

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SANTA MONICA RENT CONTROL BOARD
AND
THE EMPLOYEES ACTION COMMITTEE

January 1, 2022 - December 31, 2024

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ARTICLE I: GENERAL PROVISIONS	1
1.01 Union Recognition	1
1.02 Agency Rights	1
1.03 Agency Shop/Checkoff	2
1.04 Validity of Memorandum of Understanding.....	3
1.05 Obligation to Meet and Negotiate or Confer	4
1.06 Non-Discrimination/Affirmative Action	4
1.07 Waiver of Time Limits	5
1.08 Overpayment Remedy.....	5
1.09 Duration of Memorandum of Understanding.....	5
ARTICLE II: COMPENSATION.....	6
2.01 Step Increases	6
2.02 Support Staff Compensation	6
2.03 Overtime and Compensatory Time.....	8
2.04 Special Wage Differentials	8
2.05 Contract In-Lieu Payments	9
ARTICLE III: SUPPLEMENTAL BENEFITS.....	10
3.01 Medical/Dental/Vision Insurance	10
3.02 Public Employees Retirement System.....	10
3.03 Training and Education.....	12
3.04 Deferred Compensation	13
3.05 Car Expense.....	14
3.06 Disability Insurance	14
3.07 Professional and Associational Dues	14
3.08 Term Life Insurance	14
ARTICLE IV: LEAVES	15
4.01 Holidays.....	15
4.02 Annual Leave (Vacation)	16
4.03 Sick Leave	17
4.04 Personal Leave Days	21
4.05 Leave of Absence Without Pay	22
4.06 Jury Duty/Court Appearances	25
4.07 Bereavement	26
4.08 Child Care Leave.....	26
4.09 Special Leave	27
4.10 Family Leave	28
ARTICLE V: WORKING CONDITIONS	28

5.01	Health and Safety	28
5.02	Hours of Work, Work Week, Rest Periods, TELEWORK.....	29
5.03	Quality of Worklife	31
5.04	Technological Change.....	31
5.05	Effect of Job Performance on Salary	31
5.06	Personnel Files.....	32
5.07	Job Sharing	32
5.08	Job Rotation	33
5.09	Contracting Out of Agency Work	33
ARTICLE VI: EMPLOYER/EMPLOYEE RELATIONS.....		34
6.01	Employee Evaluation.....	34
6.02	Discipline	35
6.03	Grievance and Arbitration Procedure	38
6.04	Seniority	44
6.05	Probationary Employees	44
6.06	Layoff and Recall.....	45
6.07	Temporary Work/As-Needed Employment	46
6.08	Transfer Rights	47
6.09	Union Activity.....	47
6.10	Economic Actions	49
6.11	Job Classifications and Compensation.....	49
6.12	Information to the Union	49
6.13	Bulletin Boards	50
6.14	Records	50

This Memorandum of Understanding is between the Santa Monica Rent Control Board, hereafter referred to as the Agency, and the Employees Action Committee, hereinafter referred to as "the Union."

ARTICLE I: GENERAL PROVISIONS

1.01 UNION RECOGNITION

- A. The Employees Action Committee, a unit of National Organization of Legal Services Workers ("NOLSW"), Local 2320, United Automobile, Aerospace and Agricultural Implement Workers of America ("UAW"), AFL-CIO, hereinafter referred to as "NOLSW, UAW Local 2320," is recognized as the exclusive bargaining representative of the following Rent Control Board classifications:

- Administrative Analyst/Database Coordinator
- Administrative Staff Assistant
- Billing Coordinator
- Systems Administrator/Programmer Analyst
- Information Analyst
- Information Coordinator
- Hearings Investigator
- Hearings Specialist
- Staff Assistant III

- B. It is the mutual understanding of the parties hereto that acknowledgment of the EAC as the recognized employee organization does not preclude or restrict the right of Agency officials to meet and consult with employees in the above classifications concerning their employment relations with the Agency.
- C. The Agency and the Union shall meet to determine whether newly created classifications shall be subject to the terms of this Memorandum of Understanding in light of applicable labor law. If there is no agreement between the parties, the union shall have the right to grieve the Agency's determination in accordance with Section 6.03, Grievance and Arbitration Procedure.

1.02 AGENCY RIGHTS

- A. It is understood and agreed that except as limited by the specific and express terms of this agreement, the Agency retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the right to:

- Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of service to

be provided and the methods and means of providing them; establish policies, goals and objectives; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of Agency operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action in the event of an emergency; hire, classify, assign, transfer, evaluate, promote, lay off, terminate and discipline unit members.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Agency, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this agreement and written Board policies, and then only to the extent such specific and express terms and policies are in conformance with the law.
- C. The exercise by the Agency of the rights and discretions as described herein shall not be subject to the grievance/arbitration procedure, except when the exercise of such rights conflicts with the specific terms and conditions of this agreement.
- D. Nothing in this article is intended to limit, undermine or waive the Union's right to meet and negotiate concerning matters within the scope of representation.

1.03 AGENCY SHOP/CHECKOFF

- A. It shall be a condition of employment under this MOU that all employees covered hereunder shall be members of the Union in good standing, except that if a person chooses not to join the Union, s/he shall pay reasonable registration and agency fees to the Union in such amounts as the Union may prescribe except as provided herein.
- B. Upon written authorization from the employee affected, the Agency shall deduct from the wages of each employee covered by this MOU all such agency fees and dues as are prescribed by the Union.
- C. The Agency agrees to provide for a checkoff of Union dues and agency fees in its normal payroll format and to remit within five (5) days of the end of each month to the designated Union representative all monies withheld from that month's payroll checks as a result of such checkoff. When dues or agency fees authorized to be withheld are not withheld from a particular wage payment, they shall be promptly withheld from a subsequent payment.
- D. All employees shall be notified of this MOU by the Agency at the time they are hired.

- E. An employee may cancel her/his agency fees and dues deduction authorization only by filing a written request for revocation between June 1 and June 10 inclusive, a copy of which shall be served upon the Union prior to filing. Such revocation shall be effective in the first complete payroll following July 1 of any year.
- F. The Agency fee collected from non-union unit members shall not exceed an amount equal to the Union's annual dues for representing such unit members.

In collecting the Agency fee, the Agency shall act as the Union's agent. The Union shall hold harmless and indemnify the Agency against any and all claims, charges or costs arising directly or indirectly from any alleged or actual improper collection of the Agency fee.

- G.
 - 1. Any unit member shall be exempted from the requirements of Paragraph A above, if such employee has been or is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations as a condition of employment.
 - 2. Such exempt member shall, as an alternative to payment of a representation fee to the Union, pay an amount equivalent to such representation fee to a non-religious charity or other charitable organization agreed upon by the employee and the union.
 - 3. The Union, upon written request, may require such exempt unit member to submit a written affidavit to the Union verifying his/her membership as defined in Section G.1 above. In addition, the Union may require such exempt unit member to submit proof of payment of an amount equivalent to such representation fee to the agreed upon charitable organization.
- H. An employee who is on unpaid leave of absence shall not be bound by this article during such period.

1.04 VALIDITY OF MEMORANDUM OF UNDERSTANDING

- A. If any provision of this MOU is determined to be invalid or illegal by a court of competent jurisdiction, then such provision shall be severed from this MOU, but the remainder hereof shall remain in full force and effect. The parties hereto shall immediately commence to negotiate for the purpose of replacing any such invalid or illegal provision.
- B. Should any change be made in any federal or state law or in any rules and regulations implementing such legislation or in any city charter provision which would be applicable and contrary to any provision herein contained,

then such provision of this MOU shall be automatically terminated and the remainder of this MOU shall remain in full force and effect. The parties hereto shall immediately commence to negotiate for the purpose of replacing any such invalid or illegal provision.

1.05 OBLIGATION TO MEET AND NEGOTIATE OR CONFER

- A. Except as provided otherwise in this agreement, the Union and the Agency during the term of this agreement expressly waive the right to meet and negotiate with respect to any subject or matter whether referred to or covered in the agreement or not. This provision shall apply even though such subject or matter may not have been within the knowledge or contemplation of either or both the Agency or the Union at the time they met and negotiated on and executed this agreement. This provision shall also apply even though such subjects or matters were proposed and later withdrawn.
- B. Upon the request of either party, the Union and Agency shall meet and negotiate concerning the impact or effect on wages, hours, or working conditions of actions taken or proposed to be taken by the Agency where such actions contravene past practices except where such actions and the consequences thereof are provided for by this MOU.
- C. No provision or term of this MOU may be amended, waived or altered except by written document executed by the parties hereto. The Union and the Agency may by mutual agreement meet and negotiate concerning any matter within the scope of negotiations.
- D. All matters affecting employee relations, including those that are not subject to negotiations, are subject to consultation between management representatives and the duly authorized representatives of affected employee organizations.

1.06 NON-DISCRIMINATION/AFFIRMATIVE ACTION

- A. There shall be no discrimination in hiring, wages, promotion or other terms or conditions of employment or opportunity for employment based upon race, religious creed, color, national origin, ancestry, age, sex, sexual orientation, gender identity, gender expression, marital or parental status, political affiliation or belief, or upon union membership or union activity, or upon physical handicap or medical condition except where the person because of physical handicap or medical condition is unable to perform her/his duties or cannot perform her/his duties in a manner which would not endanger her/his health or safety or the health or safety of others.
- B. The Agency and the EAC agree to adhere to the workplace policies set forth in the City of Santa Monica Administrative Instructions regarding anti-discrimination and anti-harassment as well as applicable federal and state

anti-discrimination and equal opportunity laws. Employees shall not be subject to intimidation, retaliation, coercion, or discrimination for exercising their legitimate rights under these policies.

- C. Formal grievance procedures outlined in the MOU are available for resolution of complaints alleging harassment and discrimination if the complaint is not adjusted to the satisfaction of the employee in the pre-grievance process. The time limits for filing a formal grievance will begin as of the date of notification of action taken by the Director of Personnel.

1.07 WAIVER OF TIME LIMITS

Any time limit set forth in this MOU may be extended or waived by mutual written agreement of the parties.

1.08 OVERPAYMENT REMEDY

An employee shall reimburse the Agency for any overpayment of wages or benefits. Said reimbursement shall not be required until the Agency notifies the employee in writing. Reimbursement may be accomplished by a lump sum deduction from the next payroll warrant issued to the employee following notification or by other reasonable repayment method mutually acceptable to the employee and the Agency, except that the lump sum deduction may be required if the next payroll warrant issued to the employee is the final or termination warrant.

1.09 DURATION OF MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding shall be effective as of January 1, 2022 and shall remain in full force and effect until December 31, 2024. Negotiations on a successor to this MOU shall commence no later than October 1, 2024.

ARTICLE II: COMPENSATION

2.01 STEP INCREASES

- A. For all employees hired after July 1, 1983, step levels shall be calculated from the first day of an employee's continuous employment with the Agency including an employee's probationary period, but excluding periods of temporary or as-needed employment. An employee who accepts a promotion shall be compensated at the salary step of the new classification that provides a salary that is at least three percent (3%) higher than the salary the employee would receive at the end of six (6) months in his/her old classification. In the event of a promotion the employee's anniversary date for consideration of future step increases shall change and become the effective date of the promotion.
- B. As used in this article the term "employee" does not include independent contractors.
- C. Step levels on the compensation grids shall be designated by Steps 1 through 5.
- D. If an employee has been on leave for more than sixty (60) consecutive calendar days, the step increase shall be effective on the employee's anniversary date plus the total number of calendar days during which the employee was on leave minus sixty (60) days. If, on the anniversary date the employee has been on leave more than sixty (60) consecutive days, then the step increase shall be delayed until the employee returns to work, at which time the employee's step increase shall be effective on the employee's anniversary date plus the total number of calendar days during which the employee was on leave minus sixty (60) days. In both instances, the anniversary date shall be changed accordingly.

2.02 SUPPORT STAFF COMPENSATION

- A. The following definitions are to be applied in the interpretation of this MOU:
 - 1. "Salary Range" shall mean the normal five-step (1 through 5) hourly or monthly pay scale (and the biweekly equivalent) assigned to each employment position classification within the Agency work force.
 - 2. Effective July 1, 1989, "Salary Range Steps 1 through 4" shall mean and be established to bear the following percentage relationship to Salary Range Step 5 computed to the nearest dollar. Contingent upon, at minimum, satisfactory performance evaluation, normal progression through the range toward Step 5 shall be in annual step increments.

- Step 1 - 81% of Step 5
- Step 2 - 85% of Step 5
- Step 3 - 90% of Step 5
- Step 4 - 95% of Step 5
- Step 5 - 100%

3. "Nearest Dollar" shall mean the next lower dollar in a monthly rate when the computed amount is 50 cents or less and the next higher dollar when the computed amount is 51 cents or more.

B. Effective Date of Pay Increase

1. All negotiated pay increases and salary related benefit increases specified in this MOU shall become effective on the first day of the pay period closest to the date stated in subsections C, D and E below, except that when such date falls on the Sunday in the middle of the pay period, increases shall become effective on the first day of the pay period immediately following said effective date.
2. Periodic step increases and increases resulting from promotion shall become effective on the first day of the pay period in which they are due.

C. Salary Grid Effective January 1, 2022

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	81%	85%	90%	95%	100%
ADMINISTRATIVE STAFF ASSISTANT -- RENT CONTROL	5243	5502	5826	6149	6473
ADMINISTRATIVE ANALYST/DATABASE COORDINATOR	6755	7088	7505	7922	8339
BILLING COORDINATOR	5699	5981	6332	6684	7036
HEARING INVESTIGATOR	6755	7088	7505	7922	8339
HEARINGS SPECIALIST	5886	6177	6540	6904	7267
INFORMATION ANALYST	6755	7088	7505	7922	8339
INFORMATION COORDINATOR	6299	6610	6999	7388	7777
STAFF ASSISTANT III	4892	5133	5435	5737	6039
SYSTEMS ADMINISTRATOR/PROGRAMMER ANALYST	8555	8978	9506	10034	10562

- D. Effective January 1, 2023, the salaries of all employees covered herein shall be increased by the annual increase in the Consumer Price Index for all Urban Consumers in the Los Angeles-Long Beach-Anaheim Area for 2022. However, in no event shall the adjustment exceed 2.50%.
- E. Effective January 1, 2024, the salaries of all employees covered herein shall be increased by the annual increase in the Consumer Price Index for all Urban Consumers in the Los Angeles-Long Beach-Anaheim Area Urban for 2023. However, in no event shall the adjustment exceed 2.50%.

2.03 OVERTIME AND COMPENSATORY TIME

- A. Overtime is defined as any work performed by employees in the course or scope of employment for the Agency, which exceeds both nine (9) hours and the employee's regularly scheduled work day, or 80 hours within a two week pay period.
- B. All employees shall be eligible for overtime at the rate of one and one-half (1-1/2) times the employee's normal hourly rate with the exception of overtime required on Sundays and Holidays which shall be compensated at the rate of two (2) times the employee's normal hourly rate. All overtime must be approved in advance.
- C. In lieu of pay for approved overtime worked, an employee shall have the option to accrue up to twenty-seven (27) hours per fiscal year at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. After twenty-seven (27) hours of compensatory time, a department head may, upon the request of an employee, authorize an employee to accrue additional compensatory time. Compensatory time accrued in one fiscal year may not be carried over to another fiscal year. Accrued compensatory time shall be used before accrued vacation time. Cashout of unused compensatory time shall be at the salary rate in effect for the employee on June 30 of the fiscal year for which cashout is requested.

Compensatory time off shall be taken only with the prior approval of the department head. Requests for compensatory time off shall be submitted in writing to the supervisor at least five (5) days in advance of the requested time off. Supervisors shall respond to the requests within twenty-four (24) hours of receipt of request. Requests for one day or less off may be made on shorter notice and such requests will be granted if practicable.

- D. If overtime is required, two (2) days advance notice, when possible, shall be given to the affected employees. If less than two (2) days' notice is provided, any employee may for good cause refuse to perform such overtime and shall not be penalized for such refusal.
- E. Should an employee be required to appear in court or to appear at a Rent Control Board hearing on his/her regularly scheduled day off, the Agency shall pay the employee the appropriate overtime compensation, but not less than a minimum of one (1) hour overtime pay, regardless of the time actually worked as a result of the court or hearing appearance.

2.04 SPECIAL WAGE DIFFERENTIALS

- A. Bilingual Differential. Upon recommendation of the Administrator, the Agency will approve payment of a five percent (5%) increase in wages per month to a bilingual worker who fills a position which requires bilingual

speaking and/or writing ability. Employees hired on or after July 1, 2012 who do not fill a position which requires bilingual speaking ability but who are occasionally assigned to speak or translate a language other than English shall receive bilingual skill pay of \$100.00 per month prorated for part-time employees.

- B. To receive bilingual pay the following criteria must be met:
1. The employee must be assigned to speak or translate a language other than English. This may include specialized communication skills such as sign language.
 2. An employee must regularly use such skills during the course of his/her duties, as determined by Agency management, or upon regularly occurring request of Agency management.
 3. To become qualified, an employee must be certified as qualified through an examination procedure administered or designated and overseen by the Human Resources Department.
 4. Recertification of this skill may be required from time to time through an examination procedure administered or designated and overseen by the Human Resources Department.

2.05 CONTRACT IN-LIEU PAYMENTS

- A. The Board grants a one-time only payment of \$1,500 to all bargaining unit members on the payroll and reporting for work during the week of March 14th – March 18th, 2022. Employees on leave of absence other than paid leave during this period shall not be eligible for the payment. Payment will be paid upon final ratification of the contract. This lump sum will not be reported as compensation in reporting to CalPERS.
- B. The Board grants a one-time only payment of \$1,000 to all bargaining unit members on the payroll and reporting for work during the week of January 2nd – January 6th, 2023. Employees on leave of absence other than paid leave during this period shall not be eligible for the payment. This lump sum will not be reported as compensation in reporting to CalPERS.
- C. The Board grants a one-time only payment of \$1,000 to all bargaining unit members on the payroll and reporting for work during the week of January 1st – January 5th, 2024. Employees on leave of absence other than paid leave during this period shall not be eligible for the payment. This lump sum will not be reported as compensation in reporting to CalPERS.

ARTICLE III: SUPPLEMENTAL BENEFITS

3.01 MEDICAL/DENTAL/VISION INSURANCE

A. Medical Insurance

The Agency shall pay medical insurance premiums for employees covered herein as set forth in the "Umbrella Agreement Setting the Terms and Conditions of Medical Insurance Coverage for All Santa Monica Rent Control Board Employees." This MOU umbrella agreement is between the EAC, Hearing Examiner Representational Organization, Society for Union Employment, and Individual Unaffiliated Employees and the Santa Monica Rent Control Board.

B. Dental Insurance

Dental insurance coverage shall be provided at no cost to employees and their eligible dependents provided that employees covered herein participate in the City-offered dental insurance programs.

C. Vision Insurance

The Agency agrees to provide vision care insurance, at no cost, to employees covered herein and their eligible dependents. The Agency retains the right to select the provider and to set the levels of coverage for said vision care insurance plan. The Agency also retains the right to change the provider of said vision insurance plan and/or the level of benefits provided under the plan without meeting and conferring.

If negotiations begin for a new umbrella agreement to supersede or succeed the current Medical Insurance Umbrella Agreement between the City and the Coalition of Santa Monica City Employees, the Agency and EAC agree to meet and confer to determine how medical insurance premiums for employees covered herein will be paid. The parties will consider but not be bound by any changes agreed to between the City and the Coalition of Santa Monica City Employees.

In the event that implementation of federal health insurance reform affects how public employer provided health insurance benefits are delivered and/or paid for, the Agency agrees to meet and confer with EAC.

3.02 PUBLIC EMPLOYEES RETIREMENT SYSTEM

The Agency, through the City of Santa Monica, is a contract member of the California Public Employees' Retirement System (CalPERS), and it is understood and agreed that such membership will be maintained and the employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and the California Public Employees' Retirement System heretofore approved by the Santa Monica City Council.

The terms and conditions regarding CalPERS retirement and optional benefits

for miscellaneous employees are set forth in the Umbrella Agreement between the City and the Coalition of recognized employee organizations that are recognized by the City to represent non-sworn City employees: Administrative Team Associates (ATA), Management Team Associates (MTA), Municipal Employees Association (MEA), Public Attorneys Union (PAU), Public Attorneys' Legal Support Staff Union (PALSSU), Supervisory Team Associates (STA), International Brotherhood of Teamsters, Local 911 (Teamsters), SMART-TD, members of the Executive Pay Plan (EPP), and members of the Confidential Unrepresented Employees Pay Plan (CUE).

Sections A and B below provide a summary of certain provisions of the Umbrella Agreement, but the full provisions of the Agreement apply. Section C provides a summary of certain provisions of the Public Employees' Pension Reform Act of 2013 ("PEPRA").

- A. Tier 1 Employees: Employees hired before July 1, 2012 continue to have the same 2.7% @ 55 full retirement formula and they shall continue to reimburse the City a total of 6.7% of their compensation reportable to CalPERS toward the mandatory employer contribution, unless the December 1, 2011 Umbrella Agreement is amended to stipulate otherwise. These monies will continue to be used to reimburse the City for the additional cost associated with implementing the CalPERS 2.7% @ 55 full retirement formula option for miscellaneous City employees. When calculating retirement benefits for Tier 1 employees the period to determine average monthly pay rate shall continue to be the 12 highest paid consecutive months.

For Tier 1 Employees, the City shall continue to pay and report the value of Employer Paid Member Contributions (EPMC), also referred to as the "PERS on PERS" option, whereby the City of Santa Monica, as allowed by Government Code Section 20636(c)(4), reports to the California Public Employees Retirement System (CalPERS) as compensation earnable the monetary value of normal contributions paid by the Agency (hereinafter referred to as the EPMC) on behalf of the employee covered by this Agreement pursuant to the provisions of Section 20691 of the California Government Code, as described in this Section. In return, there shall be deducted from the income of each employee, on a pre-tax basis, the added cost to the City resulting from paying employer and employee retirement contributions on the EPMC, which is an amount equal to the product obtained by multiplying the value of the EPMC by a percentage equal to 8%, plus the City's prescribed contribution rate to PERS (which is subject to annual adjustment).

- B. Tier 2 Employees: Employees hired on or after July 1, 2012 will receive the optional CalPERS benefit set forth in Section 21354 of the California Government Code, which establishes a 2.0% @ 55 full formula, with Final Compensation based on the 36 highest paid consecutive months set forth in Section 20037 of the California Government Code. Employees will

contribute, on a pre-tax basis, the mandatory 7% employee contribution to CalPERS. The City will not implement the option to pay and report the value of Employer Paid Member Contributions (EPMC).

- C. Tier 3 Employees: Any employee hired after January 1, 2013 and who meets the definition of new member as defined in the Public Employees' Pension Reform Act of 2013 ("PEPRA") will fall under the pension provisions of the state mandated provisions of PEPRA. As stated in Section 1.04, Validity of Memorandum of Understanding, of this memorandum of understanding, any provisions of PEPRA which may conflict with any provision contained herein shall supersede this MOU.

Employees of the Agency agree that should the City and the Coalition of Santa Monica City Employees enter into an agreement to enhance or modify the PERS retirement formula for non-sworn employees requiring an employee-paid contribution or other financial arrangement affecting employee compensation, employees will be bound by the terms of that agreement.

3.03 TRAINING AND EDUCATION

- A. All employees shall be encouraged to seek additional training which will enhance their contribution to the Agency and further their promotional opportunities within the Agency.
- B. The Agency will endeavor to provide reasonable in-house or on-the-job training programs or arrange for employee attendance at locally-offered workshops designed to improve job skills and to foster promotional opportunities within the Agency. Employees who are required or directed to attend training sessions or educational programs will be paid for time spent, whether such training is during normal working hours or outside of such hours.

Such workshops, seminars, etc. should generally be supported by the employee's performance evaluation objectives. They may be offered by private companies, colleges or universities, or the City or Agency. They do not grant college credit or a grade after completion, and generally last from one (1) to five (5) days and are given during normal working hours.

- C. To enhance the effectiveness of the training, lesson plans may include on-the-job projects or "internships". Employees shall not receive any additional salary or benefits for participation in the training. Participation in a training program that includes on-the-job projects is voluntary.
- D. A request by an employee to attend a training session or educational program shall be approved or denied by the supervisor within ten (10) working days of such request unless the employee extends or agrees to extend such time.

- E. Employees who have been permanently employed with the Agency for two or more years who wish to undertake advanced educational or professional job-related training or educational requirements for promotional opportunities within the Agency will be eligible to have the cost of such programs paid by the Agency, provided that the course a) is given by an accredited college or university, b) provides a grade or college credit upon completion, c) is taken on the employee's own time. The total reimbursement to any one full-time employee shall not exceed \$2,000.00 each fiscal year; reimbursements to employees working at least half time shall be prorated in on the basis of the ratio of the number of hours s/he works to a full forty-hour week. Requests for tuition reimbursement must be made in advance of course completion. Reimbursement will not be authorized until proof of successful completion of the course is provided. Course approval shall not be withheld if the education program is designed to improve that employee's job-related skills or provides educational requirements for promotional opportunities within the Agency.

3.04 DEFERRED COMPENSATION

The City has established and maintains a deferred compensation plan pursuant to the provisions of Section 457 of the Internal Revenue Code of 1986, as amended. Each employee covered herein, at his or her sole discretion, may defer and have deposited into the City's 457 plan a portion of his or her compensation up to the maximum amount permitted by law.

Effective January 1, 2007, the Agency shall participate in the City's 401(a) deferred compensation plan. In addition, effective January 1 of any subsequent calendar year in which this Agreement is in effect, EAC may elect to implement a mandatory employee contribution into the 401(a) plan by providing notice to the Agency of its desire to do so at least three (3) weeks prior to the beginning of the calendar year. Mandatory employee contributions shall meet the requirements of the Internal Revenue Code.

Effective July 1, 2015, the agency contribution shall be a total of \$207.69 bi-weekly per employee -- \$103.85 to the 457 plan and \$103.85 to the 401(a) plan.

Effective January 1, 2016, the agency contribution shall be a total of \$219.23 bi-weekly per employee -- \$103.85 to the 457 plan and \$115.38 to the 401(a) plan.

Effective January 1, 2024 and after implementation of the cost of living increase set forth in paragraph 2.02E above, \$50 of the Board's monthly \$115.38 contribution into the 401(a) plan will be rolled into salary steps 1 – 5 of each of the EAC positions on the compensation grid. With that change, there will be a mandatory employee contribution of at least \$23.08 per pay period into the 401(a) plan, with the amount of the mandatory employee contribution being the same for each employee.

Part-time employees shall receive prorated deferred compensation. The prorated contribution will be entirely reflected in the Agency's 457 contribution.

3.05 CAR EXPENSE

Employees shall be compensated at the Internal Revenue Service standard mileage rate, plus parking and toll charges, if any, for the use of their personal vehicles in the performance of their job duties.

3.06 DISABILITY INSURANCE

Employees shall be covered by a long term disability plan provided at the Agency's expense. Such plan shall provide long term disability benefits equal to sixty percent (60%) of the employee's monthly salary after a sixty (60) day elimination period and will be subject to the usual provisions and exclusions of such insurance.

Employees shall be covered under Section 710.5 of the California Unemployment Insurance Code at the employee's expense. The Agency shall be responsible for complying with the requirements and conditions for employee coverage under Section 710.5.

3.07 PROFESSIONAL AND ASSOCIATIONAL DUES

The Agency may elect to pay voluntary associational dues for individual employees where membership in such associations materially contributes to the professional, technical or vocational skills of the employee and such skills are related to performance of the individual's duties in the Agency.

3.08 TERM LIFE INSURANCE

The Agency agrees to maintain at no cost to the employee a term life insurance plan for permanent employees covered herein, with individual coverage in an amount equal to double the employee's annual base salary.

ARTICLE IV: LEAVES

4.01 HOLIDAYS

- A. The following days shall be observed as paid holidays:
1. New Year's Day (January 1),
 2. Martin Luther King's Birthday (3rd Monday of January),
 3. Presidents' Day (3rd Monday in February),
 4. Cesar Chavez Day (4th Monday in March),
 5. Memorial Day (last Monday in May),
 6. Juneteenth Day of Observance (June 19),
 7. Independence Day (July 4),
 8. Labor Day (1st Monday in September),
 9. Thanksgiving Day (4th Thursday in November),
 10. Friday after Thanksgiving Day
 11. Christmas Day (December 25)
 12. The last four (4) hours of an employee's scheduled work shift on the last working day preceding Christmas Day.
 13. The last four (4) hours of an employee's scheduled work shift on the last working day preceding New Year's Day.
 14. Any day or portion thereof declared to be a holiday by proclamation of the Mayor, or the concurrence of the City Council by resolution, or by resolution of the Rent Control Board.
 15. One floating holiday
 16. In lieu of the February 12th Presidents' Day holiday a non-cashable floating holiday shall be accrued as of January 1. Only those employees who are on the payroll as of January 1 shall be entitled to accrue the non-cashable floating holiday. The non-cashable floating holiday must be taken before the end of the fiscal year. If the non-cashable floating holiday is not taken by the end of the fiscal year, the holiday is forfeited.

The Agency reserves the right to alter the above holiday schedule in conformance with any changes to the holiday schedule made by the City.

A paid holiday shall mean nine (9) hours when it falls on a regularly scheduled nine hour day or eight (8) hours when it falls on a regularly scheduled eight hour day at the employee's straight time rate of pay.

The floating holiday set forth in 15 above will be treated as nine (9) hours which may be cashed out if not used.

Whenever any day listed herein as a paid holiday falls upon any day other than Saturday or Sunday when a City facility (including department, division or work unit) is already scheduled to be closed to the public because of the adoption of a compressed work schedule, employees who work at said City facility will receive an eight (8) hour floating holiday in

lieu of the day listed as the paid holiday. This floating holiday cannot be accrued and carried over to the next fiscal year, and the floating holiday cannot be cashed out at the end of the fiscal year. This floating holiday must be taken by the end of the fiscal year in which it is granted to the employee or be forfeited.

- B. When any holiday specified above falls on a Sunday, it shall be observed on the following Monday.
- C. When any holiday specified above falls on a Saturday, it shall be observed on the preceding Friday.
- D. For purposes of computing overtime, a holiday shall be counted as eight (8) hours worked when it falls on an eight hour day and nine (9) hours worked when it falls on a nine hour day.
- E. Holidays for part-time employees shall be prorated on the basis of the ratio of hours of their work week compared to a full forty (40) hour work week.

4.02 ANNUAL LEAVE (VACATION)

- A. Annual leave shall be accrued at the rate of one (1) day per month of employment during the first year of employment. No annual leave may be taken during the first six (6) months of employment unless approval is granted by the department head.
- B. Beginning at the start of the fourth year of employment, annual leave shall be accrued at the rate of one and one-quarter ($1\frac{1}{4}$) days per month. Beginning at the start of the sixth year of employment, annual leave shall be accrued at the rate of one and one-half ($1\frac{1}{2}$) days per month. Beginning at the start of the sixteenth year of employment, annual leave shall be accrued at the rate of one and three-fourths ($1\frac{3}{4}$) days per month, effective January 1, 2000.
- C. Any unused days of annual leave may be carried over from year to year provided that the maximum accrual of vacation time shall not exceed three times the employee's annual accrual rate. Effective July 1, 2014, maximum accrual of vacation shall not exceed two times the employee's annual accrual rate.
- D. Upon separation, the employee shall be paid for all accrued unused days of annual leave, subject to subsection C above.
- E. If a paid holiday occurs while an employee is on annual leave, that day shall not be deducted from the employee's accrued annual leave.

- F. Prior to March 1, employees shall be given notice that during the period March 1 through March 15, annual leave requests for the following year (April 1 through March 31) may be submitted to the employee's supervisor. All requests for annual leave must be in writing. If more requests for the same period of time are received than can be approved, the supervisor shall approve requests on the basis of seniority. Employees shall be notified of the action taken on their request within ten (10) working days after the close of the annual leave request period. Other than during the annual leave request period, annual leave shall be considered in the order in which requests are received.
- G. After an employee's annual leave is scheduled, it can only be changed with the consent of the department head.
- H. Annual leave may be granted in increments of less than one week provided that notice of such intention is given to her/his department head at least five (5) days in advance, except that the department head may grant up to two (2) days of leave without five (5) days advance notice. However, all requests for leave must be in writing in advance. Requests for leave will not be unreasonably denied.
- I. An employee who has accrued five (5) days or more annual leave shall request such leave from her/his department head at least thirty (30) days in advance of the date s/he wishes to start such leave. The request for such leave shall not be unreasonably denied.
- J. Part-time employees shall accrue annual leave prorated on the basis of the ratio of the number of hours s/he works each week to a full forty (40) hour work week.

4.03 SICK LEAVE

- A. Employees shall accrue sick leave on the following basis, provided that permanent part-time employees shall accrue sick leave in that proportion as the number of hours regularly worked bears to the full-time work week:
 - 1. A permanent employee shall accrue sick leave at the rate of one (1) day per month.
 - 2. A new (probationary) employee may use sick leave, accrued one working day per month, during the first six months of continuous service with the Agency. If the employee separates prior to completing six months of continuous service, he or she shall be required to reimburse the Agency for any sick leave that was paid during the first six-month period.
- B. Sick leave will be granted when an employee is required to be absent from work because of -

1. Illness of the employee.
2. Contact with, or exposure to, a contagious disease rendering the employee's presence hazardous to fellow employees.
3. Necessary medical or dental attention for the employee or close relative whose welfare is the responsibility of the employee that cannot be scheduled during non-working hours.
4. Illness of a minor child in the employee's household.
5. Care for and/or comfort of a close relative or registered domestic partner who has suffered an accident, emergency, or serious illness, and whose welfare is the responsibility of the employee. The term "close relative" as used in subsections B(3) and (5) above includes but is not limited to a person in a spousal relationship with the employee, adult children, parents, or siblings. When an employee seeks to use sick leave for this purpose, the employee may be required by her/his supervisor to give details concerning the relationship and the nature of the condition requiring the employee to take the time off.

When providing care for a "close relative" as described in subsections B(3) and (5) above, the employee may be required to provide medical verification to the Agency before an employee shall be allowed to charge the time away to accrued sick leave.

6. Temporary Disability Due to Pregnancy

An employee who is working is entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such leave, including the date on which the leave shall commence and the date on which the leave shall end shall be determined by the employee and the employee's physician; however, the Agency may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the Agency at Agency expense.

An employee who has no remaining accumulated sick leave may take annual leave or leave without pay for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom.

7. An employee may use up to two (2) days per fiscal year of accumulated sick leave for personal matters. If practicable, the employee will notify the supervisor in advance of taking such leave.
- C. Sick leave is cumulative.
- D. An employee who is unable to work because of illness and has no remaining accumulated sick leave shall be required to use accumulated annual leave and accumulated compensatory time. If an employee is admitted to a hospital or health care institution either because of a serious illness or an accident and the employee has no remaining accumulated sick leave or annual leave, additional sick leave days may be obtained for the periods that the employee is in the hospital or other institution and for related treatment and recovery as follows:
1. If the employee has been employed for two (2) full years or more, the Agency will lend up to fourteen (14) days of sick leave to the employee upon request.
 2. If the employee has been employed for four (4) or more years, the Agency will lend up to thirty (30) days of sick leave to the employee upon request.
 3. If the employee has been employed for less than two (2) years, or has already been loaned the maximum additional sick leave pursuant to the above, additional sick leave may be loaned at the discretion of the Administrator.
 4. Notwithstanding the above provisions, the Administrator may at her/his discretion authorize a loan of sick leave in circumstances not enumerated in items 1-3 above.
 5. All loans of sick leave shall be repaid by application to the loan of all accumulated sick leave and annual leave by the employee after the loan until the loan is extinguished. All outstanding loans at the time an employee leaves the employment of the Agency shall be recouped from the last payroll check.
- E. For employees hired before July 1, 2012, upon resignation or retirement after five (5) years of continuous service, an employee shall be paid for all accumulated sick leave since date of hire, but not to exceed sixty (60) days.

For employees hired on or after July 1, 2012, upon resignation or retirement after five (5) years of continuous service, an employee shall be paid for all accumulated sick leave since date of hire, but not to exceed thirty (30) days.

Upon layoff, an employee with one (1) year of continuous service, shall be paid for all accumulated sick leave since date of hire, but not to exceed sixty (60) days.

- F. An employee may have the annual option to be paid for certain unused sick leave on the terms noted below or to “bank” unused sick leave.

Payment at the employee’s base rate for the fiscal year during which the sick leave was earned but not used shall be made only to employees on the payroll as of June 30 of that fiscal year. To qualify for payment an employee must have a sick leave “bank” of six (6) days. For the purposes of this Section, “bank” shall mean sick leave earned in prior years and reported in the “Bank as of Last Fiscal Year End” column of the “Annual Sick Leave Payoff/Accrue Designation by Employee” report issued by the City near the end of the fiscal year during which payable sick leave is earned.

An employee may redeem unused sick leave accrued in the prior fiscal year as follows:

<u>Less Than 10 Years of Service</u>		<u>10 or More Years of Service</u>	
<u>Sick Leave Days Used in Fiscal Year</u>	<u>Days Payable</u>	<u>Sick Leave Days Used in Fiscal Year</u>	<u>Days Payable</u>
0	9	0	12
1	8	1	11
2	7	2	10
3	6	3	9
4	5	4	8
5	4	5	7
6	3	6	6
7	2	7	5
8	1	8	4
9	0	9	3
		10	2
		11	1
		12	0

The number of days (or portion thereof) of sick leave used in the previous fiscal year shall be subtracted from the number of days of sick leave accrued during that same fiscal year and the employee may elect to redeem the remainder in increments of full hours according to the tables above, provided they have a sick leave “bank” as described above.

For a part-time employee, the sick leave buy back schedule, as set forth above, will be prorated in the same ratio as the number of hours budgeted for the employee’s position bears to the full-time work week.

It is mutually acknowledged by the parties that the use of Code 40 or other time off not appropriately scheduled in advance in the fiscal year in which otherwise payable sick leave is earned will disqualify an employee from eligibility for payment under this section.

The Agency will notify each qualified employee of her/his redemption options in May of each year, and the employee shall make the election to redeem or not to redeem by May 31st. Cashout of accrued sick time shall be at the salary rate in effect for the employee on June 30 of the fiscal year for which cashout is requested.

- G. Nothing in this MOU shall operate to divest any employee of sick leave accrued prior to the effective date of this MOU.
- H. An employee who is sick on a nine (9) hour work day will be allowed to use other paid leave time to supplement the eight (8) hours of paid sick leave in order to receive a full day's pay for the sick day.
- I. For the purposes of this article a day shall mean eight (8) hours.

4.04 PERSONAL LEAVE DAYS

- A. Each employee who works a forty (40) hour work week shall be entitled to receive forty-five (45) hours as personal leave. The forty-five (45) hours shall accrue on July 1 of each year and shall be used within the fiscal year they are accrued. At no time shall the forty-five (45) hours be carried over from year to year. If not used during the fiscal year, twenty-seven (27) hours may be cashed out at the salary rate in effect on June 30.
- B. The employee shall make a written request of his/her supervisor at least twenty-four (24) hours prior to the time off requested, except in the event of an emergency.
- C. Part-time employees shall accrue personal leave prorated on the basis of the number of hours s/he works each week to a full forty (40) hour work week.
- D. Personal leave may be used to supplement sick or annual leave.
- E. Full-time employees commencing employment between July 1 and December 31 of a calendar year shall be entitled to forty-five (45) hours. Full-time employees commencing employment between January 1 and June 30 of a calendar year shall be entitled to personal leave of eighteen (18) hours. Part-time employees shall accrue prorated leave on the same basis.

4.05 LEAVE OF ABSENCE WITHOUT PAY

A. Discretionary Unpaid Leave

1. Any permanent employee who has successfully completed his/her probationary period may request in writing unpaid discretionary leave for a period of up to one (1) year. Such request shall be made at least thirty (30) days in advance of the date the leave is to begin.
2. Discretionary leave shall be granted to eligible employees in the order in which written requests are received pursuant to subsection A.1 above. Under ordinary circumstances, an employee granted unpaid leave shall be required to first utilize all accrued vacation.
3. The thirty (30) day notice requirement may be waived in unusual circumstances.
4. The request shall be submitted to the Administrator, who shall respond to the request within ten (10) working days.
5. During the period of leave the employee shall retain her/his seniority but shall not accrue additional seniority. An employee granted discretionary leave may elect to continue her/his health benefits by paying to the Agency the actual cost of such benefits.
6. An employee granted discretionary leave shall not obtain other employment.
7. The Agency shall not deny an employee meeting the requirements of this section discretionary leave except for good cause.
8. Under ordinary circumstances, no unpaid leave shall be granted until all accrued paid leave time to which the employee is entitled has been exhausted. At the administrator's discretion, unpaid leave may be authorized while allowing the employee to retain up to two (2) days of annual leave.

B. Authorized Use of Unpaid Leave (Code 40)

1. Under ordinary circumstances, no unpaid leave shall be taken unless authorized in advance. Additionally, all paid leave time to which the employee may be entitled must be exhausted before the authorized use of code 40.

- (a) A supervisor may grant an employee an unpaid leave up to two (2) hours for personal business which cannot reasonably be accomplished during non-working hours.
- (b) If an employee has scheduled an annual leave and does not have sufficient accumulated leave time, the employee may use up to nine (9) hours of Code 40 to supplement leave time. This supplement may be used only once in any twelve month period.

C. Unauthorized Use of Unpaid Leave (Code 40)

- 1. Unauthorized use of unpaid leave occurs when an employee has exhausted all paid leave time and is absent during working hours without authorization of use of unpaid leave or leave of absence under other provisions of this MOU.
 - (a) Absence of an employee without authorization of use of unpaid leave may be the basis for disciplinary action.
 - (b) Absence of an employee for three consecutive days without proper notification shall be grounds for termination. Such termination may be rescinded and replaced by a grant of leave of absence if investigation shows that employee acted in good faith.

D. Non-Work Related Illness or Disability Leave

- 1. If an employee experiences an involuntary absence from her/his work because of illness or disability and thereby exhausts all sick leave, annual leave, and compensatory time accruals, s/he shall be placed on leave without pay for a period of no more than six (6) months, if necessary, due to the illness or disability. The Agency will request the absent employee to provide information about the employee's absence including at a minimum: the nature of the illness or disability, the probable length of absence or estimated date of return to work, and medical verification of condition. Failure of the employee to respond to the Agency's request for information may subject the employee to denial of leave and/or termination of employment. The employee may elect to pay for continued health insurance coverage provided in the MOU to the extent that the insurance policy allows such during the leave, and all seniority shall be retained.
- 2. The leave without pay shall be cumulative for the same illness or injury in a twenty-four (24) month period.

3. If the employee is unable to return to work at the end of the six month period, the employee may be terminated.
- E. Education Leave for Full-Time Students. Subject to the staffing needs of the Agency, a permanent employee may be granted leave without pay for up to one year upon presentation of a plan for full-time schooling to improve the employee's value to the Rent Control Board. If the educational leave is for three (3) months or less, the employee shall be returned to her/his job at the end of the leave period. If the education leave is for a period of longer than three (3) months, the employee shall be returned to her/his job at the end of the leave period if there is a vacancy. If there is no vacancy in the employee's current job classification, the employee may be placed on layoff status.
- F. Union Leave
1. Any employee elected or appointed to an office or position in the Union shall be granted a leave of absence for up to one (1) year of continuous service with NOLSW, UAW Local 2320 upon written request by NOLSW, UAW Local 2320. Ninety (90) days notice must be given the Agency before the employee takes such leave or chooses to return to work. Such leave of absence shall be without pay. An employee shall retain seniority accrued prior to the commencement of the leave.
 2. A temporary leave of absence without pay not to exceed ten (10) working days for Union business shall be granted under the following conditions. This unpaid leave shall be used for the purpose of attending Union workshops, conventions and/or conferences.
 - (a) Leave shall not be granted for periods of less than a full work day.
 - (b) Written notice shall be given by the Union to the Agency at least three (3) days prior to commencement of any such leave.
 - (c) This section shall not apply during critical periods if it would harm the operation of the Agency.
 - (d) The Agency need not grant more than a total of fifteen (15) full working days of temporary Union leave in any fiscal year.
 3. At the discretion of the Agency, no more than two (2) employees need be granted Union leave at any one time. The two employees granted Union leave shall not be assigned to the same department within the Agency.

G. Workers Compensation

1. Any permanent employee covered herein who was receiving disability payments under the "Workers Compensation Act of California" (for on-the-job injuries sustained while engaged in the performance of the duties of any such position) shall receive from the Agency during the first sixty (60) days of such disability, absence payments in an amount equal to the difference between the disability received under the Workers Compensation Act and the employee's full salary. Such payments by the Board shall be made without any deduction from accrued sick leave benefits. An employee may only claim these benefits once for each workers compensation claim.
2. In the event an employee absence results from a work related illness or injury, at the end of the twelfth (12) month of absence for the same claim the employee may be replaced if the Agency has a business necessity for replacing the absent employee on a permanent basis. Such separated employees will have recall rights to any vacancy in their prior work classification pursuant to Section 6.06. Prior to exercising any recall rights, however, the individual must have obtained a medical release for return to work.

H. In the event an employee's illness or disability results in use of all accrued sick leave, vacation, personal leave days, compensatory time, and all other accrued time held by the employee, the Agency shall pay up to ninety (90) days (three monthly installments) of the employee's health insurance premiums. This benefit can be used only once during the life of this contract.

4.06 JURY DUTY/COURT APPEARANCES

When summoned to serve on jury duty on work days, employees shall be granted a leave of absence with pay no more than once a year provided that the employee does the following:

1. During periods when the employee is excused, the employee shall report for work provided s/he can reasonably return to work for an hour or more.
2. Any compensation received by the employee as a result of jury duty on work days (excluding transportation and meals) shall be surrendered to the Agency.
3. The jury supervisor signs the appropriate form certifying the attendance of the employee to jury duty.

4. Whenever an employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the Agency and the employee makes arrangements, where possible, to be on call and reports to work as scheduled.

4.07 BEREAVEMENT

- A. An employee who suffers the death of a spouse, person in a live-in spousal relationship, parent, step-parent, sibling, sibling of spouse, spouse of sibling, step-sibling, child, step-child, natural parent of a common child, grandparent, step-grandparent, grandchild, step-grandchild, spouse of child, spouse of step-child, step-parent of spouse, or parent of spouse shall be entitled to five (5) working days leave of absence with pay. This leave will apply equally where the relatives set forth above are the relatives of a person in a live-in spousal relationship. An employee who works less than five (5) days a week or less than forty (40) hours per week shall be entitled to paid leave equivalent to the regular pay the employee would receive within a five (5) day period beginning with the first day of bereavement and excluding Saturdays, Sundays, and holidays.
- B. An employee who suffers the death of an uncle, aunt, niece, nephew or member of the same employee's household, shall be entitled to two (2) working days leave with pay if the death does not require travel outside the metropolitan area, or four (4) working days, if it does require such travel. An employee who works less than five (5) days a week or less than forty (40) hours per week shall be entitled to paid leave equivalent to the regular pay the employee would receive within either a two (2) day or four (4) day period beginning with the first day of bereavement and excluding Saturdays, Sundays and holidays.
- C. An employee may request the use of accrued annual leave at the commencement of the bereavement leave and the request shall not be unreasonably denied.

4.08 CHILD CARE LEAVE

- A. An employee shall be entitled at her/his option to either thirty-five (35) leave days at full pay or sixty (60) leave days at half pay for the purpose of and/or caring for a newly born, newly adopted, or newly fostered child less than thirteen (13) years old.
- B. Following exhaustion of the leave set forth in subsection A and all other accrued paid leave to which employee is entitled, an employee shall be

entitled to an additional voluntary unpaid child care leave of no less than one (1) and no more than six (6) months for the purpose of preparing for and/or caring for a new born, newly adopted, or newly fostered child less than thirteen (13) years old. Employee must elect the number of months, if any, of unpaid leave to be taken prior to commencing the paid leave set forth in subsection A of this Section. Notice of the election to take unpaid leave and the number of months to be taken shall be given by employee to the Administrator as provided in subsection F of this Section. If the notice of election and the number of months of unpaid leave is not given prior to commencement of leave under subsection A, the Administrator may consider the request as a discretionary unpaid leave pursuant to Section 4.05 of this MOU.

- C. During the child care leave provided for in subsection A, the Agency shall continue to pay for health insurance. During the child care leave provided for in subsection B, the employee may at her/his option continue health insurance coverage by paying the appropriate monthly payments.
- D. During the child care leave provided for in subsection B, the employee shall retain but not continue to accumulate seniority.
- E. If the employee elects to return to work at the conclusion of the leave provided for under subsection A, s/he shall return to her/his position held prior to the leave. If the employee elects to return to work at the conclusion of the leave provided under subsection B, s/he shall be returned to the position held at the beginning of the leave, or to a comparable position at the wage rate in effect at the time the employee returns from leave. If the return of an employee from child care leave requires the layoff of an employee, the person to be laid off shall be determined according to the provisions of Section 6.06, Layoff and Recall.
- F. Employees shall give the Administrator reasonable advance written notice of not less than sixty (60) days of the date s/he proposes to commence child care leave and the number of months, if any, of unpaid leave elected under subsection B. In the event of premature birth, or adoption where the adoptive parent receives less than sixty (60) days notice, the sixty (60) day notice shall be waived.

4.09 SPECIAL LEAVE

- A. A permanently disabled employee who requires the use of specialized equipment which needs periodic servicing or repair in order to perform her/his normal job duties shall be entitled to up to fifty-six (56) hours per fiscal year leave with pay for the purpose of servicing or repairing such equipment.
- B. The Agency recognizes the special needs of individuals meeting the Americans with Disabilities Act (ADA) definitions of disability, impairment

or having a record of an impairment and will make every effort to accommodate those needs with reasonable accommodation.

4.10 FAMILY LEAVE

The Agency shall comply with the provisions of the Family Leave Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Generally, the FMLA and CFRA provide employees with the ability to take paid and unpaid leaves of absences to take care of a serious health condition for themselves, their spouse, their child, or their own parents, or to bond with a newborn or newly adopted child. Upon notice to the Administrator identifying the employee's need for FMLA/CFRA leave, the employee will be advised to contact the Human Resources Department regarding eligibility for such leave. Employees shall give the Administrator reasonable advance written notice of at least thirty (30) days for a foreseeable event qualifying for such leave or as soon as practicable or possible for unforeseeable events. The Administrator and/or the Human Resources Department may require employees to obtain a medical certification from a health care provider regarding the qualifying condition, consistent with the FMLA and CFRA.

ARTICLE V: WORKING CONDITIONS

5.01 HEALTH AND SAFETY

- A. The Agency shall provide a safe and healthful working environment including, but not limited to, adequate heating, air conditioning, air filtration, adequate lighting, ventilation, and low noise and radiation levels. The Agency shall be committed to providing a workplace for its employees that reflects the current state in technology related to workplace health and safety.
 - 1. The Agency shall provide user-adjustable workstations and chairs which shall meet the following minimum standards:
 - a. Seat pans shall be rounded, and seat pans and backrests of chairs shall be upholstered or mesh.
 - b. Seat pans shall be adjustable for height, the adjustment mechanism shall be operable by the user from a seated position.
 - c. Backrests shall be adjustable for height and to positions behind and forward of the vertical position.
 - d. Chairs shall be capable of being swiveled by the user.
 - e. Wrist rests shall be provided upon request.

- f. The monitor and the keyboard shall be independently angle-adjustable.
- g. Direct light, surface reflections and glare shall be reduced by the use of the following methods, as appropriate:
 - 1) Monitors shall be positioned in relation to artificial and natural light sources in such a way as to minimize the light coming directly from such sources into the operator's eyes and screen.
 - 2) Workstations shall be properly illuminated with lights arranged to avoid visual glare and discomfort.
 - 3) Windows shall be shielded with shades, curtains or blinds to minimize glare.
- 2. Whenever the Agency plans to acquire new data or word processing equipment, the Agency will consult with employees who are to operate the equipment regarding the workstation design features.
- 3. Video display terminal operators shall, upon request, be reimbursed in an amount not to exceed \$50.00 once each year for the cost of vision testing not otherwise covered by the employee's health insurance plan.
- 4. The Agency shall provide portable air cleaners/purifiers with True HEPA (H13) filters, to help reduce the risk of airborne transmission of COVID-19 virus. The air purifiers shall be placed around the area covering the workspaces of EAC members.
- C. No employee shall be required to work under conditions which s/he has a good faith belief may pose serious threats to her/his health and/or safety.

5.02 HOURS OF WORK, WORK WEEK, REST PERIODS, TELEWORK

- A. The Agency retains the right to set the normal business hours of the Agency. The normal business hours of the Agency are 7:30 am to 5:30 pm Monday through Thursday, and 8:00 am to 5:00 pm on alternate Fridays, with every other Friday off. The work week shall usually consist of forty (40) hours within each seven (7) day period, beginning at twelve (12) o'clock noon on Friday. No employee covered by this MOU shall be required to work split shifts.

- B. If the Agency should find it necessary to change the working hours of any employee to other than the normal business hours, the Agency shall in good faith attempt to accommodate an employee for whom such a change in hours would be a hardship.
- C. There shall be two (2) paid fifteen (15) minute rest periods per day, one in the morning and one in the afternoon for each full time employee covered by this MOU. Any individual who works five (5) hours or more per day must take a lunch break, except that when a work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of employer and employee.
- D. The parties acknowledge there may be changes in the normal business hours of the City during the tenure of this contract. In the event there are proposed changes to the normal working hours of the employees, the parties will meet and negotiate the terms of this Section.
- E. The Agency recognizes and supports the principle of alternative work schedules or "flex time" so long as quality of service to the public is not diminished by its application. Alternative work schedules are any arrangements departing from normal business hours. Employee requests for alternative work schedules shall be in writing. The Agency shall respond in writing to such requests within ten (10) working days and will base its decision on the operational needs of the Agency and whether the quality of service to the public will be diminished. A request by an employee to work an alternative work schedule shall be implemented so long as the operational needs of the Agency can still be met and the quality of service to the public will not be diminished. If the request is denied or modified, the Agency will explain the reasons for its decision to the affected employee. If the operational needs of the Agency can no longer be met with the employee's modified work schedule, the employee shall receive a reasonable notice that his/her modified work schedule can no longer be continued.
- F. The Telework Policy supports the Agency's transition to a modern, flexible workplace, which is consistent with increased productivity, job satisfaction and morale as well as efforts to attract and retain talent while reducing vehicle miles traveled in line with the City's environmental goals.

A telework arrangement is a privilege, not a right, and shall be developed in collaboration with the division manager, subject to the Administrator's approval and the Agency's operational needs. Requests for telework arrangements shall be considered in good faith and not be unreasonably denied. Telework arrangements shall be available to all employees. The City's Administrative Instruction regarding telework governs the procedures for telework arrangements, and decisions regarding telework shall not be subject to any grievance procedure or appeal process, except as provided in the City's Administrative Instruction.

Employees who request a telework arrangement may, at the Agency's discretion, be required to work an alternate schedule in order for the request to be approved, notwithstanding Section 5.02(A).

- G. By agreement with the Agency, individual employees may work on a part-time basis. All part-time employees will be entitled to one (1) paid fifteen (15) minute rest period during each consecutive four (4) hour work period.

5.03 QUALITY OF WORKLIFE

- A. The Agency and the Union are committed to enhancing the quality and variety of worklife for every employee. In order to promote employee morale and job performance the Agency shall endeavor to maximize the opportunities for employees to be familiar with a variety of job duties within the employee's classification consistent with the needs of the Agency.
- B. The Agency and Union recognize that employees within some classifications may not have computer word-processing experience nor do the normal responsibilities of some classifications require such skills. In order to enhance each employee's job skills and pursuant to subsection A above, the Agency shall provide manuals, videos and/or other training materials to all employees interested in gaining experience in word-processing. Upon the request of an employee, the Agency shall allow the employee access to the word-processing system for practice purposes during non-working hours.

5.04 TECHNOLOGICAL CHANGE

Employees who will be affected by the introduction of new equipment shall be consulted prior to its acquisition.

5.05 EFFECT OF JOB PERFORMANCE ON SALARY

- A. There will be no increase in wages as a result of a "not acceptable" rating on the employee's periodic performance evaluation. The withholding of wage increases described herein refers to periodic salary step increases and not to general cost of living adjustments that are implemented on a bargaining unit-wide basis.
- B. Any overall rating in the "below satisfactory" category may delay the next scheduled step increase at the discretion of the Administrator
- C. Any employee who received an overall rating in the "not acceptable" or "below satisfactory" category shall be re-evaluated within six (6) months.

5.06 PERSONNEL FILES

A. Contents

An employee's personnel file shall contain the following: job description, time and attendance records, records relative to hiring, promotion, salary, probationary employment, annual evaluations, letters of counseling and discipline, letters of commendation. An employee's personnel file may contain the following: work rules and any other item or items which relate to the employee's employment with the Agency.

B. Location of Personnel Files

An employee's personnel file shall be located in the Office of the Administrator. An employee may request to inspect his/her file by submitting a written request to the Administrator or his/her designee at least two (2) working days in advance of the inspection. The employee may authorize someone acting as his/her agent to inspect his/her file. The authorization shall be in writing and shall be submitted to the Administrator at least two (2) working days in advance of the inspection. An employee or his/her designee as authorized may inspect the employee's personnel file during regular working hours for no more than fifteen minutes per request, without loss of pay. An employee may receive a copy of any material that is contained in the employee's personnel file. An employee may attach a response to any material contained in his/her file. For any documents submitted to an employee's file after July 1, 1989, the employee may attach a response to such material within thirty (30) days of the date the document is placed in the employee's personnel file.

C. Prior Notice

All materials to be placed into an employee's personnel file shall be signed by the employee who shall be given a copy of said material and acknowledge receipt of same.

5.07 JOB SHARING

- A. Job sharing is defined as an agreement between two (2) employees within the same job classification to simultaneously share all or part of the duties and responsibilities of one (1) bargaining unit position.
- B. The Agency recognizes and supports the principle of job sharing so long as quality of service to the public is not diminished by its application. Employee requests for job sharing shall be in writing. The Agency shall respond in writing to such requests within ten (10) working days and shall implement the proposal so long as the operational needs of the Agency

can still be met and quality of service to the public will not be diminished. If the request is denied or modified, the Agency will explain the reasons for its decision to the affected employees. If subsequently the operational needs of the Agency can no longer be met with the employees' job sharing, the employees shall receive a reasonable notice that their job sharing can no longer be continued.

- C. Job sharing employees receive wages and benefits based on a proportionate share of the full-time position. Job sharing employees shall be entitled to health insurance benefits, provided the Agency contribution for insurance benefits in a job-sharing position shall be limited to the amount authorized for one full-time position.
- D. Job sharing partners shall not have the right to abrogate the job sharing agreement and revert to separate full-time positions unless a vacant position exists in that classification; provided, however, that in the event one job sharing partner vacates the job, the other employee shall be assigned and shall assume full-time status.

5.08 JOB ROTATION

- A. Job rotation is defined as an agreement between two (2) employees within the same job classification to rotate or alternately perform all or part of the duties and responsibilities of two (2) bargaining unit positions. Job rotation arrangements may involve either part-time or full-time positions.
- B. A job rotation proposal shall be implemented unless the Agency determines that it is not practicable.
- C. In the event the job rotation agreement is discontinued, the Agency shall assign the employee to duties within her/his classification.

5.09 CONTRACTING OUT OF AGENCY WORK

- A. No bargaining unit work shall be performed by independent contractors without the prior consent of the Union.
- B. The Union and the Agency shall meet and confer prior to the award of a major contract in order to discuss whether or not the work to be contracted out is work which could reasonably be performed within the bargaining unit classifications. The Agency reserves the right to make the final determination. The Union does not in any way waive its right to grieve if in its opinion the work is bargaining unit work.

ARTICLE VI: EMPLOYER/EMPLOYEE RELATIONS

6.01 EMPLOYEE EVALUATION

- A. Any methods and procedures adopted by the Agency for evaluation of the job performance of employees shall be so constituted as to afford affected employees due notice of the fact that such evaluation will take place, the standards to be applied by the Agency, and what methods or procedures will be employed.
- B. A guiding principle of any evaluation procedure shall be that employees are entitled to be informed of the results of any evaluation, such that they are given a full and fair opportunity to improve their performance in whatever areas of their work may, in the opinion of the Agency, be deficient and such that they are made aware of the specific accomplishments of which their supervisors approve.
- C. Standards of performance to be applied in evaluating employees in particular classifications shall be established after consultation with employees in the affected classifications.
- D. All probationary employees shall be evaluated quarterly for the duration of their probationary period.
- E. All permanent employees shall receive at least an annual evaluation on the form provided by the Personnel Department and in conformity with the City performance evaluation practices. The form used for the annual performance evaluation currently provided by the Personnel Department shall be included as part of this MOU. Should the form change during the life of this MOU, the new form shall be used. If the Agency utilizes supplemental forms in conducting employee evaluations, copies of the supplemental forms to be used shall be presented to the employee prior to the evaluation.
- F. The employee shall receive written notification by her/his supervisor at least ten (10) calendar days in advance of the date of the performance evaluation meeting.
- G. At least five (5) calendar days prior to the performance evaluation meeting, employees shall submit a written list of suggested goals or objectives for the employee to achieve in the next evaluation period:

At the performance evaluation meeting, the supervisor and the employee shall discuss the goals or objectives suggested by the employee, and any other goals and objectives which the supervisor feels are appropriate. The employee and the supervisor shall seek to reach agreement on the specific goals or objectives on which the employee shall be evaluated in the next evaluation period. If an agreement cannot be reached, the

supervisor shall decide the goals or objectives which shall be a basis for that employee's next evaluation.

- H. The employee shall have the opportunity to respond in writing within thirty (30) days of receiving her/his evaluation and her/his response shall be placed in the employee's personnel file. If any overall performance evaluation is below the level of "meets overall standards" and is based on any information other than the evaluator's first-hand knowledge, the source of information shall be provided to the employee upon request.
- I. Any employee who receives an overall rating of "not acceptable" or "below satisfactory" shall be re-evaluated in six (6) months.
- J. The parties acknowledge that procedures for evaluation of employees shall be separate and distinct from discipline procedures established by Section 6.02 of this MOU. Nonetheless, disciplinary issues may be referred to in evaluations.
- K. If an employee is dissatisfied with her/his rating, she/he may confer with her/his supervisor on the matter. If, in an employee's opinion, the procedures outlined above have not been followed, the employee may grieve the failure to apply these procedures, but not the substance of her/his rating, unless the rating results in delay or denial of a step increase. When an evaluation results in delay or denial of a step increase, the employee may exercise the right to grieve the denial. In the case of a delay or denial of a step increase, if the grievance is not resolved by the second step, the appeal to an independent third party shall be pursuant to Article 6.03.F.2 (Arbitration).
- L. If an employee has been on leave for more than sixty (60) consecutive calendar days, the date of the evaluation shall be tolled by the total number of calendar days during which the employee was on leave minus sixty (60) days.

6.02 DISCIPLINE

- A. No employee shall be disciplined except for just cause.
- B. The parties to this MOU agree that each employee has a right to know well in advance that a supervisor regards his/her behavior as unsatisfactory. Suspension, demotion, or termination shall take place in accordance with the following procedures:
 - 1. Preliminary Investigation. In the event a supervisor has reason to believe an employee has not met an established work or conduct standard, it is the obligation of the supervisor to fully investigate the circumstances surrounding the alleged infraction. Any employee

interviewed by a supervisor during the course of a preliminary investigation may request to have a Union representative present.

2. Oral Warning. The supervisor shall meet with the employee for the purpose of reminding the employee of the Agency's work or conduct standards. The supervisor and the employee shall discuss what changes in behavior need to take place in order for the employee to meet the established work or conduct standards of the Agency. The employee shall have the right to have a Union steward present at this meeting if s/he desires. An oral warning more than nine (9) months old shall not be used for any purpose provided no oral warning, written warning, or other disciplinary action was received in the nine (9) month period. The nine (9) month period shall be tolled by any employee absence which exceeds thirty (30) days. An oral warning is not subject to Section 6.03, Grievance and Arbitration. In future grievances or arbitrations involving an oral warning, the Union shall neither be restricted from challenging the basis of the oral warning nor shall the Union's position be prejudiced.
3. Written Warning. If, after an oral warning, an employee continues to fail to meet established work or conduct standards or if the failure to meet such standards is of such serious nature as to warrant a written warning, the supervisor shall meet with the employee and at that time give the employee a written warning. The employee shall have the right to have a Union steward present at this meeting if s/he desires. The written warning shall contain the following:
 - a. A statement of the essential facts of the problem.
 - b. A prescribed probationary period giving the employee a reasonable time by which the deficiencies of work or behavior must be corrected.
 - c. Possible penalties for failure to correct the deficiency.

Other than personal notes used to refresh the recollection of a supervisor, no written material to which an employee has not had the opportunity to respond, either orally or in writing, shall be used as the basis for disciplinary action.

A written warning is subject to Section 6.03, Grievance and Arbitration only up to and including the second step (mediation), Section 6.03.F.

A written warning more than eighteen (18) months old shall not be used for any purpose and shall be removed from the employee's personnel file provided no oral warning, written warning, or other

disciplinary action was received in the eighteen (18) month period. The eighteen (18) month period shall be tolled by any employee absence which exceeds thirty (30) days.

Six months after the issuance of the written warning or at any time thereafter, the supervisor shall have discretion to reduce the life of a written warning to less than eighteen (18) months. The option of reducing the life of the written warning shall be at the sole discretion of the supervisor.

4. Suspension

- a. If a permanent employee continues to violate established work and conduct standards after a written warning, or if the violation is of such a serious nature as to constitute gross misconduct (as defined in paragraph 5.b. below), the employee may be suspended without pay.
- b. In an emergency situation, the Agency may place the involved employee on suspension with pay and shall within such period of suspension notify the Union representative in writing of the reasons for the emergency suspension. The Agency shall use the emergency suspension period for a thorough investigation of the situation, to determine whether or not it intends to discharge or suspend the employee without pay.

5. Demotion or Termination

a. Grounds for Demotions or Termination

If a permanent employee continues to violate established work and conduct standards after a suspension, or if the violation is of such a serious nature as to constitute gross misconduct, the employee may be demoted or discharged.

- b. Gross misconduct includes, but is not limited to, theft, intoxication while at work, violence, threats of violence, concealment or intentional destruction of Agency records or documents unless permitted by Agency policies, illegal harassment, willful endangerment of employees or the public, and insubordination.

6. Preliminary Written Notice and Hearing. A permanent employee shall receive a preliminary written notice of any proposed demotion, suspension without pay or discharge. The written notice shall contain a specific statement of charges or grounds upon which the proposed disciplinary action is based. Any known written materials, reports or documentation upon which the disciplinary action is

based shall be attached to the preliminary written notice. The Agency shall provide the Union with a copy of the preliminary written notice and supporting material.

The employee shall have the right to respond in writing within fourteen (14) calendar days to the Administrator or the Administrator's designee. The Administrator or Administrator's designee shall consider the employee's response and within fourteen (14) calendar days either impose or not impose disciplinary action.

Notwithstanding the foregoing provisions where the discipline proposed is discharge, suspension, or demotion then, within fourteen (14) calendar days of Administrator's receipt of employee's answer, Administrator shall conduct a hearing regarding the preliminary notice. At the hearing, the employee may be represented by the Union Steward and/or President or Vice-President, and the NOLSW, UAW Local 2320 Regional Organizer. The Administrator may request attendance of other supervisory staff. The employee and/or his/her representatives may request attendance by witnesses.

Within fourteen (14) calendar days of the hearing, the Administrator shall prepare and provide to the employee and/or his/her representatives, written findings and conclusions together with the Administrator's decision regarding the preliminary notice.

7. Notice of Demotion, Suspension Without Pay or Termination. If, following the preliminary notice and hearing, the Administrator or Administrator's designee determines to impose demotion, suspension without pay or termination, the employee shall be given written notice of that decision. The notice shall contain a statement of the employee's right to appeal the decision.

6.03 GRIEVANCE AND ARBITRATION PROCEDURE

- A. A grievance shall be defined as any dispute or controversy related to wages, hours, or working conditions, or the interpretation or application of this MOU, which arises between the Agency and the Union. The procedures set forth herein shall be the exclusive means of handling and resolving any grievance arising hereunder.
- B. A single grievance shall only address a dispute or a controversy that is clearly related to one issue. A grievance shall contain a clear and concise statement of the grievance by indicating the issue involved, the remedy, the date violation took place, and the specific section or sections of the

MOU involved. One or more grievances may be combined only through mutual consent of the parties. Written grievances shall be submitted with relevant documents upon which the grievance is based, i.e., copies of disciplinary actions, disputed memos, etc.

- C. Informal Review and Resolution. In the event there is an alleged violation of a specific provision of this MOU, employees shall informally discuss such allegation with their immediate supervisor in order to resolve an issue which may become a grievance. The informal discussion shall take place within fourteen (14) calendar days of the occurrence or the employee's knowledge of the occurrence of the alleged violation as defined in subsection A above. In order to be eligible to file a grievance under the provisions of Section 6.03 an employee shall be required to first discuss the disputed issue with the immediate supervisor. This discussion shall take place within fourteen (14) calendar days of occurrence of the dispute. Failure of the employee to participate in the informal review within the prescribed fourteen (14) calendar day period shall render the dispute closed and ineligible for processing as a grievance pursuant to Section 6.03, and the dispute shall be considered closed in accordance with Section 6.03, subsection I, below. Failure of the Agency to participate in the informal review within the prescribed fourteen (14) calendar day period shall result in the grievance being expedited to the next step at the option of the grievant. The employee(s) shall have the right to have a Union representative present during the Informal Review and Resolution process. Resolution through the Informal Review and Resolution process shall not be precedent setting.
- D. First Step. If the resolution as described in subsection C above is not satisfactory or there is not resolution, a grievance may be filed on the approved EAC/Agency grievance form. The grievance form shall be served upon the Administrator or his/her designee within fourteen (14) calendar days of the conclusion of the Informal Review and Resolution. The Administrator or his/her designee shall have a meeting convened for the purpose of discussing the grievance within fourteen (14) calendar days of the receipt of the grievance. The meeting shall be attended by the Administrator and/or his/her designee and the grievant. In addition, the EAC may invite at its option, two of the following list: the President, Vice President, one member of the steering committee, one member of the grievance committee, steward. The-NOLSW, UAW Local 2320 Regional Organizer may be present to assist the two EAC appointed representatives. The department head and/or the supervisor may be present to assist the Administrator and/or his/her designee. The Administrator shall hear the facts of the grievance and render a written decision within fourteen (14) calendar days of the grievance meeting.
- E. Second Step. If a grievance is not satisfactorily resolved in the First Step, the parties may agree within fourteen (14) calendar days to mediate the grievance. In such case, the administrator will request the California

Mediation and Conciliation Service to provide a mediator to assist the Agency and the Union in resolving the grievance. In addition, the Union may unilaterally require mediation of not more than ten (10) grievances per fiscal year.

The mediator shall use good faith efforts to assist the parties in resolving the grievance. In the event that the parties are unable to reach a resolution, the mediator shall make a recommendation to the parties. In the event the grievance proceeds to arbitration, the mediator's recommendation shall not in any way be presented to or considered by the arbitrator.

F. Third Step - Appeal of Grievances to Independent Third Party

1. Appeals of Demotion, Suspension, or Discharge

Employees who wish to appeal actions of demotion, suspension, or discharge shall elect an appeals procedure outlined in Section 6.03.F.1.a. or Section 6.03.F.1.b as follows below:

a. Appeals pursuant to Section 6.03 - Grievance and Arbitration.

Should an employee wish to appeal an action of demotion, suspension, or discharge utilizing the procedures outlined in Section 6.03 herein, he/she shall be required to file a grievance in accordance with the procedure and time limits specified in Section 6.03.B and 6.03.C. Only grievances filed within the fourteen (14) calendar-day limit pursuant to Section 6.03.B and 6.03.C shall be considered timely and procedurally correct. The grievance may contain a request that the Administrator waive the Informal Review and the First Step grievance step. The Agency shall grant those requests and proceed to a Second Step grievance. In the event that the grievant requests waiver of the Informal Review and First Step grievance, the Second Step grievance meeting shall be convened within fourteen (14) calendar days from receipt by the Administrator of the grievance. The Second Step grievance shall be conducted in accordance with the procedures outlined in Section 6.03.D. above. If the foregoing steps of the grievance procedure fail to resolve the grievance, the Union may elect to take the grievance to arbitration by following the procedures outlined below in Section 6.03, subsections F.2, G, H.

Appeals in accordance with Section 6.03.F.2.a. shall contain an express written waiver of the employee's disciplinary appeal rights under the City of Santa Monica Charter section 1110 and Santa Monica Municipal Code Sections 2.04.430 –

2.04.510 and shall be submitted to the Agency along with the employee's request for arbitration under Section 6.03.F.2.a.

Or

b. Appeals Pursuant to City Charter Section 1110 and Santa Monica Municipal Code Sections 2.04.430 – 2.04.510

Should an employee wish to appeal an action of demotion, suspension, or discharge utilizing the procedures outlined in City Charter Section 1110 and Santa Monica Municipal Code Sections 2.04.430 -- 2.04.510, he/she shall be required to follow the procedures outlined in Santa Monica Municipal Code Sections 2.04.430 – 2.04.510 attached as Appendix A.

- c. Should an employee elect to appeal an action of demotion, suspension or discharge in accordance with Section 6.03.F.1.b. by requesting a statement of charges from the City Personnel Board, any grievance filed in connection with that demotion, suspension or discharge filed in accordance with Section 6.03.F.1.a. shall be considered closed and ineligible for further processing in Section 6.03.

2. Arbitration of Grievances.

- a. If the foregoing steps fail to resolve the grievance, the Union may elect to take the grievance to arbitration. The Union must present the Administrator with written notice of intention to take the grievance to arbitration within thirty (30) calendar days of the Administrator's written response at the First Step or the recommendation of the mediator at the Second Step. If the Union fails to notify the Administrator within thirty (30) calendar days, the Administrator's written response shall be final.
- b. Within fourteen (14) calendar days of the Administrator's receipt of the notice of intent to arbitrate, the parties shall meet to select a mutually agreeable arbitrator. In the event the parties are unable to agree upon an arbitrator, or if the Agency fails to meet with the Union within the fourteen (14) calendar days after the Union requests such a meeting in writing and where there is no extension of time, the parties shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall meet to select an arbitrator within fourteen (14) calendar days of receipt of the list. Each party shall have the right to reject one list only, in which case another list shall be requested. A coin toss shall determine which party shall strike the first name. The parties shall alternately strike names and the name remaining after each

party has struck three (3) names shall be the person designated as the arbitrator. Unless the Agency and the Union had previously agreed to an extension of time, and in cases where the Union fails to meet with the Agency within the fourteen (14) calendar days as specified above in order to mutually select an arbitrator, the grievance shall be decided by the Administrator's written response at Step 2 and the grievance shall be considered final. Upon receipt by the Agency of a timely written request from the Union to meet in accordance with Section 6.03.F.2.b., the Agency shall meet with the Union within fourteen (14) calendar days or agree to an extension of time.

- c. If the parties are able to agree upon an arbitrator, s/he shall be notified of the intent to arbitrate. If the arbitrator agrees to hear the grievance, the parties shall be prepared to present their cases to the arbitrator within sixty (60) calendar days of the arbitrator's acceptance of selection. If the arbitrator is unable to set a hearing date within this sixty (60) day period, the parties shall request the Federal Mediation and Conciliation Service furnish a new list of seven (7) arbitrators. A new arbitrator shall be selected in accordance with Section 6.03.F.2.b. Should a list be required and had a list been furnished by the Federal Mediation and Conciliation Service, the parties shall select an arbitrator from the list within fourteen (14) calendar days of receipt of the list in accordance with subsection F.2.b. above. If the Union fails to meet with the Agency within the fourteen (14) calendar days as specified above in order to mutually select an arbitrator, the grievance shall be decided by the Administrator's written response at Step 1 and the grievance shall be considered final unless the Agency and the Union had previously agreed to an extension of time. Upon receipt by the Agency of a timely written request from the Union to meet in accordance with Section 6.03.F.2.c, the Agency shall meet with the Union within fourteen (14) calendar days or agree to an extension of time.
- d. The arbitrator shall consider and decide the grievance. The parties may agree to refer more than one grievance to the same arbitrator to be heard at the same hearing. The power and authority of the arbitrator shall be limited to the question presented to her/him and s/he will have no power to alter, modify, amend, add to or detract from any terms of this agreement. The arbitrator shall have the authority to award back pay for any loss of earnings, to revoke or reduce any form of discipline including discharge. The arbitrator shall only have power to make an award concerning the act or omission giving rise to the grievance if such occurred during the terms of the agreement.

- e. All parties shall have the right to be independently represented at the arbitration proceedings, including the right to be represented by counsel, to call witnesses and to request the production of documents, to cross examine witnesses, to make oral argument, to submit written brief, and to otherwise participate fully in the arbitration proceedings. Each party, shall bear its own costs, not including arbitrator's fees, of such independent representation.
 - f. Unless the Agency and the Union had previously agreed to an extension of time, and in cases where the Union fails to proceed to hearing within sixty (60) calendar days of the date of acceptance by the arbitrator to hear the grievance, the grievance shall be decided by the Administrator's written response at Step 1 and the grievance shall be considered final. This provision is intended to prevent dilatory conduct and does not prevent a matter from proceeding to a hearing more than sixty (60) calendar days after acceptance by the arbitrator to hear the grievance when the reason for the delay is not within either party's control.
 - g. In the event of an extension of time, the Agency and the Union agree to toll the time in arbitration cases which involve the potential for back pay and/or benefit awards. For the purposes of this article, the time will be tolled from the date of the agreement for extension of time as it relates to arbitration cases until the date of the implementation of the arbitrator's final decision.
 - h. The arbitrator shall render her/his decision in writing to the parties within thirty (30) calendar days of the close of the hearing, or, if briefs are filed, within thirty (30) calendar days of the filing of said briefs, unless the parties agree to an extension of time.
 - i. The decision of the arbitrator shall be final and binding upon the parties. No appeal may be taken by either side unless there is good reason to believe that the arbitrator has exceeded his/her authority. Prior to filing an appeal, the parties agree to meet with the arbitrator to discuss that portion of the award/decision which is in dispute in an attempt to mutually resolve the differences.
 - j. The arbitrator's fee shall be borne equally by the Agency and the Union. If a party requests a court reporter, said party shall bear the cost. If a party requests a copy of the transcript, said party shall provide a copy of the transcript to the arbitrator and the other party. Either party may have the right to tape record the proceedings.
- G. The Agency's failure to respond to the grievant at the Informal level or First Step within the prescribed time limits shall result in the grievance being expedited to the next step at the option of the grievant. Expediting a grievance to the next step shall be conducted in a timely manner or the

grievance shall be considered final in accordance with subsection I below. If the failure to respond is at the First Step, the grievant may proceed to mediation or the Union to arbitration. All time limits may be extended in writing by mutual consent of the parties.

- H. The grievant's/Union's failure to proceed at the Informal Review or First Step of the grievance procedure or the grievant's/Union's failure to proceed in a timely manner as prescribed by Section 6.03, shall result in that grievance being considered final and the grievance shall not be subject for further processing in the grievance or arbitration procedures described in Section 6.03.

6.04 SENIORITY

- A. For all employees hired before July 1, 1983, seniority shall accrue from the first day of employment with the Agency including the employee's probationary, temporary, and/or as-needed employment.
- B. For all employees hired after July 1, 1983, seniority shall be defined as the total length of continuous employment with the Agency including the employee's probationary period, but excluding temporary and/or as-needed employment. Employees hired on the same day shall draw straws to determine who is the senior employee.
- C. Seniority shall be lost for the following reasons only:
 - 1. Discharge for just cause;
 - 2. Resignation;
 - 3. Job Abandonment;
 - 4. Layoff, if an employee on layoff fails to report for work when recalled in accordance with Section 6.06.
- D. On July 1 and January 1 of each succeeding year, the Agency shall provide the Union with an up-to-date seniority list showing the name, seniority date, and job classification of each employee. The Agency shall also post a seniority list in conspicuous places for examination by employees. The Union may review the accuracy of the list and present to the Agency any errors it may find in said list.

6.05 PROBATIONARY EMPLOYEES

- A. There shall be a one year probationary period for all employees who have been hired or promoted into a new classification.

- B. During the probationary period, an employee may be released at any time without cause at the sole discretion of the Agency and without recourse to the grievance and arbitration procedure or appeal to the Personnel Board. In no case shall Section 6.05 - Probationary Employees be subject to the terms and provisions of Section 6.03 - Grievance and Arbitration Procedure. The provisions of subsection B. shall not apply to permanent employees who have acquired probationary status as the result of a promotion as described in subsection A above.

An employee promoted into a higher classification may return to his/her former classification within thirty (30) days of promotion/appointment if the prior position is unfilled. A position is filled when an offer of employment has been made and accepted.

6.06 LAYOFF AND RECALL

A. Layoff

1. At least 45 days in advance of the Agency sending notice of proposed layoff, management shall meet with representatives of the Union to discuss in good faith alternatives to the proposed layoffs such as, but not limited to voluntary attrition, consolidation of offices, hours reduction, incentive programs, reduction in budget items and voluntary job sharing among two or more members of the bargaining unit in lieu of layoff of a member of the bargaining unit. This shall include exchange of information relevant to the proposed layoffs and exploration by management and the Union of possible alternatives. If no alternative is agreed upon by the parties, the order of layoff shall be as set forth below:
 - (a) In the case of a proposed elimination of an E.A.C. bargaining unit position, including, but not limited to a specialized civil service exam position, the employee within the classification of the position shall be provided the opportunity to accept a position of an employee who has less seniority in an equal or lower paid classification for which the senior employee can meet the required qualifications for said position.
 - (b) An employee who is replaced by a more senior employee shall be provided with the same rights as set forth in Section 6.06A.1.a. This procedure shall continue as required qualifications allow until the least senior employee within the bargaining unit is replaced.
 - (c) The affected employee shall have five (5) working days in which to exercise his or her seniority rights.
 - (d) Employees who have been moved pursuant to Section 6.06A.1 into new positions shall retain their seniority within

the Agency and shall not be required to fulfill a probationary period.

(e) The least senior employee, or an employee electing not to accept another classification, shall be laid off according to the procedures and conditions specified in the remainder of this article.

2. An employee shall receive sixty (60) calendar days notice of the fact of her/his layoff and shall be paid accrued annual leave and sick leave as specified in Section 4.03 at the time of layoff.

3. Placement

The Agency shall make every attempt to provide job placements in other departments in the City government for employees that have been laid off.

B. Recall

1. An employee shall be recalled to job openings in her/his job classification in order of seniority. An employee who is laid off shall notify the Agency in writing of any change in her/his address. The employee shall have five (5) working days from the receipt of the recall notice to indicate her/his intention to return to the Agency. The employee shall actually return to work within ten (10) working days of indicating her/his intention to return. An employee who fails to indicate her/his intention to return to work or fails to return to work within ten (10) working days shall have no further recall rights.

2. The Agency shall notify the Union of recall requests.

3. Recall rights shall be in full force and effect for a period of eighteen (18) months after a layoff pursuant to this Section or a separation pursuant to Section 4.05.G.

6.07 TEMPORARY WORK/AS-NEEDED EMPLOYMENT

A. Temporary Work

1. It is recognized that it may be necessary for a temporary period for an employee to be appointed by the Agency to a temporary detail assignment. Such an employee shall be compensated at the salary step of the new classification that provides a salary that is at least three percent (3%) higher than the employee would receive at the end of six (6) months in his/her old classification.

2. Such temporary service in another classification shall not extend beyond one hundred twenty (120) days.
3. An employee specifically assigned to perform the duties and responsibilities of a higher classification may, after 20 working days, choose to return to the original classification provided that another qualified employee is available to serve in the higher classification.
4. This provision shall apply to employees who receive temporary detail in a higher classification only and shall not apply to employees who receive changes in assignment in their same classification.
5. In the event an employee assigned to temporary detail under this Article serves in the temporary position for at least nine (9) months and then is promoted to the position on a permanent basis, s/he shall be placed on the grid at the next step level.

B. As-Needed Employment

The Agency retains the right to make as-needed appointments as necessary to accomplish the work of the Agency provided that the purpose of hiring as-needed employees is not to avoid permanent appointments to vacancies within the Agency. As-needed appointments shall be limited to six (6) months.

6.08 TRANSFER RIGHTS

- A. Whenever the Agency intends to fill a vacancy in an existing Agency position, the Agency shall post a notice of a five-day application/transfer period on the Union bulletin boards, and a copy shall be made available to the Union. Employees previously serving within the same classification desiring to transfer to any such position must apply within five (5) days of the posting of the notice.
- B. Where a sufficient number of employees meet the desirable qualifications for a position unique to the Agency and there is no eligibility list, the Agency and the Union shall request that the Personnel Department conduct a promotional examination.

6.09 UNION ACTIVITY

- A. The Agency agrees to hold grievance meetings between representative(s) of management, representative(s) of the Union, and grievant(s) on work

time without loss of pay for participants. Authorized union representatives shall be allowed an aggregate of eighty (80) hours of time off with pay during each fiscal year to conduct necessary Union business. These eighty (80) hours per annum represent the aggregate maximum used for the designated representatives of the Union as described in subsection D below.

- B. The Union shall be allowed fifteen (15) minutes preparation time during work hours for grievance meetings immediately preceding the scheduled grievance meeting as defined in subsection A above. Such fifteen (15) minute preparation time shall not be deducted from the eighty (80) hours.
- C. Except as provided above, all other Union activities including other preparation time for grievance meetings and other Union business which do not involve meeting or e-mailing with management personnel shall take place on non-work time. The Agency shall make a union representative, the grievant, and witnesses, during such times as the witnesses are actually required to give testimony, available to participate in grievance and arbitration meetings with management.
- D. The Union shall be entitled to select from its designated officers or members of the Negotiating Team no more than eight (8) persons who will be entitled to released time with pay as described in subsection A. above. The Agency shall furnish an organizational chart to the Union each time there is a change. The Union shall furnish the Agency's Administrator with a written list of all the designated Union officers each time there is a change.
- E. Except in cases of emergency suspension with pay as described in Section 6.02.B.4.b of this MOU, the EAC President or designated officer in the President's absence shall make a request of the supervisor for released time with pay at least twenty-four (24) hours in advance. In other emergency situations when twenty-four (24) hours notice is not possible, no more than three eligible EAC members may take up to thirty minutes per eligible member to address the situation. A thirty minute or less request in this circumstance would not require twenty-four (24) hour notice but would require advance notification to the supervisor and deduction from Union Activity time. In the event the supervisor is unable to release the steward/officer/committee member at the requested time, the supervisor will provide released time within twenty-four (24) hours after the requested time. The paid released time herein shall be incorporated into the aggregate time of eighty (80) hours per annum described in subsection A above. Union activity time shall be limited to use by no more than six (6) individuals simultaneously. No more than a total of twenty-four (24) hours shall be used per week and no individual shall use more than nine (9) hours per week except for participation in NOLSW conferences. The Union will make every effort possible to consider the staffing needs of the Agency when making requests for use of released

time with pay pursuant to this Article. Requests shall not be unreasonably denied.

- F. For purposes of this MOU, Union representatives shall be defined as those employees whose names were submitted to the Agency in accordance with subsection D above. Any other person(s) and/or Agency employee whose name was not included in the list of names submitted to the Agency semi-annually, shall not be considered Union representatives or eligible to represent Agency employees and shall not be entitled to paid release time if they are Agency employees.
- G. The Union and the Agency shall meet before September 1, 2012 to discuss ground rules for negotiation. In light of the decreased size of the Agency, the number of persons who will serve on Management's and the Union's teams will be discussed and established. The Union will make every effort possible to consider the staffing needs of the Agency.

6.10 ECONOMIC ACTIONS

The Agency recognizes the right of employees to engage in economic actions as extensive as those permitted under the National Labor Relations Act, as amended.

6.11 JOB CLASSIFICATIONS AND COMPENSATION

A. New or Changed Classifications and Compensation

Pay rates for new or changed classifications shall be the subject of negotiation between the Union and the Agency. Whenever the Agency intends to create a new classification, the Agency shall discuss the qualifications of the new classification with the Union prior to submitting the job description to the Rent Control Board for approval.

B. Classification Review

An employee may request a classification review when the employee believes that her/his job duties have changed to such an extent that s/he is no longer properly classified.

6.12 INFORMATION TO THE UNION

- A. The Agency shall annually provide the Union with a schedule of step increases for all employees covered by this contract.
- B. The Agency shall provide the Union with copies of departmental and financial quarterly reports.

6.13 BULLETIN BOARDS

The Agency shall provide bulletin boards at each of the Agency offices upon which the Union may post notices. Location of each bulletin board shall be mutually agreed upon between the Union and the Agency.

6.14 RECORDS

- A. The Union shall have the right upon reasonable notice to the Agency to examine records pertaining to Agency expenditures.
- B. Upon reasonable notice to the Agency, any employee shall have the right to review and obtain a copy of her/his personnel file.

IN WITNESS THEREOF, the parties hereto have caused this
 Memorandum of Understanding to be executed this 19th day of
April, 2022

EMPLOYEES ACTION COMMITTEE
Negotiating Team

SANTA MONICA RENT CONTROL
BOARD

by _____
DocuSigned by:
Emilia Platas
4A27CA3F0A3944E...
DocuSigned by:
 by _____
Karen Evans
0565B95855BB41C...
DocuSigned by:
 by _____
Rosemine Patel
D810A03EAF1C4AC...

by _____
DocuSigned by:
Tracy H. Condon
ECC72B3A2E76404...
DocuSigned by:
 by _____
David Cobble
53D52D9BE98040D...
DocuSigned by:
 by _____
Allison Regan
28C31F0C660440A...

NOLSW/UAW, Local 2320 AFL-CIO

by _____
DocuSigned by:
Emilia Platas
 Donis Bork Regional Organizer