoff. Such reinstatement lists shall be utilized before any lists of qualifiers and shall be in effect for twenty-four (24) months from the date of layoff. Employees shall be recalled from the reinstatement list and shall be returned to the classification they held at the time of the layoff in inverse order of Authority seniority. Employees shall retain their seniority as of the effective date of the layoff if they are re-employed by the Authority within twenty-four (24) months from the date of the layoff.

8. Recall from Layoff

On recall from layoff, the employee shall be returned to the classification they held at the time of layoff. If the classification that the employee was laid off from is not available upon time of

reinstatement they shall be reinstated in a classification that is as nearly comparable under the circumstances, including closely related lower classifications when vacant, and the employee has the required skills and qualification. Employees who are reinstated to a position in a lower salary range shall be paid at the Salary step closest to their previous rate without being less than the previous rate. If the employee's previous rate is higher than the maximum of the reinstatement position, the employee will be paid at the highest step of the reinstatement position.

9. Reversionary Rights

In the event that an employee is reinstated from layoff to a lower classification, the employee shall have reversionary rights to their previous classification for twenty-four (24) months after the date of reinstatement if the position becomes vacant during this 24 month time period.

G. Attendance

An attendance record reflecting excessive and/or unacceptable absenteeism, which adversely affects the operations of the department, may be grounds for disciplinary action up to and including termination. An acceptable attendance record is required of each employee and shall be one basis for employee performance evaluations.

H. Outside Employment

Full-time employees shall not be employed, work in, or be engaged in any job or activity which might be or appear to be a conflict of interest with his/her Authority employment in any way.

It shall be the responsibility of the employee to advise the Director of Human Resources of any outside employment that conflicts with Authority employment. This information shall be considered confidential in nature.

No employee shall be engaged in any outside job, nor shall they be engaged in any non-job related activity without prior approval during the employee's regularly scheduled hours of work.

I. I.D. Badges

The Authority shall provide identification badges, at no cost to the employee.

J. Health and Safety Practices

The Authority and the Union agree that health and safety are mutual concerns. The Authority recognizes its responsibility to promote safety standards on the job. Accordingly, the Authority will provide on-the-job safety training, as it deems appropriate. The Union shall encourage its membership to fully participate and support all safety training provided

by the Authority. Each employee shall be required to fully comply with Authority safety standards, rules and regulations.

The Authority will include one (1) employee from each bargaining unit, selected by the Union, to be a member in full standing on the Safety Committee as described in the "Injury and Illness Prevention Plan and Safety Manual," which will meet on a quarterly basis. Business representatives from each Union may attend the meeting and provide input and recommendations.

The Authority's safety policy will be consistent with Federal and State safety regulations.

The Authority will provide personal protective equipment (PPE) as required by law. This equipment will be kept in good repair and will be replaced if damaged or unserviceable.

The Authority will provide annual mandatory training in the de-escalation of abusive and potentially violent situations.

The Authority will provide annual training on how to handle unsecured dogs as a potential hazard in the field. This training shall be mandatory for bargaining unit members.

K. Tools

The Authority will provide each employee with the necessary tools to perform the essential functions of their position. If it is determined that tools are lost by an employee due to carelessness the employee will have an opportunity to pay for the cost to replace the tools within thirty (30) days or the employee will be disciplined. In addition, the Authority will make available to employees those tools that are necessary to perform specialized assignments.

The Authority will make every reasonable effort to exchange worn or defective tools. Employees will make every reasonable effort to secure tools at the work site and on assigned vehicles.

L. Personnel Files

Upon request employees shall be permitted access to their personnel file and will be allowed to make copies of any item therein. Upon request, letters of reprimand/discipline shall be purged from the official personnel file after a period of two (2) years from the date of the letter(s) of reprimand/discipline if there are no additional, similar or like written incidents resulting in a reprimand/disciplinary action during that two-year period with the exception of matters where disciplinary action resulted from a statutory violation.



M. Reassignment

Reassignment is defined as a lateral movement within the same classification. Supervisors who desire to reassign an employee within the same department may do so with the department director's written approval. Any reassignment that would result in a change of work location or department will require written approval from the Director of Human Resources.

The Authority agrees to the following reassignment processes:

1. In the event that a reassignment is an operational necessity, the Authority will notify all employees in the appropriate classification that a reassignment is needed. Employees will be given 72 hours to notify the Authority that they are interested in being reassigned. If more than one person volunteers for the reassignment, the employee with the most seniority shall be reassigned. If no employees volunteer, the least senior employee will be reassigned.
2. In the event that a department director assesses the need for reassignments due to professional development or to balance team staffing, the Authority reserves the right to issue reassignment without consideration of seniority. In the event the employee or Union feels as if reassignment of this nature is done unfairly, the employee or Union may contact the department of Human Resources and request a review of the reassignment. The Director of Human Resources or their designee shall meet with both parties to discuss and resolve the issue.
3. The Union Field Representative, Chapter President, and employee(s) will be given two (2) weeks' notice prior to the effective date of any reassignment and will be advised of the reason(s) for the reassignment. The Union or employee may request to discuss the reasons for the reassignment and any impacts on the bargaining unit.
4. Employees who are on probation or have been reassigned within the past 24 months shall not be subject to reassignment.

Reassignments shall not be used as a form of discipline.

N. Workload

While a position remains vacant, other employees in the work unit shall not be assigned unreasonable workloads.

Within thirty (30) days of the signing of this contract, the Authority shall begin the process to procure a third party vendor to perform a workload assessment of all bargaining unit positions. The Union Business Representative, and Local 1021 Chapter President shall participate on the

Request for Proposal Evaluation Panel. This assessment shall not directly result in any progressive disciplinary action.

Once this assessment is complete, the Authority shall meet and confer with the Union on workload standards for each position, including but not limited to unsatisfactory, satisfactory, and excessive workloads.

Workloads may be impacted by numerous factors, which may include seasonality, surge periods, staff shortages, increased demands, process improvements and efficiencies, or shifting priorities. Fluctuations in workload are normal and acceptable as long as they do not become excessive as is defined during the above mentioned meet and confer process.

Until such time as this assessment is completed:

1. If an employee feels as if they cannot complete their workload, or if their workload is disproportionate to a similarly situated co-worker, the employee may request a meeting with their supervisor to discuss the topic. In order to have a productive discussion, the employee should come prepared to speak about why they feel the workload is unable to be completed, or disproportionate.
2. If the employee and the manager are unable to resolve the issue, the Authority agrees that the Union may request to meet and confer with the department Assistant Director and/or Director on the issue.
3. If a resolution is not reached at the Director level, a meet and confer may be requested with the Human Resources Director.

## SECTION VI ■ HOLIDAYS

### A. Days Observed as Paid Holidays

The following days shall be observed as paid holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	President's Birthday
Last Monday in March	Cesar Chavez's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
June 19	Juneteenth
First Monday in September	Labor Day
September 9	Admission Day

November 11  
 Fourth Thursday in November  
 Fourth Friday in November  
 December 25

Veteran's Day  
 Thanksgiving Day  
 Friday After Thanksgiving  
 Christmas Day

Also, each employee shall be entitled to one-half (½) day off on the last scheduled workday prior to Christmas Day and on the last scheduled workday prior to New Year's Day. In addition, Columbus Day (second Monday in October) shall be a floating holiday. The Authority will remain open for business on this day. Each year on Columbus Day, employees shall earn a floating holiday, which must be used by employees within one calendar year of that date. Use of the floating holiday shall be subject to advance approval from the Department Director and to operational needs. Approval shall not be unreasonably withheld.

If an employee separates from service before having used his/her floating holiday, such holiday shall be compensated in cash at a straight time rate.

Holidays falling on Sunday shall be observed on Monday. Holidays falling on Saturday shall be observed either on the preceding Friday or subsequent Monday at the option of the Authority. In the event any of the holidays listed in above fall on the Flex Friday, the previous working day will be observed as the holiday.

**B. Eligibility for Holiday Pay**

To be eligible for holiday pay, an employee must be in full-paid status the scheduled work day before and the scheduled workday after the holiday. Holidays shall be considered as days worked for the purpose of computing overtime.

**SECTION VII ■ VACATIONS**

**A. Allotment**

Employees shall be allowed to take vacations according to the following schedule, subject to the approval of the Department Director, the time of which shall be determined with due regard to the employee's wishes and particular regard for department needs; provided, however, that no employee shall take vacation leave before such leave has been earned. An employee shall be eligible to take vacation after having been employed by the Authority for a period of six (6) months. The employee will then be allowed to take the amount of vacation accrued, except that vacation taken shall normally not exceed the amount of vacation due such employee based on the employee's tenure with the Authority, as follows:

Full-Time Employee Vacation Accrual Rates:

MOU July 1, 2022 – June 30, 2025

OHA Local 1021 Maintenance Unit

1. Commencement of Zero (0) to Three (3) years of service, vacation shall accrue at the rate of 80 hours annually (~3.075 hours per pay period) – 2 weeks
2. Commencement of Four (4) years of service through Nine (9) years of service, vacation shall accrue at the rate of 120 hours annually (~4.615 hours per pay period) – 3 weeks
3. Commencement of Ten (10) years of service to Fifteen (15) years of service, vacation shall accrue at the rate of 160 hours annually (~6.154 hours per pay period) – 4 weeks
4. Completion of Sixteen (16) plus years of service, vacation shall accrue at the rate of 200 hours annually (~7.692 hours per pay period) – 5 weeks

B. Sick Leave and Vacation

Vacation may be used to supplement exhausted sick leave. Vacation may be taken in one (1) hour increments. In addition, if an employee is seriously ill during a scheduled paid vacation leave and provides verification from a treating physician confirming that the illness was commensurate with all or part of the scheduled vacation, such specific day(s) may be charged to sick leave, at the Department Director's discretion. Approval shall not be unreasonably denied.

C. Separation Payment

If an employee is separated from Authority service, he/she shall be paid for any vacation accrued to the time of separation. Cash payments for vacation accrued prior to death shall be made to the heirs or to the estate of the deceased employee.

D. Vacation Scheduling

Consistent with the efficient operation of the Authority, each employee shall be given a preference as to the time of his/her vacation period whenever possible. Conflicts between employees over requested vacation times shall be settled on the basis of seniority within the department. Vacation shall be taken in minimum increments of not less than one (1) day. However, the Department Director may approve the use of vacation in lesser units.

E. Vacation on a Holiday

In the event a holiday recognized by the Authority occurs during an employee's vacation period, the employee will not be charged vacation credits for that holiday.

F. Breaks in Service

For the purpose of computing a rate of accrual of vacation leave, a break in service of less than two (2) years shall have no effect. Breaks in service of more than two (2) years shall mean that employees so re-employed shall, for purposes of computing vacation, be treated as new employees.

For the purpose of computing length of service and determining eligibility for vacation at a higher accrual rate, time spent on extended military leave shall be counted as time spent in the service of the Authority.

G. Advanced Vacation Pay

Employees may elect to receive their pay covering the period of vacation at the time the vacation starts. To do so, the employee must submit the request in writing to his/her supervisor not less than thirty (30) days before the vacation is scheduled to begin.

H. Pay Status for Vacation Credit

An employee must be on full-paid status at least three-quarters of the payroll period in order to earn vacation credit for that period.

I. Maximum Accruals

Vacation may be accrued to a maximum of two (2) years' accrual. Maximum accrual shall be computed by combining an employee's rate of accrual in the current year and the immediately preceding year.

J. Vacation Cash-Out

After one (1) full year of service, an employee is eligible, on an annual basis during the months of June and December to cash out vacation. During the first five (5) years of service, an employee may cash out one-half ( $\frac{1}{2}$ ) his/her annual accrual up to a maximum of five (5) days. After completion of five (5) years of service, an employee may cash out one-half ( $\frac{1}{2}$ ) the annual accrual up to a maximum of seven and one-half ( $7\frac{1}{2}$ ) days. After completion of twelve (12) years of service, an employee may cash out one-half ( $\frac{1}{2}$ ) the annual accrual up to a maximum of nine (9) days. After completion of twenty (20) years of service, an employee may cash out one-half ( $\frac{1}{2}$ ) the annual accrual up to a maximum of ten (10) days.

## SECTION VIII ■ HOURS OF WORK AND WORKING CONDITIONS

A. Workday and Workweek

The workday and workweek for employees is set forth in the Side Letter – Compressed Work

Schedule attached hereto.

In the event the Employer establishes a swing and/or graveyard shift, the Employer shall meet and confer with the Union regarding hours, premium pay and the method of selection from shift assignments.

In the event the Employer assigns an employee to hours of work outside of the regular work hours day, 8:00 a.m. through 4:30 p.m., Monday through Friday, the Employer shall meet and confer with the Union regarding the change in work hours.

When an employee, after leaving the premises, is ordered back to work, the employee shall receive credit for a minimum of two (2) hours of actual work time. This two-hour minimum callback provision does not apply to work, which begins two (2) hours or less before the beginning of the employee's regularly assigned work schedule. The work time shall be calculated from the time the employee leaves his/her home to when he/she returns home.

B. Split Shift

No split shifts shall be permitted for any employees.

C. Paychecks

All disbursements for wages shall be made by voucher check, which shall show the total number of hours worked, the rate of pay, and an itemized list of all deductions made there from. Paychecks shall be issued in a uniform manner throughout the bargaining unit.

Paychecks, including amounts and details, shall be treated confidentially. Paychecks shall be disbursed in sealed envelopes.

D. Overtime for all Classification Eligible for Overtime

The Authority retains the right to schedule overtime. Overtime shall be distributed as equally as possible on a voluntary and rotational basis by seniority per classification within the department. Overtime will be announced via email and/or board posting no later than 48hrs in advance of the scheduled overtime whenever possible. Regular employees shall be given the opportunity to work overtime before temporary employees.

*Extension of Shift*

Upon supervisor approval, an employee may continue to work overtime to complete a specific project to which an employee had been assigned, which will be exempt from the seniority provision of this article.

*Completion of Critical Work*

There are often assignments that are critical to our clients that cannot be left partially finished due to end of shift. Managers will notify employees of these types of assignments upon issuing the assignment. If this type of assignment is not able to be completed by the end of the employee's regularly scheduled shift, the employee will notify his/her supervisor as soon they become aware that the work cannot be completed. If the employee is unable to complete the work, the Authority may use contract and/or force account labor to complete the work.

F. Meal Allowance

A meal allowance of \$8.00 shall be paid to employee if he/she is directed to perform work more than two (2) hours past scheduled time, or if called back to work for at least four (4) hours.

G. Compressed Work Schedule

The parties have agreed that the Oakland Housing Authority will provide a 9/80 flexible schedule for employees employed in classifications represented by the union with the following provisions:

Employees will work a work period of 80 hours within two (2) work weeks. The schedule will be eight (8) workdays consisting of nine (9) hours each day and one (1) workday consisting of eight (8) hours. Employees will not be scheduled to work every other Friday ("Flex Friday"). The employee will have the option of selecting a thirty (30) minute or a sixty (60) minute lunch period. The work week will begin at the option of selecting a thirty (30) minute or a sixty (60) minute lunch period. The work week will begin at 12:01 p.m. on Friday and end at 12:00 noon the following Friday. The workweek is Monday through Friday.

The regular work hours will be 7:30 a.m. – 5:00 p.m. Monday through Thursday; and 7:30 a.m. – 4:00pm on the working Friday with a thirty (30) minute lunch period or 7:30 a.m. – 5:30 p.m. Monday through Thursday; and 7:30 a.m. – 4:30 p.m. on the working Friday with a sixty (60) minute lunch period.

Employees may request to work a schedule to include a work period of 80 hours within two (2) work weeks as follows:

- 7:00 a.m. – 4:30 p.m. Monday through Thursday; and 7:00 a.m. – 3:30 p.m. on the working Friday with a 30 minute lunch period OR
- 7:00 a.m. – 5:00 p.m. Monday through Thursday; and 7:00 a.m. – 4:00 p.m. on the working Friday with a 60 minute lunch period OR
- 8:00 a.m. – 5:30 p.m. Monday through Thursday; and 8:00 a.m. – 4:30 p.m. on the

- working Friday with a 30 minute lunch period OR
- 8:00 a.m. – 6:00 p.m. Monday through Thursday; and 8:00 a.m. – 5:00 p.m. on the working Friday with a 60 minute lunch period OR
  - 8:30 a.m. – 6:00 p.m. Monday through Thursday; and 8:30 a.m. – 5:00 p.m. on the working Friday with a 30 minute lunch period OR
  - 8:30 a.m. – 6:30 p.m. Monday through Thursday; and 8:30 a.m. – 5:30 p.m. on the working Friday with a 60 minute lunch period

The Employer will determine each employee's work schedule based on operational necessity with consideration given to the employee's request. The Authority will consider requests for alternative scheduling due to personal hardships. No request will be unreasonably denied.

All hours worked in excess of the employee's regular number of working hours per day 8 or 9 hours or 40 hours per work week will be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. Any employee who intends to work hours in excess of his/her regular hours must have prior approval from department management.

#### H. Compensatory Time:

Employees may choose to accrue compensatory time off at one and one half (1½) hours earned for each hour of overtime worked. A maximum of one hundred (100) hours can be accrued at any time. Compensatory time off may only be used with prior approval of the employee's supervisor. Compensatory time may not be automatically used to cover time off work.

Any remaining balance of compensatory time shall be paid out at time of separation from employment.

### SECTION IX ■ INSURANCE PLANS

All employees who are employed in the classifications which comprise this negotiating unit shall be eligible to participate in the Oakland Housing Authority's health, dental and vision plans.

The Authority will not make contributions to any other health and dental insurance plan on behalf of the employees in this negotiating unit; however, the Authority reserves the right to offer to employees any improved health and dental coverage which becomes available.

#### A. Health Insurance

Effective January 1, 2022, the Authority will pay the health plan monthly premium contribution amount up to a maximum of \$2228.36.



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Effective January 1, 2023, the Authority will pay the health plan monthly premium contribution amount up to a maximum of \$2375.72.

Effective January 1, 2024 agree to increase the employer contribution by the amount equal to the increase to Kaiser Family Plan.

If an employee's selected health plan premium exceeds the maximum employer contribution, the employee will be responsible for paying the balance of the premium cost. Effective January 1, 2014, the Authority will modify the IRS 125 Plan to provide for employee pre-tax contributions to medical benefits.

B. Dental Insurance

The Authority shall pay 100% of the Dental Plan premium for employees and their eligible family members. The Dental Insurance provides:

- Orthodontia Services coverage at 80% for the Preferred Provider Option (PPO).
- Orthodontia Services coverage at 50% for the Dental Maintenance Option (DMO).
- Lifetime Orthodontia maximum at \$2,000 for the PPO plan option.

C. Vision Insurance

The Authority shall pay 100% of the Vision Plan premium for employees and their eligible family members. The Vision Insurance provides:

- Frames in network coverage at \$130
- Contacts (elective) in network coverage at \$130

D. Life Insurance

The Oakland Housing Authority shall pay 100% of the total premium of the Authority's life insurance plan on behalf of the employees. The plan coverage is one and a half (1½) times the employee's annual salary up to a maximum of Seventy-Five Thousand Dollars (\$75,000).

E. State Disability Insurance

Employees will be covered by the California State Disability Insurance Program (SDI). Premiums for this coverage are paid by employees. Employees who become disabled may apply for SDI benefits. The benefit amount is set by state law.

F. Long-Term Disability Insurance

The Authority will make available a long-term disability insurance plan in which employees may enroll. Premiums for this insurance shall be paid by the employees through payroll deductions.

G. Other Benefits

- Employee Assistance Program (EAP)  
The Authority offers an Employee Assistance Program for employees to utilize as appropriate. Information regarding the EAP is available in the Human Resources Department.
- The Authority will continue to offer a Flexible Benefits Plan and a Commuter Check Plan.

**SECTION X ■ LEAVE POLICY**

A. Sick Leave

1. Sick Leave Usage

Sick leave is paid leave granted for an authorized absence from duty to an employee who is unable to work because of personal illness or injury, illness in the family which requires the employee's absence from work, exposure to a contagious disease resulting in quarantine; childbirth; or appointment for medical or dental examination or treatments for self or immediate family. Sick leave may be taken in hourly increments.

Family Sick Leave – Kin Care

Employees may utilize accrued sick leave for care of a family member as specified above. The immediate family is defined as the employee's spouse, domestic partner, child, mother or father. Consideration given to other family members shall not be unreasonably denied.

2. Accruals

Accrual rates for sick leave accrue at 4.45 hours per biweekly pay period. An employee shall be entitled to be paid sick leave after one month's service. Sick leave may be accumulated from year to year, up to a maximum of 1200 hours.

3. Notification

It shall be the responsibility of each employee absent from duty to notify his/her supervisor by calling and leaving a message on the 24-hour telephone number designated by the Department Director no later than one-half hour before the normal reporting time on the day of absence. Special circumstances, which render the employee unable to notify his/her Supervisor, shall be taken into account.

4. Integration with Disability Insurance

Sick leave pay shall be integrated with disability insurance payments. Only the amount paid by the employer in the form of sick leave pay shall be charged against the employee's sick leave credits. This integration, if desired, shall be requested by the employee.

5. Integration with Workers' Compensation Benefits

Sick leave may be integrated with Workers' Compensation benefits. This integration, if desired, shall be requested by the employee.

6. Holiday During Sick Leave

If an employee is absent on paid sick leave and an observed holiday occurs during such absence, that day shall not be charged against sick leave credits.

7. Sick Leave Usage

If an employee uses less than fifteen (15) hours of sick leave in a year, based on the anniversary date, he/she shall be awarded fifteen (15) hours of straight compensatory time off, effective the following year.

B. Bereavement Leave

In the event of the death of a member of the immediate family of an employee, (the immediate family being defined as the employee's mother, father, stepmother, stepfather, sister, brother (including half-brother, half-sister, step-brother, step-sister), spouse, domestic partner (of record), child (including adopted and stepchild), grandchildren, grandparents (including step-grandparents), and mother-in-law and father-in-law), the employee shall be granted bereavement leave for the purpose of attending the funeral or memorial services based on the following schedule:

1. If the service is within the Bay Area, up to three (3) working days with pay will be allowed; or
2. If the service is outside the Bay Area, but within three hundred (300) miles of Oakland, leave will not exceed four (4) working days with pay; or
3. If the service is more than three hundred miles (300) from Oakland, or outside the State of California, leave will not exceed five (5) working days with pay.

The employee shall submit a leave request to his/her supervisor in writing for bereavement leave, stating name and relationship of deceased, time off requested, location of service, and date of return. If an emergency situation requires the employee to leave the area before submitting a written request, the employee is required to notify the supervisor by telephone or email within twenty-four (24) hours of the employee's initial absence from work.

The Authority has the right to require proof sufficient to justify the use of bereavement leave. Such documentation must establish the relationship between the employee and the deceased.

Approval for such leave within the time limits specified shall not be unreasonably withheld.

C. Leave Without Pay

Leave without pay may be granted on the basis of one month's leave for each completed year of service, up to a total maximum for all leave without pay of twelve (12) months. Leave without pay must have the approval of the Executive Director and the request by the employee must be in writing.

D. Jury Leave

Employees who are summoned to appear in court for jury duty will be paid their regular salary for the period served and will be required to surrender to the Authority all fees received as a result of jury duty, except the amount received for transportation, if any.

E. Military Leave

An employee who is required to engage in active military training may receive up to thirty (30) calendar days of paid military leave, at the normal base rate of pay for his/her assigned classification, during each calendar year provided, however, that each such employee has completed at least one full year of Authority service or one full year of combined active military service and Authority service at the time leave is granted.

An employee shall submit a request in writing for paid military leave. The employee shall attach to his/her request a copy of his/her military orders for duty.

F. Educational Leave

An employee may request an educational leave without pay by submitting a request to his/her supervisor, in writing, stating circumstances and requested dates of leave. This information together with recommendations from the supervisor and Department Director concerned will be

forwarded to the Executive Director for approval or disapproval as circumstances warrant.

The employee shall be informed of the Executive Director's decision in writing and a copy of all correspondence will be forwarded to the Human Resources Department for inclusion in the employee's personnel file. The Human Resources Department will be responsible for notifying the Finance Department of such approved leaves of absence without pay.

An employee on authorized education leave shall not accrue sick leave and vacation during the period of said leave. An employee who is authorized an adjusted work day, where educational time off is for a limited period, may at the discretion of the Executive Director continue to earn sick leave and vacation credits.

## **SECTION XI ■ DISCIPLINE AND DISCHARGE**

The Authority has the right to discipline and/or discharge employees for just cause. The Authority agrees to use progressive discipline. Coaching and counseling and verbal warnings shall be utilized before beginning the disciplinary process. The Union and the Authority recognize that in some situations under progressive discipline an employee's conduct may warrant more severe discipline.

The Authority shall begin investigations within 30 days of alleged incident. The Authority shall complete investigations within 3 months. If it is determined that any discipline is warranted, it shall either be referred back to the manager to begin progressive discipline or if the investigation determines that the conduct warrants more severe discipline the employee and the Union will be notified and the employee has the right to a Skelly Hearing. The employee will be notified of disciplinary action within a reasonable time (generally 30 days) after the Authority has completed any investigation and determined that discipline is warranted.

If it is determined that the complaint/ incident is not valid all information of the complaint/ incident shall not be included in the employee's personnel file.

Any party involved in an alleged incident shall not be allowed to investigate the complaint/ incident.

Should an employee's conduct or performance be such that disciplinary action is required, the Authority will take such action in order to afford the employee every opportunity to correct such conduct or performance. The Authority will notify the Union of any such discipline or discharge actions and the reasons therefore by sending the Union a copy of the notice of discipline, which is sent to the affected employee.

Failure to maintain a driving record which permits the employee to be insured by the Authority's regular group policy shall be grounds for termination of employment. In lieu of termination, the employee:

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1. May secure acceptable personal automobile insurance which specifically covers his/her use of Authority vehicles and which specifically names the Oakland Housing Authority as an additional insured (covered) party; or
2. Pay the excess premium expense for any automobile insurance, which the Authority may secure in order to insure that specific employee, in addition to the Authority's regular group policy.

Required minimum insurance coverage categories must be obtained from the Authority's Investigative and Risk Management Officer and the employee must fully meet minimum insurance requirements.

A. Employee Acknowledgement of Documentation

The signature of any employee on a formal warning, a notice of discipline, or a performance evaluation shall serve solely as an acknowledgement that the employee has received that document and not as an indication of the employee's agreement with the document's contents.

B. Grievance of Discipline

The application of the provisions of his Section shall be subject to the provisions of the Grievance and Arbitration provisions contained in this MOU.

C. Employee Assistance In-Lieu of Termination

If the Authority is considering termination of an employee for work-related behavior, which indicates a substance abuse or other personal problem, the Authority may refer such employee for counseling or other assistance in lieu of termination. The employee shall have the option of accepting or rejecting such offer of assistance. If the employee rejects the offer of assistance, the termination action shall proceed. The Authority may also require an employee to participate in drug screen tests if the employee's behavior on the job is indicative of a substance abuse problem.

The application of the provisions of this Section shall be subject to the provisions of the Grievance and Arbitration provisions contained in this MOU.

## **SECTION XII ■ GRIEVANCE PROCEDURE**

A. Definition

A grievance is any dispute involving the meaning or application of the provisions of this Memorandum of Understanding and Authority Personnel Policies and Procedures. Discipline shall be subject to the grievance procedure.

Grievances shall be taken up in the manner set forth in this Section.

B. Right to Representation

The employee shall have the right to representation at all levels of the grievance procedure.

C. Skelly Rights

1. An employee subject to suspension or discharge, shall be entitled, prior to the imposition of that discipline to a hearing and to the following:
2.
  - a. A notice of the proposed action; and
  - b. The reasons for the proposed discipline; and
  - c. A copy of the charges and the materials upon which the action is based; and
  - d. The right to respond, either orally or in writing, to the authority initially imposing the discipline.

The Skelly meeting shall be presided over by a management representative who is not in the same department or unit as the employee and not connected with the incident giving rise to the discipline. A representative from the Union as well as a Steward/chapter leader shall be present at all Skelly Hearings.

D. Steps of the Grievance Procedure

1. Informal Discussion

Any employee who has a grievance shall meet with his/her immediate supervisor within seven (7) working days after the first incident or occurrence which gives rise to the grievance. The employee shall present the nature of the grievance to the supervisor verbally. The employee may be assisted by a shop steward or other Union representative. The supervisor shall respond verbally to the grievance during this informal meeting. Every effort shall be made by all parties to resolve the grievance at this level.

If a satisfactory solution is not reached within seven (7) working days of the initial meeting with the immediate supervisor, the grievance may be advanced to the next step in this procedure.

2. Assistant Department Director

Any employee who wants to appeal the decision of the immediate supervisor must submit the appeal in writing to the Assistant Department Director within seven (7) working days of an unsatisfactory response from the immediate supervisor. The Assistant Department Director shall hold a meeting with the employee to discuss the grievance within seven (7) working days following the presentation of the written appeal from Step 1. The Assistant Department Director

shall answer the grievance within seven (7) working days following the meeting with the employee.

If the grievance is unresolved at this level, it may be advanced to the next step.

### 3. Department Director

Any employee who wants to appeal the decision of the Assistant Department Director must submit the appeal in writing to the Department Director within seven (7) working days of an unsatisfactory response from the Assistant Department Director meeting with the employee to discuss the grievance within seven (7) working days following the presentation of the written appeal from Step 2. The Department Director shall answer the grievance within seven (7) working days following the meeting with the employee.

If the grievance is unresolved at this level, it may be advanced to the next step.

### 4. Executive Director

Any employee who wants to appeal the decision of the Department Director must submit the appeal in writing to the Executive Director within ten (10) working days of an unsatisfactory response from the Department Director.

The Executive Director or his/her designated representative shall have ten (10) working days in which to review and answer the grievance in writing. The Executive Director (or representative) may hold a meeting with the employee to discuss the grievance.

If the grievance remains unresolved at this level, it may be advanced to arbitration.

### 5. Arbitration

Any employee, with concurrence of the Union, who wants to appeal the decision of the Executive Director, must request arbitration within thirty (30) working days of an unsatisfactory response from the Executive Director.

The parties shall endeavor to mutually agree on the choice of an arbitrator. If the parties cannot agree on the arbitrator, then they shall apply to the State Mediation and Conciliation Service for a panel of arbitrators. If mutual agreement cannot be reached on the choice of an arbitrator, the alternate striking of names from the list will be utilized.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Memorandum. S/he shall consider and decide only the specific issues submitted to him/her in writing by the Authority and the Union, and shall have no authority to make a decision on any other issue not so submitted to him/her, unless the parties mutually agree otherwise. The arbitrator shall be without power to make decisions contrary to or inconsistent with, or modify, or void in any way, the application of laws, rules, and regulations having the



force and effect of law. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Memorandum to the facts of the grievance presented.

The decision of the arbitrator shall be final and binding upon the parties.

Arbitration fees shall be borne equally by the Union and the Authority.

E. General Provisions

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specific time limits or any agreed-upon extension thereof, it shall be considered settled on the basis of the Authority's last answer. If the Authority does not answer a grievance or any appeal within the specific time limits, the Union may elect to advance the grievance to the next step of the procedure within the specified time limits. The time limit in each step may be extended by mutual agreement of the Authority's and the Union's representatives involved in each step.

The term “working days” as used in this section shall mean Monday through Friday, excluding holidays.

F. Employee Assistance in-lieu of Termination

If the Authority is considering termination of an employee for work-related behavior, which indicates a substance abuse or other personal problem, the Authority may refer such employee for counseling or other assistance in lieu of termination. Such employee shall have the option of accepting or rejecting this offer of assistance. If the employee rejects the offer of assistance, the termination action shall proceed.

### **SECTION XIII ■ CONTRACTING OUT**

The Authority agrees to add designated Union representatives to the Contracts Compliance and General Services Request for Proposal (RFP) notification list, which shall ensure the Union will be made aware of all Authority RFPs as soon as they are made public. Upon request from the Union, the Authority agrees to schedule a meet and confer within seven (7) business days regarding any RFPs which the Union feels may affect bargaining unit work.

The Authority will provide the Union with the following information in writing of such matters that may affect employees in the bargaining unit:

- a) The best estimate of the cost of the contract
- b) The expected duration of the contract
- c) The funding source of the contract

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- d) The reason the work is not being assigned to the bargaining unit

No such contract for service shall result in the loss of employment for those employees who are at the point of the contract for services, regular (non- probationary) employees. Should a regular employee be assigned to a different position with a lower corresponding salary than his/her former salary, the former/higher salary shall remain intact until the salary of the current position catches up with the former salary.

This provision does not apply to employees who occupy project or temporary positions.

This provision does not apply to layoffs. In the event the Authority finds it necessary to reduce its staff by layoff, the Layoff Provision of this MOU shall be applied.

## SECTION XIV ■ SALARY

### A. Cost-of- Living Adjustment

The Parties agree to the following cost-of-living pay adjustments:

1. Effective July 1, 2022: A 6% increase to all positions and a one time \$2000 net signing payment.
2. Effective July 1, 2023: A 5% increase to all positions
3. Effective July 1, 2023: A 5% increase to all positions

### B. Longevity Steps

The step progression of the salary schedule (Step A through E) is recognized by the Authority as recognition of longevity within the respective classification.

### C. Relief in Higher Classification

Employees shall not be required to perform duties on a regular basis outside his/her job description without compensation for relief in a higher classification.

Any employee assigned to a relief in a higher classification shall be compensated according to one of the two following provisions:

1. Any employee who has been assigned by his/her supervisor, with the written approval of the Director of Human Resources, to assume and perform all the ordinary day to day duties and responsibilities of a position of higher classification shall be paid at the appropriate step in the higher classification which will guarantee the employee a minimum salary increase of ten percent (10%) above his/her regular rate of pay or the entry step in the higher classification, whichever is greater.

2. Any employee who has been assigned by his/her supervisor, with the approval of the Director of Human Resources, to assume selected duties, as opposed to the full range of duties of a higher classification and who, pursuant to such assignment, does perform those selected duties, shall be paid on a percentage differential which will reflect the additional duties assumed. The employee's Department Director shall recommend an appropriate percentage differential to the Director of Human Resources, who shall approve or modify the differential, as appropriate and consistent with Authority practice.
3. An employee shall receive relief in a higher classification commencing the first day of the assigned additional duties.

The Human Resources Department will create and maintain a list of employees interested in RHCs, and what positions/areas they are interested in. This shall be called the "RHC Interest List."

In the event that there is an active List of Qualifiers, RHCs opportunities shall be offered to internal candidates by score. In the event that more than one employee has the same score, the more senior employee shall be offered the opportunity.

If there is not an active list of qualifiers, the HR department will screen the RHC Interest List for qualified candidates based on interest in the higher classification. Qualified candidates will be interviewed by the supervising department in order of the date they expressed interest, then by seniority.

Employees with an active less than "meets expectations" evaluation, documented counseling within the previous 6 months, a written warning within the past 12 months, or any higher level of discipline within the past 24 months, may not be considered for RHC opportunities.

If an employee is interviewed and not offered the RHC opportunity, the department director or his/her designee shall meet with the employee to explain why they were not selected, and provide guidance on actions the employee can take to better prepare for future opportunities.

If the RHC is designated to fill a permanently funded position, the RHC may only be offered for a maximum of six months at a time. If there are multiple candidates for the RHC opportunity, the opportunity shall be rotational after six (6) months. An RHC appointment back-filling a permanently funded position may only be filled for (12) months. RHC appointments generated due to a personnel action may be extended based on the requirements of the original action. Failure of an employee to successfully pass probation may not be considered as a reason for extension. An RHC appointment back-filling a person that has accepted a management position should be filled with a permanent employee within 6 months. The rotational aspects of RHC

extending beyond 6 months are due to back filling a permanently funded position open due to a leave; not a promotion out of the bargaining unit.

The department director or his/her designee shall meet with each employee during a RHC at a minimum of once every 90 days to provide documented feedback on the employee's performance of his/her RHC duties.

In the event that the employee is performing all of the higher classification duties, and receives evaluations of "meets expectations" or higher, and is promoted into the higher classification prior to the end of the RHC, the RHC period will count toward their probationary period. If the employee had received an evaluation of less than "meets expectations" any time prior to the date of that evaluation will not count towards the promotional probationary period.

D. Building and Grounds Worker I and II

1. Building and Grounds Worker I – Wage Progression

Building and Grounds Worker I shall be appointed at the first step (Step A) of the salary range. Upon successful completion of a six (6) month probationary period, the Building and Grounds Worker I shall be advanced to the next step (Step B) of the salary range. After completion of twelve (12) months, the Building and Grounds Worker I shall be advanced to the next step (Step C) of the salary range. After completion of each 12 months of continuous service, the Building and Grounds Worker I shall be advanced to the next step in the salary range.

The employee must have demonstrated satisfactory work performance during the preceding twelve (12) months in order to receive the next step in the salary range.

2. Building and Grounds Worker I to II Promotion

Building and Grounds Worker employees at the Level I classification shall be promoted to the Level II upon completion of the required years of service and having met specified performance standards.

Thereafter, upon completion of at least three (3) years of continuous service, a Building and Grounds Worker I whose most recent regularly scheduled performance evaluation has an overall summary rating specified as "Meets Requirements" or

better (according to the rating in the majority of the categories, including attendance and punctuality) shall be promoted to the position of Building and Grounds Worker II. In addition, an employee who has been suspended in the previous six (6) months will not be considered for promotion.

**SECTION XV ■ PREMIUM PAY****A. Night Shift Differential**

Premium pay for employees working four or more hours of a shift between the hours of 6 p.m. and 8 a.m. will be thirty cents (\$.30) per hour.

**B. Standby Pay – Maintenance Mechanics**

Maintenance Mechanics on standby or on-call duty shall be paid a lump sum of Two Hundred Dollars (\$200.00) for each week of standby duty. If the employee works overtime on any day during that week, the employee shall receive overtime at the appropriate rate in addition to standby pay. The Union agrees that there will be a minimum of five (5) Maintenance Mechanics on rotation for standby duty. However, if there is less than the minimum of five (5) employees on standby rotation, standby duty will be assigned by inverse seniority, and the least senior employee will be required to be on standby duty.

If the employee is on standby on a holiday, the employee shall receive an additional premium of One Hundred Dollars (\$100.00) for the holiday.

**C. Longevity Pay – Maintenance Mechanic Classification**

Longevity pay shall be determined by date of hire:

**1. Employees Hired Prior to September 27, 2012:**

Longevity Pay is in recognition of those employees in the position of Maintenance Mechanic who have provided valuable contribution to the Authority based on years of service and experience on the job. Longevity pay is as follows:

Upon completion of ten (10) years of service in the position of Maintenance Mechanic, an employee shall be eligible to receive an additional 2.5% step increase (Step F) on his/her anniversary date of hire.

Upon completion of fifteen (15) years of service in the position of Maintenance Mechanic, an employee shall be eligible for an additional 2.5% step increase (Step G).

**2. Employee Hired After September 27, 2012:**

At the commencement of the 11<sup>th</sup> year of service, if an employee is at the top step of their pay range, their salary will be increased by \$1,040 annually for salaried positions, and \$0.50 an hour for hourly positions. This increase will only occur once, but shall remain effective

for the duration of the employee's tenure with the Authority.

D. Landscape and Crew Chief Classifications

The Landscape classification shall receive One Dollar Fifty Cents (\$1.50) more at each step in the salary range than the salary for the Building & Grounds Worker II classification. The Crew Chief Classification shall receive One Dollar Sixty Cents (\$1.60) more at each step in the salary range than the salary for Building and Grounds Worker II classification. Any new promotions or new hires into the landscape classification will start at Step A. On promotion actions, if the first step is not at least 5% above the employee's current salary, the employee shall be paid the next step that is at least 5% above the employee's current salary.

E. Bilingual Premium Pay

If an employee is assigned to provide bilingual services in one (1) language, he/she will receive a Bilingual Premium Pay differential of \$80 per pay period. If an employee is assigned to provide bilingual services in two (2) or more languages, he/she will receive a Bilingual Premium Pay differential of \$100 per pay period.

To be eligible for bilingual pay the employee must be verbally proficient as determined by receiving a passing score on a language skill test, which will be administered by certified agency and coordinated by the Human Resources Department.

Employees who are selected (by the department director and approved by the Director of Human Resources) to provide bilingual services for the Authority will receive the bilingual premium pay and will be required to use the bilingual skill during their normal work shift. Bilingual services will be assigned by management and employees receiving bilingual pay may be required to provide bilingual assistance to any Authority operation or location.

If an employee (who is receiving bilingual pay) refuses to use his/her language skills, the bilingual pay will be terminated, and the employee will no longer be expected to use his/her bilingual skills. Additionally, if an employee voluntarily identifies in writing that he/she wishes to stop providing bilingual services, the bilingual pay will be terminated, and the employee will no longer be expected to use his/her bilingual skills.

## **SECTION XVI ■ HEALTH AND SAFETY**

The Authority agrees to reimburse employees up to three hundred dollars (\$300) per calendar year to offset the cost of purchasing safety footwear. Safety footwear must comply with the

current safety standard. Parties agree that such reimbursement allocated to the following classes:

1. Building and Grounds Workers
2. Landscape Workers
3. Crew Chiefs
5. Maintenance Mechanics

The Parties further agree that a receipt must be provided along with the request for reimbursement in order for it to be approved.

## **SECTION XVII ■ RETIREMENT BENEFITS**

### **A. Retirement Plans**

Employees in this bargaining unit are covered by either the International City Managers Association (ICMA) or the California Public Employees' System (CalPERS) Retirement Plan.

The Authority shall pay the employee's share of the retirement plan contribution.

The Authority shall pay seven percent (7%) of the employee's share of the ICMA retirement premium.

Employees hired on or after August 27, 2012 as a "classic" PERS member in the bargaining unit shall pay five percent (5%) of seven percent (7%) CalPERS employee contribution.

Employees hired prior to January 2013 or who are hired as "classic" members of PERS shall receive the CalPERS retirement formula pay rate based on a one-year final compensation (12 highest paid consecutive months) and 2%@55 years of age and Government Code Section 21354 Supplemental Formula (No coordination with Social Security) and Government Code Section 20965 (Credit for Unused Sick Leave) benefits.

Employees hired on or after January 1, 2013 as new members to PERS, shall be covered by the pension formula dictated by PEPRA and effective July 1, 2013, shall pay one-half of the normal rate as determined by PERS.

### **B. Deferred Compensation**

Employees may participate in the Authority's Deferred Compensation Plans, with ICMA and/or the CalPERS 457 Plans.

### **C. Retiree Medical Contribution**

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Effective January 1, 2022, the Authority will pay the health plan monthly premium contribution amount up to a maximum of \$2228.36.

Effective January 1, 2023, the Authority will pay the health plan monthly premium contribution amount up to a maximum of \$2375.72.

Effective January 1, 2024 agree to increase the employer contribution by the amount equal to the increase to Kaiser Family Plan.

**D. Retiree Vesting Schedule for Medical Benefit**

The retiree vesting schedule for eligibility for Authority retiree medical contributions for all new employees hired on or after January 1, 2017 shall be:

10 years	50%	16 years	80%
11 years	55%	17 years	85%
12 years	60%	18 years	90%
13 years	65%	19 years	95%
14 years	70%	20 years	100%
15 years	75%		

All current employees (including those hired on or after October 21, 2008) will be subject to the 5 year – 100% retiree medical vesting schedule.

**SECTION XVIII ■ MISCELLANEOUS PROVISIONS**

**A. Tuition Reimbursement**

It is the goal of the Office of Property Operations to encourage its employees to advance to the highest positions possible within the department and to secure the education and training necessary for attainment of their personal career goals.

The Authority shall reimburse employees for tuition expenses, including books and course materials, incurred in connection with attendance at classes offered by local colleges and universities or any other applicable training institute, NAHRO Conference, workshop, symposium or seminar as follows:

1. The employee must submit a Tuition Reimbursement form, which includes the following information, to the Department Director in advance of attendance at the course:
  - Description of the course.
  - Statement of fee.
  - Description of relationship between course, employee's duties, and career goals within the Authority.



- Dates and times of attendance.
2. The Department Director shall review the employee's request and forward the request to the Executive Director, with a recommendation.
  3. The Executive Director shall approve or disapprove the employee's request. The request shall not be unreasonably denied.
  4. At the completion of the course, the employee shall present a tuition receipt and verification of completion to the Department Director. Satisfactory completion shall constitute a grade of "C" or better, or pass. If an employee fails to satisfactorily complete a course, s/he may repeat the course and upon satisfactory completion shall be eligible for reimbursement. The Department Director shall forward this material to the Director of Finance for reimbursement to the employee.

For purposes of promotion, employees who have successfully completed a recognized/formal training program and who have successfully competed and have been placed on a list of qualifiers, shall be given preference over outside applicants.

The Department may also provide periodic hands-on training for its employees. Such training shall be designed to improve the performance of employees.

Representatives of the Authority and the Union shall meet twice a year to assess the progress of this training.

#### B. FleetSafe Program

The FleetSafe Program is a service offered through the Oakland Housing Authority's Vehicle Insurance Carrier, Fireman's Fund. The program is intended to enhance the Oakland Housing Authority's existing Safety Program. The FleetSafe Program affords citizens the opportunity to call the 1-800 number, affixed to the bumper of an Authority vehicle, and voice a compliment or complaint about the driver. Calls are also taken from citizens reporting an emergency situation such as a vehicular breakdown, accident or injury.

The FleetSafe 24-hour call center has trained staff who screen calls and determine the validity of the call. Specifically, if the caller is unable to correctly answer relevant questions, the call will be considered invalid and will not be filed. Only calls considered valid are forwarded to an Oakland Housing Authority authorized staff person in the Risk Management office. The Union will be notified by the Authority of valid complaints that may result in discipline.

Any reported complaints or compliments received by the Authority will be considered confidential information. As such, the Risk Management Officer will report the call to the

Department Director or his/ her designee or in his/her absence, the Assistant Department Director or his/her designee.

The Department Director will investigate the information and then review and discuss the call with the employee/driver.

1. If the reported incident appears to be only that of the caller's perception and cannot be verified, no action will be taken.
2. If the reported incident appears to be factual, the Department Director will counsel the employee/driver or passenger of the vehicle, as appropriate.

If a FleetSafe call is made in conjunction with other information, such as an accident/police report (which may include damage to vehicles/property and/or injury), the Authority will review and process the information in accordance with the Accident and Injury Safety Manual, Fleet Vehicle Manual and the Personnel Procedures of the Employee Manual.

C. Performance Evaluation

In the event an employee's performance is deficient in any area of performance and such deficiency (ies) would likely result in an annual performance evaluation rating(s) of less than "Meets Requirements", the supervisor shall meet with the employee to discuss the deficiency (ies) and provide input on the employee's performance expectations.

In the event an employee would like to review areas of performance prior to his/her annual performance evaluation, an employee may ask the supervisor for a pre-evaluation meeting at least 90 days prior to the annual evaluation date.

D. Unsafe Equipment/Conditions

As soon as practicable, an employee shall notify his/her immediate supervisor, and/or the OHA Risk Management Officer and the Department Head about any unsafe equipment or unsafe working condition. The immediate supervisor shall investigate, or cause to be investigated, reports of unsafe equipment, or unsafe working conditions, and shall advise the affected employees of any corrective actions to be taken. If the employee still believes that the situation is unsafe, the matter shall be referred to the Risk Management Officer as soon as possible by the supervisor. The employee will not be required to work with the alleged unsafe equipment or unsafe working condition until a decision has been rendered by the immediate supervisor or the Risk Management Officer, if the matter has been referred to the Risk Management Officer. If the Risk Management Officer is not available on a timely basis, the Authority/Department Head, or his/her designee, shall investigate the matter and make the decision for the Risk Management Officer.

E. Right to Refuse Unsafe Work

No employee shall be disciplined for having refused to work with equipment, or under conditions that they believe are unsafe, provided they do not continue to refuse to perform the work once the immediate supervisor or Risk Management Officer, or his/her designee, has determined the situation to be safe.

An employee who unreasonably refuses to perform work is subject to discipline. However, no such recommendation of discipline shall be implemented until a joint investigation has been conducted by a six (6) member committee. The committee shall be comprised of three appointed by the Union and three appointed by the Authority. This committee shall conduct a fact-finding investigation within five (5) working days of the date of the refusal to work. The report and recommendation regarding the appropriate course of action shall be submitted to the Authority.

The parties agreed to meet and develop a form to utilize for reporting unsafe work.

F. Assault on Employees

In the event that a verbal or physical assault occurs, the Union agrees that bargaining unit members will move to a safe location and will immediately report the incident to their supervisor. A written statement will be submitted within 24 hours to their supervisor.

Upon written request of the Union, the Authority agrees to provide a report of verbal and/or physical assaults as reported to the Human Resources Department, against OHA employees, and information on the department and classifications of any injured bargaining unit members.

An instance of a verbal or physical assault will not be grounds to define an assignment or work location as unsafe work.

**G. Parking Reimbursement**

The Authority agrees to provide a parking reimbursement of up to a maximum of \$185 per month to bargaining unit employees assigned to the 1619 Harrison, 1801 Harrison, 1805 Harrison, or 1540 Webster buildings who are incurring parking cost downtown.

This reimbursement program shall be funded by a budget of \$155,000 annually. In the event that this budget is fully depleted, no further reimbursement shall be provided in that fiscal year. In the event that the budgeted \$155,000 is not exhausted in each fiscal year, the reimbursable amount shall increase by \$10 per year, up to a maximum of \$205.

**Eligibility:**

This reimbursement shall be subject to an open enrollment period. Only employees who enroll during this period shall be eligible for reimbursement. In the event that a new employee is hired, or an employee is assigned to 1619 Harrison, 1801 Harrison, 1805 Harrison, or 1540 Webster outside of the open enrollment period, he/she will have thirty (30) days to enroll in the reimbursement program. In the event that an employee is assigned to another location not included above, they will no longer be eligible for reimbursement.

**H. Skill Training**

To support individual career advancement for Building and Grounds Workers in their efforts to become qualified to compete for the position of Maintenance Mechanic, the Authority will provide, twice yearly, hands-on practical training for interested qualified Grounds Workers on basic elements of the Maintenance Mechanic position. In order to qualify to participate in the hand-on training, Grounds Workers will have achieved an overall rating of “meets requirements” or better during their most recent annual performance evaluation.

The hand-on training will include various subjects related to maintenance mechanic, alteration and repair of Authority facilities including semi-skilled manual tasks in the maintenance and repair of buildings, structures, facilities and appliances, as well as the process of completing work order documents and inspection reports (basic functions of the Maintenance Mechanic position). Participants will complete an assessment of the training at the conclusion of each class.

Grounds Workers who have completed two trainings and who can perform the basic skills required of the Maintenance Mechanic job specification (or have obtained a certificate of completion issued by a certified Maintenance Mechanic program) will be provided opportunities to shadow current Maintenance Mechanics. Employees who are shadowing or shadowed shall not be subject to Relief in Higher Classification under this provision.

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In the event more than two employees meet the criteria, selection shall be made on the basis of seniority.

The initial training shall be provided no later than 120 days after the Union contract ratification and Authority Board approval.

**SECTION XIX ■ MANAGEMENT RIGHTS**

Except as specifically modified or altered by the provisions of this Memorandum of Understanding, the management of the Oakland Housing Authority retains all its rights, responsibilities, and powers without any other limitation. These retained rights, other than those specifically modified in this Memorandum of Understanding, are not subject to review pursuant to the grievance and arbitration procedure contained in this MOU.

**SECTION XX ■ NO STRIKE/LOCKOUT**

There shall be no strikes or lockouts by either party to this Memorandum of Understanding for the duration of this Memorandum.

**SECTION XXI ■ TERM OF AGREEMENT**

This Memorandum of Understanding shall become effective July 1, 2022, and shall remain in effect until June 30, 2025, and if neither party serves written notice of its desire to amend this Memorandum sixty (60) days prior to the date of expiration, it shall be deemed to be renewed for the succeeding year and from year-to-year thereafter in like manner. In the event such notice is given and the parties fail to reach agreement on the issues before them, then at the request of either party, such issue(s) shall be submitted to mediation.

**SECTION XXII ■ SUCCESSOR and ASSIGNS**

This Memorandum shall be binding upon successors and assigns of the parties hereto.

**SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 1021**

**HOUSING AUTHORITY OF THE CITY OF OAKLAND**

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MOU July 1, 2022 – June 30, 2025

OHA Local 1021 Maintenance Unit

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Date: 8/29/2023

Date: 8/29/2023

MOU July 1, 2022 – June 30, 2025

OHA Local 1021 Maintenance Unit

## Appendix A

## Local 1021 Salary Schedule

6% Increase effective 7/1/22, 4.5% for Building & Grounds Worker II, Chief Match B&G II + \$1.60, Landscape Worker Match B&G II + \$1.50

CLASSIFICATION	CODE	A	B	C	D	E	F	G
BUILDING & GROUNDS WORKER I	4100	22.91	25.94	26.56	27.18			
BUILDING & GROUNDS WORKER II	4110	31.58	32.15	32.88	33.52	34.10	34.95	
LANDSCAPE WORKER	4115	33.08	33.65	34.38	35.02	35.60	36.45	
CREW CHIEF	4120	33.18	33.75	34.48	35.12	35.70	36.55	
EQUIPMENT MECHANIC	4130	35.08	35.95	37.01	37.78	37.38		
MAINTENANCE MECHANIC	4150	32.35	33.38	34.47	35.62	36.52	37.45	38.38
RESIDENT CUSTODIAN	4170	25.38	25.90	26.57	27.32	27.06		

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OHA Local 1021 Maintenance Unit

## Appendix B Local 1021 Salary Schedule 5% Increase effective 7/1/23

CLASSIFICATION	CODE	A	B	C	D	E	F	G
BUILDING & GROUNDS WORKER I	4100	24.05	27.24	27.89	28.54			
BUILDING & GROUNDS WORKER II	4110	33.16	33.75	34.52	35.20	35.81	36.70	
LANDSCAPE WORKER	4115	34.73	35.33	36.10	36.77	37.38	38.28	
CREW CHIEF	4120	34.84	35.43	36.20	36.88	37.49	38.38	
EQUIPMENT MECHANIC	4130	36.84	37.75	38.86	39.67	40.59		
MAINTENANCE MECHANIC	4150	34.93	36.04	37.21	38.46	39.44	40.43	41.44
RESIDENT CUSTODIAN	4170	26.65	27.20	27.89	28.69	28.42		



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## Appendix C Local 1021 Salary Schedule 4% Increase effective 7/1/24

CLASSIFICATION	CODE	A	B	C	D	E	F	G
BUILDING & GROUNDS WORKER I	4100	25.26	28.60	29.28	29.97			
BUILDING & GROUNDS WORKER II	4110	34.82	35.44	36.25	36.96	37.60	38.54	
LANDSCAPE WORKER	4115	36.47	37.09	37.90	38.61	39.25	40.19	
CREW CHIEF	4120	36.58	37.20	38.01	38.72	39.36	40.30	
EQUIPMENT MECHANIC	4130	38.68	39.63	40.80	41.66	42.62		
MAINTENANCE MECHANIC	4150	36.68	37.84	39.08	40.38	41.41	42.45	43.51
RESIDENT CUSTODIAN	4170	27.98	28.56	29.29	30.13	29.84		

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OHA Local 1021 Maintenance Unit

**SIDE LETTER OF AGREEMENT – ME TOO**

In the event any other bargaining unit subsequently negotiates a more favorable settlement in regards to COLA, insurance plan contributions or employee retirement contribution, SEIU Maintenance Unit shall receive the benefit of the more favorable settlement.

**SERVICE EMPLOYEES' INTERNATIONAL  
UNION, LOCAL 1021**

**HOUSING AUTHORITY OF THE  
CITY OF OAKLAND**

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*Julio Corral*  
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Julio Corral

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Drew Felder

8/29/2023  
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Date

8/29/2023  
\_\_\_\_\_  
Date

MOU July 1, 2022 – June 30, 2025

OHA Local 1021 Maintenance Unit

**SIDE LETTER - SALARY SURVEY**

The Authority will conduct a salary and benefits survey prior to the expiration of the MOU. The Authority shall pay for the cost of the survey. The Authority shall use no less than seven (7) jurisdictions from the San Francisco-Bay Area in the survey. The Authority and the Union shall agree on the comparable agencies that will be utilized in the survey.

**SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 1021**

**HOUSING AUTHORITY OF THE CITY OF OAKLAND**

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*Julio Corral*  
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Drew Felder

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