

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE SAN FRANCISCO HOUSING AUTHORITY**  
**AND**  
**SAN FRANCISCO MUNICIPAL EXECUTIVES' ASSOCIATION**  
**OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2012**

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## **PREAMBLE**

This Memorandum of Understanding (hereinafter "MOU") is entered into by the San Francisco Housing Authority (hereinafter "Authority") and the Municipal Executives' Association (hereinafter "MEA"), The Authority and MEA (hereinafter "Parties") mutually acknowledge their commitment and obligation to provide the highest possible quality of service to the clientele of the Authority. In discharging this commitment, the Parties reaffirm their responsibility to deliver service in the most efficient, effective and courteous manner at all times. The Parties agree to comply with all applicable laws, including provisions of the *Meyers-Millias-Brown Act* and all administrative regulations promulgated by the Department of Housing and Urban Development (hereinafter "HUD"), including Authority policies, procedures and practices that are not inconsistent with this MOU.

## **ARTICLE 1 EFFECT AND TERM OF AGREEMENT**

It is understood and agreed that the provisions of this MOU shall prevail over Authority practices and procedures and over State laws to the extent permitted by such law, and that in the absence of specific MOU provisions, such practices and procedures are discretionary with the Authority to the extent permitted by State law. In no instance will Authority policies and procedures confer upon covered individuals benefits greater than those specifically provided for under the provisions of this MOU. This MOU is made and entered into as of the 1<sup>st</sup> day of October 2009, by and between the Parties. The Parties agree to the provisions of the following articles through September 30, 2012.

## **ARTICLE 2 SUPPORT OF AGREEMENT**

Except as otherwise provided for herein, the Parties agree to support this MOU for its term and neither will appear before the other to seek change or improvement in any matter subject to the negotiation process, except by mutual agreement of the Parties.

## **ARTICLE 3 SEPARABILITY**

If any provision of this MOU is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event of suspension or invalidation of any article or section of this MOU, the Parties agree to meet and negotiate within sixty (60) days after such determination to arrive at a mutually satisfactory replacement for such article or section.

## **ARTICLE 4 ZIPPER CLAUSE**

This MOU contains the full and entire understanding of the Parties regarding the matters herein and may only be modified in writing upon mutual consent of the Parties. The Parties agree that all past practices, side letters and other understandings between the Parties, not expressly memorialized and incorporated into this MOU, shall no longer be enforceable.

## **A R T I C L E 5 REPRESENTATION**

### **A. Recognition**

1. MEA has been certified by the Authority Commission as the exclusive representative of certain managerial classifications as set forth in this MOU. (Appendix A).
2. Successor classifications resulting from the consolidation or divisions of classes currently represented by MEA shall continue to be subject to this MOU.

### **B. Intent**

1. It is the intent of the Parties that the provisions of this MOU shall become binding upon the adoption by the Authority.
2. Pursuant to the provisions of the *Meyers-Milias-Brown Act*, as amended, the Authority agrees to meet and confer with MEA in advance regarding any proposed changes in working conditions within the scope of representation, except as provided elsewhere in this MOU.

### **C. Representatives**

1. MEA may select up to three (3) members of the bargaining unit to attend during regular duty or work hours, without loss of compensation, meetings scheduled with the Authority Executive Director or designee, for the purpose of meeting and conferring on matters within the scope of representation that affect the unit, and to participate in discussions, deliberations, and decisions at such meetings.
2. MEA may designate a reasonable number of stewards to represent employees. No more than one (1) steward at a time will receive paid release time for the purpose of individual employee representation.

### **D. Disclosure**

The Authority shall furnish monthly to MEA, the name, hire date, salary, classification, and work location of all newly hired/appointed employees subject to this MOU.

## **A R T I C L E 6 MANAGEMENT RIGHTS**

1. Except as otherwise provided herein, it is understood and agreed that the Authority retains all of its powers and exclusive rights to organize, direct, manage and control its operations to the fullest extent of the law, including but not limited to, the right to determine its organization; direct the work of its employees; establish the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing these services; establish policies, goals and objectives; determine staffing patterns, including the number and kinds of personnel required; maintain the efficiency of Authority operations; build, move or modify facilities; determine and establish budgetary procedures and allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. Additionally, the Authority retains the right to classify duties, allocate positions to classes, hire, classify, assign, evaluate, promote, discipline and terminate an

individual's employment.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Authority, the adoption of policies, rules, procedures, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this MOU; and then only to the extent such specific and express terms are in conformance with law.
3. The Authority retains its right to amend, modify or suspend policies, procedures and practices referred to in this MOU in cases of emergency as provided in Public Contract Code Section 20654. Any amendment, modification or suspension shall be for a period no longer than the length of the emergency.

## **A R T I C L E 7 NONDISCRIMINATION**

1. The Authority agrees not to discriminate against any employee because of membership in MEA or because of any activities on behalf of MEA. In any event, such activities shall not interfere with the normal operations of the Authority.
2. The parties agree to support the principles of equal employment opportunity and will obey all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of religion, race, color, national origin, age, sex, gender, sexual preference, or disability. The Authority will not, nor will MEA cause the Authority to discharge or otherwise discriminate against any employee based on any of the above categories. Article 7, Section 2 is not subject to the grievance procedure.
3. Americans with Disabilities Act. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act and the Fair Employment and Housing Act. The Authority reserves the right to take any action necessary to comply therewith.

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

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

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

4. Family Medical Leave Act and the California Family Rights Act. The Authority acknowledges its obligation to comply with the provisions of the Family Medical Leave Act and the California Family Rights Act.

## **A R T I C L E 8 ASSOCIATION SECURITY**

### **A. Dues Deductions & Payment**

The Authority shall deduct MEA dues bi-weekly from an employee's payroll check upon receipt by the Payroll Unit of a signed form authorizing such deductions by the employee. The Authority shall forward to the designated payee all sums so deducted twice per month with a list of employees paying dues. Such list shall contain the employee's name, classification, department, and the amount deducted.

### **B. Dues Cancellation**

Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. The Authority shall deliver a copy of such revocation notice to MEA within two (2) weeks of receipt.

### **C. Agency Shop**

The Parties affirm the principle that harmonious labor/management relations are promoted and furthered when there is the broadest possible MEA membership of employees in the representation unit. To that end, should the City & County of San Francisco (CCSF) and MEA agree, subsequent to the first day of this MOU, to an agency shop arrangement for MEA pursuant to Government Code 3502.5, the Parties shall implement a similar arrangement pursuant to the same provision by the third pay period following the implementation of the agreement between the CCSF and MEA.

## **A R T I C L E 9 LABOR/MANAGEMENT COMMITTEE**

The Authority and MEA agree to establish a Labor/Management Committee that will meet three times per year, or more often as mutually agreed to discuss employment conditions. The Committee shall meet on the third Thursday of April, August and December (or, if that day is a holiday, on the next scheduled work day), unless rescheduled. At least five (5) working days prior to the meeting date, both sides should exchange a list of not more than three (3) proposed subjects for discussion. The committee membership shall consist of no more than three (3) Association selected MEA members and three (3) confidential designated members of the Authority.

## **A R T I C L E 10 PERFORMANCE EVALUATION**

At least annually, all individuals covered under this MOU, will be evaluated in writing by their immediate supervisor relative to their work performance. Such evaluation shall occur using the standard Authority *Annual and Probationary Employee Evaluation Form*, in accordance with its accompanying instructions (Appendix B). The process shall include a meeting to discuss the contents of the evaluation. Article 10 is not subject to the grievance procedure.

## **A R T I C L E 11**

### **GRIEVANCE PROCEDURE**

The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.

#### **1. Definition**

A grievance shall be defined as any dispute that involves the interpretation, application of, or compliance with this MOU. Grievances may be filed only by MEA. The Parties agree that the grievance procedure and arbitration are the sole remedy for resolving disputes that arise from this MOU.

#### **2. Eligibility**

All members of the bargaining unit can to use the grievance process as a method to resolve alleged violations of specific provision(s) of this MOU. The process is also available to MEA for the resolution of issues as defined under **Definition** above.

#### **3. Time Limits**

A. The time limits set forth herein may be extended or waived by mutual agreement of the Parties. Any such agreement must be confirmed in writing. For purposes of time calculation, a "day" is defined as a "working day"; thus, excluding weekends and holidays. Failure by the Authority to respond within the time limits at any level shall be implied as a negative response to the grievance and MEA shall have the right to proceed to the next level. Failure by MEA at any step in the process to adhere to specified time limits shall nullify the grievance and the right to grieve shall be waived and lost.

B. Monetary Relief: Any claim for monetary relief shall not extend more than sixty (60) days prior to the filing of a grievance.

#### **4. Steps of the Procedure**

The grievance procedure is a four-level sequential process. The step procedures set forth herein may be modified or waived in writing by mutual agreement of the Parties.

##### **A. Step One: (Pre-Grievance) - Immediate Supervisor**

Prior to a formal grievance being filed by MEA, an employee shall first attempt to resolve the alleged violation or dispute with his/her immediate supervisor. Not later than the tenth (10<sup>th</sup>) working day after an employee-knew, or should have known of the alleged violation, the employee and/or his/her representative shall memorialize in written form the alleged violation or dispute to the employee's immediate supervisor and, thereafter, explain orally the same to the employee's immediate supervisor. The supervisor shall memorialize in written form a decision and present it to the employee and/or her/his representative within seven (7) working days of receiving the grievance in written form.

##### **B. Step Two: (Formal Filing) - Human Resources Director**

If the alleged violation is not resolved informally with the immediate supervisor, MEA shall, within its discretion, submit the grievance on behalf of the represented employee, in writing, to the Human Resources Director within seven (7) working days after receipt of the

immediate supervisor's decision. MEA must file a written grievance with the Human Resources Director within seven (7) working days of the Step One decision. The Human Resources Director or designee shall render a written decision setting forth the Authority's position within ten (10) working days after receipt of grievances at this level.

Skelly hearings involving disciplinary actions occur at this level, but are not subject to the filing time frames contained in these provisions.

### **C. Step Three: Executive Director**

If the response from the Human Resources Director is unsatisfactory to the employee and/or MEA, MEA may elevate the grievance to the Executive Director or designee within seven (7) working days after receipt of the Step Two decision. The Executive Director or designee may convene a grievance meeting within fifteen (15) working days with MEA and one (1) bargaining unit member, inclusive of the grievant. The Executive Director shall respond to the grievance within fifteen (15) working days of the meeting, or if none is held, within twenty (20) working days of receipt of the appeal from the Step Two response. Grievances alleging improper dismissal must be filed in writing at Step Three, within seven (7) working days after such dismissal.

### **D. Step Four: Arbitration**

If MEA is dissatisfied with the Step Three response, it may appeal by notifying the Executive Director, in writing, within fifteen (15) days of the Step Three decision that arbitration is being invoked. The Parties shall select an arbitrator within fifteen (15) days of receipt of the MEA's written notice of its intent to arbitrate.

### **E. Accelerated Grievance Procedure**

In the event there is a dispute regarding the implementation or application of this MOU that immediately affects MEA or a substantial number of its members, and that will result in harm for which monetary relief would be an insufficient remedy, either party may request, and with agreement from the other party, submit the grievance immediately to the appropriate level agreed to by the Parties thus, bypassing all lower levels. MEA must notify the Authority in writing of its intent to request use of the Accelerated Grievance Procedure within ten (10) working days after MEA knew, or should have known of the alleged violation.

### **F. Arbitration, Arbitrators & Fees**

1. The Parties agree that any arbitration decision will be binding on all parties.
2. The arbitrator shall be selected by mutual agreement of the Parties. If the Parties are unable to agree upon an arbitrator, they shall request a list of five (5)- arbitrators from the California State Mediation and Conciliation Service. Upon receipt of such list, the Parties shall alternately strike one (1) name from the list until one (1) name remains. The party striking the first name shall be determined by the flip of a coin.
3. Except when an agreement of the facts is submitted by the Parties, it shall be the duty of the arbitrator to hear and consider the evidence submitted by the Parties, make written findings of fact, and render a disposition that shall be final and binding on the Parties. The arbitrator shall have no power to

amend this agreement or to recommend amendment.

4. Fees and expenses incurred for the arbitrator shall be borne equally by both Parties. Fees and expenses incurred for a reporter shall be borne solely by the Party requesting such service. If both parties agree to the reporter services, the fees and expenses shall be shared equally by the Parties.

## **A R T I C L E 1 2**

### **EMPLOYMENT CONDITIONS**

#### **A. At-Will Employment**

1. Individuals occupying active management classifications, successor classes or newly established classes that are at the same or similar organizational level and with similar levels of duties and responsibilities to those classes listed below, shall serve at-will and at the sole discretion of the Authority Executive Director. As a condition of their employment, at-will employees are required to sign an agreement stating they have received a copy of this policy and that they have read and understand it. A candidate refusing to sign the at-will agreement will not be employed by the Authority. Either party may terminate the at-will employment at any time, with or without notice, unless the discharge is for cause.
2. In the event of suspension without pay or discharge for cause, the affected employee will receive written notice that contains the reason(s) for the action, and the charges or materials on which the action is based. The appeal procedure in Section 3 may then be invoked by the employee or his/her representative. There shall be no administrative appeal beyond the Executive Director.

#### 3. Appeal Procedure

In cases of termination (other than economic layoffs), suspension without pay, or demotion, the at-will employee has the opportunity to respond orally or in writing to the Executive Director or designee.

- a. Employee's written submission, if any, may include documents, witness statements and written argument.
- b. Executive Director or designee considering appeal will make written findings of fact and conclusions.
- c. Executive Director or designee decision may uphold, modify or overturn the discipline.
- d. In cases of termination, the employee may appear before a committee of three department heads not associated with the decision to terminate. The committee will make a written recommendation. The Executive Director or designee shall, with written findings of fact and conclusions, accept, reject, or modify the committee's recommendation.
- e. In all cases, the Executive Director's, or designee's, decision is final and not subject to further appeal or arbitration.

## **B. At-Will Classes**

Program Manager I, II, III

## **C. Designation Changes**

The Parties agree that the Director of Management Information Systems, Director of Public Housing Operations, Director of Intergovernmental Affairs, and Director of Leased Housing (Section 8) are out of the MEA bargaining unit and designated "Confidential".

## **D. Probationary Periods**

1. The probationary period for all newly hired or new to the bargaining unit, non-at-will employees shall be twelve (12) months. This includes promotions into the bargaining unit from other non-MEA represented employment. For promotions within the bargaining unit, the probationary period shall be six (6) months.
2. An individual who is rehired or voluntarily accepts a position that is substantially similar in knowledge, skills, and abilities as the employee's previous position shall serve a six (6) month probationary period.
3. The Authority may, at its sole discretion, extend the probationary period as deemed necessary for up to two (2) additional, consecutive three (3) month periods. The Authority must notify the employee of its intention to extend his/her probationary period with a statement of the reason(s) why prior to the ending date of the employee's current probationary period. Failure to notify the employee that his/her probationary period is being extended shall result in the employee having passed probation.
4. The Authority shall make a good faith effort to return an employee who does not pass his/her probationary period to their previous position, if that position is available, or to place the employee in another available position comparable to the one previously held, provided the employee has the knowledge, skills, and abilities to perform the duties of that position. If there are no such positions available, the employee will be terminated from employment. Such placement attempts shall not apply to new hires or employees who are promoted from outside MEA bargaining unit.

## **E. LAYOFF**

The SFHA agrees to meet and confer on any layoffs, with notice provided to MEA at same time notice is provided to affected employees.

Notice of Layoff. Seniority by classification will apply in cases of layoffs, demotions, and rehires. Notice of layoff shall be in writing and shall contain the reason or reasons for layoff, an explanation of the employee's right to choose demotion in lieu of layoff, and a statement of the rules governing layoff lists and recall rights. Notice shall be provided to MEA at same time notice is provided to affected employees. Upon receipt of such notice, the employee shall have four (4) working days to decide whether or not to exercise seniority rights. Failure to invoke the request to demote will waive all future rights to demotion in lieu of layoff.

**Seniority Bumping Rights.** An employee with greater Authority seniority may bump an employee with less seniority in the same classification, or an employee with less seniority in a lower classification if she/he has worked six (6) months in the lower classification- A temporary or term employee may not bump a regular permanent employee, regardless of her/his seniority.

In the case of any layoff, the employee laid off shall have right of recall to his/her position for a six (6) month period.

## **F. Vacancies**

In filling bargaining unit permanent vacancies, the Housing Authority shall post the vacancy in-house and shall first consider internal applicants before the Authority considers outside applicants.

## **G. Safety & Security**

1. The Association and the Authority agree that it is in the best interests to all concerned to provide a safe, secure, and healthy working environment. The Authority and MEA unit employees agree to abide by the safety standards established by the State Department of Industrial Relations and pursuant to the Occupational Safety and Health Act.
2. To assure that health and safety hazards are handled on a timely basis, the following procedures shall be used to address potential hazards: (1) employees shall report health or safety hazards to their immediate supervisor; (2) if the immediate supervisor is unable to abate the hazard, the matter shall be referred to the Authority's Director of Occupational Safety & Health who will meet with the employee and immediate supervisor regarding the matter; (3) if the matter cannot be resolved by the Authority's Occupational Safety & Health Director, it will be referred to that individual's immediate superior.

## **H. Alternate Work Schedule**

1. Where operationally feasible (given the need for adequate staffing in units that require direct service to residents or the public), and at the request of the employee, the Authority shall extend the opportunity to work nine (9) days in a two week period (9/80) with the following hours:

Eight (8) days at nine hours, one (1) day at eight (8) hours and one (1) day off. Holidays falling on a regularly scheduled day off result in the employee being paid for nine (9) hours that day and having to take a different day off within the same or next pay period. Sick leave and vacation are to be used in either nine (9) or eight (8) hour increments, whichever is appropriate for that given day. The employee shall work the required hours within the Authority's recognized hours of operation (Monday to Friday from 7:00 a.m. to 6:30 p.m., excluding at least one half hour for lunch). Supervisors will cooperate with the employee to establish mutually agreeable starting and ending times. All requests for AWS must be submitted in writing to the Executive Director or designee for approval. Such approval shall be in writing.

2. Once an employee has been approved to work a 9/80 work schedule, he/she must remain on this schedule until he/she provides the supervisor with a two (2) week

advance written notice of his/her desire to no longer work that shift, or until the AWS is revoked by the Housing Authority with a two (2) week advance written notice

### **A R T I C L E 1 3 PERSONNEL FILES**

1. Only one official personnel file shall be maintained on any given employee.
2. Each employee shall have the right to review the contents of her/his personnel file with reasonable advance notice of such request. Nothing may be removed from the file by the employee, but copies of the contents shall be provided upon request.
3. With the written permission of the employee, a representative of the Association may review the employee's personnel file and obtain copies upon request. Materials that have been provided to the Authority in a confidential manner in accordance with applicable public law are not subject to review.
4. Written materials or drafts of written materials that have a negative impact on the employee that are to be placed in their -file, shall bear the employee's signature or verification that the employee received a copy. The employee or designated representative shall be allowed to attach a response to any and all materials of a negative nature within thirty (30) calendar days of the receipt.
5. With the approval of her/his supervisor, and with Human Resources Director or designee concurrence, the employee may include material relevant to her/his performance of assigned duties in the file.
6. All disciplinary actions including letters of reprimand will remain active in the employee's personnel file for twenty-four (24) months following the date of the underlying incident. Previous disciplinary actions/correspondence older than 24 months will not be used in support of new disciplinary action against an employee except if the new disciplinary action is based on the same or similar type of conduct. All disciplinary actions/correspondence shall physically remain in the employee's file indefinitely; however, after 24 months following the date of the incident, an employee may in writing, petition the Human Resources Director for its physical removal.

### **A R T I C L E 1 4 COMPENSATION**

#### **A. Salaries**

1. Effective October 1, 2009 through December 31, 2010 there will be no increase to the wages paid to bargaining unit employees. Effective December 31, 2010, the parties will reopen on wages.
2. If during the term of the wage freeze set forth above, the Housing Authority provides an across-the-board cost of living increase to the Administrative Unit represented by SEIU Local 1021, the Housing Authority and MEA shall reopen negotiations to address same.

## **B. Annual Step Increases**

Annual step increases will be granted only to employees who receive an overall annual performance appraisal rating of at least *standards achieved*. Individuals who receive a below *standards achieved* rating will be re-evaluated in accordance with the performance evaluation provisions of this MOU and if a *standards achieved* or better rating occurs, a step increase will be granted effective the date of the second appraisal. Should performance evaluations fail to be completed within two weeks following an employee's anniversary date, or the reevaluation due date, a *standards achieved* rating will be presumed and the step increase will occur automatically on the appropriate date.

## **C. Out of Class Work**

1. An employee, who temporarily performs the majority of a higher class duties for a period of more than ten (10) consecutive days shall be compensated from the first day of the assignment at either five percent ( 5%) above her/his current salary step or at the first salary step of the higher classification, whichever is greater.
2. At the sole discretion of the Authority, it may compensate an employee who performs the majority of a higher class duties for fewer than (10) consecutive days, at percent (5%) above his/her current salary or at the first salary step of the higher classification, whichever is greater.

## **D. Anniversary Date**

An employee's anniversary date shall not change upon appointment conversion (from temporary to permanent or term to permanent) or upon probation failure.

## **E. Bilingual Compensation**

Employees who are required in the course of their work to translate to and from a foreign language shall be compensated for their bilingual skill. A minimum of twenty (20) hours of such work performed in a calendar month shall constitute qualification for additional compensation for full-time employees. For part-time employees, compensation shall be pro-rated.

## **ARTICLE 15 RETIREMENT**

1. Effective March 1, 2002, the Authority shall pay the full portion of the individual's mandatory CalPERS contribution.
2. The Authority shall adopt and place on file with CalPERS by April 1 2002, a resolution providing for the inclusion of retirement contributions as part of the "highest final one year compensation" calculation performed by CalPERS in determining retirement benefits, in addition to any other resolutions or documents required by CalPERS to implement these provisions.
3. The Authority will contribute to the CalPERS retiree medical premiums as follows:
  - Effective January 1, 2005 the Authority will pay 80% of the Authority/MEA negotiated medical premium.

**ARTICLE 16**  
**HEALTH, DENTAL & VISION**

1. Effective March 1, 2002, the Authority shall pay 100% of the medical plan premium for each individual covered under this MOU, capped at the cost of the Kaiser North "Family Plan". Individuals currently enrolled in medical plans with premium costs that exceed the above dollar cap shall continue with the existing arrangement whereby the Authority pays 80% of the monthly plan premium or the cost of the Kaiser North "Family Plan" premium, whichever is greater. These provisions will remain in effect only until the implementation of the "cafeteria" style benefits plan and the amount of Authority contributions to that plan is negotiated with MEA. Individuals entering the bargaining unit after March 1, 2002 will be subject to the Kaiser "Family Plan" payment cap. On December 31, 2010, the parties reopen on health contributions.
2. The Authority will continue to pay 100% of the dental and vision care premiums for each individual covered under this MOU. These provisions will remain in effect only until the implementation of the "cafeteria style" benefits plan and the amount of Authority contributions to that plan is negotiated with MEA.
3. The Parties will work together through the Labor/Management Committee to develop and implement a "cafeteria" style benefits plan under the provision of Internal Revenue Code 125 by April 1, 2003 or earlier as agreed by the Parties.

**ARTICLE 17**  
**VACATION, LEAVES, HOLIDAYS & SEVERANCE PAY**

**A. Vacation & Management Time Off (MTO)**

1. Vacation will accrue based on the following service schedule, proportionate to his/her time base. Accumulation will be capped at 400 hours for all individuals:  
  
1 - 36 months - 100 hours annually  
37 - 96 months - 140 hours annually  
97 - 228 months - 180 hours annually  
Over 228 months - 220 hours annually
2. Effective each October 1<sup>st</sup> of this MOU, individuals with a regular or term appointment will be credited eighty (80) hours of MTO proportionate to his/her time base, (e.g. 1/2 time employees receive 40 hours MTO). MTO shall be granted and available for use upon appointment to a class covered under this MOU.
3. Individuals with temporary appointments are not eligible for MTO. Individuals entering the bargaining unit in an "acting" capacity must serve a minimum of ninety (90) calendar days in the acting assignment before accruing MTO. Assignment termination that causes departure from the bargaining unit cancels all accumulated MTO effective the assignment termination date, unless the departure is to a class designated "confidential."
5. Requests to use MTO must be made to and approved in advance by the individual's supervisor and are subject to the Authority's policies and procedures that apply to the use and approval of annual leave.

6. MTO has no cash value upon separation and employees will not be paid out for their accrued balance.

#### **B. Sick Leave**

Sick leave shall accrue based on the following service schedule, proportionate to the individual's time base with unlimited accrual. Except under the provisions described below, sick leave has no cash value and cannot be "cashed out" under any circumstances. Except under the election provisions described below, upon retirement, unused sick leave shall be reported to CalPERS for conversion to "service credit". Individuals employed prior to October 1984 shall continue to be eligible for the "Percentage Cash Out" provisions upon retirement as provided for under previous Authority policies; however, upon retirement individuals must elect either to exercise the "Service Credit" option or the "Cash Out" option. The options cannot be exercised in conjunction with one another. Election of the "Cash Out" option shall cause unused sick leave balance to remain capped at 1040 hours.

1 - 119 months	-	104 hours annually
120 plus months	-	120 hours annually

#### **C. Bereavement Leave**

1. Paid leave due to the death of an employee's parent(s), stepparent(s), grandparent(s), parent(s)-in-law, spouse, domestic partner, child, sibling, grandchild, step child, adopted child, legal guardian or any person who is permanently residing in the household of the employee shall not exceed three (3) days and shall be taken within thirty (30) calendar days after the date of death. Two (2) additional working days shall be granted if travel of over one hundred (100) miles is required as a result of death.
2. Paid leave due to the death of other relatives shall not exceed one (1) working day. Two (2) additional working days shall be granted if travel of over one hundred (100) miles is required as a result of the relative's death.
3. The Authority may require the employee to produce documentation validating the legitimacy of the claim. Failure to produce documentation will invalidate a request for paid bereavement leave.

#### **D. Witness or Jury Duty Leave**

Paid leave shall be granted to any employee while going to and from court and serving on jury duty or answering a subpoena in any case that they are not a litigant. Any jury or witness fee awarded, excluding mileage, shall be deposited with the Authority.

#### **E. Voting Leave**

If an employee does not have sufficient time outside working hours to vote, an employee shall be allowed to leave, with pay, for up to two (2) hours at the beginning or end of the workshift on a recognized state or national Election Day to vote.

#### **F. Personal Emergencies**

If a personal emergency makes it necessary for an employee to leave before the end of the working day, the employee should ask her/his immediate supervisor for permission to be absent and permission shall not be unreasonably denied.

## **G. Holidays**

1. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

January 1 (New Year's Day); third Monday in January (Martin Luther King, JR's Birthday); February 12 (Lincoln's Birthday); third Monday in February (President's Day); last Monday in May (Memorial Day); July 4 (Independence Day); first Monday in September (Labor Day); September 9 (Admissions Day); November 11 (Veteran's Day); Thanksgiving Day; the day after Thanksgiving; December 25 (Christmas Day).

2. Additionally, any day declared a holiday by proclamation of the Mayor of San Francisco, after such day has been declared a holiday by the Governor of the State or the President of the United States, will be officially recognized. When an employee is required to work on an observed holiday under the above provisions, they will be entitled to one paid day off at a future date.

## **H. Severance Pay**

Individuals whose employment is terminated for any reason other than cause, will be placed on paid administrative leave with full leave accruals and benefits retention for the periods prescribed below in exchange for a release signed by the employee and MEA of any and all claims arising under this MOU

that the employee or MEA may have against the Authority, including any officer or employee thereof. Failure to exercise the release five (5) days prior to the effective date of the layoff nullifies these leave provisions.

Fewer than ten (10) years of service - One (1) month.

More than ten (10) years of service - Two (2) months.

## **A R T I C L E 1 8 E D U C A T I O N & P R O F E S S I O N A L D E V E L O P M E N T**

Education and professional development costs shall be subject to the Authority's "Education and Career Development" Policies and Procedures.

## SIGNATURE PAGE

This agreement has been entered into in accordance with the provisions contained in Article I of this MOU on the 16<sup>th</sup> day of December, 2010 by the following:

## 2009 MEA CLASSIFICATION SALARY SCHEDULES

CLASSIFICATION	UNION	SCHEDULE	9/30/09 BW	
			LOW	HIGH
ACCOUNTING MANAGER	MEA	06930	2918	3547
BUDGET ANALYST I	MEA	06350	2204	2679
BUDGET ANALYST II	MEA	06615	2507	3047
CAPITAL PROGRAMS FINANCE MGR	MEA	07035	3080	3744
CLAIMS ASSISTANT	MEA	06385	2242	2726
COMPUTER TRAINER	MEA	06530	2407	2926
CONSTRUCTION SERVICES MANAGER	MEA	07305	3520	4278
DIRECTOR OF MGMT. INFO SYSTEMS	MEA	07315	3527	4286
DIRECTOR OF OCCUP SAFETY & HEALTH	MEA	06940	2946	3581
DIRECTOR OF PUBLIC HOUSING OPERATIONS	MEA	07575	4017	4882
DOMESTIC VIOLENCE/CRISIS INTERVENTION	MEA	06385	2242	2726
EXECUTIVE SECRETARY	MEA	06340	2199	2672
FINANCE ASSISTANT	MEA	05980	1844	2242
IS ENGINEER, LEVEL II	MEA	06885	2862	3479
IS ENGINEER, LEVEL I	MEA	06605	2502	3041
JUNIOR MANAGEMENT ANALYST	MEA	06350	2204	2679
LITIGATION SECRETARY	MEA	06210	2063	2507
MAINTENANCE SUPERINTENDENT	MEA	06875	2855	3470
MANAGEMENT ANALYST	MEA	06615	2507	3047
MANAGEMENT ASSISTANT	MEA	06180	2033	2472
PAYROLL SUPERVISOR	MEA	06805	2758	3353
PLANNING PROGRAM MANAGER	MEA	07195	3320	8745
PORTABILITY COORDINATOR	MEA	06535	2412	2933
PRINCIPAL BUSINESS ANALYST	MEA	07035	3080	3744
PROJECT MANAGER	MEA	06625	2521	3064
SAFETY SPECIALIST	MEA	06295	2204	2679
SELF SUFFICIENCY COORDINATOR	MEA	06760	2700	3282
SENIOR BUDGET ANALYST	MEA	06995	3027	3679
SENIOR PROJECT MANAGER	MEA	06980	3005	3653
SFHA PROGRAM MANAGER I	MEA	06850	2806	3410
SFHA PROGRAM MANAGER II	MEA	07115	3199	3888
SFHA PROGRAM MANAGER III	MEA	07395	3661	4449
SFHA PROGRAM SPECIALIST I	MEA	05395	1391	1686
SFHA PROGRAM SPECIALIST II	MEA	06240	2094	2545
SFHA PROGRAM SUPERVISOR	MEA	06455	2326	2827
SUPERVISING ACCOUNTANT	MEA	06475	2348	2855
SUPERVISOR OF FINANCE	MEA	06975	2997	3643
SYSTEMS ADMINISTRATOR	MEA	07140	3248	3948