

REPORT

DATE ISSUED: September 7, 2007 REPORT NO: HCR 07-38
ATTENTION: Chair and Members of the Housing Commission
For the Agenda of September 14, 2007
SUBJECT: FY08 REVISIONS TO MEMORANDUM OF UNDERSTANDING
WITH S.E.I.U. LOCAL 221 AND REVISIONS TO SDHC
PERSONNEL POLICIES

REQUESTED ACTION:

Approve negotiated Memorandum of Understanding between the San Diego Housing Commission and Service Employees International Union, Local 221 for represented employees; extend salary and benefit changes to non-represented employees and management; and approve revisions to Personnel Policies.

STAFF RECOMMENDATION:

Housing Commission approval of the following:

1. Memorandum of Understanding (MOU) between the Housing Commission and Service Employees International Union, Local 221 (Union) for FY08, FY09, and FY10, including salary and benefits discussed in Attachment 1, Summary of Major Changes to Memorandum of Understanding.
2. Revisions to Personnel Policies (PO102.000) including salary and benefits for non-represented employees and for the Executive and Management Services consistent with union-represented employees except as noted (summarized in Attachment 3).

SUMMARY:

The Housing Commission, as an employer, is concerned about 1) providing an attractive salary and benefit program that allows recruitment and retention of qualified employees at all levels; and 2) the increasing cost of implementing salary and benefits programs given limited Federal, State and Local public funding, diminishing available resources and resulting budgetary constraints. The FY08 negotiation process considered the anticipated costs of medical and related health care administrative expenses, organizational restructuring to improve efficiency and streamline processes, effective use of automated technologies, the Commission's current and future ability to fund program operations while considering employee needs, legal rights of employees, and the right of employees to bargain for various provisions, including binding arbitration.

BACKGROUND:

The Housing Commission approved specific parameters that staff used to conduct union negotiations. Subsequently staff received authorization from the Housing Authority confirming those same negotiations parameters.

Proposed recommendations were negotiated in good faith with the Union following a series of seventeen (17) Union-Management negotiation sessions that began in early March. The result of these sessions was that tentative agreements were reached on forty-eight (48) articles within the MOU. Agreement on the four remaining articles was not initially reached and resulted in an impasse. As provided by the Meyers-Milias Brown Act and the Housing Commission's Employee Relations Policy, an Impasse Meeting was held July 27, 2007 to resolve outstanding issues and/or to put in place an agreement under which the two parties could operate. During this meeting, the President & Chief Executive Officer of the Housing Commission acted as mediator for the Union and Management negotiations teams. A tentative agreement was reached on all remaining articles and formal impasse was avoided. As a result of this meeting, a multi-year (three-year) contract with the Union is proposed.

Some of the key provisions of this agreement include: A two percent salary increase in each contract year; moderate increases in flex benefit credits to address rising health insurance costs; no change in the paid holiday schedule; no binding arbitration provision; and a mandatory unpaid four day facility closure during FY08 only. S.E.I.U. Local 221 ratified the Memorandum of understanding on August 15, 2007.

Proposed new salary schedules for represented positions, and other recommended modifications to the Memorandum of Understanding are contained herein as Attachment 2. The Memorandum of Understanding covers fiscal years FY08, FY09, and FY10 for salary, benefits and related articles. Minor revisions to Personnel Policies and the entire pay plan are found in Attachment 4.

The Housing Commission offers a defined contribution retirement plan and a separate 457 Deferred Savings Plan to its employees. In June 2005, to encourage Housing Commission staff to take responsibility to manage their own retirement planning in lieu of a defined benefit plan, the Housing Commission and Housing Authority approved a one percent of salary contribution and one and one-half percent of salary match to each eligible staff member's 457 Deferred Savings account. This continuing benefit is included in the revisions proposed for the Personnel Policies and was included in the FY08 Budget. This benefit is similar to the City's Supplemental Savings Plan (SPSP) which provides 100% match of an employees contribution, up to four and one half percent of total annual salary. A full review of current Housing Commission Personnel Policies is being conducted and major revisions are anticipated for review and approval by the Housing Commission Board and Housing Authority later this year.

City of San Diego policies, industry best practices and current case law were used as references, whenever possible, to negotiate changes to applicable articles.

The cost of the FY08 recommendation for salary and benefits, and projected costs for FY09 and FY10 are calculated based on the current FY08 staffing plan and do not include step increases. These proposed increases in salaries and flex credits for FY08, FY09, and FY10 are shown on the chart below.

Cost In Dollars By Fiscal Year:

	Cost of Proposed Salary <u>Increases*</u>	Cost of Associated Benefit <u>Increases**</u>	Total <u>Cost</u>
FY08	253, 833	171,454	425,287
FY09	258,910	160,603	419,513
FY10	264,088	149,773	413,861

*Two percent salary increase in each year.

**Pension, life insurance, long term disability, Medicare and worker compensation are all calculated as a percentage of salary.

If approved, salary increases and flex credit allowances will be retroactive to July 1, 2007, as allowed by California law.

FISCAL CONSIDERATIONS:

Funding for all salary and benefit changes is included in the FY08 Budget, which was approved by the Housing Commission and Housing Authority on April 20, 2007 and May 10, 2007, respectively.

Respectfully submitted,

Approved by,

C. Terry Whitesides
Director Business Services

Elizabeth C. Morris
President & Chief Executive Officer

September 14, 2007
FY08 Employee Compensation, Benefits and Policies
Page 4

Attachments:

Attachment 1: Summary of Major Changes to Memorandum of Understanding

Attachment 2: Revised Memorandum of Understanding (FY08 – FY10)

Attachment 3: Summary of Major Changes to Personnel Policies

Attachment 4: Revised Personnel Policies

Distribution of these attachments may be limited. Copies available for review during business hours at the Housing Commission offices at 1122 Broadway.



Summary of Major Changes to Memorandum of Understanding For July 1, 2007 through June 30, 2010

- Article 1 - Preamble - Changed from Local 535 to Local 221, effective March 1, 2007.
- Article 2 - Recognition - Added "in Attachment A of this Memorandum of Understanding" in second sentence.
- Article 3 - Renegotiation - Meet and confer shall begin no later than February 4, 2010. If neither party has proposed a change to an Article in this contract by April 14, 2010, the Article shall remain in full force and effect for one (1) year from the date it would have been terminated.
- Article 4 - Non-Discrimination - Added "bargaining" in the first paragraph and "ancestry" in the last paragraph."
- Article 5 - Union and Employee Security – Added the term "represented" in places that refer to "classes" and "employees." Added "in accordance with the new member orientation schedule" in the second paragraph and changed second Friday to last Monday. Added "at" between "implemented and the" in the third paragraph.
- Article 6 - Bulletin Boards - Removed "adequate" and "reasonable" in the first sentence. Replaced "reasonable" with "accessible." Globally changed President and Chief Executive Officer to President and Chief Executive Officer or designee throughout the Memorandum of Understanding. Added "the Union and" to third from last sentence. Should read, "Disputes regarding such other material will be resolved by the Union and the President and Chief Executive Officer or designee."
- Article 7 - Distribution of Union Material - Minor editing.
- Article 10 - Stewards - Changed language in second paragraph to read, "If any additions, deletions, or committee changes are made, the Commission shall be advised, in writing, within ten (10) calendar days of the changes. This notification is to include all names, titles, and committee assignments."

- Article 11 - Employee's Appearance for Union - Added "and parking for any authorized employee when meeting occurs on Commission property," in the last sentence of second paragraph.
- Article 12 - Types of Employment - Added "is regularly scheduled for" in first sentence of second paragraph. Added "scheduled for" in second sentence of second paragraph. Added "There shall be a meet and confer convened at such time the Union is of the belief that an excessive amount of temporary employees exist" as last sentence of second paragraph. Added "The Commission shall provide on a quarterly basis a current list of temporary employees, their hire status and anticipated end date" as a fourth paragraph.
- Article 13 - Temporary Assignment to Higher Classification - Added "which shall not be less than a 5% increase" in third sentence of first paragraph.
- Article 14 - Probationary Period - (Section A) changed six (6) months to one (1) year. (Section B) added "in a different department" to first sentence.
- Article 15 - Performance Reviews - Added "It is a goal of the Commission to conduct a performance review within thirty (30) days of the due date" as a fourth paragraph. After Section B, added "following the final meeting" in the first sentence of the next to last paragraph.
- Article 16 - Personnel Records - Added new second paragraph to read, "Supervisors or prospective supervisors of the employee may review personnel files as required."
- Article 18 - Hours of Work - Changed normal hours of work from 8:00a.m. until 5:00p.m. to 7:00a.m. until 6:00p.m. Added "and an employee may request a work schedule within those business hours" in the last sentence of the first paragraph.
- Article 19 - Pay Plan - Restructured Section J, first paragraph, to read "Commission management reserves the right to implement or discontinue the following program on a year-to-year basis, dependent on administrative savings in each fiscal year on the needs of the Commission." Changed "Distribution would" in second paragraph of Section J to read "Distribution will."
- Article 20 - Overtime - Changed forty (40) hour week to read forty (40) hour workweek.
- Article 21 - Bilingual Pay - Deleted "Employees in positions not designated as bilingual may request a review by the Human Resources Manager of the extent to which they are required to use bilingual skills." Added "Employee may submit request for review by Human Resources Manager if supervisor has denied earlier request."

- Article 23 - Mileage/Transportation Reimbursement - Clarifies that monthly bus and/or trolley transportation passes are “exclusively for the use of the staff member.” Added “A list of these positions will be maintained by the Commission” in the fourth paragraph, fifth sentence. Added “Eligible employees, who choose to use other public forms of transportation as an alternative, shall be entitled to reimbursement at the equivalent rate of 80% of a monthly public bus pass” to the end of the fourth paragraph.
- Article 24 - Standby/Call-Back Compensation - Section A, changed “Division Director to Department Director.” Added “related to illness” in paragraph two of Section A.
- Article 25 - Insurance - Replaced second sentence of first paragraph with “The Commission reserves the right to make changes to any and all aspects of the insurance covered by this article during the course of this Memorandum of Understanding; however, prior to implementing any such change, the Commission shall meet and confer with the Union on all such changes.”
- Article 28 – Holidays – Minor editing.
- Article 29 - Annual Leave - Added “as a result of personal or family illness” in last sentence of first paragraph. Removed all references to “sick” leave. Section H, changed “AB109 to Labor Code Section 233.”
- Article 30 - Injury and Emergency Leave - Deleted first two (2) paragraphs that refer to “sick leave.” Added “annual leave as a result of personal or family illness” to the last sentence to what was previously the third paragraph. Changed AB109 to Labor Code Section 233. Changed Section C to read, “Emergency leave” in cases of illness of an employee’s immediate family
Immediate family shall include: domestic partner, spouse, son, daughter, father, mother, brother, sister, grandparent, grandchildren, step parent, step children, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or the corresponding relation by affinity, and any dependent residing in the employee’s household.” Added a new section entitled, Work Related Injury Leave” that reads:

The Commission employee is required to immediately report a work-related accident/injury to their supervisor and thereafter must complete and return the *Incident Report Form* to Human Resources.

An employee injured on the job and requiring a visit to a medical doctor the same day will remain on paid status. In addition, if a follow-up medical appointment is required and the employee is not able to schedule the appointment outside of their scheduled working hours, the employee will be on paid status for time used

for a follow-up appointment within the first three (3) days following the work injury.

Time off for doctors appointments, beyond the first three (3) days of injury, may be supplemented with available approved annual leave. The employee may schedule follow-up appointments before/after their scheduled work shift.

All medical documentation must be forwarded to Human Resources after each scheduled appointment. Thereafter, Human Resources will inform the respective supervisor, as appropriate.

Note: The Commission's work injury policies/procedures will be developed.

- Article 31 - Military Leave - Minor editing.
- Article 32 - Court Leave - Added "Employees who are released from jury service, and who will not have one (1) full hour of work time after returning to the workplace, shall not be required to return, with no loss of pay" in last paragraph.
- Article 33 - Leave without Pay - Minor editing.
- Article 34 - Bereavement Leave - Stipulated that the maximum three (3) bereavement days have to be taken "consecutively" in first sentence. Redefined the meaning of "immediate family" to read: domestic partner, spouse, son, daughter, father, mother, brother, sister, grandparent, grandchildren, step parent, step children, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or the corresponding relation by affinity, and any dependent residing in the employee's household at the time of death. Added, "The employer may require that the employee provide proof of death and/or a signed affidavit from the employee regarding the relationship of the deceased" to the end of the paragraph.
- Article 35 - Administrative Leave - Minor editing.
- Article 36 - Educational Incentive - Stipulated that "Reimbursement may be requested for a maximum of \$2,000 per fiscal year" in last sentence of first paragraph. Added "If a request is denied an appeal may be made to the Department Director" as the last sentence in paragraph two.
- Article 39 - Health and Safety - Added "and any other mutually approved" after OSHA in the first paragraph. Added "Employees, in addition to guarding his/her own" in second sentence of second paragraph." Section E, added "significantly" in the first sentence.
- Article 40 – Counseling and Discipline – Under Section 'C – Causes for Counseling or Disciplinary Action' added four (4) new causes, numbers 19

through 22. "Inappropriate use of Commission equipment, e.g., intranet, copiers, etc; Falsification of records; Bribery; Excessive Tardiness.

- Article 41 - Non-Disciplinary Separation from Employment - Minor editing.
- Article 42 - Grievance Procedure - Minor editing.
- Article 44 - Integration with Personnel Policies - Minor editing.
- Article 45 - Workload - Added two (2) additional paragraphs to read:

When major changes in workload result from federal or state legislation or regulatory changes or as a result of management analysis the Commission will implement the changes as required and advise the Union within (15) working days after being notified of such change. If the Union wishes to meet and confer with Management regarding the impact on employees affected by such change, the Union shall notify Management within fifteen (15) working days from receipt of such notice. It is understood that this meet and confer shall be conducted expeditiously.

At the time Management notifies the Union, copies of applicable dated legislation, regulations or management analysis reports which necessitated these major changes will be made available to the Union within fifteen (15) working days.

- Article 46 - Union/Management Committee - Minor editing.
- Article 47 - Alcohol & Drug Free Workplace - Changed name of article from "Troubled Employees." Moved Section C and the remainder of the article to a newly created Article 51. Employee Assistance Program.
- Article 48 – Term – Minor editing.
- Article 49 – Resident Manager – Under 'On-Call Duties and Pay', remove "pager" and replaced with "cellular phone." Added sentence under that same paragraph, "Authorization shall be determined by the supervisor based on staffing requirements and shall not be unreasonably denied." New on call pay rate: "effective July 1, 2007, \$1.00 per hour (\$173.33) per month; effective July 1, 2008, \$1.40 per hour (\$242.66) per month, no change in rate effective July 1, 2009.
- Article 50 – Salary Schedule – Yearly increases of 2%, effective July 1, 2007, July 1, 2008, and July 1, 2009. Last sentence to read "There shall be a mandatory unpaid four-day facility closure in FY08 only, which shall occur on December 24, 26, 27 and 28, 2007."

- Article 51 – Employee Assistance Program – Used portions of Article 47 referencing Employee Assistance Program (EAP) and restructured some of the language.
- Article 52 – Management Rights – New article with the following language:

Section 1.

The rights of the Commission include, but are not limited to the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for just cause; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission; and exercise complete control and discretion over its organizational and the technology of performing its work.

Section 2.

The exercise of such rights shall not preclude the Union from consulting with the Commission representatives about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment. Management decisions shall not supersede the provisions of this Memorandum of Understanding.

PO104.000

MEMORANDUM OF UNDERSTANDING

Between

SAN DIEGO HOUSING COMMISSION

and

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 221
S.E.I.U., AFL-CIO, CLC**

July 1, 2007 to June 30, 2010

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>SUBJECT</u>	<u>PAGE NO.</u>
1	PREAMBLE	1
2	RECOGNITION	1
3	RENEGOTIATION	1
4	NON-DISCRIMINATION	1
5	UNION AND EMPLOYEE SECURITY	2
6	BULLETIN BOARDS	2
7	DISTRIBUTION OF UNION MATERIAL	2
8	USE OF FACILITIES	3
9	UNION ACCESS	3
10	STEWARDS	3
11	EMPLOYEE'S APPEARANCE FOR UNION	3
12	TYPES OF EMPLOYMENT	3
13	TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION	4
14	PROBATIONARY PERIOD	4
15	PERFORMANCE REVIEWS	6
16	PERSONNEL RECORDS	7
17	SENIORITY AND LAYOFFS	8
18	HOURS OF WORK	10
19	PAY PLAN	10
20	OVERTIME	13
21	BILINGUAL PAY	13
22	UNIFORMS	13
23	MILEAGE/TRANSPORTATION REIMBURSEMENT	13
24	STANDBY/CALL-BACK COMPENSATION	14
25	INSURANCE	15
26	WORKER'S COMPENSATION	16
27	RETIREMENT SYSTEM	16
28	HOLIDAYS	16
29	ANNUAL LEAVE	17
30	INJURY AND EMERGENCY LEAVE	21
31	MILITARY LEAVE	22
32	COURT LEAVE	22
33	LEAVE WITHOUT PAY	22
34	BEREAVEMENT LEAVE	24
35	ADMINISTRATIVE LEAVE	24
36	EDUCATIONAL INCENTIVE	25
37	PROMOTION	25
38	CHANGES IN STATUS	25
39	HEALTH AND SAFETY	26
40	COUNSELING AND DISCIPLINE	27
41	NON-DISCIPLINARY SEPARATION FROM EMPLOYMENT	33
42	GRIEVANCE PROCEDURE	34
43	SEVERABILITY	38
44	INTEGRATION WITH PERSONNEL POLICIES	38
45	WORKLOAD	38
46	UNION/MANAGEMENT COMMITTEE	38
47	ALCOHOL & DRUG FREE WORKPLACE	38
48	TERM	39

TABLE OF CONTENTS (Continued)

Formatted

<u>ARTICLE NO.</u>	<u>SUBJECT</u>	<u>PAGE NO.</u>
49	RESIDENT MANAGER	39
50	SALARY SCHEDULE	40
51	EMPLOYEE ASSISTANCE PROGRAM	40
52	MANAGEMENT RIGHTS	41

ATTACHMENT A Positions Represented by the Union
ATTACHMENT B Classification and Pay Plan

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ARTICLE 1. PREAMBLE

The San Diego Housing Commission (hereinafter "Commission") and the Service Employees International Union Local 221 (hereinafter "Union") mutually acknowledge that it is the mission of the Commission to provide, in a cost effective manner, housing services to families of low and moderate income. These services include safe, decent and sanitary housing and related aids to improve the economic and social well being of our clientele.

ARTICLE 2. RECOGNITION

The Commission recognizes the Union as the exclusive employee organization for employees in the classifications as listed in attachment A of this Memorandum of Understanding. Both parties recognize that Government Code 3500, hereinafter referred to as the Meyers-Milias-Brown Act, is applicable to this Memorandum of Understanding.

ARTICLE 3. RENEGOTIATION

This Agreement shall automatically renew itself from year-to-year unless either party serves notice on the other, in writing, at least ninety (90) days prior to June 30, 2010 of its desire to terminate or modify this Agreement. Meet and confer shall begin no later than February 4, 2010.

Notwithstanding the above, if federal or state governments take action that has direct effect upon the areas which fall within meet and confer, the Commission or the Union may submit proposals concerning these areas at later dates.

If neither party has proposed a change to a particular Article in this contract by April 14, 2010, the Article shall remain in full force and effect for one year from the date it would have been terminated.

ARTICLE 4. NON-DISCRIMINATION

The Commission and the Union mutually recognize and agree fully to protect the rights of all employees in the bargaining unit to join and participate in the activities of the Union, or not to join and participate in such activities, and all other rights guaranteed by law.

No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

The provisions of this Memorandum shall be applied equally to all employees covered hereby without discrimination because of race, color, sex, ancestry, age, disability as defined by applicable law, medical condition, national origin, political or religious opinions or affiliations, marital status or sexual orientation.

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ARTICLE 5. UNION AND EMPLOYEE SECURITY

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The Commission shall supply the Union with a written notice of names, addresses and classifications and wages of work of new employees in represented classes, or those promoted in the unit, and the names of the represented employees terminated, on long-term leave, promoted or transferred, such notice to be furnished not later than the tenth (10th) of the following month; except that notice of new represented employees in the bargaining unit shall be given to the Union within one (1) week of employment.

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The Commission and the Union shall offer each new represented employee an opportunity, within thirty (30) days of employment, to attend an one half (1/2) hour orientation meeting in accordance with the new member orientation schedule, with two (2) Union designated officers who will provide a copy of the current Memorandum of Understanding and other relevant material and information. Such meetings will be held on the last Monday of each calendar month or as otherwise agreed by mutual consent.

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Upon the receipt of a written authorization from an employee for deduction of Union dues or an equivalent agency fee, the Employer shall withhold such dues or fee from the salary of the represented employee and remit the withholdings to the Union. Deductions for Union dues or agency fee shall be implemented at the start of the pay period following receipt of the employee's deduction request.

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The employee may request to withdraw authorization to deduct union dues or agency fees from the Union only during the thirty-day period prior to the anniversary of the employee's initial authorization. The Union shall track and approve employee requests and submit to the Employer. Upon receipt of the approved authorization from the Union, the Employer will stop deductions effective at the start of the pay period following receipt of the employee's written request from the Union.

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ARTICLE 6. BULLETIN BOARDS

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The Commission will furnish bulletin board space at accessible locations for the exclusive use of the Union. The bulletin boards shall be used for posting: Union election materials, official business reports of the Union, Union news bulletins and meeting notices, Union membership benefits, programs, promotional information, and any other material which may be mutually agreed to by the Union and the Commission. Disputes regarding such other material will be resolved by the Union and the President and Chief Executive Officer or designee. The Chapter President or designee shall be responsible for the maintenance of items posted on Union bulletin boards.

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ARTICLE 7. DISTRIBUTION OF UNION MATERIAL

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Employee representatives of the Union will normally distribute Union flyers, pamphlets, etc., before or after working hours. Noontime distribution may be authorized by the President and Chief Executive Officer or designee, when considered appropriate, provided said distribution is done in a manner that does not interrupt normal

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Commission business. A management representative may accompany the employee when such distribution at the lunch hour is permitted.

ARTICLE 8. USE OF FACILITIES

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Commission conference rooms and meeting rooms may be made available upon application for use by off-duty employees and the Union. Application for such use shall be made to the President and Chief Executive Officer or designee.

ARTICLE 9. UNION ACCESS

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Upon notice to the President and Chief Executive Officer or designee, duly authorized representatives of the Union shall be permitted to visit represented employee's work stations at and for specified periods of time as determined reasonable by the President and Chief Executive Officer or designee, for the purpose of observing conditions under which the employees are working, provided that such visits shall not unnecessarily cause the interruption of work.

ARTICLE 10. STEWARDS

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The Union shall reserve the right to designate the number and method of selection of stewards. The Union shall notify the Commission, in writing, of the names of the stewards.

If any additions, deletions, or committee changes are made, the Commission shall be advised, in writing, within ten (10) calendar days of the changes. This notification is to include all names, titles, and committee assignments.

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ARTICLE 11. EMPLOYEE'S APPEARANCE FOR UNION

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The Commission shall grant time off without loss of compensation or other benefits to one employee representative of the Union when attending meetings of the Commission, when the agenda for such meetings contains an item which affects the Union.

Release time shall be granted for up to four (4) employee representatives to attend meet and confer sessions between the Union and the Commission. For attendance at other meetings between the Commission and the Union, up to three (3) employees shall be granted release time. Employees who participate in a series of meet and confer sessions shall be provided an equitable workload adjustment and parking for any authorized employee when meeting occurs on Commission property.

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ARTICLE 12. TYPES OF EMPLOYMENT

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A regular employee is an employee appointed to a position encompassing duties which are continuing in nature and which is a regularly planned, established and budgeted position within the Commission.

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A regular employee shall be considered full-time if the employee is regularly scheduled for a forty (40) hour workweek. A regular employee shall be considered part-time if the employee is scheduled for less than forty (40) hours per workweek, but at least twenty (20) hours per workweek. Employees shall be paid in accordance with the Fair Labor Standards Act.

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A temporary employee is an employee assigned to perform duties which are generally considered as supplemental to normal workloads for a specific temporary period or duration or to perform work requiring special skills for which training cannot be provided in a timely manner; or an employee assigned to a vacancy in a regular position which is expected to last less than six (6) months; or for the purpose of providing entry level on the job training to public housing residents and Section 8 participants to enhance their economic development. There shall be a meet and confer convened at such time the Union is of the belief that an excessive amount of temporary employees exist.

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The Commission shall provide on a quarterly basis a current list of temporary employees, their hire status and anticipated end date.

Any vacant regular position filled by a temporary employee for twelve (12) months shall be considered for filling by a regular employee.

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Should an “extra help” assignment be filled continuously by a temporary employee for one (1) year, consideration will be given to establishing the assignment as a regular, position to be filled through the regular hiring process.

A temporary employee may not accrue seniority or other special benefits other than those required by law, except as specified in Article 29, Annual Leave.

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Temporary assignments filled by regular employees shall be filled from an existing eligibility list. Notice of all selection decisions will be announced.¶

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ARTICLE 13. TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION

When a regular employee is assigned full-time to perform the duties of a higher paid classification that employee in the higher classification shall be paid at the higher rate of this classification, which shall not be less than a 5% increase, from the date of such assignment. All terms and conditions of the higher classification shall apply.

At the end of a temporary assignment to a higher classification, the employee shall revert to the regular class and salary range. Should the anniversary date of the employee’s regular assignment occur while on a temporary assignment, the employee shall receive any step increase and pay due when the employee reverts to the regular class and salary range.

ARTICLE 14. PROBATIONARY PERIOD

The probationary period shall be regarded as part of the selection process and shall be utilized for closely observing the work of new employees, for securing their effective adjustment to their positions and for rejecting any probationary employee whose performance does not meet acceptable standards of work.

A. Each new regular employee shall serve a probationary period of one (1) year, commencing with the first day of their employment, to attain regular status. For reinstated employees who previously attained regular status with the Commission, the one (1) year probationary period may be waived or reduced.

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B. Each regular employee promoted, laterally reassigned in a different department, demoted to a new class, or re-employed from layoff shall serve six (6) months probationary period in the new class. A longer probationary period will be required if necessary to complete the original probation of six (6) months. The six (6) months new class probationary period may be waived or reduced by the President and Chief Executive Officer or designee.

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A written evaluation during new hire and new class probation shall be given at the end of the first six (6) months which shall clearly indicate where the employee's performance is satisfactory and acceptable, where improvement is needed, and where it is unacceptable.

A final written evaluation is to be given at least five (5) days prior to the end of the probationary period. If the overall rating is satisfactory, the employee will be made regular upon approval of the President and Chief Executive Officer or designee. If the overall rating is less than satisfactory, or if the employee has been absent from work for the equivalent of thirty (30) work day period or more, the probationary period may be extended once for a specified period, equal to the time absent from the job, or in the case of a less than satisfactory performance, not to exceed ninety (90) work days; or upon review and approval of the President and Chief Executive Officer or designee, the new hire probationary employee shall be terminated. If the new hire probationary period is extended, a final evaluation shall be performed at the end of the extension to determine if performance has become satisfactory. The employee shall then be made regular or terminated.

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Extension of the probationary period due to unsatisfactory performance, does not change the employee's annual anniversary date. Unpaid absence of more than 30 work days during probation extends the employee's annual anniversary date as provided under Article 33. Leave Without Pay.

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A regular employee who has been promoted or who has been voluntarily laterally reassigned and is performing unsatisfactorily during new class probation shall revert back to the classification, range and step from which he/she came.

New probationary employees shall have all rights under the Memorandum of Understanding, including full and complete access to the grievance procedure except for instances of termination.

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Newly promoted or laterally reassigned regular employees shall have all rights under the Memorandum of Understanding including full and complete access to the grievance procedure, except in the case of unsatisfactory performance in the new job classification during the probationary period.

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ARTICLE 15. PERFORMANCE REVIEWS

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Performance review procedures and form shall be standardized for all employees. Rating standards may vary based on performance expectations established for each position.

Performance reviews shall be performed for each employee in accordance with Probation Period provisions herein. In addition, a performance review shall be performed at one-year intervals following the completion of probation and in accordance with Article 19.B for scheduled step increases. Interim performance reviews may be performed at the discretion of the supervisor or at the request of the employee to assist the employee in determining his/her strengths and weaknesses, and to point out areas where improvements can be made, or have been made. Interim reviews shall not substitute for communication and instruction between the supervisor and employee. Performance issues shall be discussed with employees to provide instruction and opportunities for correction prior to interim or annual performance reviews.

Performance reviews shall be discussed, in person, with employees and the document signed and dated by the supervisor at that time. The employee shall have five (5) workdays in which to consider the document before signing and returning it. No comment shall be added to the evaluation after the employee's signature. A copy of the performance review shall be given to the employee prior to placement in the personnel file.

It is a goal of the Commission to conduct a performance review within thirty (30) days of the due date.

Performance reviews and conferences shall be conducted in a confidential manner.

Performance reviews are not subject to the grievance procedures. Except during probation, an employee may exercise the following procedures in response to a performance review.

A. FOR ANY PERFORMANCE REVIEW:

1. If an employee does not respond within five (5) workdays of discussion or refuses to sign the document, the performance review will be forwarded for processing. Employee comments submitted after the five (5) workdays will be forwarded through the appropriate signature approvals for filing in the employee's Personnel File and attached to the appropriate performance review.

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2. If an employee disagrees with the supervisor's review he/she may submit a written statement in response to the review within five (5) workdays of receipt and discussion as documented by supervisor's signature and date, which shall become a part of the official document.

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appropriate signature approvals for filing in the employee's Personnel File and attached to the appropriate performance review.¶
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3. If any elements of the performance review are rated less than satisfactory, the employee may, within five (5) workdays of the receipt and discussion of the review, request a meeting to discuss the review with the supervisor and next higher supervisor. A Union Steward, Union Representative, or other employee may accompany the employee to this meeting. The next higher supervisor shall notify the employee within five (5) workdays, or reasonable mutually agreed to time frame, of his/her determination of the review.

B. FOR A PERFORMANCE REVIEW WHICH IS RATED UNSATISFACTORY OVERALL:

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If the overall performance review is rated less than satisfactory, the employee may, within five (5) workdays of the receipt and discussion of the performance review, request a meeting as described in "A" above. If the employee is dissatisfied with the determination, the employee may request a final meeting to discuss the performance review with the Department Director or if previously reviewed by the Director, the next higher level. The employee may be accompanied by a Union Steward, Union Representative, or another employee at this meeting. Notification to the employee will be within ten (10) workdays of the determination.

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The Commission and the Union following the final meeting will review the performance review system. The parties will discuss an approach to obtain feedback for performance reviews of supervisors.

The Commission agrees to a fair distribution of outstanding performance reviews.

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The Commission will monitor the performance review system to attain a consistent and reliable process.

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Statistics regarding performance reviews will be provided annually per fiscal year for review and discussion at a scheduled Union/Management committee meeting. The distribution of ratings will be reviewed. Individual performance reviews will not be provided but inequities, if they occur, shall be discussed.

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ARTICLE 16. PERSONNEL RECORDS

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The Commission shall maintain a personnel file for each employee. Employees shall have a right to review their personnel file, authorize review by their representative and shall be allowed copies of materials contained therein.

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Supervisors or prospective supervisors of the employee may review personnel files, as required.

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The employee shall have the right to review, in advance, any adverse document(s) to be filed in the individual personnel file. The employee shall acknowledge review of said document(s) on the copy or attachment thereto or if the employee declines to sign, the supervisor will record such declination in lieu of signature.

Any adverse document will not be considered conclusive if the content of such document is under appeal by the employee.

The personnel files of employees shall be considered confidential. The President and Chief Executive Officer or designee shall only release information from personnel files when lawfully ordered to do so, or to creditors or other persons upon proper identification of the inquirer and if authorized by the employee.

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ARTICLE 17. SENIORITY AND LAYOFFS

Effective beginning July 1, 2000, seniority for layoff purposes is defined as the total length of continuous regular employment and authorized absence within the employee's current classification and any equal or higher level classification at the Commission. The President and Chief Executive Officer or designee may authorize layoff of employees within the Commission, a division, department, or work unit as follows:

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When one or more employees performing in the same classification are to be laid off for lack of work, reorganization, or purposes of economy, the order of layoff shall be as follows:

- A. All temporary employees within affected classification(s).
- B. All regular employees serving in a temporary assignment in the affected classification shall return to their regular position/classification.
- C. All probationary employees within affected classification(s) who have not completed new hire probation.
- D. Regular employees with least seniority within the affected classification(s) shall be laid off first. Time spent in an equal or higher classification shall be included for the purpose of overall time in the affected classification. In the event of a tie, the President and Chief Executive Officer or designee shall have final discretion that shall consider the employee's length of total continuous regular service with the Commission, documented performance within the preceding five-year period, specialized skills and training, and the operational and program needs of the Commission.

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- E. Exceptions to layoff may be made in instances of volunteers for layoff. Exceptions to layoff may also be made by the President and Chief Executive Officer or designee in extraordinary circumstances when it is determined that loss of a specific position will result in a reduction in program funding or will seriously impact service delivery to residents or special program(s) and to the mission of the Commission. Exceptions will be made to position and/or program with advance notification to the Union and impacted employees prior to such action taking effect.
- F. An employee affected in "D" above shall be allowed to transfer to lateral classifications or demote to lower classifications if: (1) the employee held the lateral or lower classification and has seniority over the incumbent as defined in "D" above, or (2) a position is vacant in a classification for which the employee is qualified. Employees transferring to lateral classifications shall have their salaries treated in accordance with transfer provisions herein. Employees accepting demotion shall have their salaries adjusted in accordance with demotion provisions herein. Requests for voluntary demotion or transfer must be made in writing to the Human Resources Section within five (5) workdays after receipt of layoff notice.
- G. Employees bumped by the foregoing shall be treated as notified of layoff and the same rights will apply.

Employees subject to layoff shall be given at least ten (10) workdays written notice prior to the effective date of layoff.

The names of regular employees laid off shall be entered upon **an appropriate** re-employment list in the inverse order that they were laid off. The person ranking highest on the re-employment list for a particular classification shall be offered the appointment when a vacancy exists in that classification. Employees on any re-employment list **may** accept a vacancy in a lower classification for which they are qualified and retain the right to fill the first vacancy which occurs in the classification from which they were laid off.

Recall

New hire probation shall not be required for laid off employees who previously attained regular status upon re-employment from the list to their laid off class. Employees recalled from layoff shall have prior accrued seniority restored.

Employees shall lose their seniority for the following reasons: (a) discharge, (b) resignation, (c) failure to return to work when recalled from layoff as set forth in the recall procedure, (d) failure to return to work after expiration of a formal leave of absence, (e) retirement, and (f) layoff for a continuous period of one year.

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ARTICLE 18. HOURS OF WORK

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Full-time employees shall normally work a five day, 40-hour week. The normal business hours of the Commission are Monday through Friday from 7:00 a.m. until 6:00 p.m. and an employee may request a work schedule within those business hours.

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Employees shall be granted and may take a rest period of fifteen (15) minutes during each four (4) hours of work. Rest periods shall be considered as time worked for pay purposes. In addition, employees who work on a Video Display Terminal (VDT) shall not work more than sixty (60) consecutive minutes at the VDT without ten (10) minutes away from the VDT.

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Lunch periods shall be scheduled for all employees and are typically one (1) hour but may be modified at the employee's request as appropriate. Employees shall not be paid for lunch period. Employees and work units may request optional flexible work schedules which allow alternative work hours, days off, and part-time schedules. Such alternative and part-time schedules are subject to approval by the Commission based on operational needs, customer service requirements, and are subject to approval by the President and Chief Executive Officer or designee.

ARTICLE 19. PAY PLAN

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The Basic Pay Plan consists of a 7-step merit range on the salary schedule which is attached as Schedule A. Employees shall be paid within the ranges assigned to their classifications in accordance with normal merit increase principles and the following provisions:

- A. The first step in each range is the minimum rate and shall normally be the hiring rate for the classifications. In cases where it is difficult to secure qualified personnel or a person of unusual qualifications is employed, the President and Chief Executive Officer or designee may approve appointment at a higher rate.
- B. Advancement to the second, third, fourth, fifth, sixth and seventh steps shall be paid at the completion of twelve (12) months of satisfactory service at each preceding step, as reflected by the annual evaluation.
- C. The differential between steps one to two, and steps two to three, shall be 5% rounded up to the nearest dollar.
- D. The differential between steps three to four, four to five, five to six, and six to seven, shall be 2.5% rounded up to the nearest dollar.
- E. Employees eligible for a normal step increase shall automatically receive the normal pay/step increase effective the start of the pay period in which the annual performance review date falls.

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F. **Special Merit Pay Awards** are provided in accordance with a pay for performance plan, to recognize sustained annual performance at an Outstanding level.

Employees who receive an overall outstanding performance review at **Step 3, 4, or 5** shall advance two steps, equaling a 5% increase.

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Employees at step 6 who receive an overall outstanding performance review shall advance to **Step 7**, and receive an additional 2.5% pay increase for **twelve (12)** months.

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Employees at **Step 7** who receive an Overall Outstanding performance review shall receive an additional 2.5% pay increase for **twelve (12)** months.

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G. **Short Term Awards** may be granted for \$250, \$500, \$750 or \$1,000 as a one-time lump sum per performance recognition. The purpose is to provide employees recognition and reward for specific short term performance less than a full rating period, which is excellent or clearly demonstrates performance exceeding normal job expectations.

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<#>Employees below the minimum of the pay range for their classification due to adjustments or reclassification stemming from the classification and compensation study implemented January 1, 1999, will have pay rates adjusted upward to a maximum of 7.5% increments every 6 months until they reach step 1 of their classification pay range.¶

Short term bonus awards should not be used to encourage unrealistic and/or inappropriate job expectations or work assignments. Determination of short term bonus awards are not subject to appeal or negotiation and are at the discretion of the President and Chief Executive Officer **or designee** and will adhere to good management practice. All employees are eligible to participate in short term bonus awards.

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The Union will be provided information about award selection including name, classification and amount. Annually, full disclosure of nominations will be provided to the Union/Management Committee for discussion.

H. **Pay Equity Adjustment** increase of one, two or three steps may be approved to alleviate salary inequities between incumbents of the same classification or supervisorial/employee salary relationships that cannot be resolved through near-term merit increases. The Commission encourages proper salary relationships between Supervisors and subordinates and employees in the same classification. Normally, salary relationships are in balance, but in some cases, salary inequities may exist, due to position hiring and advancement or employee/supervisor re-assignment. In order to further the goals of fairness and good personnel practices, the Commission may exercise discretion to award salary increases to alleviate salary inequities.

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Equity adjustments require the approval of the President and Chief Executive Officer **or designee** and are effective on a prospective basis only. Equity adjustments may not exceed 15% and do not supplant the normal performance evaluation and salary administration system or schedule.

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Equity adjustments are at the sole discretion of the President and Chief Executive Officer or designee.

I. Pay Differentials may be assigned to individual positions within a classification to recognize assignments which though difficult and specialized, do not warrant reclassification to a new or different classification.

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The Commission maintains a classification system to adhere to proper salary administration practices and recognize appropriate classification for assigned work. Assignments within a classification generally follow classification guidelines but in some cases may require difficult and specialized duties, but do not warrant reclassification to a new or different classification. Such assignments may include:

- Ongoing responsibilities exceeding those typically required of other incumbents in the class
- Special projects and assignments of a specified duration which entail added responsibilities and the application of specialized knowledge or skill
- Temporary exercise of lead or supervisory responsibilities in the absence of a lead or supervisory position, for a maximum of twelve (12) months

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This policy should not substitute for the use of temporary positions. Pay Differentials are at the sole discretion of the President and Chief Executive Officer or designee and subject to the grievance procedure.

J. Shared Savings Plan –

Commission management reserves the right to implement or discontinue the following program on a year to year basis, dependent on administrative savings in each fiscal year and on the needs of the Commission.

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A baseline level of administrative expenses will be established during budget preparation each year. Administrative savings below the approved adjusted baseline will be split on a 50/50 basis equally with all eligible Commission employees. Distribution will be made to staff with the mid-December payroll check.

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Only regular Commission employees on payroll at the end of the fiscal year (June 30) would be eligible to receive a share (temporary employees and temporary agency workers would not qualify).

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To qualify for a savings share, an employee must have worked the entire budget year (July 1 to June 30) with no greater than a 90-day leave of any type during the fiscal year.

ARTICLE 20. OVERTIME

Overtime is authorized work performed by an eligible employee in excess of the normal forty (40) hour workweek. For overtime purposes, all paid leave shall be included in the normal forty (40) hour workweek. Overtime work must be specifically authorized, in advance, by the employee's supervisor. Overtime credit shall be computed for each one-hundredth (1/100) of an hour or fraction thereof.

Overtime work shall be compensated at one and one-half (1-1/2) times the employee's hourly rate of pay.

Overtime shall be paid in the pay period in which it was earned.

ARTICLE 21. BILINGUAL PAY

The Commission shall designate positions and assign employees to perform bilingual duties in positions which require such skills. In order to ensure an adequate level of bilingual proficiency, the Commission may require an evaluation of bilingual skills.

For employees required to utilize primarily oral, non-technical bilingual skills, the employee shall be paid a differential of \$0.41 per hour/\$71.07 per month. For employees required to utilize technical translating skills, the employee shall be paid a differential of \$0.51 per hour/\$88.40 per month. Technical translations may include oral or written interpretation and translation of technical programmatic information such as Federal, State, or local program regulations, policies, procedures, forms, and documents, but does not include written and oral translation of routine information provided in basic letters, general flyers, or bulletins.

Employee may submit request for review by Human Resources Manager if supervisor has denied earlier request.

ARTICLE 22. UNIFORMS

The Commission shall provide and maintain uniforms and safety equipment required by the Commission. Employees shall wear uniforms and safety shoes as provided by the Commission. Employees shall use safety equipment provided by the Commission and shall notify the Commission when such equipment is not made available and in adequate supply.

ARTICLE 23. MILEAGE/TRANSPORTATION REIMBURSEMENT

Employees required to use personal vehicles on Commission business shall be reimbursed at the end of each calendar month at the rate per mile as approved by the Internal Revenue Service (IRS).

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The first year of the program would be Fiscal Year 2005 should administrative savings be available, and the first payout would occur in December 2005. Baseline amounts would be determined during the development of future fiscal year budgets.¶

¶
Housing Commission management reserves the right to implement the program on a year to year basis, dependent on administrative savings in each fiscal year and on the needs of the agency.¶

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Employees shall keep detailed mileage logs and submit as required by the Commission to support reimbursement requests.

Employees who purchase monthly passes for public bus and/or trolley transportation will be reimbursed 80% of the cost by the Commission. Such passes shall be exclusively for the use of the staff member.

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Employees shall be reimbursed for reasonable and necessary parking expenses related to on-the-job driving requirements. Employees required to use their personal vehicle on a daily basis as the primary means of performing their regularly assigned field duties, such as inspectors and related qualifying classifications, shall receive free parking at the facility. A list of these positions will be maintained by the Commission. Employees assigned to 1122 Broadway are eligible for either half of the parking cost or \$65.00, whichever is greater or 80% reimbursement of a monthly pass for public bus and/or trolley transportation. Eligible employees, who choose to use other public forms of transportation as an alternative, shall be entitled to reimbursement at the equivalent rate of 80% of a monthly public bus pass.

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On-the-road vehicle repairs may be made on Commission time up to two (2) hours.

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The Commission and the Union agree to discuss in Union/Management Committee incentives for use of public transportation, carpooling and other work-related transportation issues.

ARTICLE 24. STANDBY/CALL-BACK COMPENSATION

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Standby is hereby defined as the requirement that an employee be within immediate reach by telephone and be ready to report for work without delay other than necessary dressing time and travel to the job during all hours and days other than the employee's regularly scheduled work hours.

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An employee assigned to standby shall receive standby pay of \$30.00 per week (7 days); or the equivalent amount of compensatory time.

Standby shall be approved under the following conditions:

A. The Department Director must approve assignments to standby, which must be in addition to the employee's regular work schedule.

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1. An employee receiving standby pay may use vacation or compensatory time off in lieu of working regularly scheduled work hours. However, the employee must be available to respond during all hours and days during which the employee is receiving standby pay.
2. An employee using annual leave related to illness, industrial leave or injury leave may not receive standby pay when on annual leave related to illness, industrial leave or injury leave

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for more than two days during a full pay period assignment, or for more than one day during a one week standby assignment.

B. One week shall constitute the minimum tour of standby duty.

Standby assignments shall be voluntary and shall be rotated so that no person serves more than two (2) consecutive pay periods of standby duty, unless requested.

An eligible employee on standby duty shall receive standby pay plus one and one-half (1-1/2) times base pay for all hours actually worked on call with a one-half hour minimum for each field trip, and actual time on telephone contacts.

ARTICLE 25. INSURANCE

The Commission shall provide eligible employees with a cafeteria-style benefits program in accordance with Section 125 of the Internal Revenue Service Code. The Commission reserves the right to make changes to any and all aspects of the insurance covered by this article during the course of this Memorandum of Understanding; however, prior to implementing any such change, the Commission shall meet and confer with the Union on all such changes.

The Commission provides employer-paid "core benefits" which include:

Basic Term Life & AD/D Insurance - Equal to the employee's annual salary with a minimum of \$15,000.

Long Term Disability Plan - Long Term Disability benefits after 60 days of continuous disability of 60% of an employee's basic monthly pay, and when combined with other income, 70% of pay to a maximum of \$8,500 per month.

Flex Credits - The Commission will contribute Flex Credits effective on July 1 (beginning with the first pay day in July) in the amount of:

- \$6,700 effective July 1, 2007
- \$7,150 effective July 1, 2008
- \$7,550 effective July 1, 2009

Amounts are per eligible full-time employee, prorated for part-time employees, for allocation by employee for employee and eligible dependent(s) benefit options including:

A. Medical Insurance:

1. Major medical insurance providers
- or
2. No medical coverage if employee provides written verification of other coverage.

B. Dental Insurance:

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ARTICLE 25. INSURANCE ¶

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Service Employees . . . San Diego Housing Commission ¶
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- Last Monday in May - Memorial Day
- July 4 - Independence Day
- First Monday in September - Labor Day
- November 11 - Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 25 - Christmas Day
- One additional holiday to be credited as annual leave on December 31 of each year for all employees in the unit.

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When a holiday, as identified above falls on a Sunday, the following Monday shall be observed as a holiday.

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When a holiday, as identified above falls on a Saturday, the preceding Friday shall be observed as a holiday.

Holidays which fall while an employee is on annual leave shall be counted as a holiday and not charged to annual leave.

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If holiday work is assigned and authorized, that time worked shall be reimbursed at the rate of one and one-half (1-1/2) times the regular hourly rate plus the holiday pay to which the employee is entitled.

In order to be eligible for holiday pay, an employee must be either at work or on paid leave of absence on the regularly scheduled workday immediately preceding the holiday or day observed in lieu of the holiday and the regularly scheduled workday immediately following the holiday or day observed in lieu of the holiday.

ARTICLE 29. ANNUAL LEAVE

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Annual leave is compensated leave for those eligible employees who are absent because of illness, injury, medical or dental care appointments, or personal business or who utilize time off as personal vacation. As provided for under Article 30, a doctor's statement may be required for any period of annual leave as a result of personal or family illness.

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Each regular full-time employee shall earn annual leave credit as follows:

<u>Years of Service</u>	<u>Hours per Month</u>	<u>Days Per Year</u>
Beginning of the 1st through the 4th Year	12.00 hours	18 days
Beginning of the 5th through the 10th Year	14.67 hours	22 days
Beginning of the 11th through the 15th Year	17.33 hours	26 days

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Beginning of the 16th through the 25th Year	18.67 hours	28 days
Beginning of the 26th Year	20.00 hours	30 days

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Annual leave accrual shall be pro-rated for part-time regular employees.

An employee appointed from temporary non-benefited status directly to regular or temporary benefited status, or within one (1) year of separation, shall receive credit toward annual leave accrual for the period of continuous temporary non-benefited employment immediately preceding appointment.

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Upon rehire to a regular or temporary benefited position following a break in service of less than three (3) years, all previously counted service toward annual leave shall be restored.

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A. Approval of Leave Requests

Employees may request use of accrued annual leave, in writing, prior to dates scheduled and shall receive a response, in writing, up to one (1) year prior to the dates scheduled and shall receive a response, in writing, within ten (10) days of such request. Total annual leave granted may not exceed the amount posted to an employee's account as of the last day worked preceding leave.

Authorization for time off shall be determined by the supervisor based on staffing requirements. Authorization shall not be unreasonably withdrawn once approved.

B. Credits Accumulated During Leave

Annual leave credits will continue to accrue while on paid leave and can only be used after return to active duty. Annual leave credits are not earned during periods of unpaid leave.

C. Unscheduled Absences

Employees are required to notify supervisors of unscheduled absences as early as possible and to keep supervisors informed of additional days off required as soon as possible.

D. Maximum Accumulation

Maximum annual leave may not accumulate over 650 hours for employees who were hired prior to July 1, 1994.

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For employees hired on or after July 1, 1994, the maximum accumulation of annual leave is 350 hours.

Annual leave may not accumulate over the maximum hours. A supervisor may mandate a leave which draws the employee's balance below the maximum level if it is projected to exceed the maximum accumulation.

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E. Pay in Lieu of Annual Leave

Employees may make up to two (2) requests for payment in lieu of annual leave each fiscal year. The total of both requests cannot exceed 80 hours. Requests for payment in lieu of annual leave may be made if the employee has sufficient hours of earned leave credits and meets the following conditions:

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1. Has taken at least five (5) days (40 hours for full-time employees) of annual leave during the previous twelve (12) months, and;
2. After receiving the requested number of hours in lieu of annual leave retained at least 24 hours of earned annual leave credits.

F. Pay Off at Termination

An employee whose service is terminated shall be entitled to receive the equivalent amount of pay for annual leave accrued, but not taken, up to the maximum allowable accumulation of hours plus the current year's accrual. Such payment shall be made in a lump sum on the effective date of termination; unless the Commission has not received two weeks notice of intent to terminate employment, in which case such payment shall be made within one (1) week of the date of termination.

G. Catastrophic Leave

In the event of a catastrophic occurrence, serious illness, injury, or personal situation in the life of an employee requiring absence from the job beyond available compensated leave, the President and Chief Executive Officer or designee may authorize donations of up to a minimum of one (1) eight (8) hour day and a maximum of six (6) eight (8) hour day donations from the accrued annual leave balance of employee(s) authorizing such donation in writing. After consultation with the Union-Management Committee, the President and Chief Executive Officer or designee may establish guidelines for implementing such transfers of leave.

In an effort to provide a mechanism for assisting employees who have a serious or catastrophic illness or injury, annual leave hours may be transferred from one or more employees and donated to another employee, upon the request of both the receiving employee and the transferring

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employee(s), and upon approval of the President and Chief Executive Officer or designee under the following conditions:

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1. The receiving employee is required to be absent from work due to injury, prolonged illness of the employee, or similar personal situation, and has exhausted or will exhaust all earned leave hours by the end of the pay period, and is therefore facing the loss of salary and benefits.

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2. The donations are voluntary. Transfers may be authorized for minimum of one (1) ~~eight (8)~~-hour day and in whole ~~eight (8)~~ hour increments thereafter.

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3. Transfers are made from accrued ~~annual leave balances~~; annual leave transfers are irrevocable. If any donated hours remain at the end of the employee's catastrophic leave, they shall remain added to the annual leave balance of the recipient. Acceptance of donations ends upon recipient's return to work.

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4. The total transfer credits accumulated by an employee shall not exceed the maximum accumulation of hours per policy. However, accumulations in excess of the maximum may be considered and approved by the President and Chief Executive Officer or designee.

5. Upon the approval of a request for donations, the SDHC shall, at the employee's request, provide notice of the eligible employee's need for donations. Confidential medical information shall not be included in the notice.

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6. Donations shall be administered according to standard payroll procedures. Signed approvals for the recipient and donators' hours must be properly provided before a donation is processed.

H. Family Sick Leave

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Pursuant to Labor Code Section 233, Family Sick Leave, effective January 1, 2000, an employee is entitled to use up to one-half (1/2) the hours of annual leave to which the employee is eligible and has accrued in the calendar year, to attend to the illness or medical need of the employee's child, spouse, or parent, as specified by law.

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I. Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

For employees qualifying under the FMLA and CFRA, accrued annual leave up to twelve (12) workweeks shall be provided to care for a serious illness of the employee, and the employee's child, spouse, or parent as specified by the Acts.

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ARTICLE 30. INJURY & EMERGENCY LEAVE

It shall be the responsibility of each employee to notify his/her immediate supervisor in advance of absence for scheduled medical appointments, or anticipated absences, or as soon as possible, if the absence is unscheduled. The employee shall notify the supervisor when he/she expects to return to work. A doctor's statement may be required for any period of annual leave as a result of personal or family illness.

- A.** Pursuant to Labor Code Section 233, an employee may use up to one-half (½) the hours of annual leave to which the employee is eligible and has accrued in the calendar year, to attend to the illness or medical need of the employee's child, spouse, or parent as specified by law.
- B.** For employees qualifying under the Family Medical Leave Act and California Family Rights Act, accrued leave up to twelve (12) workweeks shall be provided to care for a serious illness of the employee, and the employee's child, spouse, or parent as specified by these Acts.
- C.** "Emergency leave" refers to cases of illness of an employee's immediate family. Immediate family shall include: domestic partner, spouse, son, daughter, father, mother, brother, sister, grandparent, grandchildren, step parent, step children, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or the corresponding relation by affinity, and any dependent residing in the employee's household.

Work Related Injury Leave

The Commission employee is required to immediately report a work-related accident/injury to their supervisor and thereafter must complete and return the *Incident Report Form* to Human Resources.

An employee injured on the job and requiring a visit to a medical doctor the same day will remain on paid status. In addition, if a follow-up medical appointment is required and the employee is not able to schedule the appointment outside of their scheduled working hours, the employee will be on paid status for time used for a follow-up appointment within the first three (3) days following the work injury.

Time off for doctors appointments, beyond the first three (3) days of injury, may be supplemented with available approved annual leave. The employee may schedule follow-up appointments before/after their scheduled work shift.

All medical documentation must be forwarded to Human Resources after each scheduled appointment. Thereafter, Human Resources will inform the respective supervisor, as appropriate.

Note: The Commission's work injury policies/procedures will be developed.

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Deleted: This Article allows the continued use of sick leave accrued before July 1, 1990 for employees who by reason of personal illness, injury, or family sick leave or emergency, are unable to perform regular duties.¶
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Before July 1, 1990 regular, full-time employees accrued sick leave at the rate of six (6) hours per month. Sick leave was prorated for part-time employees. Unused sick leave was accrued to a maximum of 126 days. After July 1, 1990 sick leave was no longer accrued; but rather annual leave (see Article 29) was provided as a replacement for sick leave and vacation.¶
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A. Personal illness, physical or mental incapacity.¶
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B. Personal medical, dental or eye examination or treatment.¶
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C. "Emergency leave" in cases of illness of an employee's immediate family member. (Immediate family shall include: spouse, son, daughter, father, mother, bro... [3])

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4. Short term leave up to 180 days.
5. Other personal reasons, such as for temporary employment, to seek public office, or for a sabbatical.

B. Leaves of absence without pay shall also be granted as required by law for family care or medical leave due to:

Birth or adoption, including foster care placement, of a child; care for serious health condition of employee's parent, spouse, or child; employee's serious health condition; or other lawfully specified purposes.

Entitlement to leave or benefits, definitions of child, parent or spouse within the provisions of Part B above shall be in accordance with California Government Code 12945.2 of the Family Rights Act of 1991, and Title I, Sections 101-109 of the US Family Care and Medical Leave Act of 1993.

The President and Chief Executive Officer or designee may, in exceptional cases, extend a leave for an additional period not to exceed one (1) year. Only one (1) extension may be granted and only in cases of illness or disability.

Immediately prior to, or at the time of return to work from employee illness or disability leave, the employee shall submit a statement from a physician certifying that he/she is released to return to work. Reasonable accommodation will be made to an employee released with work restrictions or limitations.

When an employee has been granted a leave without pay and desires to return before expiration of such leave, the employee may be required to give reasonable notice within five (5) calendar days.

Failure to report to work after a leave of absence has expired or has been denied may, at the option of the President and Chief Executive Officer or designee, be considered a resignation.

Employees may not accrue annual leave while on leave without pay. Unpaid leaves of absence longer than 180 calendar days shall delay and extend day-for-day the period of satisfactory service necessary for pay step advancement.

Premiums required under the Commission's health, life insurance, and dental programs shall not be paid by the Commission while the employee is on leave without pay status beyond the provision of the plan document and as required by law. Employees may coordinate with Payroll to make premium payments to continue benefits during leave without pay if allowable by the plan provider.

If an employee is determined eligible for leave pursuant to Part B above of this article, and elects to continue medical coverage, the Commission shall pay the premium to continue the current medical plan coverage to the extent required by law.

If, in the opinion of the Commission, an employee is unable to properly perform the duties of his/her position due to injury, illness, disability or impairment, the employee may be required to submit to an examination by a physician designated or approved by the Commission. If the report of the physician shows the employee unable to perform his/her essential job duties, the Commission may compel the employee to take sufficient leave of absence until such time as the employee is able to satisfactorily perform his/her essential duties with or without accommodation. If an employee is unable to return to his/her position, he/she will be subject to termination.

ARTICLE 34. BEREAVEMENT LEAVE

Regular employees shall be granted up to a maximum of three ~~(3) consecutive days~~ bereavement leave to be used in case of death in an employee's immediate ~~family. Immediate family shall include: domestic partner, spouse, son, daughter, father, mother, brother, sister, grandparent, grandchildren, step parent, step children, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or the corresponding relation by affinity, and any dependent residing in the employee's household at the time of death. The employer may require that the employee provide proof, of death and/or a signed affidavit from the employee regarding the relationship of the deceased,~~

ARTICLE 35. ADMINISTRATIVE LEAVE

An employee may be placed on administrative leave by the President and Chief Executive Officer ~~or designee~~ at any time. Administrative leave for the remaining hours in a work shift may be required of an employee by the immediate supervisor whenever an urgent or dangerous situation exists.

An employee placed on administrative leave may be required to immediately leave the property of the Commission. At the initiation of administrative leave, the employee shall be instructed regarding return to work procedures and of the reason for requiring administrative leave.

Administrative leave is a required absence from work for the benefit of the Commission. Administrative leave is not a disciplinary action. As long as the employee remains available for business consultation or immediate recall to work, the administrative leave may be in regular paid status. The President and Chief Executive Officer ~~or designee~~ may determine subsequent to administrative leave to take disciplinary action in compliance with this Agreement.

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ARTICLE 36. EDUCATIONAL INCENTIVE

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An employee may receive paid leave from regularly scheduled work, tuition and/or travel reimbursement to attend courses, seminars, workshops or conventions that enhance, improve or add to the knowledge, skills and performance in the employee's employment with the Commission. Reimbursement may be requested for a maximum of \$2,000 per fiscal year.

The determination as to when and whether an employee is granted leave and/or reimbursement shall be made by the President and Chief Executive Officer or designee. Requests for such leave and/or reimbursement shall be submitted in writing in advance, in a timely manner. If a request is denied an appeal may be made to the Department Director.

ARTICLE 37. PROMOTION

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When an employee is promoted, that employee shall be placed on a step within the new range to be determined by the President and Chief Executive Officer or designee. In cases of promotion, the employee's anniversary date shall change to coincide with the effective date of promotion.

An employee scheduled for a normal step increase within 60 days upon change of status due to promotion, will receive that step increase upon promotion, subject to satisfactory written evaluation, in addition to the normal step increase provided for promotions.

Notice of all regular job openings shall be posted in all work locations for a minimum of five (5) workdays.

Equally qualified employees will be given preferred consideration over external candidates in filling job openings in accordance with merit competition and selection methods.

Employees promoted will normally receive at least 5% pay increase, if the new salary range permits.

Employees may submit performance reviews conducted within the last two years for consideration as part of the selection process.

ARTICLE 38. CHANGES IN STATUS

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When an occupied position is reclassified upward and the incumbent is promoted, the incumbent's salary shall be affected as provided for in "Promotions," a probationary period may be waived or reduced as provided in "Probationary Period."

When an occupied position is reclassified downward, the incumbent employee's salary shall be placed at a step in the new pay range which does not reduce the employee's pay, or shall remain unchanged until the new range exceeds the employee's pay rate.

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- A. When an occupied position is reclassified downward, and the incumbent's pay rate is within the range for the new classification, the incumbent's salary will remain unchanged until the employee's anniversary date at which time the employee may move onto the step next higher to current salary.
- B. When an occupied position is reclassified downward, and the incumbent employee's pay rate exceeds that of the top step of the range for the new classification, the incumbent employee's salary shall remain unchanged (frozen) until the new range equals or exceeds the employee's pay rate. The employee's pay rate will be placed at the highest step which does not reduce the frozen pay rate when the pay range of the new classification equals or exceeds the employee's frozen pay rate.
- C. Downward reclassification of a position does not change the anniversary date of the incumbent employee.

When an employee assumes a lateral reassignment to a position in a different job classification within the same salary range or assumes a transfer in the same classification, he/she shall continue to receive his/her current salary and his/her anniversary date will remain unchanged.

When a salary range adjustment occurs, each incumbent employee shall be placed on the same step within the new range as he/she occupied within the old range. Anniversary date remains unchanged when salary range adjustments occur.

In the event an employee is promoted, demoted, reclassified, transferred or his/her salary is upgraded, said action shall be made effective at the beginning of a pay period whenever possible.

Employees may submit performance reviews conducted within the last two (2) years for consideration as part of the selection process.

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ARTICLE 39. HEALTH AND SAFETY

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It shall be the policy of the Commission to provide a safe and sanitary place to work, using the Occupational Safety and Health Act (OSHA) and any other mutually approved standards as a guide.

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Employees shall observe all safety regulations and requirements given verbally or in writing by the properly constituted authorities. Employees, in addition to guarding his/her own safety and the Commission's property, shall seek to safeguard his/her fellow workers and other people affected by his/her work. An employee shall report to his/her supervisor any accident, illness or disease occurring to himself/herself arising out of employment and shall, if observing, report any apparent unsafe condition to his/her supervisor.

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When an employee is personally threatened by an individual, as a direct result of his/her working relationship with the Commission, the employee may request that the

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Commission conduct a prompt investigation to determine whether any one or more of the following actions would be appropriate:

- A. Work reassignment
- B. Temporary transfer to another position or work location
- C. Disqualify client(s)
- D. Other actions as appropriate
- E. If the investigation shows that the personal threat **significantly** interferes with the employee's performance of his/her job duties, the Commission **shall** request injunctive Court action against the threatening individual(s) in conformance with Code of Civil Procedure, Section 527.6, prohibiting harassment.

The Union may designate an employee representative to serve on the Commission's Safety Committee. This committee will address, among other safety related issues, the implementation and maintenance of mandated safety programs and such ongoing current health and safety issues as air quality and VDT workstation injury prevention.

ARTICLE 40. COUNSELING AND DISCIPLINE

I. CONSTRUCTIVE COUNSELING AND DEVELOPMENT

Employees receive communication, instruction, and counseling to assist in improving performance. Oral and written instructions, **counselings**, and warnings are considered counseling actions and may be provided for performance development. Counseling actions are **non-disciplinary** in nature and, as such, clarify performance **expectations**; improvement needed, and contain no punitive language or specific consequence. The employee has the right to review both the employee's Personnel File and the written records pertaining exclusively to the employee in the working file retained by the supervisor with advance notice of request.

A. Counseling Between Supervisor and Employee

- 1. Oral Counseling (Performance, incident or behavior issue). Discussion regarding performance or minor incident. Informal record may be purged following performance review.
- 2. Written Counseling (Repeated performance, incident or behavior)
 - a. Used when employee fails to respond to Oral Counseling, or if the performance or issue is more serious. Instructions must be specific including examples of and ways to correct poor performance. Action is signed and dated by supervisor and employee, with a copy to employee and supervisor.

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- b. The Interim Performance Review process may be considered to document performance requiring improvement to include an Improvement Plan.

B. Supervisor's Issuance of Warnings

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- 1. **Oral Warning** (Violation of a rule, policy, or procedure)

Used for a minor, first time incident where the supervisor believes an oral warning will prevent repeat occurrence. Documentation may be kept by the supervisor.

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- 2. **Written Warning** (Repeated misconduct or serious first time incident)

Used when employee fails to respond to previous counseling action, or the incident is more serious, signed by supervisor and employee. A copy will be given to the employee.

II. DISCIPLINE PROCESS

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This process covers discipline for employees whose job performance, actions or behavior fall below acceptable standards. It also provides, wherever possible, for constructive and progressive steps to correct substandard performance or behavior. Severity of action taken shall be appropriate to the cause. In most cases, the employee will be instructed and counseled in performance and development prior to implementing discipline.

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REPRESENTATION:

A representative of employee's choice may be present at any meeting concerning disciplinary action or where there is probable cause to believe disciplinary action may be taken. The supervisor will provide employee with a notice of right to representation in advance, except in instances requiring immediate attention.

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The following disciplinary actions must include a statement of the behavior, incident or misconduct requiring correction and consequences for failure to correct.

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A. Disciplinary Action

- 1. **Written Reprimand** (Significant incident of misconduct or repeated incidents)

A significant first time incident of misconduct or repeated incidents not corrected through previous counseling action, signed by employee and supervisor with copy to employee, supervisor and personnel file.

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2. **Suspension Pending Investigation** (Major incident of misconduct or repeated serious violations of a rule, policy, or procedure)

Involuntary, non-disciplinary absence with pay, not to exceed 30 days, to investigate and determine disciplinary action if any. Used to maintain the reputation, morale, harmony or safety of the organization. Written Notice, with copy to personnel file, shall be issued immediately describing charges and cause, and the effective date and duration of suspension with opportunity to respond prior to departure from the worksite except in an emergency situation when oral notice may be given with written notice to follow within 24 hours.

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B. **Serious Disciplinary Actions Impacting Pay**

1. **Suspension Without Pay**

Suspensions without pay shall not exceed 30 calendar days, and shall only be applicable to non-salaried employees, as defined within the Fair Labor Standards Act and implementing regulations.

Salaried employees, as defined under the provisions of the Fair Labor Standards Act and implementing regulations, shall not be suspended without pay, except if such a suspension is imposed in good faith for infractions of safety rules of major significance. Safety rules of major significance include only those relating to the prevention of serious danger to the workplace and/or other employees. Exempt status employees are, in general, not disciplined by piecemeal deductions from their pay, but are terminated, demoted or given restricted assignments.

2. **Salary Reduction**

Reduction in pay step within a salary range.

3. **Disciplinary Demotion**

Reduction in pay step from a higher class to a lower paid class.

4. **Dismissal**

Discharge or removal from employment.

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C. **Causes for Counseling or Disciplinary Action**

1. Incompetence
2. Inefficiency
3. Impaired work performance

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4. Insubordination
5. Neglect of duty
6. Absence without leave
7. Dishonesty
8. Fraud in securing employment
9. Discourteous treatment of the public or other employees
10. Drinking alcoholic beverages on the job, or reporting for work while under the influence of alcohol or intoxicants
11. Illegal use or possession of drugs or controlled substances, or use of any substance which negatively impacts job performance or safety of self or others
12. Conviction of a felony or misdemeanor involving moral turpitude
13. Willful violation of any Commission policy, or lawful division regulation or order
14. Conduct unbecoming a public employee or reflecting discredit upon the Commission
15. Excessive unscheduled absences
16. Possession of firearms or similar explosives or weapons
17. Physical, verbal, or other threatening conduct which threatens, intimidates, seriously alarms or harasses an employee or a member of the public
18. Other cause of equal seriousness
19. Inappropriate use of Commission equipment, e.g., intranet, copiers, etc.
20. Falsification of records
21. Bribery
22. Excessive Tardiness

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D. Procedures for Affecting Serious Disciplinary Action

1. Investigation:

Prior to taking any disciplinary action, an investigation by the President and Chief Executive Officer or designee into circumstances leading to the Disciplinary Action must occur.

2. Notice of Intent Procedure:

The President and Chief Executive Officer or designee issues a Notice of Intent to Take Disciplinary Action to include Suspension Without Pay, Salary Reduction, Disciplinary Demotion and Dismissal for cause. The Written Notice of Intent must be served in person or by registered mail within a reasonable period following the incident and at least five (5) workdays prior to the disciplinary action becoming effective. The Notice of Intent shall include:

a. Disciplinary action to be taken;

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- b. **Effective date of the action;**
- c. **Statement of the cause thereof;**
- d. **Concise statement citing the causes for discipline, explanation of the employee's acts or omissions, and specific Personnel or Commission policies violated; and a statement that materials upon which the discipline is based will be made available if requested;**
- e. **Statement advising employee of his/her right to respond;**
- f. **Statement advising of the right to representation.**

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3. Employee Response to Notice of Intent

An employee may respond verbally or in writing (and if verbally, follow up with written confirmation) to a Notice of Intent to Take Disciplinary Action during the period between the service of notice and the effective date of disciplinary action. The response shall be delivered to the President and Chief Executive Officer or designee as specified in the Notice.

4. Meeting to Address Employee Response

The date and time to appear in response to the intended action with right to representation shall be mutually arranged without delay. The noticed disciplinary action shall be stayed (i.e. shall not become effective prior to the employee presenting the response to the intended action and a decision being made by the President and Chief Executive Officer or designee).

- a. **The meeting shall be conducted informally.**
- b. **The employee may present any additional relevant facts.**

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5. Notice of Final Action

After full consideration of the employee's response, the President and Chief Executive Officer or designee may withdraw, modify or confirm the intended action and serve Final Notice of the disposition to include:

- a. **A summary of the Notice of Intended Action and the result of the decision, the Final Disciplinary Action Taken and effective date, and;**
- b. **The right to appeal with evidentiary hearing as describe in Article 40 II 6. below.**

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6. Appeal of Final Action

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a. **Suspension Without Pay, Salary Reduction, Disciplinary Demotion, Dismissal**

Within ten (10) workdays of service of Notice of Final Disciplinary Action Taken, the employee may file a written appeal with request for evidentiary hearing in person or by registered mail to the President and Chief Executive Officer or designee as described below:

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- 1) Request a hearing by an independent neutral hearing officer who shall be impartial. The hearing officer shall not be an employee or member of the Commission. The hearing officer shall be appointed by mutual agreement of the parties. The expense of the hearing officer shall be equally shared by the parties.

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The hearing shall be held within a reasonable time of the employee request.

The hearing shall be informal. The rules of evidence shall not strictly apply but should be used as a guideline to an orderly administrative hearing. The parties shall have the right to present evidence, examine and cross-examine witnesses.

Upon closing the hearing, the hearing officer shall make written findings of fact, conclusions thereon, and a recommendation affirming, modifying or reversing the disciplinary action.

The President and Chief Executive Officer or designee shall make a final determination based on a review of evidence and the hearing officer's recommendation, with no further hearings. If the decision of the hearing officer is not accepted, the President and Chief Executive Officer or designee shall state the reason(s) in writing;

Or

- 2) The employee may request a hearing conducted by the President and Chief Executive Officer or designee. If the President and Chief Executive Officer selects a designee to act as the hearing officer, the identity of such designee shall be disclosed to the employee reasonably in advance of the hearing.

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- a) The hearing shall be held within a reasonable time of the employee's request and will be held during

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business hours and within a reasonable timeframe established by the President and Chief Executive Officer or designee.

b) The decision of the President and Chief Executive Officer or designee shall be final.

3) If following hearing the Final Action Taken is overturned, the employee shall be reinstated and reimbursed for all salary and benefits that would have accrued.

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III. NON-DISCIPLINARY ACTIONS

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Certain personnel actions are specifically excluded from requirements to comply with the DISCIPLINE PROCESS above, these include:

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- A. Counseling actions regarding performance or incident except where there is probable cause disciplinary action may result.
- B. Non-retention of a newly hired probationary employee.
- C. Return of a promoted probationary employee to the previous classification held for unsatisfactory performance in the new class.
- D. Denial of a pay step advancement for unsatisfactory performance.
- E. Separation from employment for reasons of physical or mental disability that cannot be reasonably accommodated, job abandonment, failure to return to work from approved leave, enforcement of the Nepotism Policy, loss of driving clearance where driving is an essential duty, or other similar non-disciplinary reasons. Non-disciplinary separation from employment may be implemented pursuant to Article 41.
- F. Layoff and bumping as a result of layoff.

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ARTICLE 41. NON-DISCIPLINARY SEPARATION FROM EMPLOYMENT

The President and Chief Executive Officer or designee may initiate non-disciplinary separation from employment of an employee for reasons of physical or mental disability that cannot be reasonably accommodated, job abandonment, failure to return to work following an approved leave, enforcement of the nepotism policy or other similar non-disciplinary reasons. Employees in positions which require driving as an essential duty may be subject to non-disciplinary separation from employment in the event of denial/exclusions of coverage by the insurance carrier or failure to maintain a valid driver's license.

Employees sharing a residence provided by the Commission as Resident Managers shall each be subject to this provision if the other is for any reason separated from employment. Such employees shall sign a written statement accepting this provision as a condition of employment.

The **President and Chief Executive Officer or designee** shall provide written notice to any regular status employee separated from employment for **non-disciplinary** reasons. The effective date of employment termination may be determined by the **President and Chief Executive Officer or designee** to be the last actual day at work, the date the written notice is signed or a future date. Upon receipt of notice of **non-disciplinary** separation from employment, the employee may accept the decision or within ten (10) calendar days initiate one of the following:

A. Submit a written request to the **President and Chief Executive Officer or designee** for informal reconsideration of the employment separation decision. Such request must include statement of facts or information which the employee believes will give the **President and Chief Executive Officer or designee** good reason to change the termination decision. The **President and Chief Executive Officer or designee** will respond to any such request for informal reconsideration.

OR

B. Submit the decision for review as established by Step 4 of the **Grievance Procedure** as provided by Article 42 of this **Memorandum of Understanding**.

ARTICLE 42. GRIEVANCE PROCEDURE

Purpose

The **Commission** and the Union recognize a mutual obligation on the part of the Commission and the Union to promote and provide efficient and continuous services to the public. Employee morale is an important factor in maintaining a high level of public service, and the administration has a responsibility to provide an orderly and expeditious method for resolving problems which may arise from working relationships and conditions. This procedure is intended to provide an orderly method for processing grievances in the interest of obtaining fair and equitable solutions.

Rules and Regulations

1. Except where a remedy is otherwise provided for by law, any employee shall have the right to present a grievance arising from his/her employment in accordance with this procedure.

2. All parties must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The grievant shall have the assurance that filing a grievance will not result in reprisal of any nature.

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3. The grievant shall have the right to be represented by a steward or other person of the employee's choice if the complaint is not resolved at the informal level as provided for in Step 1 of the grievance procedure. This representation may commence after the informal conference with the supervisor. A steward shall have the right to represent, assist and be present with the grievant at all subsequent steps of the procedure.

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4. The processing of a grievance shall be considered as official business, and the employee and his/her steward/representative shall have reasonable time and facilities allocated to investigate, prepare and present a grievance.

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5. In gathering information on a grievance, a steward may discuss the grievance with employees immediately concerned after obtaining permission from their immediate supervisor; and review all documents, records or data utilized in the action. A list of such employees must be submitted to the Human Resources Manager in advance.

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Upon obtaining permission from their immediate supervisor, a steward shall be permitted to leave the normal work area during on-duty time for such time as is necessary to assist an employee in preparing and presenting a grievance. The steward shall obtain permission from the grievant's immediate supervisor. The grievant's immediate supervisor shall have the right to make arrangements for the steward to contact the grievant at a location other than the work area.

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If, in the opinion of the steward's supervisor or the grievant's supervisor, the time requested by the steward would unduly interfere with the maintenance of an adequate level of service, permission may be denied, but must be arranged within 48 hours.

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6. Time limits in the grievance procedure are designed to settle a grievance quickly. It is realized, however, that occasionally the parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned.

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7. Failure to file an appeal within an agreed time limit for any step of the procedure shall constitute abandonment of the grievance. Management personnel involved shall abide by the prescribed time limits. Failure to do so without good cause shall be considered an automatic ruling in favor of the grievant in any instance where management would have had the authority to grant such settlement. No such ruling shall be considered precedent setting.

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8. Any person responsible for conducting any conference, meeting or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.

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9. Standard grievance forms will be made available through each division.

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10. When two or more employees experience a common grievance, they may initiate a single grievance proceeding. If the employees do not have a common supervisor, the grievance shall be presented to the division head at Step 3 of the procedure. If the

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employees work in separate divisions, the grievance shall be presented to the **President and Chief Executive Officer or designee** at Step 4 of the procedure.

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11. At any formal hearing, the employee and Commission have the right to produce evidence and present witnesses and shall have the right of confrontation and cross-examination of any witnesses so presented. Such hearings shall not be bound to any of the rules of evidence governing trial procedure.

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Definitions

A. Day/Calendar Day

A day begins on the first day following the **calendar** day the grievance is filed or submitted to the next step. When the time period for a given step in the grievance procedure ends on either a weekend or a holiday, it shall be automatically extended to the next regular workday.

B. Division Head

The administrative head or acting head of the division involved, or a designated representative.

C. Employee

An individual employed by the Commission in the bargaining unit.

D. President and Chief Executive Officer or designee

The **President and Chief Executive Officer or designee** of the **Commission** or a designated representative.

E. Grievance

A grievance is a complaint relating to any phase of an employee's employment or working conditions which the employee believes has been adversely affected, or violation of the written policies relating to the employment of the individual. This procedure does not apply to disagreements over performance evaluations.

F. Hearing Officer

A neutral person who shall be appointed by mutual agreement of the parties.

G. Immediate Supervisor

The individual who assigns, reviews or directs the work of an employee.

Grievance Procedures

Step 1: When an employee becomes aware that a problem exists, the employee shall discuss the matter informally with his/her immediate supervisor, and may request accompaniment by a Union Steward or Representative or other worker. This discussion shall be sought by the employee not later than 30 calendar days after the alleged problem occurred or was discovered. The provisions outlined below do not restrict the employee or the immediate supervisor from reaching a settlement informally.

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Step 2: If within seven (7) calendar days a mutually acceptable solution has not been reached in Step 1, the grievant shall submit it, in writing, on the standard grievance form to the immediate supervisor within three (3) workdays. The supervisor has three (3) days to respond in writing to the grievance.

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Step 3: The grievant has seven (7) calendar days to submit the decision for review by the division head or designee. The division head or designee shall give notice and hear the grievance and render a written decision within seven (7) calendar days of receipt of the formal grievance from the employee.

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Step 4: If the employee is dissatisfied with the decision of the division head or designee, he/she may within ten (10) calendar days of receipt of the reply submit to the President and Chief Executive Officer or designee a review of the decision by either:

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1. A hearing by an independent neutral hearing officer who shall be impartial and shall be appointed by mutual agreement of the parties. In the event mutual agreement cannot be reached, the State Mediation and Conciliation Service shall be asked to name a panel of five (5) individuals from which one (1) name shall be selected by the parties within ten (10) days after the receipt by alternating striking names. The expenses and salary incidents of services of the hearing officer shall be shared equally by the Commission and the Union.

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The Hearing Officer shall within ten (10) calendar days of the hearing make an advisory report and recommendation to the President and Chief Executive Officer or designee. The hearing shall be informal and rules of evidence shall not apply. Parties may present witnesses and evidence which shall be subject to cross-examination.

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The President and Chief Executive Officer or designee shall review the report and recommendations of the hearing officer and shall render a final decision within ten (10) workdays of receipt; or

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2. The employee may request a hearing by the President and Chief Executive Officer or designee who shall conduct the hearing as above and render a final decision within ten (10) workdays; or

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3. Other process mutually agreeable to both Management and Labor.

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The Commission and the Union recognize the right of any employee to present his/her grievance at his/her expense directly to the Commission provided, however, that the

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adjustment of such grievances shall not be inconsistent with the terms or the established interpretation of the Memorandum of Understanding. The implementation of any mutually agreed upon adjustment in such grievances shall be subject to the approval of the parties to this Memorandum of Understanding.

ARTICLE 43. SEVERABILITY

If any provision of this Memorandum of Understanding is held invalid by operation of law or by a court of competent jurisdiction, or if compliance with or enforcement of any provision is restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby.

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ARTICLE 44. INTEGRATION WITH PERSONNEL POLICIES

All matters and issues not specifically provided for or prohibited in this Memorandum of Understanding shall be subject to the terms and conditions of the Commission's Personnel Policies.

ARTICLE 45. WORKLOAD

Management will meet and confer with the Union on all proposed workload changes, inequities in workload distribution, or other conditions which cause excessive workload. When such workload problems exist, the Commission and the Union shall seek ways to accommodate or offset the impact.

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When major changes in workload result from federal or state legislation or regulatory changes or as a result of management analysis, the Commission will implement the changes as required and advise the Union within fifteen (15) working days after being notified of such change. If the Union wishes to meet and confer with Management regarding the impact on employees affected by such change, the Union shall notify Management within fifteen (15) working days from receipt of such notice. It is understood that this meet and confer shall be conducted expeditiously.

At the time Management notifies the Union, copies of applicable dated legislation, regulations or management analysis reports which necessitated these major changes will be made available to the Union within fifteen (15) working days.

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ARTICLE 46. UNION/MANAGEMENT COMMITTEE

The Commission and Local 221 agree to establish a Union/Management Committee to provide an ongoing mechanism for discussion and resolution of matters of mutual interest.

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ARTICLE 47. ALCOHOL & DRUG FREE WORKPLACE

A. Management and the Union are jointly committed to maintenance of a workplace free of alcohol-abuse, drug-abuse and other controlled or illegal substance abuse.

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B. The President and Chief Executive Officer or designee shall establish a drug-free awareness program and publish a statement which notifies employees of the drug-free workplace policy. Management and the Union, in order to implement this joint policy and in compliance with the Drug-Free Workplace Act and attendant Federal Regulations, agree that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace or during work hours and may result in disciplinary action up to and including dismissal.

ARTICLE 48. TERM

This Memorandum of Understanding shall be effective July 1, 2007, and expires June 30, 2010.

ARTICLE 49. RESIDENT MANAGER

As a condition of employment, Resident Managers shall live on-site in a free apartment, as designated by the Commission. An employee separating employment as a Resident Manager will be required to vacate the Commission provided residence.

Utilities

Utilities installation and deposits shall be paid for by the Commission. Monthly charges for utilities are the responsibility of the employee and shall be paid within noted payment periods.

On-Call Duties and Pay

Resident Managers shall be accessible by Commission provided cellular telephone, and respond to cellular telephone calls at any time during regular scheduled work hours and after core work hours when serving on-call. Calls will be screened and coded for status to determine if the Resident Manager must respond immediately or within a reasonable two (2) hour period of time. Resident Managers will be relieved from on-call duties one (1) weekend out of four (4) and when using annual leave, including any weekends which immediately precede or follow a planned vacation. Resident Managers may request an alternative weekend to be relieved from on-call duties. Authorization shall be determined by the supervisor based on staffing requirements and shall not be unreasonably denied. Resident Managers will be relieved from any obligation for on-call duties during holidays as described in Article 28. If Resident Managers are available for on-call duties on a holiday, they will notify their supervisor prior to the holiday. In addition to base pay, Resident Managers shall receive On-Call Pay, effective July 1, 2007; \$1.00 per hour (\$173.33) per month and effective July 1, 2008; \$1.40 per hour (\$242.66) per month. Actual emergency response hours will be paid in accordance with Article 20. OVERTIME.

Overtime Pay

The overtime rate for Resident Managers shall be calculated to include On-Call Pay as follows:

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[Salary Rate + On-Call Pay] x 1½

Commission Required Move

Employees who move from one Commission designated location to another as requested by the Commission, will be allowed eight (8) regularly scheduled work hours for the purpose of such move. The cost associated with moving required household items and personal necessities of the Resident Manager employee shall be reimbursed up to five-hundred dollars (\$500.). Moving costs for Resident Manager-requested moves will be paid by the employee. Resident Manager employees may decline a Commission requested site transfer.

ARTICLE 50. SALARY SCHEDULE

Increase effective July 1 (Start of pay period in which the first day of the fiscal year begins)

- 2.0% increase effective July 1, 2007
- 2.0% increase effective July 1, 2008
- 2.0% increase effective July 1, 2009

There shall be a mandatory four-day facility closure in FY 08 only, which shall occur on December 24, 26, 27 & 28, 2007.

ARTICLE 51: EMPLOYEE ASSISTANCE PROGRAM

The Commission will maintain an Employee Assistance Program (EAP) in an effort to assist workers in overcoming substance abuse and/or other problems. The intended EAP shall incorporate the following provisions and features as they are available and agreed upon:

- + Medical evaluation
- + Mental health problems
- + Financial difficulties
- + Family/marital crisis
- + Substance abuse counseling, rehabilitation and referral
- + Participation by dependents
- + Voluntary participation
- + Confidentiality

Participation in the EAP may be offered to an Employee to mitigate disciplinary action. In such circumstances, participation in the EAP and compliance with the EAP recommendations, may be required by the Employer as a condition of continued employment.

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ARTICLE 52: MANAGEMENT RIGHTS

Section 1.

The rights of the Commission include, but are not limited to the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for just cause; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission; and exercise complete control and discretion over its organization and the technology of performing its work.

Section 2.

The exercise of such rights shall not preclude the Union from consulting with the Commission representatives about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment. Management decisions shall not supersede the provisions of this Memorandum of Understanding.

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¶ The Commission has the right to establish reasonable rules and regulations. Such rules and regulations so established shall be conspicuously posted.¶

¶ All management rights and functions, except those which are clearly and expressly abridged by this Memorandum of Understanding, shall remain vested with the Commission.¶

¶ The Commission shall have full freedom in determining the qualifications and hiring of new employees for positions covered under this Memorandum of Understanding.¶

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ATTACHMENT A

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Positions represented by the union:

- Accounting Assistant
- Accounting Assistant (Z)
- Accounting Technician
- Administrative Assistant
- Client Services Receptionist
- Courier-Driver
- Housing Aide I
- Housing Aide II
- Housing Assistant I (Flex)
- Housing Assistant II
- Housing Construction Specialist
- Housing Inspector
- Information Technology Assistant
- Information Technology Technician
- Information Technology Specialist
- Loan Production Specialist
- Loan Servicing Specialist
- Maintenance Technician I
- Maintenance Technician II
- Maintenance Technician II (Z)
- Office Assistant I
- Office Assistant II
- Resident Initiatives Coordinator
- Resident Manager I
- Resident Manager II
- Senior Accounting Technician
- Senior Housing Assistant
- Senior Maintenance Technician
- Senior Office Assistant
- Senior Storekeeper
- Storekeeper
- Stores Assistant

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Classification and Pay Plan**Effective July 1, 2007 (Start of Pay Period)**

(Start of Pay Period in which the first day of the fiscal year begins)

▲ -- "S" SCHEDULE

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Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
S38	D	Pre/O	Housing Construction Spec.	Hrly. Rate	26.80	28.14	29.54	30.28	31.04	31.81	32.61
	B	Ex/A	Sr. HR Analyst *	BiWk. Equiv.	2,144.00	2,251.20	2,363.20	2,422.40	2,483.20	2,544.80	2,608.80
	T	Ex/A	Sr. Information Technology Analyst *	Ann. Equiv.	55,744.00	58,531.20	61,443.20	62,982.40	64,563.20	66,164.80	67,828.80
	B	Ex/S	Supv Resident Initiatives Coord *								
S34	B	Ex/A	Accountant	Hrly. Rate	22.04	23.15	24.30	24.91	25.53	26.17	26.83
	B	Ex/A	Budget Analyst	BiWk. Equiv.	1,763.20	1,852.00	1,944.00	1,992.80	2,042.40	2,093.60	2,146.40
	B	Ex/M	Docket Coordinator	Ann. Equiv.	45,843.20	48,152.00	50,544.00	51,812.80	53,102.40	54,433.60	55,806.40
	B	Ex/A	Fiscal Services Specialist								
	T	Ex/O	Loan Servicing Specialist								
	T	Ex/A	PIU Hearing Coordinator								
S32	P	Pre/A	Contracts Compliance Asst.	Hrly. Rate	20.01	21.01	22.06	22.61	23.17	23.75	24.35
	T	Pre/O	Housing Inspector	BiWk. Equiv.	1,600.80	1,680.80	1,764.80	1,808.80	1,853.60	1,900.00	1,948.00
	T	Ex/O	Loan Production Specialist	Ann. Equiv.	41,620.80	43,700.80	45,884.80	47,028.80	48,193.60	49,400.00	50,648.00
	D	Pre/S	Maintenance Supervisor								
	B	Pre/O	Resident Initiatives Coord.								
	P	Pre/A	Senior Administrative Assistant								
	P	Pre/M	Senior Human Resources Tech.								
S31	C	Pre/O	Senior Accounting Technician	Hrly. Rate	19.07	20.02	21.02	21.55	22.09	22.64	23.21
	T	Pre/O	Senior Housing Assistant	BiWk. Equiv.	1,525.60	1,601.60	1,681.60	1,724.00	1,767.20	1,811.20	1,856.80
	C	Pre/M	Wage Services Technician	Ann.	39,665.60	41,641.60	43,721.60	44,824.00	45,947.20	47,091.20	48,276.80

Equiv.

Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
S29	C	Pre/O	Administrative Assistant	Hrly. Rate	17.27	18.14	19.05	19.52	20.01	20.51	21.02
				BiWk.	1,381.60	1,451.20	1,524.00	1,561.60	1,600.80	1,640.80	1,681.60
	T	Pre/O	Housing Assistant II	Equiv. Ann.	35,921.60	37,731.20	39,624.00	40,601.60	41,620.80	42,660.80	43,721.60
	C	Pre/M	Human Resources Technician	Equiv.							
	C	Pre/S	Office Supervisor								
S28	C	Pre/O	Accounting Technician	Hrly. Rate	16.45	17.28	18.14	18.59	19.06	19.53	20.02
				BiWk.	1,316.00	1,382.40	1,451.20	1,487.20	1,524.80	1,562.40	1,601.60
	D	Pre/O	Senior Maintenance Technician	Equiv. Ann.	34,216.00	35,942.40	37,731.20	38,667.20	39,644.80	40,622.40	41,641.60
				Equiv.							
Z27	D	Pre/O	Maintenance Technician II	Hrly. Rate	16.44	17.26	18.12	18.57	19.04	19.51	20.00
				BiWk.	1,315.20	1,380.80	1,449.60	1,485.60	1,523.20	1,560.80	1,600.00
				Equiv. Ann.	34,195.20	35,900.80	37,689.60	38,625.60	39,603.20	40,580.80	41,600.00
				Equiv.							
S27	C	Pre/O	Information Technology	Hrly. Rate	15.69	16.47	17.30	17.73	18.17	18.63	19.09
				BiWk.	1,255.20	1,317.60	1,384.00	1,418.40	1,453.60	1,490.40	1,527.20
			Technician	Equiv. Ann.	32,635.20	34,257.60	35,984.00	36,878.40	37,793.60	38,750.40	39,707.20
	D	Pre/O	Maintenance Technician II	Equiv.							
	C	Pre/O	Senior Storekeeper								
S26	C	Pre/O	Senior Office Assistant	Hrly. Rate	14.92	15.67	16.45	16.86	17.28	17.71	18.16
				BiWk.	1,193.60	1,253.60	1,316.00	1,348.80	1,382.40	1,416.80	1,452.80
				Equiv. Ann.	31,033.60	32,593.60	34,216.00	35,068.80	35,942.40	36,836.80	37,772.80
				Equiv.							
Z25	C	Pre/O	Accounting Assistant	Hrly. Rate	14.91	15.66	16.44	16.85	17.27	17.70	18.15
				BiWk.	1,192.80	1,252.80	1,315.20	1,348.00	1,381.60	1,416.00	1,452.00
				Equiv. Ann.	31,012.80	32,572.80	34,195.20	35,048.00	35,921.60	36,816.00	37,752.00

Equiv.

Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
S25	C	Pre/O	Accounting Assistant	Hrly. Rate	14.22	14.93	15.68	16.07	16.48	16.89	17.31
				BiWk.	1,137.60	1,194.40	1,254.40	1,285.60	1,318.40	1,351.20	1,384.80
	T	Pre/O	Housing Assistant I	Equiv. Ann.	29,577.60	31,054.40	32,614.40	33,425.60	34,278.40	35,131.20	36,004.80
	C	Pre/O	Resident Manager II	Equiv.							
S24	C	Pre/O	Client Services Receptionist	Hrly. Rate	13.53	14.20	14.91	15.29	15.67	16.06	16.46
				BiWk.	1,082.40	1,136.00	1,192.80	1,223.20	1,253.60	1,284.80	1,316.80
	C	Pre/O	Office Assistant II	Equiv. Ann.	28,142.40	29,536.00	31,012.80	31,803.20	32,593.60	33,404.80	34,236.80
	C	Pre/O	Storekeeper	Equiv.							
S23	C	Pre/O	Information Technology Assistant	Hrly. Rate	12.89	13.54	14.21	14.57	14.93	15.30	15.69
				BiWk.	1,031.20	1,083.20	1,136.80	1,165.60	1,194.40	1,224.00	1,255.20
	D	Pre/O	Maintenance Technician I	Equiv. Ann.	26,811.20	28,163.20	29,556.80	30,305.60	31,054.40	31,824.00	32,635.20
	C	Pre/O	Office Assistant I	Equiv.							
S20	C	Pre/O	Housing Aide II	Hrly. Rate	10.35	10.87	11.41	11.70	11.99	12.29	12.60
				BiWk.	828.00	869.60	912.80	936.00	959.20	983.20	1,008.00
				Equiv. Ann.	21,528.00	22,609.60	23,732.80	24,336.00	24,939.20	25,563.20	26,208.00
				Equiv.							
S18	C	Pre/O	Housing Aide I	Hrly. Rate	8.79	9.23	9.69	9.94	10.18	10.44	10.70
				BiWk.	703.20	738.40	775.20	795.20	814.40	835.20	856.00
				Equiv. Ann.	18,283.20	19,198.40	20,155.20	20,675.20	21,174.40	21,715.20	22,256.00
				Equiv.							

MISCELLANEOUS TEMPORARY CLASSIFICATIONS & HOURLY PAY RATES

Range	OC	OT/BU	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
TSR	B	Ex/T	Scholar in Residence	25.40	26.67	28.00	28.70	29.42	30.15	30.91
TSI	C	Pre/T	Student Intern (Paid)	11.06	11.61	12.19	12.49	12.81	13.13	13.45
THA	O	Pre/T	Housing Services Aide	7.73	8.11	8.52	8.73	8.95	9.18	9.40
TAT	O	Pre/T	Housing Aide Trainee	7.73	8.11	8.52	8.73	8.95	9.18	9.40

Pay for the following classifications are based on HUD minimum wage requirements, or temporary and limited scope of duties, and/or specific terms and conditions of appointment:

Maintenance Technician Trainee: On the job training program for residents or Section 8 Program participants to qualify for Maintenance Technician I (or similar employment).

Contract Employee: Employment by contract agreement for professional services external to the merit process, budget, and classification and pay plan for specific scope of work and duration, and without employment rights or benefits other than those required by law or under terms of the contract.

Restricted Employee: Appointment to a Special Housing/Employment Program with requirements other than merit under which employees are selected and funded by State, Federal, or local agency; or to provide on the job training to public housing residents and Section 8 participants to enhance economic development and self sufficiency on a short term, on-call, or seasonal basis.

Site Contacts: Residents paid in accordance with HUD pay limitations as on-site residential contacts.

OC = Occupational Category:

- A - Manager/Administrator
- B - Professional
- C - Clerical/Admin Support
- D - Crafts/Kindred
- P - Paraprofessional
- T - Technical

OT = Overtime Designation:

- Pre - Premium Overtime Compensation
- Ex - Exempt from Overtime Compensation

BU = Bargaining Unit Designation:

- M - Management or Confidential (nonunion - represented)
- S - Supervisory (nonunion - represented)
- A - Administrative/Professional (nonunion - represented)
- O - Office/Clerical/Technical (union - represented)
- T - Temporary Employee (nonunion - represented)

NOTES:

M Schedule Salary ranges on Management (M) Schedule derived by adding the percent increase to each hourly minimum and maximum of the range.

S Schedule Salary steps on Staff (S) Schedule derived by adding the percent increase to each hourly step. Annual salary equivalent is derived from hourly rate multiplied by 2,080 (number of work hours in a year). Biweekly rate is derived from annual salary divided by 26 paychecks. Amounts subject to rounding.

E Class	* Extended Range "E" Class designates appointments that may be made to the range directly above or below the designated classification range based on specific qualifications and duties assigned.
Z Range	Incumbents in the Maintenance Technician II and Accounting Assistant classifications as of September 30, 1998 shall be paid according to the Z range for the classification. Z range is defined as a special range for incumbents effective January 1, 1999 pursuant to negotiated Memorandum of Understanding. After September 30, 1998 newly hired or appointed incumbents to those classes will be paid according to the S range.
Trainee	A "Trainee" designation is paid at a rate of 15% below the entry level classification and advanced to Step 1 of the targeted classification upon meeting minimum requirements.
Reinstatement	The re-hire of an employee to a class satisfactorily held or to a comparable or lower class in which satisfactory service was rendered or to any comparable or lower class in the same occupational series provided the minimum requirements are met and the request is within one year of separation or voluntary demotion.
Retired Returnee	An employee retired from the SDHC Defined Contribution Pension Plan may be appointed to a position at the same or comparable level of pay, requiring special skills or knowledge without competition, for a period not to exceed 180 days in any fiscal year.
Volunteer	An individual designated to perform specific workplace tasks on a non-paid status.
Minimum Wage	Hourly rates will be adjusted up to meet Federal Minimum Wage requirements as minimum wage rates change.
Classification and Pay Plan Updates	Classification titles, new classes, and salary ranges may be updated pursuant to Personnel Policies and adopted Budget.
Mandatory Facility Closure	A mandatory (unpaid) four-day facility closure in FY08 only, to occur on December 24, 26, 27 & 28, 2007 for represented employees.

Classification and Pay Plan

Effective July 1, 2008 (Start of Pay Period)

(Start of Pay Period in which the first day of the fiscal year begins)

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"S" SCHEDULE

Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
S38	D	Pre/O	Housing Construction Spec.	Hrly. Rate	27.33	28.70	30.13	30.89	31.66	32.45	33.26
				BiWk.	2,186.40	2,296.00	2,410.40	2,471.20	2,532.80	2,596.00	2,660.80
	B	Ex/A	Sr. HR Analyst *	Equiv.							
	T	Ex/A	Sr. Information Technology Analyst *	Ann.	56,846.40	59,696.00	62,670.40	64,251.20	65,852.80	67,496.00	69,180.80
	B	Ex/S	Supv Resident Initiatives Coord *	Equiv.							
S34	B	Ex/A	Accountant	Hrly. Rate	22.49	23.61	24.79	25.41	26.05	26.70	27.37
				BiWk.	1,799.20	1,888.80	1,983.20	2,032.80	2,084.00	2,136.00	2,189.60
	B	Ex/A	Budget Analyst	Equiv.							
	B	Ex/M	Docket Coordinator	Ann.	46,779.20	49,108.80	51,563.20	52,852.80	54,184.00	55,536.00	56,929.60
	B	Ex/A	Fiscal Services Specialist	Equiv.							
	T	Ex/O	Loan Servicing Specialist								
	T	Ex/A	PIU Hearing Coordinator								
S32	P	Pre/A	Contracts Compliance Asst.	Hrly. Rate	20.41	21.43	22.50	23.06	23.64	24.23	24.84
				BiWk.	1,632.80	1,714.40	1,800.00	1,844.80	1,891.20	1,938.40	1,987.20
	T	Pre/O	Housing Inspector	Equiv.							
	T	Ex/O	Loan Production Specialist	Ann.	42,452.80	44,574.40	46,800.00	47,964.80	49,171.20	50,398.40	51,667.20
	D	Pre/S	Maintenance Supervisor								
	B	Pre/O	Resident Initiatives Coord.								
	P	Pre/A	Senior Administrative Assistant								
	P	Pre/M	Senior Human Resources Tech.								
S31	C	Pre/O	Senior Accounting Technician	Hrly. Rate	19.45	20.43	21.45	21.98	22.53	23.10	23.67
				BiWk.	1,556.00	1,634.40	1,716.00	1,758.40	1,802.40	1,848.00	1,893.60
	T	Pre/O	Senior Housing Assistant	Equiv.							
	C	Pre/M	Wage Services Technician	Ann.	40,456.00	42,494.40	44,616.00	45,718.40	46,862.40	48,048.00	49,233.60
				Equiv.							
S29	C	Pre/O	Administrative Assistant	Hrly. Rate	17.62	18.50	19.42	19.91	20.41	20.92	21.44

S24	C	Pre/O	Client Services Receptionist	Hrly. Rate	13.86	14.56	15.28	15.67	16.06	16.46	16.79
	C	Pre/O	Office Assistant II	BiWk. Equiv.	1,108.80	1,164.80	1,222.40	1,253.60	1,284.80	1,316.80	1,343.20
Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	C	Pre/O	Storekeeper	Ann. Equiv.	28,828.80	30,284.80	31,782.40	32,593.60	33,404.80	34,236.80	34,923.20
S23	C	Pre/O	Information Technology Assistant	Hrly. Rate	13.15	13.81	14.50	14.86	15.23	15.61	16.00
	D	Pre/O	Maintenance Technician I	BiWk. Equiv.	1,052.00	1,104.80	1,160.00	1,188.80	1,218.40	1,248.80	1,280.00
	C	Pre/O	Office Assistant I	Ann. Equiv.	27,352.00	28,724.80	30,160.00	30,908.80	31,678.40	32,468.80	33,280.00
S20	C	Pre/O	Housing Aide II	Hrly. Rate	10.56	11.09	11.64	11.93	12.23	12.54	12.85
				BiWk. Equiv.	844.80	887.20	931.20	954.40	978.40	1,003.20	1,028.00
				Ann. Equiv.	21,964.80	23,067.20	24,211.20	24,814.40	25,438.40	26,083.20	26,728.00
S18	C	Pre/O	Housing Aide I	Hrly. Rate	8.97	9.42	9.89	10.13	10.39	10.65	10.91
				BiWk. Equiv.	717.60	753.60	791.20	810.40	831.20	852.00	872.80
				Ann. Equiv.	18,657.60	19,593.60	20,571.20	21,070.40	21,611.20	22,152.00	22,692.80

MISCELLANEOUS TEMPORARY CLASSIFICATIONS & HOURLY PAY RATES

Range	OC	OT/BU	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
TSR	B	Ex/T	Scholar in Residence	25.91	27.20	28.56	29.28	30.01	30.76	31.53
TSI	C	Pre/T	Student Intern (Paid)	11.27	11.84	12.43	12.73	13.06	13.38	13.72
THA	O	Pre/T	Housing Services Aide	7.88	8.27	8.69	8.90	9.13	9.35	9.59
TAT	O	Pre/T	Housing Aide Trainee	7.88	8.27	8.69	8.90	9.13	9.35	9.59

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Restricted Employee: Appointment to a Special Housing/Employment Program with requirements other than merit under which employees are selected and funded by State, Federal, or local agency; or to provide on the job training to public housing residents and Section 8 participants to enhance economic development and self sufficiency on a short term, on-call, or seasonal basis.

Site Contacts: Residents paid in accordance with HUD pay limitations as on-site residential contacts.

OC = Occupational Category:

A - Manager/Administrator
B - Professional
C - Clerical/Admin Support
D - Crafts/Kindred
P - Paraprofessional
T - Technical

OT = Overtime Designation:

Pre - Premium Overtime Compensation
Ex - Exempt from Overtime Compensation

BU = Bargaining Unit Designation:

M - Management or Confidential (nonunion - represented)
S - Supervisory (nonunion - represented)
A - Administrative/Professional (nonunion - represented)
O - Office/Clerical/Technical (union - represented)
T - Temporary Employee (nonunion - represented)

NOTES:

- M Schedule** Salary ranges on Management (M) Schedule derived by adding the percent increase to each hourly minimum and maximum of the range.
- S Schedule** Salary steps on Staff (S) Schedule derived by adding the percent increase to each hourly step. Annual salary equivalent is derived from hourly rate multiplied by 2,080 (number of work hours in a year). Biweekly rate is derived from annual salary divided by 26 paychecks. Amounts subject to rounding.
- E Class** * Extended Range "E" Class designates appointments that may be made to the range directly above or below the designated classification range based on specific qualifications and duties assigned.
- Z Range** Incumbents in the Maintenance Technician II and Accounting Assistant classifications as of September 30, 1998 shall be paid according to the Z range for the classification. Z range is defined as a special range for incumbents effective January 1, 1999 pursuant to negotiated Memorandum of Understanding. After September 30, 1998 newly hired or appointed incumbents to those classes will be paid according to the S range.
- Trainee** A "Trainee" designation is paid at a rate of 15% below the entry level classification and advanced to Step 1 of the targeted classification upon meeting minimum requirements.
- Reinstatement** The re-hire of an employee to a class satisfactorily held or to a comparable or lower class in which satisfactory service was rendered or to any comparable or lower class in the same occupational series provided the minimum requirements are met and the request is within one year of separation or voluntary demotion.
- Retired Returnee** An employee retired from the SDHC Defined Contribution Pension Plan may be appointed to a position at the same or comparable level of pay, requiring special skills or knowledge without competition, for a period not to exceed 180 days in any fiscal year.
- Volunteer** An individual designated to perform specific workplace tasks on a non-paid status.
- Minimum Wage** Hourly rates will be adjusted up to meet Federal Minimum Wage requirements as minimum wage rates change.

Classification and Pay Plan Updates

Classification titles, new classes, and salary ranges may be updated pursuant to Personnel Policies and adopted Budget.

Attachment B-3

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Classification and Pay Plan
Effective July 1, 2009 (Start of Pay Period)
 (Start of Pay Period in which the first day of the fiscal year begins)

"S" SCHEDULE

Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
S38	D	Pre/O	Housing Construction Spec.	Hrly. Rate	27.88	29.27	30.73	31.50	32.29	33.10	33.93
	B	Ex/A	Sr. HR Analyst *	BiWk. Equiv.	2,230.40	2,341.60	2,458.40	2,520.00	2,583.20	2,648.00	2,714.40
	T	Ex/A	Sr. Information Technology Analyst *	Ann. Equiv.	57,990.40	60,881.60	63,918.40	65,520.00	67,163.20	68,848.00	70,574.40
	B	Ex/S	Supv Resident Initiatives Coord *								
S34	B	Ex/A	Accountant	Hrly. Rate	22.94	24.09	25.29	25.92	26.57	27.24	27.92
	B	Ex/A	Budget Analyst	BiWk. Equiv.	1,835.20	1,927.20	2,023.20	2,073.60	2,125.60	2,179.20	2,233.60
	B	Ex/M	Docket Coordinator	Ann. Equiv.	47,715.20	50,107.20	52,603.20	53,913.60	55,265.60	56,659.20	58,073.60
	B	Ex/A	Fiscal Services Specialist								
	T	Ex/O	Loan Servicing Specialist								
S32	T	Ex/A	PIU Hearing Coordinator								
	P	Pre/A	Contracts Compliance Asst.	Hrly. Rate	20.82	21.86	22.95	23.53	24.12	24.72	25.34
	T	Pre/O	Housing Inspector	BiWk. Equiv.	1,665.60	1,748.80	1,836.00	1,882.40	1,929.60	1,977.60	2,027.20
T	Ex/O	Loan Production Specialist	Ann. Equiv.	43,305.60	45,468.80	47,736.00	48,942.40	50,169.60	51,417.60	52,707.20	

D Pre/S Maintenance Supervisor
 B Pre/O Resident Initiatives Coord.
 P Pre/A Senior Administrative Assistant
 P Pre/M Senior Human Resources Tech.

S31	C	Pre/O	Senior Accounting Technician	Hrly. Rate	19.84	20.83	21.87	22.42	22.98	23.55	24.14
	T	Pre/O	Senior Housing Assistant	BiWk. Equiv.	1,587.20	1,666.40	1,749.60	1,793.60	1,838.40	1,884.00	1,931.20

Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	C	Pre/M	Wage Services Technician	Ann. Equiv.	41,267.20	43,326.40	45,489.60	46,633.60	47,798.40	48,984.00	50,211.20
S29	C	Pre/O	Administrative Assistant	Hrly. Rate	17.97	18.87	19.81	20.31	20.82	21.34	21.87
	T	Pre/O	Housing Assistant II	BiWk. Equiv.	1,437.60	1,509.60	1,584.80	1,624.80	1,665.60	1,707.20	1,749.60
	C	Pre/M	Human Resources Technician	Ann. Equiv.	37,377.60	39,249.60	41,204.80	42,244.80	43,305.60	44,387.20	45,489.60
	C	Pre/S	Office Supervisor								
S28	C	Pre/O	Accounting Technician	Hrly. Rate	17.12	17.97	18.87	19.34	19.82	20.32	20.83
	D	Pre/O	Senior Maintenance Technician	BiWk. Equiv.	1,369.60	1,437.60	1,509.60	1,547.20	1,585.60	1,625.60	1,666.40
Z27				Ann. Equiv.	35,609.60	37,377.60	39,249.60	40,227.20	41,225.60	42,265.60	43,326.40
	D	Pre/O	Maintenance Technician II	Hrly. Rate	17.10	17.95	18.85	19.32	19.81	20.30	20.81
				BiWk. Equiv.	1,368.00	1,436.00	1,508.00	1,545.60	1,584.80	1,624.00	1,664.80
S27				Ann. Equiv.	35,568.00	37,336.00	39,208.00	40,185.60	41,204.80	42,224.00	43,284.80
	C	Pre/O	Information Technology Technician	Hrly. Rate	16.32	17.13	17.99	18.44	18.90	19.38	19.86
	D	Pre/O	Maintenance Technician II	BiWk. Equiv.	1,305.60	1,370.40	1,439.20	1,475.20	1,512.00	1,550.40	1,588.80
	C	Pre/O	Senior Storekeeper	Ann. Equiv.	33,945.60	35,630.40	37,419.20	38,355.20	39,312.00	40,310.40	41,308.80

S26	C	Pre/O	Senior Office Assistant	Hrly. Rate	15.52	16.30	17.11	17.54	17.98	18.43	18.89
				BiWk. Equiv.	1,241.60	1,304.00	1,368.80	1,403.20	1,438.40	1,474.40	1,511.20
				Ann. Equiv.	32,281.60	33,904.00	35,588.80	36,483.20	37,398.40	38,334.40	39,291.20
Z25	C	Pre/O	Accounting Assistant	Hrly. Rate	15.51	16.29	17.10	17.53	17.97	18.42	18.88
				BiWk. Equiv.	1,240.80	1,303.20	1,368.00	1,402.40	1,437.60	1,473.60	1,510.40
				Ann. Equiv.	32,260.80	33,883.20	35,568.00	36,462.40	37,377.60	38,313.60	39,270.40

Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
S25	C	Pre/O	Accounting Assistant	Hrly. Rate	14.80	15.54	16.32	16.73	17.15	17.57	18.01
				BiWk. Equiv.	1,184.00	1,243.20	1,305.60	1,338.40	1,372.00	1,405.60	1,440.80
				Ann. Equiv.	30,784.00	32,323.20	33,945.60	34,798.40	35,672.00	36,545.60	37,460.80
S24	C	Pre/O	Client Services Receptionist	Hrly. Rate	14.07	14.78	15.52	15.90	16.30	16.71	17.13
				BiWk. Equiv.	1,125.60	1,182.40	1,241.60	1,272.00	1,304.00	1,336.80	1,370.40
				Ann. Equiv.	29,265.60	30,742.40	32,281.60	33,072.00	33,904.00	34,756.80	35,630.40
S23	C	Pre/O	Information Technology Assistant	Hrly. Rate	13.41	14.08	14.79	15.15	15.53	15.92	16.32
				BiWk. Equiv.	1,072.80	1,126.40	1,183.20	1,212.00	1,242.40	1,273.60	1,305.60
				Ann. Equiv.	27,892.80	29,286.40	30,763.20	31,512.00	32,302.40	33,113.60	33,945.60
S20	C	Pre/O	Housing Aide II	Hrly. Rate	10.77	11.31	11.87	12.17	12.48	12.79	13.11
				BiWk. Equiv.	861.60	904.80	949.60	973.60	998.40	1,023.20	1,048.80
				Ann. Equiv.	22,401.60	23,524.80	24,689.60	25,313.60	25,958.40	26,603.20	27,268.80

S18	C	Pre/O	Housing Aide I	Hrly.	9.14	9.60	10.08	10.33	10.59	10.86	11.13
				Rate							
				BiWk.	731.20	768.00	806.40	826.40	847.20	868.80	890.40
				Equiv.							
				Ann. Equiv.	19,011.20	19,968.00	20,966.40	21,486.40	22,027.20	22,588.80	23,150.40

MISCELLANEOUS TEMPORARY CLASSIFICATIONS & HOURLY PAY RATES

Range	OC	OT/BU	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
TSR	B	Ex/T	Scholar in Residence	26.43	27.75	29.14	29.86	30.61	31.38	32.16
TSI	C	Pre/T	Student Intern (Paid)	11.50	12.07	12.68	13.00	13.32	13.65	13.99
THA	O	Pre/T	Housing Services Aide	8.04	8.44	8.86	9.08	9.31	9.54	9.78
TAT	O	Pre/T	Housing Aide Trainee	8.04	8.44	8.86	9.08	9.31	9.54	9.78

Pay for the following classifications are based on HUD minimum wage requirements, or temporary and limited scope of duties, and/or specific terms and conditions of appointment:

Maintenance Technician Trainee: On the job training program for residents or Section 8 Program participants to qualify for Maintenance Technician I (or similar employment).

Contract Employee: Employment by contract agreement for professional services external to the merit process, budget, and classification and pay plan for specific scope of work and duration, and without employment rights or benefits other than those required by law or under terms of the contract.

Restricted Employee: Appointment to a Special Housing/Employment Program with requirements other than merit under which employees are selected and funded by State, Federal, or local agency; or to provide on the job training to public housing residents and Section 8 participants to enhance economic development and self sufficiency on a short term, on-call, or seasonal basis.

Site Contacts: Residents paid in accordance with HUD pay limitations as on-site residential contacts.

OC = Occupational Category:

- A - Manager/Administrator
- B - Professional
- C - Clerical/Admin Support
- D - Crafts/Kindred
- P - Paraprofessional
- T - Technical

OT = Overtime Designation:

- Pre - Premium Overtime Compensation
- Ex - Exempt from Overtime Compensation

BU = Bargaining Unit Designation:

- M - Management or Confidential (nonunion - represented)
- S - Supervisory (nonunion - represented)
- A - Administrative/Professional (nonunion - represented)
- O - Office/Clerical/Technical (union - represented)
- T - Temporary Employee (nonunion - represented)

NOTES:

M Schedule Salary ranges on Management (M) Schedule derived by adding the percent increase to each hourly minimum and maximum of the range.

S Schedule Salary steps on Staff (S) Schedule derived by adding the percent increase to each hourly step. Annual salary equivalent is derived from hourly rate multiplied by 2,080 (number of work hours in a year). Biweekly rate is derived from annual salary divided by 26 paychecks. Amounts subject to rounding.

E Class	* Extended Range "E" Class designates appointments that may be made to the range directly above or below the designated classification range based on specific qualifications and duties assigned.
Z Range	Incumbents in the Maintenance Technician II and Accounting Assistant classifications as of September 30, 1998 shall be paid according to the Z range for the classification. Z range is defined as a special range for incumbents effective January 1, 1999 pursuant to negotiated Memorandum of Understanding. After September 30, 1998 newly hired or appointed incumbents to those classes will be paid according to the S range.
Trainee	A "Trainee" designation is paid at a rate of 15% below the entry level classification and advanced to Step 1 of the targeted classification upon meeting minimum requirements.
Reinstatement	The re-hire of an employee to a class satisfactorily held or to a comparable or lower class in which satisfactory service was rendered or to any comparable or lower class in the same occupational series provided the minimum requirements are met and the request is within one year of separation or voluntary demotion.
Retired Returnee	An employee retired from the SDHC Defined Contribution Pension Plan may be appointed to a position at the same or comparable level of pay, requiring special skills or knowledge without competition, for a period not to exceed 180 days in any fiscal year.
Volunteer	An individual designated to perform specific workplace tasks on a non-paid status.
Minimum Wage	Hourly rates will be adjusted up to meet Federal Minimum Wage requirements as minimum wage rates change.
Classification and Pay Plan Updates	Classification titles, new classes, and salary ranges may be updated pursuant to Personnel Policies and adopted Budget.

JOINTLY SUBMITTED AND RECOMMENDED THIS 24th DAY OF August 2007:

For the San Diego Housing Commission

**For Services Employees International
Union, Local 221, SEIU, AFL-CIO, CLC**

**C. Terry Whitesides
Chief Labor Negotiator
Director Business Services**

**Vernon Green
Field Representative**

**Tina Holmes
Human Resources Manager**

**Deborah Whitfield,
Chapter President**

**Robin Allen
Assistant to Chief Labor Negotiator**

**Nancy Del-Rio Tooson
Chapter Vice President**

**Schenelle Johnson
Acting Chapter Secretary and Steward**

**Mamie McCall-Alston
Steward**

Kaiser

Sharp

TENTATIVE AGREEMENT

**Service Employees
International Union, Local 221**

San Diego Housing Commission

_____ **Date** _____
Date _____

**Vernon Green
Worksite Organizer
Negotiator**

**C. Terry Whitesides
Director Business Services & Chief**

PROPOSAL # 26

LOCAL 221 PROPOSAL

SDHC PROPOSAL X

DATE PROPOSED

TENTATIVE AGREEMENT

**Service Employees
International Union, Local 221**

San Diego Housing Commission

_____ **Date** _____

Date _____

**Vernon Green
Worksite Organizer
Negotiator**

**C. Terry Whitesides
Director Business Services & Chief**

The Commission shall provide eligible employees with a cafeteria-style benefits program in accordance with Section 125 of the Internal Revenue Service Code. Prior to making a change in medical and/or dental plans, the Housing Commission will discuss recommendations with the Union/Management Committee.

The Commission provides employer-paid "core benefits" which include:

Basic Term Life & AD/D Insurance - Equal to the employee's annual salary with a minimum of \$15,000.

Long Term Disability Plan - Long Term Disability benefits after 60 days of continuous disability of 60% of an employee's basic monthly pay, and when combined with other income, 70% of pay to a maximum of \$7,500 per month.

Flex Credits - The Commission will contribute Flex Credits effective on July 1 (beginning with the first pay day in July) in the amount of: 4,506,850.7350

\$5,164 effective July 1, 2004

\$5,494 effective July 1, 2005

\$5,834 effective July 1, 2006

Amounts are per eligible full-time employee, prorated for part-time employees, for allocation by employee for employee and eligible dependent benefit options including:

A. Medical Insurance:

Kaiser

Sharp

3. No medical coverage if employee provides written verification of other coverage.

B. Dental Insurance:

1. PacifiCare - Prepaid Dental Plan

2. PacifiCare PPO/Indemnity Plan

C. Voluntary Life and Accidental Death and Dismemberment Insurance for Employee/Spouse/Dependents.

Set-aside for flexible spending accounts:

1. Health expense account

2. Dependent Care account

If the employee does not allocate the entire contribution, the remaining balance may be received in taxable cash. If the cost of coverage elected exceeds the Flex Credits, the employee may contribute the balance from their paycheck.

Sick leave shall be used as follows:

- A. Personal illness, physical or mental incapacity.**
- B. Personal medical, dental or eye examination or treatment.**
- C. "Emergency leave" in cases of illness of an employee's immediate family member. (Immediate family shall include: spouse, son, daughter, father, mother, brother, sister, grandparent, grandchild, or the corresponding relation by affinity, and any member of the employee's household.) Not more than five consecutive days may be charged to sick leave for this purpose.**

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PROPOSAL #_49-61_____

LOCAL 221

PROPOSAL

SDHC PROPOSAL X

DATE PROPOSED

85-11-07

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at .70 per hour (\$121.33) per month.		
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TENTATIVE AGREEMENT
Service Employees
Housing Commission
International Union, Local 221

San Diego

_____	Date	_____	Date
<u>Vernon Green</u>		<u>C. Terry</u>	
<u>Whitesides</u>			
<u>Worksite Organizer</u>		<u>Director</u>	
<u>Business Services & Chief Negotiator</u>			

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There shall be a mandatory four-day furlough for Christmas/New Year's Week. The mandatory furlough shall continue between Christmas and New Year for each subsequent year of the contract.

There shall be an additional mandatory two-day furlough during each year of the contract as follows:

**FY05: November 12, 2004 and April 1, 2005;
FY06: July 1, 2005 and May 26, 2006;
FY07: July 3 and September 1, 2006.**

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The Union/Management Committee will cooperate in the development of an

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Assistance Program (EAP) in a effort to assist workers in overcoming substance abuse

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and/or other problems. The intended EAP shall incorporate the following provisions

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and features as they are available and agreed upon:

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+ Substance abuse counseling, rehabilitation and referral

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as an alternative

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stemming from violation of the Drug Free Workplace Act

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. In such circumstances, participation in the EAP and compliance with the EAP recommendations,

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including medical appraisals and treatment,

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may be required by the Employer as a condition of continued employment.

**Summary of Major Changes to Personnel Policies
Revisions effective July 1, 2007**

- Effective July 1, 2007 (start of pay period in which the first day of the fiscal year begins), employees in the “S” Salary Schedule will receive a 2% salary range increase; and additional increases of 2% effective July 1, 2008 and July 1, 2009.
- The “M” Salary Schedule ranges will be adjusted by similar levels of increase. The President and Chief Executive Officer will establish individual salaries within the assigned ranges on the “M” Salary Schedule.
- Revisions to Benefits Program as noted in Addendum B. Major changes include: Increase in available annual Flex Credits to \$6,700 effective 7/1/07, \$7,150 effective 7/1/09 and \$7,550 effective 7/1/10; Increase in Long Term Disability maximum benefit of \$8,500/month; Continuation of the 457 Tax Deferred Savings Plan employer provision that contributes one (1) percent and matches the employee contribution up to a maximum of one and one-half (1&1/2) percent of salary.
- Changes PO102.302 Hours of Work to allow a normal work schedule of eight hours each work day to arranged between 7 am and 6 pm.
- Adds PO102.401 Leave , Section D. Maximum Accumulation. An employee may “not” accumulate over his/her maximum accumulation amount “at any time”. Deletes all references to July 1st being the only date of measurement.
- Renames PO102.403 from “Sick” to “Other” Leave and substitutes annual leave for sick leave as appropriate.
- Deletes PO102.407 Leave Without Pay, Section L. & M. these two provisions required that staff exhaust annual leave and sick leave balances respectively, prior to use of leave without pay.
- Added in PO102.502 Causes for Counseling or disciplinary Action four additional causes: Inappropriate use of Commission equipment, e.g., intranet, copiers, etc; Falsification of records; Bribery; and Excessive Tardiness.
- Establishes a mandatory (unpaid) four-day facility closure for represented employees in FY08 only, to occur on December 24, 26, 27 & 28, 2007.



Collaboration Excellence

Integrity Respect

Personnel Policies

Revised September 25, 2007

COLLABORATION, EXCELLENCE,
INTEGRITY, RESPECT

- 1625 Newton Ave
- San Diego, California 92113-1038
- Fax 619/578-7355
- www.sdhc.net

PERSONNEL POLICIES

Revised September 25, 2007

By maintaining RESPECT for our customers,
we COLLABORATE effectively,
prove our INTEGRITY, and
demonstrate our EXCELLENCE.

*

At the Housing Commission,
CORE VALUES begin with me!

PERSONNEL POLICIES 102.000

Table of Contents

<u>NO.</u>	<u>POLICY</u>	<u>PAGE</u>
102.100	GENERAL PROVISIONS	
102.101	Purpose	1
102.102	President and Chief Executive Officer as Appointing Authority	1
102.103	Organization and Administration	2
102.104	Executive and Management Service	2
102.105	Types of Appointments	4
102.106	Employment Status	6
102.107	Personnel Files	6
102.108	Medical Records	7
102.109	Terminated Employee Records	7
102.110	Exception to Personnel Policies	7
102.200	MERIT EMPLOYMENT	
102.201	Merit Principles	8
102.202	Equal Employment Opportunity	8
102.203	Probationary Period	8
102.204	Performance Evaluation	9
102.205	Class Specifications and Position Classification Practices	10
102.206	Filling Reclassified Positions	12
102.207	Flexible Staffing/Career Advancement Series	12
102.208	Recruitment	13
102.209	Selection and Examination	13
102.210	Changes in Status	
	A. Transfer	14
	B. Demotion	15
	C. Lateral Re-Assignment	15
	D. Promotions	15
	E. Reclassification and Salary Range Adjustments	15
	F. Changes in Status Effective Dates	16
102.211	Medical Standards	16
102.300	COMPENSATION AND BENEFITS	
102.301	Pay Plan, Step Increases and Special Pay	18
102.302	Hours of Work	20
102.303	Exempt Employees	21
102.304	Overtime and Premium Pay	21
102.305	Bilingual Pay	22
102.306	Insurance Benefits and Cafeteria-Style Program (Flex Plan)	22
102.307	Temporary Disability Benefits	22
102.308	Unemployment Compensation	22
102.309	Retirement System	23
102.310	Tuition Reimbursement	23
102.311	Transportation Incentives	23
102.312	Resident Manager Compensation	23

102.400	LEAVE	
102.401	Holidays Defined	25
102.402	Annual Leave	26
102.403	Sick Leave	28
102.404	Administrative Leave	29
102.405	Military Leave	29
102.406	Court Leave	30
102.407	Leave Without Pay	30
102.408	Unauthorized Leave	32
102.409	Bereavement Leave	32
102.410	Educational Leave	32
102.411	Discretionary Leave	32
102.500	COUNSELING AND DISCIPLINE	
102.501	Constructive Counseling and Development	33
102.502	Discipline Process	33
102.503	Nondisciplinary Actions	38
102.600	TERMINATION OF EMPLOYMENT	
102.601	Reasons for Employment Termination	39
102.602	Resignation	39
102.603	Nondisciplinary Separation from Employment	39
102.604	Retirement	40
102.605	Layoffs	40
102.700	GRIEVANCE PROCEDURE	
102.701	Purpose	42
102.702	Rules and Regulations	42
102.703	Definitions	43
102.704	Grievance Procedure	44
102.800	SAFETY	
102.801	Safety	45
102.900	STANDARDS OF CONDUCT	
102.901	Background	46
102.902	Purpose	46
102.903	Policy	46
102.904	Implementation	47
ADDENDUM A	Classification and Pay Plans	
	July 1, 2007 (Start of Pay Period in which fiscal year begins)	48
	July 1, 2008 (Start of Pay Period in which fiscal year begins)	55
	July 1, 2009 (Start of Pay Period in which fiscal year begins)	62
ADDENDUM B	Benefits Program	69

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 1 of 68

102.100 GENERAL PROVISIONS

102.101 PURPOSE

It is the mission of the Housing Commission to provide, in a cost effective manner, housing services to families of low and moderate income. These services include safe, decent and sanitary housing and related aids to improve the economic and social well being of our clientele.

The Housing Commission believes that a qualified and responsive staff is essential to the accomplishment of this mission.

The provision of a qualified and responsive staff requires policies for employee hiring, training, career development, job classification, salary administration, retirement, fringe benefits, leaves, discipline, grievance consideration, termination of employment, standards of conduct, and related activities to insure that personnel are recruited, selected and employed in an objective, impartial, fair and consistent manner in accordance with their ability and desire to assist in the accomplishment of the mission and its Core Values, and consistent with the operational needs of the Housing Commission.

Therefore, the San Diego Housing Commission adopts these Personnel Policies to meet the goals and objectives stated above.

The President and Chief Executive Officer is responsible for the implementation of these Personnel Policies.

The President and Chief Executive Officer shall formulate, adopt and amend as necessary reasonable standards and implementing procedures including applicable Administrative Regulations to ensure conformance to these Personnel Policies.

102.102 PRESIDENT AND CHIEF EXECUTIVE OFFICER AS APPOINTING AUTHORITY

The Mayor and City Council, acting as the Housing Authority, shall appoint a President and Chief Executive Officer. The President and Chief Executive Officer shall appoint all other personnel.

[Supersedes Policy 102.000, Issued 7/1/79 and revised Effective 10/1/98, 7/1/01, 7/1/04]

Authorized:

Elizabeth C. Morris
President and Chief Executive Officer

Carrol M. Vaughan
Executive Vice President and Chief Operating
Officer

Date

Date

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 2 of 68

102.103 ORGANIZATION AND ADMINISTRATION

Authority to effect personnel actions in accordance with these policies and implementing administrative regulations shall be vested in the President and Chief Executive Officer or designee.

The President and Chief Executive Officer may authorize an exception to a provision herein for operational needs consistent with the General Provisions, Classification and Pay Plan, Budget authorized by the Housing Commission. In extraordinary circumstances in which pay is negatively impacted, the President and Chief Executive Officer shall report such exception, in writing, to each Commissioner no later than ten (10) days following the action taken.

102.104 EXECUTIVE AND MANAGEMENT SERVICE

Employment at the Housing Commission shall consist of positions designated in the Executive and Management Service and all other positions not specifically included under the Executive and Management Service designated group.

- A. The Executive and Management Service shall include the position of President and Chief Executive Officer and executive, managerial and administrative positions designated and approved by the Housing Commission. Such Executive and Management Service positions shall be included in the Classification and Pay Plan, M Schedule.
- B. The President and Chief Executive Officer serves at the discretion of the Appointing Authority.
 - 1. The President and Chief Executive Officer shall have the authority to appoint and remove all officers, managers and employees in the Executive and Management Service of the Housing Commission. Appointments made by, or under the authority of the President and Chief Executive Officer shall be based on the administrative ability, training and experience of such appointees in the work they are to perform. All such appointments shall be without definite term or conditions unless otherwise stated.
 - a. It shall be the duty of all Executive and Management Service employees to lead and be responsible to the President and Chief Executive Officer in administering or managing the work of the agency in a productive, efficient, and effective manner consistent with management expectations, agency mission, and sound business practices.
 - b. Executive and Management Service employees may be removed by the President and Chief Executive Officer or designee at any time without cause in accordance with applicable policies as may be necessary to effectuate such process.
 - 2. Executive and Management Service positions are designated based on their executive and managerial responsibilities for formulating, implementing, and/or administering policy consistent with the organizational values, leadership

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 3 of 68

102.104

principles, managerial philosophy, performance expectations, and operational needs of the organization. Also included are designated positions having significant responsibility for formulating, administering policies and programs.

The Executive and Management Service shall consist of the following:

- President and Chief Executive Officer
 - Executive Vice President and Chief Operating Officer
 - Director of Business Services
 - Director of Communication and Strategy
 - Director of Facilities
 - Director of Financial Services
 - Director of Housing Finance & Development
 - Director of Rental Assistance
 - Secretary to the President and Chief Executive Officer
3. Additional positions which meet the criteria of the Executive and Management Service as provided for in this policy may also be designated by the President and Chief Executive Officer with the approval of the Housing Commission.
- C. Employees in the Executive and Management Service shall be subject to the same policies and provisions as all other employees including equal opportunity in training and career opportunities with the following exceptions:
1. Recruitment, selection, and appointment to the Executive and Management Service and process for the notification, removal or re-assignment of employees from the service shall be determined by the President and Chief Executive Officer.
 2. Employees in the Executive and Management Service shall not serve a probationary period.
 3. The President and Chief Executive Officer shall have the discretion to determine the standards and process for recruitment and selection, performance evaluation, recognition, pay, reward, discipline, and exit from employment.
 4. The compensation and pay system, management benefits, and pension related options shall be established by the Housing Commission.
 5. Each Executive and Director shall earn annual leave credits as follows:

<u>Years of Service</u>	<u>Hours per Month</u>	<u>Days per Year</u>
Beginning of the 1st through 10th	18.67 hours	28 days
Beginning of the 11th through the 15th year	20.67 hours	31 days

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 4 of 68

102.104 Beginning of the 22.00 hours 33 days
 16th through
 the 25th year

 Beginning of the 23.33 hours 35 days
 26th year

a. Pay in Lieu of Annual Leave

Executives and Directors may make up to two requests for payment in lieu of annual leave each fiscal year. The total of both requests cannot exceed 120 hours. Requests for payment in lieu of annual leave may be made if the employee has sufficient hours of earned leave credits and meets the following conditions:

1. Has taken at least five days (40 hours for full-time employees) of annual leave during the previous 12 months; and
2. After receiving the requested number of hours in lieu of annual leave retained at least 24 hours of earned annual leave credits.

D. Executive and Management Service employees shall have salaries set within the approved salary schedule range by determination of the President and Chief Executive Officer.

1. Executive and Management Service employees shall be eligible for a salary review each July 1 based upon performance, as determined by performance evaluation and other job related criteria to be determined by the President and Chief Executive Officer. Special pay equity adjustments, pay differentials, merit pay and recognition awards will be determined by the President and Chief Executive Officer in accordance with approved budget constraints.
2. The President and Chief Executive Officer shall provide confidential correspondence to each Executive and Management Service employee in regard to the annual salary adjustment determination for that employee. If an Executive and Management Service employee believes that the annual increase was inappropriate, that employee may, within two (2) workdays of notification, submit written information to the President and Chief Executive Officer in regard to that salary increase determination. The President and Chief Executive Officer will consider the employee's input and make final determination within five (5) workdays.
3. Annual salary adjustment determination notices to Executive and Management Service employees and employee written responses shall become permanent personnel file documents.

102.105 TYPES OF APPOINTMENTS

- A. "Regular Employee": An appointment to a position encompassing duties which are long term and a part of the regular and budgeted position plan of the Housing Commission. Regular employees are hired through the competitive merit process.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 5 of 68

102.105

- B. "Temporary Employee": An appointment to a position encompassing duties which are considered as supplemental to normal workloads or for a specific duration, to fill a temporary need. Temporary employees may not accrue seniority or other benefits other than those required by law, except as specified below and provided for under Annual Leave.

Temporary appointments may be made in the following manner:

1. Through the competitive merit process. Employees do not have employment rights, but may be eligible to participate in benefit programs if the duration of the appointment is anticipated to be the equivalent of one year on a full-time basis.
2. Outside the competitive merit process to fill an urgent workload demand for up to 180 calendar days.
3. Through Special Employment Programs that have specific requirements or conditions other than merit under which employees must be selected and that are funded by a State, Federal, or local agency, or that provide on the job training to public housing residents and Section 8 participants to enhance economic development and self sufficiency. Residents may be hired under this provision to perform short term, on-call or seasonal work, or to develop on the job entry level employment skills.
 - a. Upon approval of the Housing Commission's participation in a Special Housing/Employment Program, the President and Chief Executive Officer shall specify the recommended selection process and pay.
 - b. Employees will be eligible only for those benefits and opportunities which are designated for employees in that program.
 - c. Resident employees may be eligible to participate in Regular employment opportunities by meeting the entry level requirements for the classification.
4. Through an employment contract to provide professional level services external to the budget and classification and pay system for a specified duration and scope of work. Contract employees are hired outside the Housing Commission's merit competitive process and without employment rights or benefits other than those required by law or included in the terms of their employment contract.

- C. "Temporary Assignment":

1. A Regular employee may be assigned to perform duties of another classification on a temporary basis. Such assignments will be for sixty (60) calendar days or longer. For union represented employees, assignments shall be maximum of six (6) months; exception, if any, shall be for a minimal extension period and discussed with the Union. All terms and conditions of the new classification shall apply. Temporary assignments may be filled in a variety of ways. Assignments may be made from an existing eligibility list, or may be limited to employees within a unit or a department based on skills, abilities, most recent performance review, position requirements, and agency

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 6 of 68

- 102.105 need. A Regular employee shall revert to a position in his/her classification upon termination of the temporary duties.
- a. Notice of all selection decisions will be announced.
 - b. Temporary assignments to a higher class will be treated as temporary promotions.
 - c. If the anniversary date of the employee's regular assignment occurs while on a temporary assignment, the employee shall receive any step/pay increase when the employee reverts to the regular classification and salary range.
2. A Temporary employee may be appointed to a new temporary assignment in accordance with 102.105B above, in which case the terms and conditions of the new assignment will apply.

Benefit Eligible Employee:

All full-time and part-time Regular Union and Non-Union represented employees appointed to work at least 20 hours per week are eligible to participate in employee group benefits, pension and voluntary tax-deferred savings programs; all Temporary employees appointed to work at least 20 hours per week for a minimum of one year or longer may be eligible for employee group benefits based on stated employment terms and conditions. Participation by Temporary employees in pension and voluntary tax-deferred savings programs is subject to specific rules of participation by the plan.

102.106 **EMPLOYMENT STATUS**

- A. The standard workweek is based upon a 5/40 schedule. Regular appointments may be made on either a full-time or part-time basis. Temporary appointments may be made on a full-time, part-time, or hourly basis. Employees shall be paid in accordance with the Fair Labor Standards Act.
1. Full-time employees work 40 hours per week.
 2. Part-time employees work less than 40 hours per week or at least 20 hours per week on either a 3/4 time (30 hours) or 1/2 time (20 hours) per week basis unless otherwise approved by the President and Chief Executive Officer.
 3. Hourly employees are paid on an hour by hour basis based on the unexpected nature and sporadic need of the work required.

102.107 **PERSONNEL FILES**

The President and Chief Executive Officer shall maintain a personnel file for each employee. Employees shall have a right to review their personnel files, authorize review by their representative and shall be allowed copies of materials contained therein. No adverse material shall be inserted into the employee's personnel file without notice to the employee.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 7 of 68

102.107

The personnel files of employees shall be considered confidential. The President and Chief Executive Officer or designee may review personnel files when considering employee performance for promotional consideration. The President and Chief Executive Officer shall only release information from personnel files when lawfully ordered to do so, or to creditors or other persons upon proper identification of the inquirer and if authorized by the employee.

The President and Chief Executive Officer may cause to be maintained confidential employee medical records and working files related to such matters as workers' compensation, payroll, pre-employment reference checking, wage garnishment, grievance investigations and resolutions, preliminary disciplinary action inquiries, unsubstantiated citizen complaints, civil rights complaints, and other matters which are separate from the employee's personnel file. The employee has the right to review both the employee's personnel file and the written records pertaining exclusively to the employee in the working file retained by the supervisor. The employee medical records and other working files will not be available to supervisors as a basis for forming recommendations about promotions or similar personnel actions.

102.108

MEDICAL RECORDS

The employee or representative with written authorization from the employee may examine the employee's medical records and other working files with the exception of pre-employment reference check files and preliminary disciplinary action inquiries.

Employee medical records and related working files about employees shall be confidential. The President and Chief Executive Officer shall only release information from medical records to consulting physicians, workers' compensation insurance caseworkers or employee assistance plan consultants with a need for such information and with the proper authorization. Information from employee files shall only be released to other government agencies in the conduct of official business.

102.109

TERMINATED EMPLOYEE RECORDS

Upon termination, the personnel file, medical records file and other working files related to an employee may be consolidated for record-keeping purposes. Information other than confirmation of dates of employment, final pay rate and job title shall not be provided in response to employment reference checks or creditor inquiries except as authorized by the former employee and as permitted by law. These limitations shall also apply to other government agencies acting as potential employers of former Housing Commission employees. Information may be released to other government agencies in response to their inquiries in the conduct of official business.

The President and Chief Executive Officer may eliminate or destroy the records of former employees within the requirements of law or regulation and as administratively appropriate.

102.110

EXCEPTION TO PERSONNEL POLICIES

In cases where special programs have contract provisions which conflict with these Personnel Policies, the provisions of those programs will apply to personnel working in those particular program areas.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 8 of 68

102.200 MERIT EMPLOYMENT

102.201 MERIT PRINCIPLES

Candidates shall be selected for employment, promotion, and merit pay awards on the basis of job related merit, abilities and skills unless otherwise designated within the provisions of these policies.

102.202 EQUAL EMPLOYMENT OPPORTUNITY

The Housing Commission maintains an ongoing commitment to the principles of Equal Employment Opportunity in accordance with applicable Federal and State law, Executive Orders, and guidelines promulgated by appropriate agencies.

The provisions of these policies shall be applied equally to all employees covered hereby without discrimination because of race, color, sex, age, disability, as defined by applicable law, medical condition, national origin, political opinions or affiliations, marital status or sexual preference.

102.203 PROBATIONARY PERIOD

The probationary period shall be regarded as part of the selection process and shall be utilized for closely observing the work of new employees, for securing their effective adjustment to their positions and for rejecting any probationary employee whose performance does not meet acceptable standards of work.

Employees serving a probationary period are expected to make regular and steady progress toward satisfactory job performance. A newly hired employee's probationary employment may be terminated by the President and Chief Executive Officer at any time it is determined that satisfactory progress is not being made toward meeting Regular performance expectations.

- A. New Hire: Each new Regular employee shall serve a new hire probationary period of six months commencing with the first day of their employment to attain Regular status. For reinstated employees who previously attained Regular status with the Housing Commission, the new hire six (6) month probationary period may be reduced or waived.

A final written evaluation is to be given at least five (5) workdays prior to the end of the new hire probationary period. If the overall rating is satisfactory, the employee will be made regular or if less than satisfactory, the employee may be terminated.

New hire probation may be extended a maximum of 90 calendar days for less than satisfactory performance, or in the case where the employee has been absent from work for the equivalent of 30 calendar days or more, probation may be extended for a specified period equal to the time absent from the job, not to exceed 90 calendar days. Only one extension may be granted during probation. If new hire probation is extended, a final evaluation shall be performed at the end of the extension to determine if performance is satisfactory. The employee will then be made Regular or terminated.

Extension of the probationary period changes the employee's anniversary date.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 9 of 68

102.203

New hire probationary employees shall have all rights under the Personnel Policies including full and complete access to the grievance procedure except for instances of termination of employment for unsatisfactory performance.

- B. New Class: Each Regular employee appointed to a new class shall serve a minimum six (6) month probationary period in the new class. An employee appointed to a new class prior to completing New Hire Probation will serve the remaining New Hire Probation period in the new class. The six (6) month new class probationary period may be waived or reduced by the President and Chief Executive Officer.

A Regular employee who has been promoted or voluntarily laterally reassigned and is performing unsatisfactorily during new class probation, shall revert to the classification, range and rate of pay from which he/she came.

Employees serving a New Class probation period shall have all rights under the Personnel Policies including full and complete access to the grievance procedure except in the case of unsatisfactory performance in the new job classification during the probationary period.

- C. In the event a Temporary employee is selected from a temporary assignment to a Regular position in the same or equivalent classification, the six (6) month probationary period may be reduced, or waived, as determined by the President and Chief Executive Officer.

A written evaluation shall be given at the end of the first three (3) months which shall clearly indicate where the employee's performance is satisfactory and acceptable, where improvement is needed and where it is unacceptable.

102.204

PERFORMANCE EVALUATION

Performance review procedures and forms shall be standardized to attain a consistent and reliable process for all employees except as provided for the Executive and Management Service. Performance Standards and evaluation criteria for positions may vary based on performance expectations established for each position.

Performance reviews shall be performed for each employee in accordance with probation period provisions herein. In addition, a performance review shall be performed: at one-year intervals following the completion of probation, and in accordance with Policy 102.301A for scheduled step/pay increases. Interim performance reviews may be performed at the discretion of the supervisor to assist the employee in determining his/her strengths and weaknesses and to point out areas where improvements can be made or have been made, or to verify performance when deemed necessary by the President and Chief Executive Officer for operational purposes. Evaluations shall be discussed in person with employee, and the employee shall have five (5) workdays in which to consider the document before signing it. No comment shall be added to the evaluation after the employee's signature other than in the comment section provided for on the signature page of the performance review form without the employee's knowledge and opportunity for response.

Performance feedback for Regular employees in temporary assignments shall be included in the employee's regular annual evaluation. Performance Evaluations are conducted annually for step/pay advancement purposes. Verbal feedback and discussion regarding performance is provided by the supervisor for development and growth.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 10 of 68

102.204

Performance reviews and conferences shall be conducted in a confidential manner.

Performance reviews are not subject to the grievance procedures. Except during probation, an employee may exercise the following procedures in response to a performance review.

A. For Any Performance Review:

1. If an employee does not respond within five (5) workdays of discussion or refuses to sign the document, the performance review will be forwarded for processing; any comments submitted after the five (5) workdays will be forwarded through the appropriate signature approvals for filing in the employee's personnel file and attached to the appropriate performance review.
2. If an employee disagrees with the supervisor's review, he/she may submit a written statement in response to the review within five (5) workdays of receipt and discussion as documented by supervisor's signature and date, which shall become a part of the official evaluation, or
3. If any elements of the performance evaluation are rated less than satisfactory, the employee may, within five (5) workdays of receipt and discussion of the review, request a meeting to discuss the review with the supervisor and next higher supervisor. The employee may be accompanied at this meeting by a representative. The next higher supervisor shall notify the employee within five (5) workdays or reasonable mutually agreed to time frame, of his/her determination.

B. For A Performance Review Which Is Rated Unsatisfactory Overall:

If the overall performance review is rated less than satisfactory, the employee may, within five (5) workdays of receipt and discussion of the review, request the meeting described in "A" above. If the employee is dissatisfied with the determination, the employee may request a final meeting to discuss the performance review with the Department Director, or if previously reviewed by the Director, the next higher level. The employee may also be accompanied by a representative at this meeting. Notification to the employee will be within ten (10) workdays of determination.

102.205

CLASS SPECIFICATIONS AND POSITION CLASSIFICATION PRACTICES

Classification and compensation practices are reviewed periodically to ensure internal and external comparability and competitiveness of pay practices. When a new classification is created or when a position's duties, functions and/or responsibilities change significantly, a job analysis or classification reevaluation is conducted. Positions are classified/reclassified and assigned/reassigned to a salary grade on the basis of the classification review. Work will be assigned according to the approved classification to avoid unauthorized out of class situations.

A. Position Classification

1. The regular classification of each position shall be consistent with the duties performed and the position classification title approved by the Housing Commission for inclusion in the agency budget.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 11 of 68

102.205

2. The President and Chief Executive Officer may temporarily reclassify or add positions to meet unanticipated operational requirements, within approved policy authorization and subject to appropriate funding source availability. All Temporary reclassifications as additions to Regular staffing will be reported by the President and Chief Executive Officer to the Housing Commission during proposed budget discussions.

B. Class Specifications

The President and Chief Executive Officer shall be responsible for causing to have prepared a class specification for each classification in the pay plan adopted by the Housing Commission. The class specifications shall describe such common distinguishing characteristics for each classification as title, nature of work, supervision exercised and received, examples of essential and related duties, qualifications, requirements, and relationship to other classifications in the career series. Class specifications shall be updated, maintained, or may be created on a temporary basis as the President and Chief Executive Officer determines necessary to properly describe the work performed and to accomplish the agency's mission, purpose and programs. Class specifications for newly created Regular classifications and substantive revisions to specifications for the Executive and Management Service shall be approved by the Housing Commission for development by the President and Chief Executive Officer resulting from the budget approval process.

Class specifications shall be made available to the employees of each classification as a general description of the work performed.

C. Classification Pay Plan

The President and Chief Executive Officer shall be responsible for making changes to the Classification plan, the classification of individual positions and the assignment of classes to salary ranges within currently approved salary schedules as may be required to accomplish the agency's mission, purpose and programs, provided that such actions are:

1. Consistent with policy.
2. Do not result in the addition of any new management positions not previously provided for in the budget.
3. Will not exceed the approved budget for personnel expenses.

The authority of the President and Chief Executive Officer will include the addition/deletion of classifications, reclassifications of currently authorized positions, and assignment of new classes to salary grades in accordance with policy provisions and consistent with provisions of the Memorandum of Understanding for positions in the Union and other Personnel Policies.

In implementing agency wide classification and compensation studies, the adopted implementation plan shall apply.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 12 of 68

102.206 **FILLING RECLASSIFIED POSITIONS**

- A. Employees whose duties have been reclassified upward may be designated by the President and Chief Executive Officer as qualifying for advancement to the new classification without competitive examination.
- B. Employees who occupy positions reclassified downward may be approved by the President and Chief Executive Officer for nondisciplinary demotion. Layoff or layoff bumping may be the employee's alternative to acceptance of a nondisciplinary demotion upon downward reclassification of an encumbered position.
- C. Vacant reclassified positions shall be filled as determined by the President and Chief Executive Officer.

102.207 **FLEXIBLE STAFFING/CAREER ADVANCEMENT SERIES**

A. **Underfilling Positions**

Positions specifically designated for career advancement in a career advancement series will be budgeted at the full journey level. The President and Chief Executive Officer may elect to use a lower paid classification than authorized in the budget and later raise that position's classification to the budget authorized level.

B. **Flexible Staffing**

The President and Chief Executive Officer may designate certain positions as appropriate for flexible staffing in a career advancement series. Current Housing Commission classifications subject to flexible staffing designation include the following listed below. Other flexible staffing classifications may later be added to the pay plan.

ENTRY LEVEL CLASS

Office Assistant I
Housing Aide I
Housing Assistant I
Maintenance Technician I

FLEXIBLE STAFFING ADVANCEMENT CLASS

Office Assistant II
Housing Aide II
Housing Assistant II
Maintenance Technician II

1. Incumbents in positions with flexible staffing designations are subject to advancement to the next class in the career advancement series without the need for competition up to the budgeted classified level upon supervisory determination that the full range of duties are being performed satisfactorily at the incumbent's current level. Not all positions within a career advancement series may be classified and/or budgeted at the highest level in the career advancement series. Some positions may be classified and/or filled at a lower level. In such a case, career advancement would only occur up to the classified level.
2. Incumbents of positions regularly classified at the entry class in the career advancement series will be subject to either competitive processes or transfer to a flexible staffing designated position before advancement to the higher level class.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 13 of 68

102.207

3. Written notice about flexible staffing opportunities shall be provided to candidates upon recruitment. Such notice may be accomplished by inclusion in the recruitment job announcement.

102.208

RECRUITMENT

A recruitment program shall be conducted, based upon current and projected work force needs. The recruiting efforts shall be carried out in a timely manner. Recruitment shall be tailored to specific job classes to be filled and shall be directed to appropriate sources of applicants in order to attract an adequate number of candidates for consideration and to permit successful competition. Recruiting publicity shall be carried out through appropriate media for a reasonable period of time to assure sufficient opportunity for the available labor market to apply and be considered for employment on the basis of skills and abilities. Announcement shall indicate that the Housing Commission is an equal opportunity employer.

102.209

SELECTION AND EXAMINATION

A. Applications

Persons desiring employment shall file an application setting forth their qualifications for employment and related information as may be required. Applications for Regular positions may only be filed in response to the publication of a job announcement that a recruitment is currently open.

B. Merit Competition

Selection for Regular employment shall be through competition. On an exception basis, the President and Chief Executive Officer may limit or target recruitments to Housing Commission employees and employees of the City of San Diego to minimize layoffs during financial and budgetary crises.

The President and Chief Executive Officer shall also have the authority to target certain recruitments to Section 8 participants and residents of Housing Commission/Authority owned housing. Current or former employees who are residents and who meet the minimum requirements for a classification may be considered without further competition for selected positions.

Selection techniques shall be impartial and relate to subjects designed to maximize objectivity and validity through evaluation of applicant qualifications necessary for successful job performance and career development.

Temporary positions may be filled expediently based on applicant qualifications in accordance with other merit processes.

C. Selection Methods

Selection procedures may include, but are not limited to, review of qualifications, written tests, personal interviews, written or oral exercises or performance tests, physical agility tests, evaluation of work experience and training, comprehensive background checks and post offer of employment medical, successful completion of prescribed training, or any combination of these or other assessment methods to ensure selection qualifications for hire. Performance Reviews conducted within the

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 14 of 68

102.209

last two (2) years may be considered by the President and Chief Executive Officer or designee as part of the decision for selection.

D. Eligibility Lists

1. Eligibility lists may be created in accordance with the provisions of this Personnel Policy and may contain the names of one or more persons eligible for employment or promotion. Appointments may be made from the eligibility list to appropriate positions. An eligibility list created to fill a position in a particular classification may be used to fill other positions requiring similar basic qualifications in that same classification or in a similar classification or in a lower level classification in the same occupational series.

A budgeted position which is vacant may be filled at a lower classification level based on the needs of the Housing Commission.

2. Eligibility lists may be valid for a period of one (1) year unless extended by the President and Chief Executive Officer or designee for twelve (12) months. The Human Resources Officer may extend an eligibility list for an additional three (3) months, end the use of an existing list at any time short of one (1) year and/or merge new lists with existing lists at any time. Names may be removed from the list for good and sufficient reason.
3. Where required by expected level of staffing or turnover, an eligibility list may remain open continuously or indefinitely and new applicants' names may be added to the list as they qualify. Applicants not hired during their first year of eligibility on such a list may be removed from the list and required to requalify.

102.210

CHANGES IN STATUS

Opportunities for changes in status are available to employees for application at any time regardless of known position vacancies.

A. Transfer

The President and Chief Executive Officer may, at any point in the selection process, honor an employee's request for transfer to an available position in the same classification. Considerations in the President and Chief Executive Officer's transfer decision include supervisor's recommendations, employee's current status (Regular vs. probationary), job performance, recent performance review, qualification for the position by experience or training, and employment within the same or higher pay range. Testing may be required of transfer candidates.

The President and Chief Executive Officer may initiate involuntary transfers (without loss of current pay) whenever such re-assignments are in the best interests of the Housing Commission.

When an employee assumes a transfer to a position in the same classification, the employee shall be placed at the pay step which continues the current salary, and the employee's anniversary date will remain unchanged.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 15 of 68

102.210

B. Demotion

Employees may be demoted for reasons of disciplinary action, layoffs, medical standards or voluntary request for demotion. In addition, the President and Chief Executive Officer may, at any point in the selection process, honor an employee's request for voluntary demotion to an available position. Considerations in the President and Chief Executive Officer's voluntary demotion decision include supervisors' recommendations, employee's current Regular status in a classification with a higher pay range, qualification by experience and training for the new position. The President and Chief Executive Officer may place the demoted employee at any pay step which does not exceed the current pay and is within the new pay range. The employee's anniversary date changes upon demotion. No new probationary period is provided for the voluntarily demoted employee to a class previously held. A New Class probationary period is required without the right to return to a position in the previous class held for the involuntarily demoted employee.

C. Lateral Re-Assignment

The President and Chief Executive Officer may, at any point in the selection process, honor an employee's request for a lateral re-assignment to an available position in a different classification. A lateral re-assignment is possible when a Regular status employee is employed in a classification with the same pay range as the available position and the employee is qualified for the position by experience and training and performance. Technical skills or knowledge tests may be required of a lateral re-assignment candidate. The employee's anniversary date changes upon lateral assignment. No change in pay occurs upon lateral re-assignment. A New Class probationary period with right to return to a position in the previous classification applies.

D. Promotions

1. Notice of openings that present promotional opportunities for employees shall be posted in appropriate work locations for at least five (5) workdays.
2. When an employee is promoted, that employee shall be placed at a step/pay within the new range to be determined by the President and Chief Executive Officer. Normally, the increase resulting will be approximately 5%. An employee scheduled for a normal step/pay increase within 60 calendar days of the promotion effective date shall be compensated as provided under 102.301. In cases of promotion, the employee serves a New Class probationary period and the employee's anniversary date shall change to coincide with the effective date of promotion.
3. Performance reviews conducted within the last two years may be considered by President and Chief Executive Officer or designee in the selection decision.

E. Reclassifications and Salary Range Adjustments

1. When an occupied position is reclassified upward and the incumbent is promoted, the incumbent's salary and salary review date shall be affected as provided for in the "Promotions" section above.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 16 of 68

102.210

2. When an occupied position is reclassified downward, the incumbent employee's salary shall be placed at a step/pay in the new pay range which does not reduce the employee's pay or shall remain unchanged until the new range exceeds the employee's pay rate.
 - a. When an occupied position is reclassified downward, and the incumbent employee's pay rate is within the range for the new classification, the incumbent's salary will remain unchanged until the employee's anniversary date at which time the employee may move onto the step/pay next higher than current salary.
 - b. When an occupied position is reclassified downward, and the incumbent employee's step/pay rate exceeds that of the top step/pay of the range for the new classification, the incumbent employee's salary shall remain unchanged and will be "frozen", until the new range equals or exceeds the employee's pay rate. The employee's step/pay rate will be placed at the highest step/pay which does not reduce the Y-rated pay rate when the pay range of the new classification equals or exceeds the employee's Y- rated pay rate.
 - c. Downward reclassification of a position does not change the anniversary dates of the incumbent employee.
3. When an occupied position is laterally reclassified, the incumbent's salary and anniversary date remains the same.
4. When an across the board salary range adjustment occurs, each incumbent employee shall be placed on the same step within the new range as that employee occupied within the old ranges. When an existing classification is allocated to a new range, the incumbent will be placed on a step closest to the employee's current step/pay. Prior anniversary dates remain unchanged when salary range adjustments occur.

F. Changes In Status Effective Dates

In the event an employee is promoted, demoted, reclassified, transferred, laterally reassigned, or receives a salary adjustment, said action shall be made effective the start of the pay period in which the action falls.

102.211

MEDICAL STANDARDS

- A. In order to be eligible for Regular employment with the Housing Commission, candidates shall be required to pass a physical examination which shall be related to the job class. Such medical evaluation may include drug and alcohol screening. Temporary and Volunteer employees may be subject to this requirement.
- B. An employee may be required to take a medical examination whenever, in the judgment of the President and Chief Executive Officer, it is necessary to determine the employee's ability or impairment to perform the duties and responsibilities of the position.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 17 of 68

102.211

- C. Employees may be required to submit medical records from personal physicians and private treatment when requested by a Housing Commission consulting physician in accordance with applicable release procedures. Such medical records may be submitted directly to the consulting physician for use in evaluating the employee's capacity to work safely or with an impairment.
- D. In the event an employee fails to meet the medical standards for the job class, based upon the finding of the examining physician, the President and Chief Executive Officer shall determine if reasonable job accommodations can be made that will enable the employee to perform the essential functions of the job class.
- E. If an employee is determined unable to perform the essential duties and responsibilities of the position with or without accommodations, the employee may be entitled to a leave of absence pursuant to the provisions of Title I, Sections 101-109 of the US Family Care and Medical Leave Act of 1993, or other leave of absence policies, or may be separated for non-disciplinary reasons in accordance with applicable provisions and regulations.
- F. Required physical examinations shall be paid by the Housing Commission. The Housing Commission shall designate the examining physician.

102.300 COMPENSATION AND BENEFITS

102.301 PAY PLAN, STEP INCREASES AND SPECIAL PAY

- A. Employees shall be paid within the ranges assigned to their classifications in accordance with normal merit increase principles.
1. The first step in each range is the minimum rate and shall normally be the hiring rate for the classifications. In cases where it is difficult to secure qualified personnel of a person of unusual qualifications is employed, the President and Chief Executive Officer may approve appointment of any step in the range for recruitment purposes.
 2. Advancement to the second and subsequent steps shall be at the completion of twelve (12) months of satisfactory service at each preceding step, as reflected by the annual evaluation.
 - a. Employees eligible for a normal step increase shall automatically receive the normal step increase effective the start of the pay period in which the annual performance review date falls, unless written notice to the employee has been provided regarding performance that does not meet standards.
 - b. Employees who have been given specific written notice of performance that does not meet standards shall be given a performance review no later than 30 calendar days of the written notice.
 3. Denial of a normal merit step/pay increase is not a disciplinary action and is not subject to the grievance procedure. Unsatisfactory performance may subject an employee to additional actions provided by Disciplinary Action Personnel Policy and Administrative Regulations.
 4. Unpaid leaves of absence longer than 180 calendar days shall delay and extend day for day the period of satisfactory service necessary for a normal merit step/pay increase. The President and Chief Executive Officer may determine that an extraordinary leave of paid absence should cause a delay in performance evaluation and normal merit step/pay increase until actual satisfactory work time equals the required minimum service for a step/pay increase at each step.
 5. An employee scheduled for a normal step/pay increase within sixty (60) calendar days upon change of status due to promotion, will receive the step/pay increase upon promotion, subject to satisfactory written evaluation in addition to the normal step/pay increase provided for promotions.
- B. All classifications shall be assigned to salary ranges by the Commission. The pay plan may be amended from time to time, as circumstances require.

102.301

Extended Range "E" Classes:

An E Class appointment may be made by the President and Chief Executive Officer to the range directly above or below the designated range based on the qualifications of the individual and duties assigned.

- C. Effective January 1, 1999 the Basic Pay Plan (except for employees in the Executive and Management Service) consists of a 7-step merit pay range as reflected on Salary Schedule Addendum A-1.

1. The percent between steps 1 and 2, and 2 and 3 are 5% rounded. The percent between steps 3 through 7 are 2.5% rounded.

2. **Normal Merit Pay**

Employees are eligible for normal merit step advancement (approximate 5% pay increase) to steps 2 and 3 at the completion of twelve (12) months satisfactory service at each preceding step for meets/exceeds and outstanding performance as documented by the annual evaluation for the prior annual evaluation period.

3. **Special Merit Pay Awards**

Employees are eligible for normal merit step advancement (approximate 2.5% pay increase) to steps 4 through 7 at the completion of twelve (12) months of satisfactory service at each preceding step for meets/exceeds performance as documented by the annual evaluation for the prior annual evaluation period.

Employees at steps 3 through 5 are eligible for a special merit pay award of an additional step (approximate 2.5% pay increase) with documented outstanding performance at annual review for the prior annual evaluation period.

Employees at step 6 receive 2.5% for meets/exceeds to step 7 and an additional 2.5% special merit pay award for twelve (12) months for outstanding performance for the prior annual evaluation period.

Employees at step 7 who receive an outstanding annual performance review, are eligible for a special merit pay award of 2.5% for twelve (12) months for the prior annual evaluation period.

Special merit pay awards at steps 6 and 7 are added to base pay. Awards are granted only while in the class for which it was awarded.

4. **Short Term Merit Awards**

A lump sum award of up to \$1,000 may be granted for exceptional performance of a limited duration based on meeting specified criteria, or for self-directed development efforts to learn and apply new skills consistent with the Core Values of the Housing Commission.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 20 of 68

102.301

5. Pay Differentials

- a. Pay Differentials may be assigned to individual positions within a classification to recognize assignments which though difficult and specialized, do not warrant reclassification to a new or different classification. Such assignments may include:
- Special projects and assignments of a specified duration which entail added responsibilities and the application of specialized knowledge and skill.
 - Temporary exercise of supervisory responsibilities for compelling operational reasons when no supervisory position exists to perform them.
 - Difficult, challenging, specialized workload or other significant added programs, operations or administration responsibilities for which a classification upgrade is not warranted.
 - Housing Supervisors when assigned to property management will receive an additional 5% above base pay because of their on-call responsibilities.
- b. Pay differentials may be authorized up to 15% above base pay. All assignments will be approved in advance by the President and Chief Executive Officer based on supportive documentation.

6. Pay Equity Adjustment/Increase

A pay equity adjustment increase of one, two or three steps may be approved to alleviate salary inequities between incumbents in the same classification or supervisorial/employee salary relationships that cannot be resolved through near-term merit increases.

7. Shared Savings Plan

A program that shares savings realized in administrative expenses with all Housing Commission employees on a year to year basis, dependent on administrative savings in each fiscal year and on the needs of the agency.

To qualify for a savings share, a Regular employee must have worked the entire budget year (July 1 to June 30) with no greater than a 90-day leave of any type during the fiscal year.

102.302

HOURS OF WORK

A. Full-time employees shall normally work a five day, 40-hour week. The normal hours of work for a full-time employee are eight hours a day as scheduled Monday through Friday from 7:00 a.m. until 6:00 p.m.

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Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 21 of 68

102.302

- B. Employees shall be granted and may take a rest period of fifteen (15) minutes during each four (4) hours of work. Rest periods shall be considered as time worked for pay purposes. In addition, employees who work on a Video Display Monitor (VDM) shall not work more than sixty (60) consecutive minutes at the VDM without at least ten (10) minutes away from the VDM.
- C. Lunch periods shall be scheduled for all employees and are typically one (1) hour, but may be modified at the employee's request as appropriate. Employees shall not be paid for the lunch period.
- D. Employees and work units may request optional flexible work schedules which allow alternative work hours, days off, and part-time schedules. Such alternative, flexible and part-time schedules are subject to approval by the President and Chief Executive Officer based on operational needs and customer service requirements. Alternate work schedules beyond a normal 5-day, 40-hour week are subject to legal compliance regulations.

Employees on an approved 9/80, 4/10 or other flexible schedule are subject to holiday and paid leave benefits based upon an 8 hour day (prorated for part-time). Approved alternate work schedules designate the number of hours in the workweek for overtime purposes.

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102.303 EXEMPT EMPLOYEES

- A. The Housing Commission shall designate which classifications shall be exempt from overtime pay in accordance with the Fair Labor Standards Act (FLSA). Indication of that designation will be made on the pay plan.
- B. Full-time employees designated exempt in accordance with FLSA shall be paid on a salaried basis.
- C. Part-time employees designated exempt in accordance with FLSA appointed to work a 1/2-time, 3/4-time, or other approved part-time schedule shall be paid on a salaried basis proportionate to the monthly salary paid to full-time employees.
- D. Exempt employees shall not be required to have deductions from leave, pay, or other monetary account for absences of less than a full workday.

102.304 OVERTIME AND PREMIUM PAY

- A. Overtime is authorized work performed by nonexempt employees in excess of the normal eight (8) hour workday or over a normal forty (40) hour workweek. For employees working in classifications represented by the bargaining unit (MOU), overtime is authorized work performed by an eligible employee in excess of the normal forty (40) hour workweek. For overtime purposes, all paid leave shall be included in the normal forty (40) hour week.
- B. Overtime work must be specifically authorized, in advance, by the employee's supervisor. Overtime credit shall be computed for each one-hundredth (1/100) of an hour or fraction thereof.

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Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 22 of 68

102.304

- C. For employees working in classifications designated as eligible for overtime compensation in the pay plan, overtime work shall be compensated at one and one-half (1-1/2) times the employee's hourly rate of pay for actual overtime hours
- D. ~~Overtime shall be paid in the pay period in which it is earned.~~
- E. The President and Chief Executive Officer may elect to designate the workweek (7 day period) of employees which best meets the service needs of the Housing Commission.

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102.305 BILINGUAL PAY

The President and Chief Executive Officer shall designate positions and assign employees to perform bilingual duties in positions which require such skills. In order to ensure an adequate level of bilingual proficiency, the Housing Commission may require an evaluation of bilingual skills.

For employees required to utilize primarily oral, nontechnical bilingual skills, the employee shall be paid a differential of \$0.41 per hour (\$71.07 per month). For employees required to utilize technical translating skills, the employee shall be paid a differential of \$0.51 per hour (\$88.40 per month). Technical translations may include oral or written interpretation and translation of technical programmatic information such as Federal, State, or local program regulations, policies, procedures, forms, and documents, but does not include written and oral translation of routine information provided in basic letters, general flyers, or bulletins. Employees in positions not designated as bilingual may request a review by the Human Resources Officer of the extent to which they are required to use bilingual skills.

102.306 INSURANCE BENEFITS AND CAFETERIA STYLE PROGRAM (FLEX-PLAN)

The Housing Commission shall provide eligible employees with a cafeteria-style benefits program in accordance with Section 125 of the Internal Revenue Service code. The portion and amount of total costs borne by the Commission and employees will be determined from time to time by the Housing Commission.

102.307 TEMPORARY DISABILITY BENEFITS

A. Worker's Compensation

The Housing Commission shall provide a workers' compensation insurance program funded entirely by the Housing Commission. It affords medical, hospital, death and other benefits in case of occupational injury or illness.

B. State Disability

Employees temporarily disabled from work for personal medical reasons may be entitled to benefits through the State Disability Program.

102.308 UNEMPLOYMENT COMPENSATION

This is a fund established to afford protection for those unemployed, but able to and available to work. The Housing Commission pays a tax on gross wages and salaries into this fund as prescribed by State law.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 23 of 68

102.309 **RETIREMENT SYSTEM**

The Housing Commission shall offer its employees a retirement system with benefits no less than those outlined by HUD. The Commission's contribution to that system shall be determined by the Housing Commission.

102.310 **TUITION REIMBURSEMENT**

An employee may be approved to receive tuition reimbursement for course required registration fees and materials to attend courses that enhance, improve or add to the knowledge, skills and performance of the employee in the employee's employment with the Commission. Eligible employees will be reimbursed upon satisfactory course completion for 100% of tuition, mandatory fees, textbooks and supplies under certain conditions. The maximum reimbursement is \$2,000 per fiscal year.

The determination as to when and whether an employee is granted reimbursement shall be made by the President and Chief Executive Officer or designee. Employee requests for such reimbursement shall be submitted in writing, in advance, in a timely manner.

102.311 **TRANSPORTATION INCENTIVES**

It is the policy of the Housing Commission to provide transportation incentives to employees, encouraging use of alternate transportation whenever possible.

Employees who purchase monthly passes for public bus and/or trolley transportation will be reimbursed 80% of the cost by the Housing Commission. Such passes shall be for exclusively personal use.

102.312 **RESIDENT MANAGER COMPENSATION**

- A. As a condition of employment, Resident Managers shall live on-site in a free apartment, as designated by the Housing Commission. An employee separating employment as a Resident Manager will be required to vacate the Housing Commission provided residence.
1. **Utilities:** Utilities installation and deposits shall be paid for by the Housing Commission. Monthly charges for utilities are the responsibility of the employee and shall be paid within noted payment periods.
 2. **On-Call Duties and Pay:** Resident Managers shall be accessible by a Housing Commission provided pager, and respond to pager calls at any time during regular scheduled work hours and after core work hours when serving on-call. Calls will be screened and coded for status to determine if the Resident Manager must respond immediately or within a reasonable (two hours) period of time. Resident Managers will be relieved from on-call duties one weekend out of four and during furlough days, or when using Annual Leave, including any weekends which immediately precede or follow a planned vacation. Resident Managers will be relieved from any obligation for on-call duties during holidays as described in the MOU. If Resident Managers are available for on-call duties on a holiday, they will notify their supervisor prior to the holiday. In addition to base pay, Resident Managers shall receive On-Call Pay at \$0.70 per hour (\$121.33 per month). Actual emergency response hours will be paid in accordance with 102.304 OVERTIME.

102.312

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Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 24 of 68

3. **Overtime Pay:** The overtime rate for Resident Managers, shall be calculated to include On-Call Pay as follows: [Salary Rate + On-Call Pay] x 1-1/2.

4. **Housing Commission Required Move:** Employees who move from one Housing Commission designated location to another as required by the President and Chief Executive Officer, will be allowed three (3) regularly scheduled work hours for the purpose of such move. The cost associated with moving required household items and personal necessities of the Resident Manager employee shall be reimbursed up to \$500. Moving costs for Resident Manager-requested moves will be paid by the employee. Resident Manager employees may decline a Housing Commission requested site transfer.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 25 of 68

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102.400 LEAVE

102.401 HOLIDAYS DEFINED

- A. The dates listed below shall be considered holidays for all Regular full-time Housing Commission employees who shall be entitled to take the leave without deduction in pay. Regular part-time employees' compensated holiday time shall be equivalent to one-fifth (1/5) the number of regularly scheduled hours in that employee's workweek during which the holiday occurred.
- January 1 - New Year's Day
 - Third Monday in January - Martin Luther King, Jr. Day
 - Third Monday in February - Washington's Birthday
 - March 31 - Cesar Chavez's Birthday
 - Last Monday in May - Memorial Day
 - July 4 - Independence Day
 - First Monday in September - Labor Day
 - November 11 - Veteran's Day
 - Thanksgiving Day
 - Friday following Thanksgiving Day
 - December 25 - Christmas Day
 - One additional holiday to be credited as annual leave on December 31 of each year for all current employees entitled to "holiday" pay.
- B. Every day or part of a day designated by the Housing Commission to be a holiday.
- C. When a holiday as identified above falls on a Sunday, the following Monday shall be observed as a holiday.
- D. When a holiday as identified above falls on a Saturday, the preceding Friday shall be observed as a holiday.
- E. Holidays which fall while an employee is on annual leave or sick leave shall be counted as a holiday and not charged to annual or sick leave.
- F. If holiday work is assigned and authorized, that time worked shall be reimbursed at the rate of one and one-half times the regular hourly rate plus the holiday pay to which the employee is entitled.
- G. In order to be eligible for holiday pay, an employee must be either at work or on paid leave of absence on the regularly scheduled workday immediately preceding the holiday or day observed in lieu of the holiday and the regularly scheduled workday immediately following the holiday or day observed in lieu of the holiday. No employee who is on suspension or unpaid leave of absence on either the regularly scheduled workday immediately preceding or immediately following the holiday or day observed in lieu of the holiday shall receive compensation for said holiday or day observed in lieu of the holiday.

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102.402 ANNUAL LEAVE

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 26 of 68

Annual Leave is compensated leave for eligible employees who are absent because of illness, injury, medical or dental care appointments, or personal business or who utilize time off as personal vacation. A doctor's statement may be required for any period of sick leave as described under Sick Leave.

Each Regular full-time employee, shall earn annual leave credits as follows:

<u>Years of Service</u>	<u>Hours per Month</u>	<u>Days per Year</u>
Beginning of the 1st through the 4th year	12.00 hours	18 days
Beginning of the 5th through the 10th year	14.67 hours	22 days
Beginning of the 11th through the 15th year	17.33 hours	26 days
Beginning of the 16th through the 25 th year	18.67 hours	28 days
Beginning of the 26 th year	20.00 hours	30 days

Annual leave accrual shall be pro-rated for part-time Regular employees.

An employee appointed from Temporary non-benefited status directly to Regular or Temporary benefited status or within one year of separation service shall receive service credit toward annual leave accrual for the period of continuous Temporary non-benefited employment immediately preceding appointment.

Upon rehire to a Regular or Temporary benefited position following a break in service of less than 3 years, all previously counted service toward annual leave shall be restored.

A. Credits Accumulated During Leave

Total annual leave granted may not exceed the amount posted to an employee's account as of the last day worked preceding leave. Annual leave credits will continue to accrue while on paid leave, and can only be used as earned. Annual leave credits are not earned during periods of unpaid leave.

B. Approval of Leave Requests

Employees may request use of accrued annual leave in writing or by email up to one (1) year prior to dates scheduled and shall receive a response, in writing, within (10) calendar days of such request. Authorization for time off shall be determined by the supervisor based on staffing requirements. Authorization shall not be unreasonably withdrawn once approved.

102.402

Deleted: -----Page Break-----

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 27 of 68

C. Unscheduled Absences

Employees are required to notify supervisors of unscheduled absences as early as possible and to keep supervisors informed of additional days off required as soon as possible.

D. Maximum Accumulation

The maximum accumulation of annual leave for employees hired before July 1, 1994 is 650 hours; while employees hired on or after July 1, 1994 may not accumulate more than 350 hours from one fiscal year to the next.

An employee may accumulate over his/her maximum accumulation amount until July 1st of each year. If an employee has accumulated hours over the maximum allowed, any further accumulation of annual leave stops. Accumulations of leave over the maximum must be used during the preceding months so that the July 1st balance reflects the maximum allowed or less.

If an employee has not reached his/her maximum accumulation by July 1st, he/she will continue to accumulate up to the maximum allowed. If an employee is projected to accumulate an excess of the maximum allowed as of July 1st, a supervisor may mandate a leave which brings the employee's balance to the maximum or less by July 1st.

E. Pay in Lieu of Annual Leave

Employees may make up to two requests for payment in lieu of annual leave each fiscal year. The total of both requests cannot exceed 80 hours. Requests for payment in lieu of annual leave may be made if the employee has sufficient hours of earned leave credits and meets the following conditions:

1. Has taken at least five days (40 hours for full-time employees) of annual leave during the previous 12 months; and
2. After receiving the requested number of hours in lieu of annual leave retained at least 24 hours of earned annual leave credits.

F. Pay Off at Termination

An employee whose service is terminated shall be entitled to receive the equivalent amount of pay for annual leave accrued, but not taken, up to the maximum allowable accumulation of hours plus the current year's accrual. Such payment shall be made in a lump sum on the effective date of termination; unless the Commission has not received two weeks notice of intent to terminate employment, in which case such payment shall be made within one week of the date of termination.

102.402

G. Catastrophic Leave

In the event of a catastrophic occurrence in the life of an employee, serious illness, injury, or personal situation in the life of an employee requiring absence from the job beyond available compensated leave, the President and Chief Executive Officer may authorize donations of up to a minimum of one eight (8) hour day and a maximum of six (6) eight hour days from the accrued annual leave balance of employee(s) authorizing such donation in writing. Annual Leave transfer donations are irrevocable. The President and Chief Executive Officer may establish guidelines for implementing such transfers of leave.

1. The total transfer credits accumulated by an employee shall not exceed the maximum accumulation of hours per policy.
2. Accumulations in excess of the maximum may be considered and approved by the President and Chief Executive Officer.

H. Family Sick Leave

Pursuant to AB109 Family Sick Leave, effective January 1, 2000, an employee is entitled to use up to one-half (1/2) the hours of annual leave to which the employee is eligible and has accrued in the calendar year, to attend to the illness or medical need of the employee's child, spouse, or parent, as specified by law.

I. Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

For employees qualifying under the FMLA and CFRA, accrued annual leave up to 12 workweeks shall be provided to care for a serious illness of the employee, and the employee's child, spouse, or parent as specified by the Act.

102.403

OTHER LEAVE

It shall be the responsibility of each employee to notify his/her immediate supervisor in advance of absence for scheduled medical appointments or anticipated absences covered, or as soon as possible on the first day of absence if the absence is unscheduled. The employee shall notify the supervisor when he/she expects to return to work. A doctor's statement may be required for any period of annual leave when used for illness.

A. "Emergency leave" in cases of critical illness of an employee's immediate family member. (Immediate family shall include: spouse, son, daughter, father, mother, brother, sister, grandparent, grandchild, or the corresponding relation by affinity, and any member of the employee's household.) Not more than five consecutive days may be charged to sick leave for this purpose.

Before July 1, 1990 Regular employees accrued sick leave at the rate of six (6) hours per month for full-time employees. Sick leave was prorated for part-time employees. Unused sick leave was accrued to a maximum of 126 days. After July 1, 1990, sick leave was no longer accrued; but rather annual leave (see 102.402) was provided as a replacement for sick leave and vacation.

B. Pursuant to AB109 Family Sick Leave, effective January 1, 2000, an employee may use up to one-half (1/2) the hours of sick leave to which the employee is eligible and has

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It is the intent of this Article to allow the continued use of sick leave accrued before July 1, 1990 for employees who by reason of illness or injury or family emergency are unable to perform regular duties. There shall be no payoff of unused sick leave upon termination of an employee.¶

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<#>A. Personal illness, physical or mental incapacity.¶

<#>¶
<#>B. Medical, dental or eye examination or treatment.¶

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Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 29 of 68

accrued in the calendar year, to attend to the illness or medical need of the employee's child, spouse, or parent as specified by law.

C. For employees qualifying under the Family Medical Leave Act and California Family Rights Act, accrued sick leave up to 12 workweeks shall be provided to care for a serious illness of the employee, and the employee's child, spouse, or parent as specified by the Act.

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102.404 **ADMINISTRATIVE LEAVE**

An employee may be placed on administrative leave by the President and Chief Executive Officer at any time. Administrative leave for the remaining hours in a work shift may be required of an employee by the immediate supervisor whenever an urgent or dangerous situation exists.

An employee placed on administrative leave may be required to immediately leave the property of the Housing Commission. At the initiation of administrative leave, the employee shall be instructed regarding return to work procedures and of the reason for requiring administrative leave.

Administrative leave is a required absence from work for the benefit of the Housing Commission. Administrative leave is not a disciplinary action. As long as the employee remains available for business consultation or immediate recall to work, the administrative leave may be in regular paid status. The President and Chief Executive Officer may determine subsequent to administrative leave to take disciplinary action.

102.405 **MILITARY LEAVE**

The Housing Commission shall provide military leave in accordance with the California Military and Veterans' Code.

Any employee who has been in the service of the Housing Commission for a period of not less than one year immediately prior to the date on which military leave starts shall be entitled to paid military leave. Service with the Commission and in the military constitute service in a public agency, and may be combined for the one-year requirement. The maximum paid military leave entitlement during any one fiscal year shall be no more than the pay for a period of thirty (30) calendar days.

102.405

Upon return from active duty military leave under the conditions prescribed above, the employee shall present military separation papers. Following medical examination by the Housing Commission's examining physician, the employee shall be returned to the position the employee left, or to a comparable position for which the employee is qualified, as determined by the Housing Commission.

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102.406 **COURT LEAVE**

- A. Any employee, in court as a witness or on jury duty, is entitled to court leave and such absence shall not be construed as annual leave or leave without pay, only if the employee is not a party in the action.
- B. Any fee for such duty shall be retained by the employee.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 30 of 68

- C. Before court leave is granted, the employee must submit a copy of the official summons to the employee's supervisor prior to the beginning date of such duty or service.
- D. Employees who elect to be on "on-call" jury duty shall report to work on days when they are not required to be at the courthouse and scheduled to work.

102.407 LEAVE WITHOUT PAY

- A. At the employee's request, a leave of absence without pay may be granted to eligible employees for a period not to exceed one year for the following reasons:
 - 1. Leave for employee illness or injury beyond that covered by paid sick leave, including workers' compensation cases.
 - 2. Maternity leave.
 - 3. Paternity leaves without pay may be granted for a period not to exceed five (5) calendar days.
 - 4. Education or training which will materially benefit the Housing Commission.
 - 5. Short term leave up to 180 calendar days.
 - 6. Other personal reasons, such as for temporary employment, to seek public office, or for a sabbatical, which do not cause inconvenience to the Housing Commission.
- B. Leaves of absence without pay shall also be granted as required by law for family care or medical leave due to: birth or adoption, including foster care placement, of a child; care for serious health condition of employee's parent, spouse, or child; employee's serious health condition, or other lawfully specified purposes.

Entitlement to leave or benefits, definitions of child, parent or spouse within the provisions of "B" above shall be in accordance with the California Government Code 12945.2 of the Family Rights Act of 1991, and Title I, Sections 101-109 of the US Family Care and Medical Leave Act of 1993.

102.407

- C. The President and Chief Executive Officer may, in exceptional cases, extend a leave for an additional period not to exceed one year. Only one extension may be granted and only in cases of illness or disability.
- D. Immediately prior to, or at the time of return to active duty from employee illness or disability leave, the employee shall submit a statement from a physician certifying that he/she is released to return to work. Reasonable accommodation will be made to an employee released with work restrictions or limitations.
- E. When an employee has been granted a leave without pay and desires to return before expiration of such leave, the employee may be required to give reasonable notice within 5 calendar days.
- F. Failure to report for active duty after a leave of absence has expired or has been disapproved or revoked, or any other failure to report for duty as scheduled, may at

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Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 31 of 68

the option of the President and Chief Executive Officer, be considered as automatic resignation.

- G. A leave of absence for any of the reasons stated in "A" above may be revoked by the President and Chief Executive Officer upon evidence that the cause for granting leave was misrepresented or has ceased to exist.
- H. Employees may not accrue annual leave credits while on "leave without pay". Unpaid leaves of absence longer than 180 calendar days shall delay and extend day-for-day the period of satisfactory service necessary for pay step advancement.
- I. Premiums required under the employer's health, life and dental insurance programs shall not be paid by the employer while the employee is on "leave without pay" status beyond the provisions of the plan document and as required by law. Employees may coordinate with Payroll to make contributions toward premiums if allowable by plan provider to continue benefits during leave without pay.

If an employee is determined eligible for leave pursuant to "B" above of this article, and elects to continue medical coverage, the Commission shall pay the premium to continue the current medical plan coverage to the extent required by law.

- J. If, in the opinion of the Housing Commission, an employee is unable to properly perform the duties of his/her position on account of injury, illness, disability or impairment, the employee may be required to submit himself/herself to an examination by a physician, designated or approved by the President and Chief Executive Officer. If the report of the physician shows the employee unable to perform his/her essential duties, the employer may compel the employee to take sufficient leave of absence until such time as the employee is able to satisfactorily perform his/her essential duties with or without accommodation. If an employee is unable to perform his/her essential duties for an extended period of time, he/she will be subject to termination. Reasonable accommodation for a limiting condition will be made where possible prior to mandatory leave of absence or termination of employee with an illness or disability that cannot be reasonably accommodated.

102.408 UNAUTHORIZED LEAVE

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- A. Absence without proper authorization or approval may be considered sufficient cause for suspension or dismissal of the employee.
- B. If an employee is absent without proper authorization, deduction shall be made from his/her pay for the period of absence.

102.409 BEREAVEMENT LEAVE

Regular employees may be granted up to a maximum of three (3) days bereavement leave to be used in case of death in an employee's immediate family (spouse, son, daughter, father, mother, brother, sister, grandparent, grandchild, or the corresponding relation by affinity, and any member of the employee's household) or extended family.

102.410 EDUCATIONAL LEAVE

An employee may be approved to receive paid or unpaid leave from regularly scheduled work to attend courses, seminars, workshops or conventions that enhance, improve or add to the knowledge, skills and performance of the employee in the employee's employment with the Commission.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 32 of 68

The determination as to when and whether an employee is granted a paid or unpaid leave shall be made by the President and Chief Executive Officer or designee. Employee requests for such leave shall be submitted in writing in advance, in a timely manner.

102.411 DISCRETIONARY LEAVE

An employee may be granted paid Discretionary Leave time off of up to three (3) calendar days for exceptional performance and/or acknowledgement of extraordinary work on behalf of and in pursuit of the Commission's mission. Discretionary Leave may be granted in increments of one (1) hour periods up to twenty-four (three- eight hour days)

102.500 COUNSELING AND DISCIPLINE

102.501 CONSTRUCTIVE COUNSELING AND DEVELOPMENT

Employees receive communication, instruction, and counseling to assist in improving performance. Oral and written instructions, counselings, and warnings are considered counseling actions and may be provided for performance development. Counseling actions are nondisciplinary in nature and, as such, clarify performance expectations, improvement needed, and contain no punitive language or specific consequence. The employee has the right to review both the employee's Personnel File and the written records pertaining exclusively to the employee in the working file retained by the supervisor with advance notice of request.

A. Counseling Between Supervisor and Employee

1. Oral Counseling (Performance, incident or behavior issue)

Discussion regarding performance or minor incident. Informal record may be purged following performance review.

2. Written Counseling (Repeated performance, incident or behavior)

- a. Used when employee fails to respond to Oral Counseling, or if the performance or issue is more serious. Instructions must be specific including examples of and ways to correct poor performance. Action is signed and dated by supervisor and employee, with a copy to employee and supervisor.
- b. The Interim Performance Review process may be considered to document performance requiring improvement to include an Improvement Plan.

B. Supervisor's Issuance of Warnings

1. Oral Warning (Violation of a rule, policy, or procedure)

Used for a minor, first time incident where the supervisor believes an oral warning will prevent repeat occurrence. Documentation may be kept by the supervisor.

2. Written Warning (Repeated misconduct or serious first time incident)

Used when employee fails to respond to previous counseling action, or the incident is more serious, signed by supervisor and employee. A copy will be given to the employee.

102.502 DISCIPLINE PROCESS

This process covers discipline for employees whose job performance, actions or behavior fall below acceptable standards. It also provides, wherever possible, for constructive and progressive steps to correct substandard performance or behavior. Severity of action taken

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 34 of 68

102.502

shall be appropriate to the cause. In most cases, the employee will be instructed and counseled in performance and development prior to implementing discipline.

REPRESENTATION:

A representative of employee's choice may be present at any meeting concerning disciplinary action or where there is probable cause to believe disciplinary action may be taken. The supervisor will provide employee with a notice of right to representation in advance, except in instances requiring immediate attention.

The following disciplinary actions must include a statement of the behavior, incident or misconduct requiring correction and consequence for failure to correct.

A. Disciplinary Action

1. **Written Reprimand** (Significant incident of misconduct or repeated incidents)

A significant first time incident of misconduct or repeated incidents not corrected through previous counseling action, signed by employee and supervisor with copy to employee, supervisor and personnel file.

2. **Suspension Pending Investigation** (Major incident of misconduct or repeated serious violations of a rule, policy, or procedure)

Involuntary, nondisciplinary absence with pay, not to exceed 30 days, to investigate and determine disciplinary action, if any. Used to maintain the reputation, morale, harmony or safety of the organization. Written Notice, with copy to personnel file, shall be issued immediately describing charges and cause, and the effective date and duration of suspension with opportunity to respond prior to departure from the worksite except in an emergency situation when oral notice may be given with written notice to follow within 24 hours.

B. Serious Disciplinary Actions Impacting Pay

1. **Suspension Without Pay**

Suspension without pay shall not exceed 30 calendar days, and shall only be applicable to non-salaried employees, as defined within the Fair Labor Standards Act and implementing regulations.

Salaried employees, as defined under the provisions of the Fair Labor Standards Act and implementing regulations, shall not be suspended without pay, except if such a suspension is imposed in good faith for infractions of safety rules of major significance. Safety rules of major significance include only those relating to the prevention of serious danger to the work place and/or other employees. Exempt status employees are, in general, not disciplined by piecemeal deductions from their pay, but are terminated, demoted or given restricted assignments.

2. **Salary Reduction**

Reduction in pay step within a salary range.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 35 of 68

102.502

3. Disciplinary Demotion

Reduction in pay step from a higher class to a lower paid class.

4. Dismissal

Discharge or removal from employment.

C. Causes for Counseling or Disciplinary Action

1. Incompetence
2. Inefficiency
3. Impaired work performance
4. Insubordination
5. Neglect of duty
6. Absence without leave
7. Dishonesty
8. Fraud in securing employment
9. Discourteous treatment of the public or other employees
10. Drinking alcoholic beverages on the job, or reporting for work while under the influence of alcohol or intoxicants
11. Illegal use or possession of drugs or controlled substances, or use of any substance which negatively impacts job performance or safety of self or others
12. Conviction of a felony or misdemeanor involving moral turpitude
13. Willful violation of any Housing Commission policy, or lawful division regulation or order
14. Conduct unbecoming a public employee or reflecting discredit upon the Housing Commission
15. Excessive unscheduled absences
16. Possession of firearms or similar explosives or weapons
17. Physical, verbal, or other threatening conduct which threatens, intimidates, seriously alarms or harasses an employee or a member of the public
18. Other cause of equal seriousness
19. Inappropriate use of Commission equipment, e.g., intranet, copiers, etc.
20. Falsification of records
21. Bribery
22. Excessive Tardiness

D. Procedures for Affecting Serious Disciplinary Action

1. Investigation:

Prior to taking any disciplinary action, an investigation by the President and Chief Executive Officer or designee into circumstances leading to the Disciplinary Action must occur.

2. Notice of Intent Procedure:

The President and Chief Executive Officer or designee issues a Notice of Intent to Take Disciplinary Action to include Suspension Without Pay, Salary Reduction, Disciplinary Demotion and Dismissal for cause. The Written Notice of Intent must be served in person or by registered mail within a reasonable

Deleted: . . . 19. Inappropriate use of Commission equipment, e.g., intranet, copiers, etc.¶
. . . 20. Falsification of records¶
. . . 21. Bribery¶
. . . 22. Excessive Tardiness¶

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 36 of 68

period following the incident and at least five (5) workdays prior to the disciplinary action becoming effective. The Notice of Intent shall include:

102.502

- a. Disciplinary action to be taken;
- b. Effective date of the action;
- c. Statement of the cause thereof;
- d. Concise statement citing the causes for discipline, explanation of the employee's acts or omissions, and specific Personnel or Housing Commission policies violated; and a statement that materials upon which the discipline is based will be made available if requested;
- e. Statement advising employee of his/her right to appeal;
- f. Statement advising of the right to representation.

3. Employee Response to Notice of Intent

An employee may respond verbally or in writing (and if verbally, follow up with written confirmation) to a Notice of Intent to Take Disciplinary Action during the period between the service of notice and the effective date of disciplinary action. The response shall be delivered to the President and Chief Executive Officer or designee as specified in the Notice.

4. Meeting to Address Employee Response

- a. The date and time to appear in response to the intended action with right to representation shall be mutually arranged without delay. The noticed disciplinary action shall be stayed (i.e. shall not become effective prior to the employee presenting the response to the intended action and a decision being made by the President and Chief Executive Officer or designee).
 - 1) The meeting shall be conducted informally.
 - 2) The employee may present any additional relevant facts.

5. Notice of Final Action

After full consideration of the employee's response, the President and Chief Executive Officer or designee may withdraw, modify or confirm the intended action and serve Final Notice of the disposition to include:

- a. A summary of the Notice of Intended Action and the result of the decision, the Final Disciplinary Action Taken and effective date and;
- b. The right to appeal with evidentiary hearing as described in Article 40 II. 6 below.

102.502

6. Appeal of Final Action

- a. Within ten (10) workdays of service of Notice of Final Disciplinary Action Taken, the employee may file a written appeal with request for evidentiary hearing in person or by registered mail to the President and Chief Executive Officer, as described below:

- 1) Request a hearing by an independent neutral hearing officer who shall be impartial. The hearing officer shall not be an employee or member of the Commission. The hearing officer shall be appointed by mutual agreement of the parties. The expense of the hearing officer shall be equally shared by the parties, who shall make a recommendation regarding the discipline to the President and Chief Executive Officer within ten (10) workdays of hearing date.

The hearing shall be held within a reasonable time of the employee request.

The hearing shall be informal. The rules of evidence shall not strictly apply but should be used as a guideline to an orderly administrative hearing. The parties shall have the right to present evidence, examine and cross-examine witnesses.

Upon closing the hearing, the hearing officer shall make written findings of fact, conclusions thereon, and a recommendation affirming, modifying or reversing the disciplinary action.

The President and Chief Executive Officer shall make a final determination based on a review of evidence and the hearing officer's recommendation, with no further hearings. If the decision of the hearing officer is not accepted, the President and Chief Executive Officer shall state the reason(s) in writing.

OR

- 2) The employee may request a hearing conducted by the President and Chief Executive Officer or designee. If the President and Chief Executive Officer selects a designee to act as the hearing officer, the identity of such designee shall be disclosed to the employee reasonably in advance of the hearing.
- a) The hearing shall be held within a reasonable time of the employee's request and will be held during business hours and within a reasonable time frame established by the President and Chief Executive Officer or designee.
- b) The decision of the President and Chief Executive Officer or designee shall be final.
- 3) If following hearing the final action taken is overturned, the employee shall be reinstated and reimbursed for all salary and benefits that would have accrued.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 38 of 68

102.503 **NONDISCIPLINARY ACTIONS**

Certain personnel actions are specifically excluded from requirements to comply with II. DISCIPLINE PROCESS above; these include:

- A. Counseling actions regarding performance or incident except where there is probable cause disciplinary action may result.
- B. Non-retention of a newly hired probationary employee.
- C. Return of a promoted probationary employee to the previous classification held for unsatisfactory performance in the new class.
- D. Denial of a pay step advancement for unsatisfactory performance.
- E. Separation from employment for reasons of physical or mental disability that cannot be reasonably accommodated, job abandonment, failure to return to work from approved leave, enforcement of the Nepotism Policy, loss of driving clearance where driving is an essential duty, or other similar nondisciplinary reasons. Nondisciplinary separation from employment may be implemented pursuant to the nondisciplinary separation from employment policy.
- F. Layoff and bumping as a result of layoff.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 39 of 68

102.600 TERMINATION OF EMPLOYMENT

102.601 REASONS FOR EMPLOYMENT TERMINATION

The President and Chief Executive Officer, as Appointing Authority, may separate employees from employment as necessary and as provided by these policies. Reasons for employee termination from employment include dismissal by disciplinary action (Policy 102.500), resignation, death, nondisciplinary absence or disability, retirement, and layoff.

102.602 RESIGNATION

- A. An employee who desires to terminate his/her employment shall submit a written resignation at least two weeks before intended resignation date.
- B. In the case of the death of an employee, his/her estate shall be paid all wages or salaries and annual leave accrued, the amount of the same to be determined as though the employee had voluntarily terminated his/her employment.

102.603 NONDISCIPLINARY SEPARATION FROM EMPLOYMENT

- A. The President and Chief Executive Officer may initiate nondisciplinary separation from employment of an employee for reasons of physical or mental disability that cannot be reasonably accommodated, job abandonment, failure to return to work following an approved leave, enforcement of the nepotism policy or other similar nondisciplinary reasons. Employees in positions which require driving as an essential duty may be subject to nondisciplinary separation from employment in the event of denial/exclusions of coverage by the insurance carrier or failure to maintain a valid driver's license.
- B. The President and Chief Executive Officer shall provide written notice to any Regular status employee separated from employment for nondisciplinary reasons. The effective date of employment termination may be determined by the President and Chief Executive Officer to be the last actual day at work or the date the written notice is signed or a future date. Upon receipt of notice of nondisciplinary separation from employment, the employee may accept the decision or within ten (10) calendar days initiate one of the following:
 - 1. Submit a written request to the President and Chief Executive Officer for informal reconsideration of the employment separation decision. Such request must include statement of facts or information which the employee believes will give the President and Chief Executive Officer good reason to change the termination decision. The President and Chief Executive Officer will respond to any such request for informal reconsideration.

OR

- 2. Submit the decision for review as established by the final step of the Grievance Procedure Article of the Memorandum of Understanding for employees in classifications with a bargaining unit representation. Other employees may request formal review by a designee of the President and Chief Executive Officer with a written report for final determination by the President and Chief Executive Officer.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 40 of 68

102.604 RETIREMENT

An employee planning to retire shall submit a written notice at least thirty (30) days before the effective date of retirement.

102.605 LAYOFFS

- A. Seniority when used for layoff purposes is defined as the total length of continuous Regular service with the Housing Commission and authorized absence. The President and Chief Executive Officer may authorize layoff of employees within the agency, a division, department or work unit as follows:

When one or more employees performing in the same classification are to be laid off for lack of work, reorganization, or purposes of economy, the order of layoff shall be as follows:

1. All Temporary employees within affected classification(s).
2. All Regular employees serving in a Temporary assignment in the affected classification shall return to their Regular position/classification.
3. All probationary employees within affected classification(s) who have not completed new hire probation.
4. a. Nonunion-Represented Classes

All Regular employees based on work performance; those with best work performance will be laid off last. Performance shall be defined as performance for the previous five (5) years of continuous Regular service at the Housing Commission. In the case of equal work performance records, employees with least seniority shall be laid off first. The following shall be utilized in determining layoff order:

For each annual evaluation: An overall rating of "meets or exceeds" (Yes on new performance evaluation form) will equal one point; "outstanding" rating will equal two points; "does not meet or exceed" (No on form) will result in no points. (On old evaluation forms 1=0 points; 2,3,4=1 point; and 5=2 points.) One bonus point will be added for each two consecutive years of outstanding performance (2+2=5). Layoffs will be in reverse order of total accumulated points as an SDHC employee.

An affected employee shall be allowed to be reassigned to lateral classifications or demoted to lower classifications if: (1) the employee held the lateral or lower classification and is determined to be more qualified than an incumbent, (2) the employee held the lateral or lower classification and has an equal overall work performance record and seniority over the incumbent, or (3) a position is vacant in a classification for which the employee is qualified. Employees reassigned to lateral classifications shall have their salaries adjusted in accordance with the lateral reassignment policies. Employees accepting demotion shall have their salaries adjusted in accordance with the demotion policies.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 41 of 68

102.605

Requests for voluntary demotion or lateral reassignment must be made in writing to Human Resources within five (5) workdays after receipt of layoff notice.

Employees "bumped" by the foregoing shall, for purposes of this policy, be treated as notified of layoff and the same rights will apply.

The names of Regular employees laid off shall be entered upon a re-employment list in the inverse order that they are laid off. The person ranking highest on the re-employment list for a particular classification shall be offered the appointment when a vacancy exists in that classification. Employees on any re-employment list may accept a vacancy in a lower classification for which they are qualified, and retain the right to fill the first vacancy which occurs in the classification from which they were laid off. New hire probation shall not be required for laid off employees who previously attained Regular status upon re-employment from the list to their laid off class. Employees recalled from layoff shall have prior accrued seniority restored.

Employees shall lose their seniority for the following reasons: (1) discharge, (2) resignation, (3) failure to return to work when recalled from layoff as set forth in the recall procedure, (4) failure to return to work after expiration of a formal leave of absence, (5) retirement, and (6) layoff for a continuous period of one year.

Employees subject to layoff shall be given at least ten (10) workdays written notice prior to the effective date of layoff. It shall be clearly stated on all papers prepared in connection with the layoff that the transaction in no way reflects on the employee's performance except that performance shall be considered in determining order of layoff.

b. Employees in Union-Represented Classes

Regular employees with least seniority within the affected classification(s) shall be laid off first. Time spent in an equal or higher classification shall be included for the purpose of overall time in the affected classification. In the event of a tie, the President and Chief Executive Officer shall have final discretion that shall consider the employee's length of total continuous Regular service with the Housing Commission, documented performance within the preceding five-year period, specialized skills and training, and the operational and program needs of the Housing Commission. Complete provisions of Seniority and Layoff for union-represented classifications are contained in the Memorandum of Understanding, Article 17.

102.700 GRIEVANCE PROCEDURE

102.701 PURPOSE

The Housing Commission recognizes the benefit of providing an orderly and expeditious method for resolving problems which may arise from working relationships and conditions. It is the policy of the Housing Commission to provide an orderly method for processing grievances in the interest of obtaining fair and equitable solutions.

102.702 RULES AND REGULATIONS

- A. Except where a remedy is otherwise provided for by law, any employee shall have the right to present a grievance arising from his/her employment in accordance with the rules and regulations of this procedure.
- B. All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The grievant shall have the assurance that filing a grievance will not result in reprisal of any nature.
- C. The aggrieved employee shall have the right to be represented or accompanied by a person of the employee's choice if the complaint is not resolved at the informal level as provided for in Step 1 of the grievance procedure. This right to representation commences when the grievance is presented in writing to the immediate supervisor, as provided in Step 2 of the grievance procedure. The employee may request accompaniment by a representative or another worker during the informal meeting with the immediate supervisor as provided in Step 1 of the grievance procedure.
- D. The processing of a grievance shall be considered as official business, and the employee and his/her representative shall have reasonable time and facilities allocated to investigate, prepare and present a grievance. The use of office time for the purpose shall not be excessive, nor shall this privilege be abused.
- E. In gathering information on a grievance, a grievant or representative may discuss the grievance with employees immediately concerned after obtaining permission from their immediate supervisor; and review all documents, records or data utilized in the action. A list of such employees must be submitted to the Human Resources Officer in advance.

Upon obtaining permission from their immediate supervisor, an employee shall be permitted to leave the normal work area during on-duty time for such time as is necessary for assisting an employee in preparing and presenting a grievance. The employee representative shall obtain permission from the grievant's immediate supervisor. The grievant's immediate supervisor shall have the right to make arrangements for the employee representative to contact the grievant at a location other than the work area.

If, in the opinion of the employee representative's supervisor or the grievant's supervisor, the time requested by the representative would unduly interfere with the maintenance of an adequate level of service, permission may be denied, but must be arranged within 48 hours.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 43 of 68

102.702

- F. Certain time limits in the grievance procedure are designed to settle a grievance quickly. It is realized, however, that occasionally the parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned.
- G. Failure of the employee to file an appeal within an agreed time limit for any step of the procedure shall constitute abandonment of the grievance. Management personnel involved shall abide by the prescribed time limits. Failure to do so without good cause shall be considered an automatic ruling in favor of the grievant in any instance where management would have had the authority to grant such settlement. No such ruling shall be considered precedent-setting.
- H. Any person responsible for conducting any conference, meeting or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.
- I. Standard grievance forms will be made available through each division.
- J. When two or more employees experience a common grievance, they may initiate a single grievance proceeding. If the employees do not have a common supervisor, the grievance shall be presented to the division head at Step 3 of the procedure. If the employees work in separate divisions, the grievance shall be presented to the President and Chief Executive Officer at Step 4 of the procedure.
- K. At any formal hearing, the employee and management have the right to produce evidence and present witnesses to the benefit of their cases, and shall have the right of confrontation and cross-examination of any witnesses so presented. Such hearings shall not be bound to any of the rules of evidence governing trial procedure.

102.703

DEFINITIONS

- A. **Day/Calendar Day**
The time period for grievance purposes begins on the first day following the day the grievance is filed or submitted to the next step. When the time period for a given step in the grievance procedure ends on either a weekend or a holiday, it shall be automatically extended to the next regular workday.
- B. **Division Head**
The administrative head or acting head of the division involved, or a designated representative.
- C. **Employee**
An individual appointed by the President and Chief Executive Officer of the Housing Commission to any permanent position within the Housing Commission programs.
- D. **President and Chief Executive Officer**
The President and Chief Executive Officer of the Housing Commission or a designated representative.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 44 of 68

102.703

E. Grievance

A grievance is a complaint relating to any phase of an employee's employment or working conditions which the employee believes has been adversely affected because of a misunderstanding, or difference in interpretation, or violation of the written policies relating to the employment of the individual, provided, however, that such claim or charge shall not include an action otherwise reviewable pursuant to the law. This procedure does not apply to disagreements over performance evaluations.

F. Immediate Supervisor

The individual who assigns, reviews or directs the work of an employee.

G. Representative

The person selected by the employee to appear along with the employee in the presentation of a grievance.

102.704

GRIEVANCE PROCEDURE

Step 1: When an employee becomes aware that a problem exists, the employee shall discuss the matter informally with the lowest ranking immediate supervisor. The employee may request accompaniment by a representative or another worker during the informal meeting with the immediate supervisor. This discussion shall be sought by the employee not later than thirty (30) calendar days after the alleged problem occurred or was discovered.

The provisions outlined in Steps 2, 3, and 4 do not act to restrict the employee or the immediate supervisor from seeking advice and counsel when it appears that settlement can be reached informally.

Step 2: If within seven (7) calendar days a mutually acceptable solution has not been reached in Step 1, the grievant shall submit it in writing on the standard grievance form to the immediate supervisor within three (3) workdays. The grievant shall submit a copy of the written grievance to the Personnel Director on the same day as presentation to the immediate supervisor. The supervisor has three (3) workdays to respond in writing to the grievance.

Step 3: The grievant has seven (7) calendar days to submit the immediate supervisor's decision for review by the division head. The division head shall give notice and hear the grievance and render a written decision within seven (7) calendar days of receipt of the formal grievance from the employee.

Step 4: If the employee is dissatisfied with the decision of the division head, he/she may, within seven (7) calendar days of receipt of the reply, request a review by the President and Chief Executive Officer. The President and Chief Executive Officer shall review the grievance and render a written decision within a reasonable period of time. The President and Chief Executive Officer's decision shall be final and binding.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 45 of 68

102.800 SAFETY

102.801 It is the policy of the Housing Commission to provide a safe place to work, using the Occupational Safety and Health Act (OSHA) standards as a guide.

Employees shall observe all safety regulations and requirements given verbally or in writing by the properly constituted authorities. An employee, in addition to guarding his/her own safety and the Commission's property, shall seek to safeguard his/her fellow workers and other people affected by his/her work. An employee shall report to his/her supervisor any accident, illness or disease occurring to himself/herself arising out of employment and shall, if observing, report any apparent unsafe condition to his/her supervisor. The supervisor shall consider each situation on a case by case basis and may consider administrative leave, referral, or approve annual leave or other option to safeguard the workplace.

Employees must, as a condition of employment, be insurable under the normal premium of the Housing Commission's liability insurance.

When an employee is personally threatened by an individual as a direct result of his/her working relationship with the Housing Commission, the employee may request that the Housing Commission conduct a prompt investigation to determine whether any one or more of the following actions would be appropriate:

- A. Work reassignment;
- B. Temporary transfer to another position or work location;
- C. Other actions as may be deemed appropriate;
- D. If the investigation shows that the personal threat interferes with the employee's performance of his/her job duties, the Housing Commission will request injunctive Court action against the threatening individual(s) in conformance with Code of Civil Procedure, Section 527.6, prohibiting harassment.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 46 of 68

102.900 STANDARDS OF CONDUCT

102.901 BACKGROUND

The maintenance of high standards of honesty, integrity and impartiality by public employees is essential for the proper performance of public business and the maintenance of confidence by citizens in their government. To inform the public and Commission employees as to the specific application of this principle, this policy prescribes the Commission's standards of conduct for outside employment, financial property or other personal interests, compliance with policies, administrative regulations, procedures, equal opportunity, contracting and procurement, and drug free workplace issues, and other actions or activities which may be incompatible with the proper discharge of official employment or duties with the Commission, real or apparent.

102.902 PURPOSE

To summarize standards for professional conduct which apply equally to all employees regardless of individual job duties and responsibilities. This policy is not intended to replace or negate the provisions or requirements of any local, state or federal law, rule, regulation or contract provision applicable to Commission employees.

102.903 POLICY

No employee of the Commission shall engage in any business or transaction or shall have a financial property, or other personal interest, direct or indirect, which is incompatible with the proper discharge or official duties or would tend to impair independence, judgment or action in the performance of such duties or could reasonably be inferred that such interest, real or apparent, is in violation or incompatible with the disclosure requirements of the San Diego Housing Commission Conflict of Interest Code Policy, Contracting and Procurement Policy, the Standards of Conduct and disclosure requirements contained in this Personnel Policy, and the implementing Administrative Regulations. All employees are responsible for reading and complying with the provisions previously stated. No employee shall engage in any enterprise or activity which shall result in any of the following:

- A. Using the prestige or influence of official Commission employment for private gain or advantage of oneself or another.
- B. Using time, facilities, equipment or supplies of the Commission for the private gain or advantage of oneself or another.
- C. Using official information or information of a confidential nature not available to the general public for private gain or advantage of oneself or another.
- D. Receiving or accepting money gifts or other consideration from anyone other than the Commission for the performance of acts done in the regular course of employment or duty.
- E. Receiving or accepting, directly or indirectly, any gift or favor from anyone associated with the Housing Commission or doing business with the Commission under circumstances from which it could reasonably be inferred that such was intended to influence official employment or duties, or as a reward for official action.

Subject: PERSONNEL POLICIES

Number: PO102.000

Effective: 7/1/07

Page 47 of 68

102.903

- F. Engaging in or accepting private employment or rendering services for private interests or the interest of another, when such is incompatible with the proper discharge of official employment or duties, or which could reasonably be inferred of such a conflict.
- G. Engaging in unlawful discrimination or harassment.
- H. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or illegal drug in the workplace or during work hours. The unlawful possession or use of controlled substance or illegal drug.

Every employee shall disclose completely the nature and extent of any participation or interest, direct or indirect, which might conflict with official responsibilities or duties or could reasonably be inferred as such a conflict. Every employee shall notify the President and Chief Executive Officer, in writing, of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

Each employee shall conduct himself/herself in a manner that is courteous, considerate, and prompt in dealing with the public and with persons or organizations having business with the Commission. In relating to clientele, employees should endeavor to balance sensitivity with a professional distance. Employees shall not engage in criminal, infamous, dishonest, immoral or disgraceful conduct prejudicial to the Commission.

Violators of this policy are subject to appropriate disciplinary action.

102.904

IMPLEMENTATION

The President and Chief Executive Officer shall formulate, adopt and amend as necessary reasonable standards and procedures including applicable Administrative Regulations to ensure conformance to this policy.

History

Adopted: July 1, 1979

Revised: October 1, 1998; July 1, 2001; July 1, 2004; July 1, 2005; July 1, 2007

Classification and Pay Plan**Effective July 1, 2007 (Start of Pay Period)**

(Start of Pay Period in which the first day of the fiscal year begins)

"M" SCHEDULE

Range	OC	OT/BU	Classification	Type	Minimum	Maximum
M 50	A	Ex/M	President & Chief Executive Officer	Hrly. Rate	56.55	84.36
				BiWk. Equiv.	4,524.00	6,748.80
				Ann. Equiv.	117,624.00	175,468.80
M48	A	Ex/M	Executive Vice President & Chief Operating Officer	Hrly. Rate	51.04	72.11
				BiWk. Equiv.	4,083.20	5,768.80
				Ann. Equiv.	106,163.20	149,988.80
M47	--	--	--	Hrly. Rate	45.53	62.70
				BiWk. Equiv.	3,642.40	5,016.00
				Ann. Equiv.	94,702.40	130,416.00
M45	A	Ex/M	Director of Business Services	Hrly. Rate	37.91	55.75
			Director of Communication & Strategy	BiWk. Equiv.	3,032.80	4,460.00
			Director of Facilities	Ann. Equiv.	78,852.80	115,960.00
			Director of Financial Services			
			Director of Housing Finance & Development			
M44	--	--	--	Hrly. Rate	34.09	52.26
				BiWk. Equiv.	2,727.20	4,180.80
				Ann. Equiv.	70,907.20	108,700.80
M 34	C	Ex/M	Secretary to the President & Chief Executive Officer	Hrly. Rate	22.04	31.56
				BiWk. Equiv.	1,763.20	2,524.80

Ann. Equiv.

45,843.20

65,644.80

"S" SCHEDULE

Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
S42	B	Ex/S	Asst Director of Housing Programs *	Hrly. Rate	32.58	34.21	35.92	36.82	37.74	38.68	39.65
				BiWk.	2,606.40	2,736.80	2,873.60	2,945.60	3,019.20	3,094.40	3,172.00
				Ann. Equiv.	67,766.40	71,156.80	74,713.60	76,585.60	78,499.20	80,454.40	82,472.00
	B	Ex/S	Budget Officer *	Equiv.							
	B	Ex/S	Housing Construction Officer *								
	B	Ex/S	Human Resources Officer *								
	B	Ex/S	Information Technology Officer *								
S41	B	Ex/A	Financial Specialist *	Hrly. Rate	31.02	32.57	34.20	35.05	35.93	36.83	37.75
				BiWk.	2,481.60	2,605.60	2,736.00	2,804.00	2,874.40	2,946.40	3,020.00
	B	Ex/A	Loan Management Supv. *	Ann. Equiv.	64,521.60	67,745.60	71,136.00	72,904.00	74,734.40	76,606.40	78,520.00
	D	Ex/A	Policy Advisor to the President & CEO*	Equiv.							
	D	Ex/S	Project Manager *								
S40	--	--	--	Hrly. Rate	29.55	31.02	32.57	33.39	34.22	35.08	35.96
				BiWk.	2,364.00	2,481.60	2,605.60	2,671.20	2,737.60	2,806.40	2,876.80
				Ann. Equiv.	61,464.00	64,521.60	67,745.60	69,451.20	71,177.60	72,966.40	74,796.80
S39	B	Ex/S	Accounting Supervisor *	Hrly. Rate	28.14	29.54	31.02	31.80	32.59	33.41	34.24
				BiWk.	2,251.20	2,363.20	2,481.60	2,544.00	2,607.20	2,672.80	2,739.20
	B	Ex/A	Associate Project Manager *	Ann. Equiv.	58,531.20	61,443.20	64,521.60	66,144.00	67,787.20	69,492.80	71,219.20
	B	Ex/A	Community Liaison *	Equiv.							
	B	Ex/A	Organizational Training Spec. *								
	B	Ex/A	Principal Accountant *								
	B	Ex/A	Principal HR Analyst *								
	B	Ex/A	Senior Budget Analyst *								
B	Ex/A	Senior Program Analyst *									
S38	D	Pre/O	Housing Construction Spec.	Hrly. Rate	26.80	28.14	29.54	30.28	31.04	31.81	32.61
				BiWk.	2,144.00	2,251.20	2,363.20	2,422.40	2,483.20	2,544.80	2,608.80
	B	Ex/A	Sr. HR Analyst *	Ann. Equiv.	55,744.00	58,531.20	61,443.20	62,982.40	64,563.20	66,164.80	67,828.80
	T	Ex/A	Sr. Information Technology Analyst *	Equiv.							
B	Ex/S	Supv Resident Initiatives Coord *									
S37	B	Ex/A	Community Relations Spec. *	Hrly. Rate	25.51	26.79	28.13	28.83	29.55	30.29	31.05
				BiWk.	2,040.80	2,143.20	2,250.40	2,306.40	2,364.00	2,423.20	2,484.00
B	Ex/S	Housing Supervisor *	Equiv.								

Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	T	Ex/A	Information Technology Analyst *	Ann.	53,060.80	55,723.20	58,510.40	59,966.40	61,464.00	63,003.20	64,584.00
	B	Ex/A	Senior Accountant *	Equiv.							
	B	Ex/A	Sr. Resident Initiatives Coord. *								
S36	B	Ex/A	Contracts Analyst	Hrly. Rate	24.31	25.53	26.81	27.48	28.16	28.87	29.59
				BiWk.	1,944.80	2,042.40	2,144.80	2,198.40	2,252.80	2,309.60	2,367.20
	B	Ex/A	Human Resources Analyst	Equiv.							
				Ann.	50,564.80	53,102.40	55,764.80	57,158.40	58,572.80	60,049.60	61,547.20
	B	Ex/A	Program Analyst	Equiv.							
S35	--	--	--	Hrly. Rate	23.15	24.31	25.52	26.16	26.81	27.49	28.17
				BiWk.	1,852.00	1,944.80	2,041.60	2,092.80	2,144.80	2,199.20	2,253.60
				Equiv.							
				Ann.	48,152.00	50,564.80	53,081.60	54,412.80	55,764.80	57,179.20	58,593.60
				Equiv.							
S34	B	Ex/A	Accountant	Hrly. Rate	22.04	23.15	24.30	24.91	25.53	26.17	26.83
				BiWk.	1,763.20	1,852.00	1,944.00	1,992.80	2,042.40	2,093.60	2,146.40
	B	Ex/A	Budget Analyst	Equiv.							
				Ann.	45,843.20	48,152.00	50,544.00	51,812.80	53,102.40	54,433.60	55,806.40
	B	Ex/M	Docket Coordinator	Equiv.							
	B	Ex/A	Fiscal Services Specialist								
	T	Ex/O	Loan Servicing Specialist								
	T	Ex/A	PIU Hearing Coordinator								
S33	B	Ex/S	Asst. Hsg. Property Supv.	Hrly. Rate	21.00	22.05	23.15	23.73	24.32	24.93	25.55
				BiWk.	1,680.00	1,764.00	1,852.00	1,898.40	1,945.60	1,994.40	2,044.00
	B	Ex/A	Housing Specialist	Equiv.							
			Information Technology Specialist	Ann.	43,680.00	45,864.00	48,152.00	49,358.40	50,585.60	51,854.40	53,144.00
	B	Ex/A		Equiv.							
S32	P	Pre/A	Contracts Compliance Asst.	Hrly. Rate	20.01	21.01	22.06	22.61	23.17	23.75	24.35
				BiWk.	1,600.80	1,680.80	1,764.80	1,808.80	1,853.60	1,900.00	1,948.00
	T	Pre/O	Housing Inspector	Equiv.							
				Ann.	41,620.80	43,700.80	45,884.80	47,028.80	48,193.60	49,400.00	50,648.00
	T	Ex/O	Loan Production Specialist	Equiv.							
	D	Pre/S	Maintenance Supervisor								
	B	Pre/O	Resident Initiatives Coord.								
	P	Pre/A	Senior Administrative Assistant								
	P	Pre/M	Senior Human Resources Tech.								
S31	C	Pre/O	Senior Accounting Technician	Hrly. Rate	19.07	20.02	21.02	21.55	22.09	22.64	23.21
				BiWk.	1,525.60	1,601.60	1,681.60	1,724.00	1,767.20	1,811.20	1,856.80
	T	Pre/O	Senior Housing Assistant	Equiv.							
				Ann.	39,665.60	41,641.60	43,721.60	44,824.00	45,947.20	47,091.20	48,276.80
	C	Pre/M	Wage Services Technician								

				Equiv.							
Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
S30	C	Pre/M	Executive Secretary	Hrly. Rate	18.14	19.04	20.00	20.50	21.01	21.53	22.07
				BiWk.	1,451.20	1,523.20	1,600.00	1,640.00	1,680.80	1,722.40	1,765.60
				Equiv. Ann.	37,731.20	39,603.20	41,600.00	42,640.00	43,700.80	44,782.40	45,905.60
S29	C	Pre/O	Administrative Assistant	Hrly. Rate	17.27	18.14	19.05	19.52	20.01	20.51	21.02
				BiWk.	1,381.60	1,451.20	1,524.00	1,561.60	1,600.80	1,640.80	1,681.60
				Equiv. Ann.	35,921.60	37,731.20	39,624.00	40,601.60	41,620.80	42,660.80	43,721.60
S28	C	Pre/O	Accounting Technician	Hrly. Rate	16.45	17.28	18.14	18.59	19.06	19.53	20.02
				BiWk.	1,316.00	1,382.40	1,451.20	1,487.20	1,524.80	1,562.40	1,601.60
				Equiv. Ann.	34,216.00	35,942.40	37,731.20	38,667.20	39,644.80	40,622.40	41,641.60
Z27	D	Pre/O	Maintenance Technician II	Hrly. Rate	16.44	17.26	18.12	18.57	19.04	19.51	20.00
				BiWk.	1,315.20	1,380.80	1,449.60	1,485.60	1,523.20	1,560.80	1,600.00
				Equiv. Ann.	34,195.20	35,900.80	37,689.60	38,625.60	39,603.20	40,580.80	41,600.00
S27	C	Pre/O	Information Technology Technician	Hrly. Rate	15.69	16.47	17.30	17.73	18.17	18.63	19.09
				BiWk.	1,255.20	1,317.60	1,384.00	1,418.40	1,453.60	1,490.40	1,527.20
				Equiv. Ann.	32,635.20	34,257.60	35,984.00	36,878.40	37,793.60	38,750.40	39,707.20
S26	C	Pre/O	Senior Office Assistant	Hrly. Rate	14.92	15.67	16.45	16.86	17.28	17.71	18.16
				BiWk.	1,193.60	1,253.60	1,316.00	1,348.80	1,382.40	1,416.80	1,452.80
				Equiv. Ann.	31,033.60	32,593.60	34,216.00	35,068.80	35,942.40	36,836.80	37,772.80
Z25	C	Pre/O	Accounting Assistant	Hrly. Rate	14.91	15.66	16.44	16.85	17.27	17.70	18.15
				BiWk.	1,192.80	1,252.80	1,315.20	1,348.00	1,381.60	1,416.00	1,452.00
				Equiv. Ann.							

Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
				Ann. Equiv.	31,012.80	32,572.80	34,195.20	35,048.00	35,921.60	36,816.00	37,752.00
S25	C	Pre/O	Accounting Assistant	Hrly. Rate	14.22	14.93	15.68	16.07	16.48	16.89	17.31
				BiWk.	1,137.60	1,194.40	1,254.40	1,285.60	1,318.40	1,351.20	1,384.80
	T	Pre/O	Housing Assistant I	Equiv. Ann.	29,577.60	31,054.40	32,614.40	33,425.60	34,278.40	35,131.20	36,004.80
	C	Pre/O	Resident Manager II	Equiv.							
S24	C	Pre/O	Client Services Receptionist	Hrly. Rate	13.53	14.20	14.91	15.29	15.67	16.06	16.46
				BiWk.	1,082.40	1,136.00	1,192.80	1,223.20	1,253.60	1,284.80	1,316.80
	C	Pre/O	Office Assistant II	Equiv. Ann.	28,142.40	29,536.00	31,012.80	31,803.20	32,593.60	33,404.80	34,236.80
	C	Pre/O	Storekeeper	Equiv.							
S23	C	Pre/O	Information Technology Assistant	Hrly. Rate	12.89	13.54	14.21	14.57	14.93	15.30	15.69
				BiWk.	1,031.20	1,083.20	1,136.80	1,165.60	1,194.40	1,224.00	1,255.20
	D	Pre/O	Maintenance Technician I	Equiv. Ann.	26,811.20	28,163.20	29,556.80	30,305.60	31,054.40	31,824.00	32,635.20
	C	Pre/O	Office Assistant I	Equiv.							
S22	--	--	--	Hrly. Rate	12.28	12.89	13.54	13.88	14.22	14.58	14.94
				BiWk.	982.40	1,031.20	1,083.20	1,110.40	1,137.60	1,166.40	1,195.20
				Equiv. Ann.	25,542.40	26,811.20	28,163.20	28,870.40	29,577.60	30,326.40	31,075.20
				Equiv.							
S21	--	--	--	Hrly. Rate	11.70	12.29	12.90	13.22	13.55	13.89	14.24
				BiWk.	936.00	983.20	1,032.00	1,057.60	1,084.00	1,111.20	1,139.20
				Equiv. Ann.	24,336.00	25,563.20	26,832.00	27,497.60	28,184.00	28,891.20	29,619.20
				Equiv.							
S20	C	Pre/O	Housing Aide II	Hrly. Rate	10.35	10.87	11.41	11.70	11.99	12.29	12.60
				BiWk.	828.00	869.60	912.80	936.00	959.20	983.20	1,008.00
				Equiv. Ann.	21,528.00	22,609.60	23,732.80	24,336.00	24,939.20	25,563.20	26,208.00
				Equiv.							
S19	--	--	--	Hrly. Rate	9.30	9.77	10.26	10.51	10.78	11.05	11.32
				BiWk.	744.00	781.60	820.80	840.80	862.40	884.00	905.60
				Equiv.							

Ann. Equiv.	19,344.00	20,321.60	21,340.80	21,860.80	22,422.40	22,984.00	23,545.60
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Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
S18	C	Pre/O	Housing Aide I	Hrly. Rate	8.79	9.23	9.69	9.94	10.18	10.44	10.70
				BiWk. Equiv.	703.20	738.40	775.20	795.20	814.40	835.20	856.00
				Ann. Equiv.	18,283.20	19,198.40	20,155.20	20,675.20	21,174.40	21,715.20	22,256.00

MISCELLANEOUS TEMPORARY CLASSIFICATIONS & HOURLY PAY RATES

Range	OC	OT/BU	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
TSR	B	Ex/T	Scholar in Residence	25.40	26.67	28.00	28.70	29.42	30.15	30.91
TSI	C	Pre/T	Student Intern (Paid)	11.06	11.61	12.19	12.49	12.81	13.13	13.45
THA	O	Pre/T	Housing Services Aide	7.73	8.11	8.52	8.73	8.95	9.18	9.40
TAT	O	Pre/T	Housing Aide Trainee	7.73	8.11	8.52	8.73	8.95	9.18	9.40

Pay for the following classifications are based on HUD minimum wage requirements, or temporary and limited scope of duties, and/or specific terms and conditions of appointment:

Maintenance Technician Trainee: On the job training program for residents or Section 8 Program participants to qualify for Maintenance Technician I (or similar employment).

Contract Employee: Employment by contract agreement for professional services external to the merit process, budget, and classification and pay plan for specific scope of work and duration, and without employment rights or benefits other than those required by law or under terms of the contract.

Restricted Employee: Appointment to a Special Housing/Employment Program with requirements other than merit under which employees are selected and funded by State, Federal, or local agency; or to provide on the job training to public housing residents and Section 8 participants to enhance economic development and self sufficiency on a short term, on-call, or seasonal basis.

Site Contacts: Residents paid in accordance with HUD pay limitations as on-site residential contacts.

OC = Occupational Category:

- A - Manager/Administrator
- B - Professional
- C - Clerical/Admin Support
- D - Crafts/Kindred
- P - Paraprofessional
- T - Technical

OT = Overtime Designation:

- Pre - Premium Overtime Compensation
- Ex - Exempt from Overtime Compensation

BU = Bargaining Unit Designation:

- M - Management or Confidential (nonunion - represented)
- S - Supervisory (nonunion - represented)
- A - Administrative/Professional (nonunion - represented)
- O - Office/Clerical/Technical (union - represented)
- T - Temporary Employee (nonunion - represented)

NOTES:

M Schedule Salary ranges on Management (M) Schedule derived by adding the percent increase to each hourly minimum and maximum of the range.

S Schedule Salary steps on Staff (S) Schedule derived by adding the percent increase to each hourly step. Annual salary equivalent is derived from hourly rate multiplied by 2,080 (number of work hours in a year). Biweekly rate is derived from annual salary divided by 26 paychecks. Amounts subject to rounding.

E Class	* Extended Range "E" Class designates appointments that may be made to the range directly above or below the designated classification range based on specific qualifications and duties assigned.
Z Range	Incumbents in the Maintenance Technician II and Accounting Assistant classifications as of September 30, 1998 shall be paid according to the Z range for the classification. Z range is defined as a special range for incumbents effective January 1, 1999 pursuant to negotiated Memorandum of Understanding. After September 30, 1998 newly hired or appointed incumbents to those classes will be paid according to the S range.
Trainee	A "Trainee" designation is paid at a rate of 15% below the entry level classification and advanced to Step 1 of the targeted classification upon meeting minimum requirements.
Reinstatement	The re-hire of an employee to a class satisfactorily held or to a comparable or lower class in which satisfactory service was rendered or to any comparable or lower class in the same occupational series provided the minimum requirements are met and the request is within one year of separation or voluntary demotion.
Retired Returnee	An employee retired from the SDHC Defined Contribution Pension Plan may be appointed to a position at the same or comparable level of pay, requiring special skills or knowledge without competition, for a period not to exceed 180 days in any fiscal year.
Volunteer	An individual designated to perform specific workplace tasks on a non-paid status.
Minimum Wage	Hourly rates will be adjusted up to meet Federal Minimum Wage requirements as minimum wage rates change.
Classification and Pay Plan Updates	Classification titles, new classes, and salary ranges may be updated pursuant to Personnel Policies and adopted Budget.
Mandatory Facility Closure	A mandatory (unpaid) four-day facility closure in FY08 only, to occur on December 24, 26, 27 & 28, 2007.

Classification and Pay Plan

Effective July 1, 2008 (Start of Pay Period)

(Start of Pay Period in which the first day of the fiscal year begins)

"M" SCHEDULE

Range	OC	OT/BU	Classification	Type	Minimum	Maximum
M 50	A	Ex/M	President & Chief Executive Officer	Hrly. Rate	57.81	86.05
				BiWk. Equiv.	4,624.80	6,884.00
				Ann. Equiv.	120,244.80	178,984.00
M48	A	Ex/M	Executive Vice President & Chief Operating Officer	Hrly. Rate	52.06	73.55
				BiWk. Equiv.	4,164.80	5,884.00
				Ann. Equiv.	108,284.80	152,984.00
M47	--	--	--	Hrly. Rate	46.44	63.95
				BiWk. Equiv.	3,715.20	5,116.00
				Ann. Equiv.	96,595.20	133,016.00
M45	A	Ex/M	Director of Business Services	Hrly. Rate	38.66	56.87
			Director of Communication & Strategy	BiWk. Equiv.	3,092.80	4,549.60
			Director of Facilities	Ann. Equiv.	80,412.80	118,289.60
			Director of Financial Services			
			Director of Housing Finance & Development			
M44	--	--	--	Hrly. Rate	34.77	53.31
				BiWk. Equiv.	2,781.60	4,264.80
				Ann. Equiv.	72,321.60	110,884.80
M 34	C	Ex/M	Secretary to the President & Chief Executive Officer	Hrly. Rate	22.48	32.19
				BiWk. Equiv.	1,798.40	2,575.20
				Ann. Equiv.	46,758.40	66,955.20

"S" SCHEDULE

Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
S42	B	Ex/S	Asst Director of Housing Programs *	Hrly. Rate	33.23	34.89	36.64	37.56	38.49	39.46	40.44
				BiWk.	2,658.40	2,791.20	2,931.20	3,004.80	3,079.20	3,156.80	3,235.20
				Equiv. Ann.	69,118.40	72,571.20	76,211.20	78,124.80	80,059.20	82,076.80	84,115.20
	B	Ex/S	Budget Officer *	Equiv.							
	B	Ex/S	Housing Construction Officer *								
	B	Ex/S	Human Resources Officer *								
	B	Ex/S	Information Technology Officer *								
S41	B	Ex/A	Financial Specialist *	Hrly. Rate	31.64	33.22	34.88	35.76	36.65	37.57	38.51
				BiWk.	2,531.20	2,657.60	2,790.40	2,860.80	2,932.00	3,005.60	3,080.80
	B	Ex/A	Loan Management Supv. *	Equiv. Ann.	65,811.20	69,097.60	72,550.40	74,380.80	76,232.00	78,145.60	80,100.80
	D	Ex/A	Policy Advisor to the President & CEO*	Equiv.							
	D	Ex/S	Project Manager *								
S40	--	--	--	Hrly. Rate	30.14	31.65	33.23	34.06	34.91	35.78	36.68
				BiWk.	2,411.20	2,532.00	2,658.40	2,724.80	2,792.80	2,862.40	2,934.40
				Equiv. Ann.	62,691.20	65,832.00	69,118.40	70,844.80	72,612.80	74,422.40	76,294.40
				Equiv.							
S39	B	Ex/S	Accounting Supervisor *	Hrly. Rate	28.70	30.13	31.64	32.43	33.24	34.07	34.92
				BiWk.	2,296.00	2,410.40	2,531.20	2,594.40	2,659.20	2,725.60	2,793.60
	B	Ex/A	Associate Project Manager *	Equiv. Ann.	59,696.00	62,670.40	65,811.20	67,454.40	69,139.20	70,865.60	72,633.60
	B	Ex/A	Community Liaison *	Equiv.							
	B	Ex/A	Organizational Training Spec. *								
	B	Ex/A	Principal Accountant *								
	B	Ex/A	Principal HR Analyst *								
	B	Ex/A	Senior Budget Analyst *								
S38	D	Pre/O	Housing Construction Spec.	Hrly. Rate	27.33	28.70	30.13	30.89	31.66	32.45	33.26
				BiWk.	2,186.40	2,296.00	2,410.40	2,471.20	2,532.80	2,596.00	2,660.80
	B	Ex/A	Sr. HR Analyst *	Equiv. Ann.	56,846.40	59,696.00	62,670.40	64,251.20	65,852.80	67,496.00	69,180.80
	T	Ex/A	Sr. Information Technology Analyst *	Equiv.							
	B	Ex/S	Supv Resident Initiatives Coord *								

Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
S37	B	Ex/A	Community Relations Spec. *	Hrly. Rate	26.02	27.33	28.69	29.41	30.14	30.90	31.67
				BiWk.	2,081.60	2,186.40	2,295.20	2,352.80	2,411.20	2,472.00	2,533.60
	B	Ex/S	Housing Supervisor *	Equiv.	54,121.60	56,846.40	59,675.20	61,172.80	62,691.20	64,272.00	65,873.60
	T	Ex/A	Information Technology Analyst *	Equiv.							
	B	Ex/A	Senior Accountant *								
	B	Ex/A	Sr. Resident Initiatives Coord. *								
S36	B	Ex/A	Contracts Analyst	Hrly. Rate	24.80	26.04	27.34	28.03	28.73	29.45	30.18
				BiWk.	1,984.00	2,083.20	2,187.20	2,242.40	2,298.40	2,356.00	2,414.40
	B	Ex/A	Human Resources Analyst	Equiv.	51,584.00	54,163.20	56,867.20	58,302.40	59,758.40	61,256.00	62,774.40
	B	Ex/A	Program Analyst	Equiv.							
S35	--	--	--	Hrly. Rate	23.61	24.79	26.03	26.68	27.35	28.03	28.73
				BiWk.	1,888.80	1,983.20	2,082.40	2,134.40	2,188.00	2,242.40	2,298.40
				Equiv.	49,108.80	51,563.20	54,142.40	55,494.40	56,888.00	58,302.40	59,758.40
				Ann.							
S34	B	Ex/A	Accountant	Hrly. Rate	22.49	23.61	24.79	25.41	26.05	26.70	27.37
				BiWk.	1,799.20	1,888.80	1,983.20	2,032.80	2,084.00	2,136.00	2,189.60
	B	Ex/A	Budget Analyst	Equiv.	46,779.20	49,108.80	51,563.20	52,852.80	54,184.00	55,536.00	56,929.60
		B	Ex/M	Docket Coordinator	Equiv.						
		B	Ex/A	Fiscal Services Specialist							
		T	Ex/O	Loan Servicing Specialist							
	T	Ex/A	PIU Hearing Coordinator								
S33	B	Ex/S	Asst. Hsg. Property Supv.	Hrly. Rate	21.41	22.49	23.61	24.20	24.81	25.43	26.06
				BiWk.	1,712.80	1,799.20	1,888.80	1,936.00	1,984.80	2,034.40	2,084.80
	B	Ex/A	Housing Specialist	Equiv.	44,532.80	46,779.20	49,108.80	50,336.00	51,604.80	52,894.40	54,204.80
	B	Ex/A	Information Technology Specialist	Equiv.							
S32	P	Pre/A	Contracts Compliance Asst.	Hrly. Rate	20.41	21.43	22.50	23.06	23.64	24.23	24.84
				BiWk.	1,632.80	1,714.40	1,800.00	1,844.80	1,891.20	1,938.40	1,987.20
	T	Pre/O	Housing Inspector	Equiv.	42,452.80	44,574.40	46,800.00	47,964.80	49,171.20	50,398.40	51,667.20
		T	Ex/O	Loan Production Specialist	Equiv.						
		D	Pre/S	Maintenance Supervisor							
		B	Pre/O	Resident Initiatives Coord.							
		P	Pre/A	Senior Administrative Assistant							
	P	Pre/M	Senior Human Resources Tech.								

Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
S31	C	Pre/O	Senior Accounting Technician	Hrly. Rate	19.45	20.43	21.45	21.98	22.53	23.10	23.67
				BiWk.	1,556.00	1,634.40	1,716.00	1,758.40	1,802.40	1,848.00	1,893.60
	T	Pre/O	Senior Housing Assistant	Equiv.							
	C	Pre/M	Wage Services Technician	Ann. Equiv.	40,456.00	42,494.40	44,616.00	45,718.40	46,862.40	48,048.00	49,233.60
S30	C	Pre/M	Executive Secretary	Hrly. Rate	18.50	19.42	20.39	20.90	21.43	21.96	22.51
				BiWk.	1,480.00	1,553.60	1,631.20	1,672.00	1,714.40	1,756.80	1,800.80
				Equiv.							
				Ann. Equiv.	38,480.00	40,393.60	42,411.20	43,472.00	44,574.40	45,676.80	46,820.80
S29	C	Pre/O	Administrative Assistant	Hrly. Rate	17.62	18.50	19.42	19.91	20.41	20.92	21.44
				BiWk.	1,409.60	1,480.00	1,553.60	1,592.80	1,632.80	1,673.60	1,715.20
	T	Pre/O	Housing Assistant II	Equiv.							
	C	Pre/M	Human Resources Technician	Ann. Equiv.	36,649.60	38,480.00	40,393.60	41,412.80	42,452.80	43,513.60	44,595.20
	C	Pre/S	Office Supervisor								
S28	C	Pre/O	Accounting Technician	Hrly. Rate	16.78	17.62	18.50	18.96	19.44	19.92	20.42
				BiWk.	1,342.40	1,409.60	1,480.00	1,516.80	1,555.20	1,593.60	1,633.60
	D	Pre/O	Senior Maintenance Technician	Equiv.							
				Ann. Equiv.	34,902.40	36,649.60	38,480.00	39,436.80	40,435.20	41,433.60	42,473.60
Z27	D	Pre/O	Maintenance Technician II	Hrly. Rate	16.76	17.60	18.48	18.94	19.42	19.90	20.40
				BiWk.	1,340.80	1,408.00	1,478.40	1,515.20	1,553.60	1,592.00	1,632.00
				Equiv.							
				Ann. Equiv.	34,860.80	36,608.00	38,438.40	39,395.20	40,393.60	41,392.00	42,432.00
S27	C	Pre/O	Information Technology	Hrly. Rate	16.00	16.80	17.64	18.08	18.53	19.00	19.47
				BiWk.	1,280.00	1,344.00	1,411.20	1,446.40	1,482.40	1,520.00	1,557.60
			Technician	Equiv.							
	D	Pre/O	Maintenance Technician II	Ann. Equiv.	33,280.00	34,944.00	36,691.20	37,606.40	38,542.40	39,520.00	40,497.60
	C	Pre/O	Senior Storekeeper								
S26	C	Pre/O	Senior Office Assistant	Hrly. Rate	15.22	15.98	16.78	17.20	17.63	18.07	18.52
				BiWk.	1,217.60	1,278.40	1,342.40	1,376.00	1,410.40	1,445.60	1,481.60
				Equiv.							
				Ann. Equiv.	31,657.60	33,238.40	34,902.40	35,776.00	36,670.40	37,585.60	38,521.60

Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Z25	C	Pre/O	Accounting Assistant	Hrly. Rate	15.21	15.97	16.77	17.19	17.62	18.06	18.51
				BiWk.	1,216.80	1,277.60	1,341.60	1,375.20	1,409.60	1,444.80	1,480.80
				Equiv.							
				Ann.	31,636.80	33,217.60	34,881.60	35,755.20	36,649.60	37,564.80	38,500.80
				Equiv.							
S25	C	Pre/O	Accounting Assistant	Hrly. Rate	14.51	15.23	16.00	16.40	16.81	17.23	17.66
				BiWk.	1,160.80	1,218.40	1,280.00	1,312.00	1,344.80	1,378.40	1,412.80
	T	Pre/O	Housing Assistant I	Equiv.							
				Ann.	30,180.80	31,678.40	33,280.00	34,112.00	34,964.80	35,838.40	36,732.80
	C	Pre/O	Resident Manager II	Equiv.							
S24	C	Pre/O	Client Services Receptionist	Hrly. Rate	13.86	14.56	15.28	15.67	16.06	16.46	16.79
				BiWk.	1,108.80	1,164.80	1,222.40	1,253.60	1,284.80	1,316.80	1,343.20
	C	Pre/O	Office Assistant II	Equiv.							
				Ann.	28,828.80	30,284.80	31,782.40	32,593.60	33,404.80	34,236.80	34,923.20
	C	Pre/O	Storekeeper	Equiv.							
S23	C	Pre/O	Information Technology Assistant	Hrly. Rate	13.15	13.81	14.50	14.86	15.23	15.61	16.00
				BiWk.	1,052.00	1,104.80	1,160.00	1,188.80	1,218.40	1,248.80	1,280.00
	D	Pre/O	Maintenance Technician I	Equiv.							
				Ann.	27,352.00	28,724.80	30,160.00	30,908.80	31,678.40	32,468.80	33,280.00
	C	Pre/O	Office Assistant I	Equiv.							
S22	--	--	--	Hrly. Rate	12.52	13.15	13.81	14.15	14.50	14.87	15.24
				BiWk.	1,001.60	1,052.00	1,104.80	1,132.00	1,160.00	1,189.60	1,219.20
				Equiv.							
				Ann.	26,041.60	27,352.00	28,724.80	29,432.00	30,160.00	30,929.60	31,699.20
				Equiv.							
S21	--	--	--	Hrly. Rate	11.94	12.53	13.16	13.49	13.82	14.17	14.52
				BiWk.	955.20	1,002.40	1,052.80	1,079.20	1,105.60	1,133.60	1,161.60
				Equiv.							
				Ann.	24,835.20	26,062.40	27,372.80	28,059.20	28,745.60	29,473.60	30,201.60
				Equiv.							
S20	C	Pre/O	Housing Aide II	Hrly. Rate	10.56	11.09	11.64	11.93	12.23	12.54	12.85
				BiWk.	844.80	887.20	931.20	954.40	978.40	1,003.20	1,028.00
				Equiv.							

Ann. 21,964.80 23,067.20 24,211.20 24,814.40 25,438.40 26,083.20 26,728.00
 Equiv.

Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
S19	--	--	--	Hrly. Rate	9.49	9.96	10.46	10.72	10.99	11.26	11.55
				BiWk.	759.20	796.80	836.80	857.60	879.20	900.80	924.00
				Equiv.							
				Ann.	19,739.20	20,716.80	21,756.80	22,297.60	22,859.20	23,420.80	24,024.00
S18	C	Pre/O	Housing Aide I	Hrly. Rate	8.97	9.42	9.89	10.13	10.39	10.65	10.91
				BiWk.	717.60	753.60	791.20	810.40	831.20	852.00	872.80
				Equiv.							
				Ann.	18,657.60	19,593.60	20,571.20	21,070.40	21,611.20	22,152.00	22,692.80

MISCELLANEOUS TEMPORARY CLASSIFICATIONS & HOURLY PAY RATES

Range	OC	OT/BU	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
TSR	B	Ex/T	Scholar in Residence	25.91	27.20	28.56	29.28	30.01	30.76	31.53
TSI	C	Pre/T	Student Intern (Paid)	11.27	11.84	12.43	12.73	13.06	13.38	13.72
THA	O	Pre/T	Housing Services Aide	7.88	8.27	8.69	8.90	9.13	9.35	9.59
TAT	O	Pre/T	Housing Aide Trainee	7.88	8.27	8.69	8.90	9.13	9.35	9.59

Pay for the following classifications are based on HUD minimum wage requirements, or temporary and limited scope of duties, and/or specific terms and conditions of appointment:

Maintenance Technician Trainee: On the job training program for residents or Section 8 Program participants to qualify for Maintenance Technician I (or similar employment).

Contract Employee: Employment by contract agreement for professional services external to the merit process, budget, and classification and pay plan for specific scope of work and duration, and without employment rights or benefits other than those required by law or under terms of the contract.

Restricted Employee: Appointment to a Special Housing/Employment Program with requirements other than merit under which employees are selected and funded by State, Federal, or local agency; or to provide on the job training to public housing residents and Section 8 participants to enhance economic development and self sufficiency on a short term, on-call, or seasonal basis.

Site Contacts: Residents paid in accordance with HUD pay limitations as on-site residential contacts.

OC = Occupational Category:

- A - Manager/Administrator
- B - Professional
- C - Clerical/Admin Support
- D - Crafts/Kindred
- P - Paraprofessional
- T - Technical

OT = Overtime Designation:

- Pre - Premium Overtime Compensation
- Ex - Exempt from Overtime Compensation

BU = Bargaining Unit Designation:

- M - Management or Confidential (nonunion - represented)
- S - Supervisory (nonunion - represented)
- A - Administrative/Professional (nonunion - represented)
- O - Office/Clerical/Technical (union - represented)
- T - Temporary Employee (nonunion - represented)

NOTES:

- M Schedule** Salary ranges on Management (M) Schedule derived by adding the percent increase to each hourly minimum and maximum of the range.
- S Schedule** Salary steps on Staff (S) Schedule derived by adding the percent increase to each hourly step. Annual salary equivalent is derived from hourly rate multiplied by 2,080 (number of work hours in a year). Biweekly rate is derived from annual salary divided by 26 paychecks. Amounts subject to rounding.
- E Class** * Extended Range "E" Class designates appointments that may be made to the range directly above or below the designated classification range based on specific qualifications and duties assigned.
- Z Range** Incumbents in the Maintenance Technician II and Accounting Assistant classifications as of September 30, 1998 shall be paid according to the Z range for the classification. Z range is defined as a special range for incumbents effective January 1, 1999 pursuant to negotiated Memorandum of Understanding. After September 30, 1998 newly hired or appointed incumbents to those classes will be paid according to the S range.
- Trainee** A "Trainee" designation is paid at a rate of 15% below the entry level classification and advanced to Step 1 of the targeted classification upon meeting minimum requirements.
- Reinstatement** The re-hire of an employee to a class satisfactorily held or to a comparable or lower class in which satisfactory service was rendered or to any comparable or lower class in the same occupational series provided the minimum requirements are met and the request is within one year of separation or voluntary demotion.
- Retired Returnee** An employee retired from the SDHC Defined Contribution Pension Plan may be appointed to a position at the same or comparable level of pay, requiring special skills or knowledge without competition, for a period not to exceed 180 days in any fiscal year.
- Volunteer** An individual designated to perform specific workplace tasks on a non-paid status.
- Minimum Wage** Hourly rates will be adjusted up to meet Federal Minimum Wage requirements as minimum wage rates change.
- Classification and Pay Plan Updates** Classification titles, new classes, and salary ranges may be updated pursuant to Personnel Policies and adopted Budget.

Classification and Pay Plan
Effective July 1, 2009 (Start of Pay Period)
(Start of Pay Period in which the first day of the fiscal year begins)

"M" SCHEDULE

Range	OC	OT/BU	Classification	Type	Minimum	Maximum
M 50	A	Ex/M	President & Chief Executive Officer	Hrly. Rate BiWk. Equiv. Ann. Equiv.	58.97 4,717.60 122,657.60	87.77 7,021.60 182,561.60
M48	A	Ex/M	Executive Vice President & Chief Operating Officer	Hrly. Rate BiWk. Equiv. Ann. Equiv.	53.10 4,248.00 110,448.00	75.02 6,001.60 156,041.60
M47	--	--	--	Hrly. Rate BiWk. Equiv. Ann. Equiv.	47.37 3,789.60 98,529.60	65.23 5,218.40 135,678.40
M45	A	Ex/M	Director of Business Services	Hrly. Rate	39.44 3,155.20	58.01 4,640.80
	A	Ex/M	Director of Communication & Strategy	BiWk. Equiv.	82,035.20	120,660.80
	A	Ex/M	Director of Facilities	Ann. Equiv.		
	A	Ex/M	Director of Financial Services			
	A	Ex/M	Director of Housing Finance & Development			
	A	Ex/M	Director of Rental Assistance			
M44	--	--	--	Hrly. Rate BiWk. Equiv. Ann. Equiv.	35.47 2,837.60 73,777.60	54.38 4,350.40 113,110.40
M 34	C	Ex/M	Secretary to the President & Chief Executive Officer	Hrly. Rate BiWk. Equiv. Ann. Equiv.	22.93 1,834.40 47,694.40	32.83 2,626.40 68,286.40

"S" SCHEDULE

Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
S42	B	Ex/S	Asst Director of Housing Programs *	Hrly. Rate	33.90	35.59	37.37	38.30	39.26	40.24	41.25
				BiWk. Equiv.	2,712.00	2,847.20	2,989.60	3,064.00	3,140.80	3,219.20	3,300.00
	B	Ex/S	Budget Officer *	Ann. Equiv.	70,512.00	74,027.20	77,729.60	79,664.00	81,660.80	83,699.20	85,800.00
	B	Ex/S	Housing Construction Officer *								
	B	Ex/S	Human Resources Officer *								
	B	Ex/S	Information Technology Officer *								
	B	Ex/S	Supervising Project Manager *								
B	Ex/S	Communications Officer *									
S41	B	Ex/A	Financial Specialist *	Hrly. Rate	32.28	33.89	35.59	36.48	37.39	38.32	39.28
				BiWk. Equiv.	2,582.40	2,711.20	2,847.20	2,918.40	2,991.20	3,065.60	3,142.40
	D	Ex/A	Loan Management Supv. *	Ann. Equiv.	67,142.40	70,491.20	74,027.20	75,878.40	77,771.20	79,705.60	81,702.40
	D	Ex/S	Policy Advisor to the President & CEO*								
			Project Manager *								
S40	--	--	--	Hrly. Rate	30.74	32.28	33.89	34.74	35.61	36.50	37.41
				BiWk. Equiv.	2,459.20	2,582.40	2,711.20	2,779.20	2,848.80	2,920.00	2,992.80
				Ann. Equiv.	63,939.20	67,142.40	70,491.20	72,259.20	74,068.80	75,920.00	77,812.80
S39	B	Ex/S	Accounting Supervisor *	Hrly. Rate	29.27	30.73	32.27	33.08	33.90	34.75	35.62
				BiWk. Equiv.	2,341.60	2,458.40	2,581.60	2,646.40	2,712.00	2,780.00	2,849.60
	B	Ex/A	Associate Project Manager *	Ann. Equiv.	60,881.60	63,918.40	67,121.60	68,806.40	70,512.00	72,280.00	74,089.60
	B	Ex/A	Community Liaison *								
	B	Ex/A	Organizational Training Spec. *								
	B	Ex/A	Principal Accountant *								
	B	Ex/A	Principal HR Analyst *								
B	Ex/A	Senior Budget Analyst *									
B	Ex/A	Senior Program Analyst *									
S38	D	Pre/O	Housing Construction Spec.	Hrly. Rate	27.88	29.27	30.73	31.50	32.29	33.10	33.93
				BiWk. Equiv.	2,230.40	2,341.60	2,458.40	2,520.00	2,583.20	2,648.00	2,714.40
	B	Ex/A	Sr. HR Analyst *	Ann. Equiv.	57,990.40	60,881.60	63,918.40	65,520.00	67,163.20	68,848.00	70,574.40
	T	Ex/A	Sr. Information Technology Analyst *								
B	Ex/S	Supv Resident Initiatives Coord *									

Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
				Hrly.	26.54	27.87	29.27	30.00	30.75	31.52	32.30
S37	B	Ex/A	Community Relations Spec. *	Rate							
	B	Ex/S	Housing Supervisor *	BiWk.	2,123.20	2,229.60	2,341.60	2,400.00	2,460.00	2,521.60	2,584.00
	T	Ex/A	Information Technology Analyst *	Equiv.							
	B	Ex/A	Senior Accountant *	Ann. Equiv.	55,203.20	57,969.60	60,881.60	62,400.00	63,960.00	65,561.60	67,184.00
	B	Ex/A	Sr. Resident Initiatives Coord. *								
				Hrly.	25.30	26.56	27.89	28.59	29.30	30.03	30.78
S36	B	Ex/A	Contracts Analyst	Rate							
	B	Ex/A	Human Resources Analyst	BiWk.	2,024.00	2,124.80	2,231.20	2,287.20	2,344.00	2,402.40	2,462.40
	B	Ex/A	Program Analyst	Equiv.							
				Ann. Equiv.	52,624.00	55,244.80	58,011.20	59,467.20	60,944.00	62,462.40	64,022.40
				Hrly.	24.08	25.28	26.55	27.21	27.89	28.59	29.30
S35	--	--	--	Rate							
				BiWk.	1,926.40	2,022.40	2,124.00	2,176.80	2,231.20	2,287.20	2,344.00
				Equiv.							
				Ann. Equiv.	50,086.40	52,582.40	55,224.00	56,596.80	58,011.20	59,467.20	60,944.00
				Hrly.	22.94	24.09	25.29	25.92	26.57	27.24	27.92
S34	B	Ex/A	Accountant	Rate							
	B	Ex/A	Budget Analyst	BiWk.	1,835.20	1,927.20	2,023.20	2,073.60	2,125.60	2,179.20	2,233.60
	B	Ex/M	Docket Coordinator	Equiv.							
	B	Ex/A	Fiscal Services Specialist	Ann. Equiv.	47,715.20	50,107.20	52,603.20	53,913.60	55,265.60	56,659.20	58,073.60
	T	Ex/O	Loan Servicing Specialist								
	T	Ex/A	PIU Hearing Coordinator								
				Hrly.	21.84	22.93	24.08	24.68	25.30	25.93	26.58
S33	B	Ex/S	Asst. Hsg. Property Supv.	Rate							
	B	Ex/A	Housing Specialist	BiWk.	1,747.20	1,834.40	1,926.40	1,974.40	2,024.00	2,074.40	2,126.40
	B	Ex/A	Information Technology Specialist	Equiv.							
				Ann. Equiv.	45,427.20	47,694.40	50,086.40	51,334.40	52,624.00	53,934.40	55,286.40
				Hrly.	20.82	21.86	22.95	23.53	24.12	24.72	25.34
S32	P	Pre/A	Contracts Compliance Asst.	Rate							
	T	Pre/O	Housing Inspector	BiWk.	1,665.60	1,748.80	1,836.00	1,882.40	1,929.60	1,977.60	2,027.20
	D	Ex/O	Loan Production Specialist	Equiv.							
	P	Pre/S	Maintenance Supervisor	Ann. Equiv.	43,305.60	45,468.80	47,736.00	48,942.40	50,169.60	51,417.60	52,707.20
	B	Pre/O	Resident Initiatives Coord.								
	P	Pre/A	Senior Administrative Assistant								
	P	Pre/M	Senior Human Resources Tech.								

Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
S31	C	Pre/O	Senior Accounting Technician	Hrly. Rate	19.84	20.83	21.87	22.42	22.98	23.55	24.14
	T	Pre/O	Senior Housing Assistant	BiWk. Equiv.	1,587.20	1,666.40	1,749.60	1,793.60	1,838.40	1,884.00	1,931.20
	C	Pre/M	Wage Services Technician	Ann. Equiv.	41,267.20	43,326.40	45,489.60	46,633.60	47,798.40	48,984.00	50,211.20
S30	C	Pre/M	Executive Secretary	Hrly. Rate	18.87	19.81	20.80	21.32	21.85	22.40	22.96
				BiWk. Equiv.	1,509.60	1,584.80	1,664.00	1,705.60	1,748.00	1,792.00	1,836.80
				Ann. Equiv.	39,249.60	41,204.80	43,264.00	44,345.60	45,448.00	46,592.00	47,756.80
S29	C	Pre/O	Administrative Assistant	Hrly. Rate	17.97	18.87	19.81	20.31	20.82	21.34	21.87
	T	Pre/O	Housing Assistant II	BiWk. Equiv.	1,437.60	1,509.60	1,584.80	1,624.80	1,665.60	1,707.20	1,749.60
	C	Pre/M	Human Resources Technician	Ann. Equiv.	37,377.60	39,249.60	41,204.80	42,244.80	43,305.60	44,387.20	45,489.60
	C	Pre/S	Office Supervisor								
S28	C	Pre/O	Accounting Technician	Hrly. Rate	17.12	17.97	18.87	19.34	19.82	20.32	20.83
	D	Pre/O	Senior Maintenance Technician	BiWk. Equiv.	1,369.60	1,437.60	1,509.60	1,547.20	1,585.60	1,625.60	1,666.40
				Ann. Equiv.	35,609.60	37,377.60	39,249.60	40,227.20	41,225.60	42,265.60	43,326.40
Z27	D	Pre/O	Maintenance Technician II	Hrly. Rate	17.10	17.95	18.85	19.32	19.81	20.30	20.81
				BiWk. Equiv.	1,368.00	1,436.00	1,508.00	1,545.60	1,584.80	1,624.00	1,664.80
				Ann. Equiv.	35,568.00	37,336.00	39,208.00	40,185.60	41,204.80	42,224.00	43,284.80
S27	C	Pre/O	Information Technology Technician	Hrly. Rate	16.32	17.13	17.99	18.44	18.90	19.38	19.86
	D	Pre/O	Maintenance Technician II	BiWk. Equiv.	1,305.60	1,370.40	1,439.20	1,475.20	1,512.00	1,550.40	1,588.80
	C	Pre/O	Senior Storekeeper	Ann. Equiv.	33,945.60	35,630.40	37,419.20	38,355.20	39,312.00	40,310.40	41,308.80
S26	C	Pre/O	Senior Office Assistant	Hrly. Rate	15.52	16.30	17.11	17.54	17.98	18.43	18.89
				BiWk. Equiv.	1,241.60	1,304.00	1,368.80	1,403.20	1,438.40	1,474.40	1,511.20
				Ann. Equiv.	32,281.60	33,904.00	35,588.80	36,483.20	37,398.40	38,334.40	39,291.20

Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Z25	C	Pre/O	Accounting Assistant	Hrly. Rate	15.51	16.29	17.10	17.53	17.97	18.42	18.88
				BiWk. Equiv.	1,240.80	1,303.20	1,368.00	1,402.40	1,437.60	1,473.60	1,510.40
				Ann. Equiv.	32,260.80	33,883.20	35,568.00	36,462.40	37,377.60	38,313.60	39,270.40
S25	C	Pre/O	Accounting Assistant	Hrly. Rate	14.80	15.54	16.32	16.73	17.15	17.57	18.01
				BiWk. Equiv.	1,184.00	1,243.20	1,305.60	1,338.40	1,372.00	1,405.60	1,440.80
				Ann. Equiv.	30,784.00	32,323.20	33,945.60	34,798.40	35,672.00	36,545.60	37,460.80
S24	C	Pre/O	Client Services Receptionist	Hrly. Rate	14.07	14.78	15.52	15.90	16.30	16.71	17.13
				BiWk. Equiv.	1,125.60	1,182.40	1,241.60	1,272.00	1,304.00	1,336.80	1,370.40
				Ann. Equiv.	29,265.60	30,742.40	32,281.60	33,072.00	33,904.00	34,756.80	35,630.40
S23	C	Pre/O	Information Technology Assistant	Hrly. Rate	13.41	14.08	14.79	15.15	15.53	15.92	16.32
				BiWk. Equiv.	1,072.80	1,126.40	1,183.20	1,212.00	1,242.40	1,273.60	1,305.60
				Ann. Equiv.	27,892.80	29,286.40	30,763.20	31,512.00	32,302.40	33,113.60	33,945.60
S22	--	--	--	Hrly. Rate	12.77	13.41	14.08	14.43	14.80	15.17	15.54
				BiWk. Equiv.	1,021.60	1,072.80	1,126.40	1,154.40	1,184.00	1,213.60	1,243.20
				Ann. Equiv.	26,561.60	27,892.80	29,286.40	30,014.40	30,784.00	31,553.60	32,323.20
S21	--	--	--	Hrly. Rate	12.17	12.78	13.42	13.75	14.10	14.45	14.81
				BiWk. Equiv.	973.60	1,022.40	1,073.60	1,100.00	1,128.00	1,156.00	1,184.80
				Ann. Equiv.	25,313.60	26,582.40	27,913.60	28,600.00	29,328.00	30,056.00	30,804.80
S20	C	Pre/O	Housing Aide II	Hrly. Rate	10.77	11.31	11.87	12.17	12.48	12.79	13.11
				BiWk. Equiv.	861.60	904.80	949.60	973.60	998.40	1,023.20	1,048.80
				Ann. Equiv.	22,401.60	23,524.80	24,689.60	25,313.60	25,958.40	26,603.20	27,268.80

Range	OC	OT/BU	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
S19	--	--	--	Hrly.	9.68	10.16	10.67	10.94	11.21	11.49	11.78	
				Rate								
				BiWk.	774.40	812.80	853.60	875.20	896.80	919.20	942.40	
				Ann. Equiv.	20,134.40	21,132.80	22,193.60	22,755.20	23,316.80	23,899.20	24,502.40	
S18	C	Pre/O	Housing Aide I	Hrly.	9.14	9.60	10.08	10.33	10.59	10.86	11.13	
				Rate								
				BiWk.	731.20	768.00	806.40	826.40	847.20	868.80	890.40	
				Ann. Equiv.	19,011.20	19,968.00	20,966.40	21,486.40	22,027.20	22,588.80	23,150.40	

MISCELLANEOUS TEMPORARY CLASSIFICATIONS & HOURLY PAY RATES

Range	OC	OT/BU	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
TSR	B	Ex/T	Scholar in Residence	26.43	27.75	29.14	29.86	30.61	31.38	32.16
TSI	C	Pre/T	Student Intern (Paid)	11.50	12.07	12.68	13.00	13.32	13.65	13.99
THA	O	Pre/T	Housing Services Aide	8.04	8.44	8.86	9.08	9.31	9.54	9.78
TAT	O	Pre/T	Housing Aide Trainee	8.04	8.44	8.86	9.08	9.31	9.54	9.78

Pay for the following classifications are based on HUD minimum wage requirements, or temporary and limited scope of duties, and/or specific terms and conditions of appointment:

Maintenance Technician Trainee: On the job training program for residents or Section 8 Program participants to qualify for Maintenance Technician I (or similar employment).

Contract Employee: Employment by contract agreement for professional services external to the merit process, budget, and classification and pay plan for specific scope of work and duration, and without employment rights or benefits other than those required by law or under terms of the contract.

Restricted Employee: Appointment to a Special Housing/Employment Program with requirements other than merit under which employees are selected and funded by State, Federal, or local agency; or to provide on the job training to public housing residents and Section 8 participants to enhance economic development and self sufficiency on a short term, on-call, or seasonal basis.

Site Contacts: Residents paid in accordance with HUD pay limitations as on-site residential contacts.

OC = Occupational Category:

- A - Manager/Administrator
- B - Professional
- C - Clerical/Admin Support
- D - Crafts/Kindred
- P - Paraprofessional
- T - Technical

OT = Overtime Designation:

- Pre - Premium Overtime Compensation
- Ex - Exempt from Overtime Compensation

BU = Bargaining Unit Designation:

- M - Management or Confidential (nonunion - represented)
- S - Supervisory (nonunion - represented)
- A - Administrative/Professional (nonunion - represented)
- O - Office/Clerical/Technical (union - represented)
- T - Temporary Employee (nonunion - represented)

NOTES:

M Schedule	Salary ranges on Management (M) Schedule derived by adding the percent increase to each hourly minimum and maximum of the range.
S Schedule	Salary steps on Staff (S) Schedule derived by adding the percent increase to each hourly step. Annual salary equivalent is derived from hourly rate multiplied by 2,080 (number of work hours in a year). Biweekly rate is derived from annual salary divided by 26 paychecks. Amounts subject to rounding.
E Class	* Extended Range "E" Class designates appointments that may be made to the range directly above or below the designated classification range based on specific qualifications and duties assigned.
Z Range	Incumbents in the Maintenance Technician II and Accounting Assistant classifications as of September 30, 1998 shall be paid according to the Z range for the classification. Z range is defined as a special range for incumbents effective January 1, 1999 pursuant to negotiated Memorandum of Understanding. After September 30, 1998 newly hired or appointed incumbents to those classes will be paid according to the S range.
Trainee	A "Trainee" designation is paid at a rate of 15% below the entry level classification and advanced to Step 1 of the targeted classification upon meeting minimum requirements.
Reinstatement	The re-hire of an employee to a class satisfactorily held or to a comparable or lower class in which satisfactory service was rendered or to any comparable or lower class in the same occupational series provided the minimum requirements are met and the request is within one year of separation or voluntary demotion.
Retired Returnee	An employee retired from the SDHC Defined Contribution Pension Plan may be appointed to a position at the same or comparable level of pay, requiring special skills or knowledge without competition, for a period not to exceed 180 days in any fiscal year.
Volunteer	An individual designated to perform specific workplace tasks on a non-paid status.
Minimum Wage	Hourly rates will be adjusted up to meet Federal Minimum Wage requirements as minimum wage rates change.
Classification and Pay Plan Updates	Classification titles, new classes, and salary ranges may be updated pursuant to Personnel Policies and adopted Budget.

**SAN DIEGO HOUSING COMMISSION
BENEFITS PROGRAM - ADDENDUM B
Revised July 1, 2007**

PAY

Salaries – Salary range increases effective start of pay period on which the first day of the fiscal year begins: 2% effective 7/1/07; 2% effective 7/1/08; 2% effective 7/1/09.

Executive and Management Service - Pay determined by performance.

Bilingual Pay - Some positions require Spanish, Vietnamese or Laotian skills: \$71.07/mo (\$0.41/hr) for non-technical, \$88.40/mo (\$0.51/hr) for technical skills.

On-Call Pay – Effective 7/1/07; \$1.00 per hour (\$173.33) per month and 7/1/08; \$1.40 per hour (\$242.66) per month. Housing Supervisors in Property Management receive 5% pay differential.

FLEXIBLE BENEFITS PLAN

Section 125 cafeteria-style program with benefits on pre-tax basis through payroll deduction.

Flex Credits - Additional dollars toward insurance purchase. Flex Credits increased 7/1/07 to \$6,700; 7/1/08 to \$7,150; and 7/1/09 to \$7,550 per year for benefits eligible full-time employees (pro-rated for part-time).

Core Benefits (Employer Paid):

Long Term Disability - 60% of pay to a maximum of \$8,500/month after 60 days of disability, and 70% to a maximum of \$8,500/month when integrated with other benefits.

Basic Portable Term Life/AD&D - Employer-paid insurance to employee provides 1 x Pay with a minimum coverage amount of \$15,000.

Optional Benefits (Employee Paid):

Medical - Choice of Sharp or Kaiser Health Plans.

Dental - Choice of United Concordia HMO or PPO Dental Plan.

Employee and Spouse Portable Term Life/AD&D - Optional purchase of \$10,000 increments up to \$500,000 available; cost is age rated.

Dependent Portable Term Life - \$2,500, \$5,000, \$7,500, or \$10,000 per child available.

Flexible Spending Accounts - Reimbursement of eligible dependent care and health care expenses from payroll deducted pre-tax dollars.

PENSION PLAN

Defined Contribution Plan providing employee self-directed low, medium and high-risk investment options.

Employer Contributions - Equivalent to 14% of earnings for Regular employees and Executive and Management Service.

Vesting Schedule - Fully vested after 4 years based on 1000 hrs of service July 1 to June 30. Year 1 (25%), Year 2 (50%), Year 3 (75%), Year 4 (100%).

Retirement Age - Age 62 Normal retirement, Early retirement (Age 55 with 10 years of service.)

Prior Service Credit - Pension vesting credit is provided for prior public agency service with a California Government entity, or Housing Authority in the U.S. Transfers from qualified plans are accepted subject to certain conditions.

Voluntary Contributions - Up to 10% of earnings through payroll deduction (after-tax basis). Immediate 100% vesting. Accumulated contributions may be withdrawn once a year. Lump sum contributions may be made under specified circumstances.

Benefits Options - Payable at time of termination, retirement or permanent/ total disability (lump sum, rollover, and life annuity options).

457 Tax Deferred Savings Plan - Pre-tax payroll deductions for low, medium and high-risk investment options with access subject to IRS Hardship Rules.

In addition to other retirement programs established by the Housing Commission, a **457 Tax Deferred Savings Plan** is available. Under this provision the Housing Commission contributes one (1) percent of salary to the savings account of each eligible staff and will match the employees' own contribution up to a maximum of one and one-half (1 & 1/2) percent of salary. This plan is intended to encourage staff to take personal responsibility for managing their own retirement planning.

Temporary Employees - Payroll deductions of 3.75% and a 3.75% matching contribution to Mandatory Tax Deferred 457 Plan. Savings are 100% refundable on employment termination; subject to taxation.

Social Security Exempt - No contribution to Social Security, saving 6.20% of taxable gross earnings. A Medicare tax of 1.45% of gross earnings is deducted

from each paycheck for employees hired after 1986. No Social Security credit is earned; Social Security benefits may be reduced by SDHC Pension Plan benefits received.

Credit Union - Optional (payroll deposit/free checking).

OTHER BENEFITS

Annual Leave - Paid time from work for vacation, illness of self or family:

1st through 4th year	18 days
5th through 10th year	22 days
11th through 15th year	26 days
16th through 25th year	28 days
26th year	30 days

No waiting to use accrued leave. Exiting employees paid in full for unused leave.

Maximum Annual Leave Accumulation - 650 hours each fiscal year for employees hired prior to 7/1/94; 350 hours hired on 7/1/94 or after.

Pay in Lieu of Annual Leave - Employees eligible for 80 hrs pay each fiscal year provided 5 days have been taken off and a balance of 40 hrs remain.

Catastrophic Leave Donation - An employee may donate up to six days annual leave to an employee who is off work beyond compensated leave.

Family Leaves – State and Federal Family and Medical Leave laws provide up to 12 weeks of unpaid family/medical leave within a 12 month period.

Bereavement Leave – Three consecutive days of paid leave for death of immediate family, household member or extended family.

EDD Paid Family Leave – California State Disability Insurance deductions are 3.90%.

Jury Duty Leave - Paid leave for jury service and retention of court paid fees.

Military Leave - Maximum 30 days paid leave per fiscal year with a minimum one year of Commission and/or military service.

Holidays - 12 paid holidays per year.

Mandatory Facility Closure – A mandatory (unpaid) four-day facility closure in FY08 only, to occur on December 24, 26, 27 & 28, 2007.

Alternate Work Schedules – Alternate schedules may be approved.

Short Term Awards – Up to \$1,000.

Mileage – IRS rate per mile when required to use personal vehicle.

Transportation Reimbursement - 80% of cost of monthly bus or Trolley pass provided.

Tuition Reimbursement - For benefits eligible employees up to \$2000 max per Fiscal Year.

Recreation - Discounts to theme parks.

Parking - In Housing Commission provided parking lots. Employees assigned to new facility at 12 & C are eligible for either half of parking cost or \$65, whichever is greater.

Child Care – Discount rates to City of San Diego Child Care Center.

MANAGEMENT BENEFITS

Flex Credits – Executive and Management Service employees receive an additional \$1,500 per yr. Managers receive an additional \$2,000 per yr, and Executives receive an additional \$2,500 per yr.

Annual Leave Accrual - Executives and Managers accrue annual leave as follows:

1st through 10th year	28 days
11th through 15th year	31 days
16th through 25th year	33 days
26th year	35 days

Pay in Lieu of Annual Leave - Executives and Managers are eligible for 120 hours pay in lieu of annual leave each fiscal year.

Car Allowance – \$300 per month for Executive Vice President and Chief Operating Officer and designated management.

Addendum B serves as a brief description; Personnel Policies, MOU, and Plan Documents govern.