



HOUSING COMMISSION AGENDA

Special Meeting Date: May 22, 2023

Time: 8:00 a.m.

Location: HACA Board Room, 22941 Atherton Street, Hayward, CA 94541-6633

The meeting location is open to the public. Members of the public also have the option to observe and participate in the meeting remotely at the following link: <https://us02web.zoom.us/j/88460095724>

If attending in person and you wish to speak on a matter, please request a speaker slip from the Housing Commission Clerk, fill it out then return the speaker slip to her as soon as possible before the start of the meeting. Members of the public who are participating remotely should submit their written comment(s) to: melissat@haca.net.

For both in-person and remote attendees, if you wish to comment on a matter NOT on the Housing Commission's agenda, please wait until the Chairperson calls for PUBLIC COMMENT. To comment on a specific item on the meeting agenda, please wait for the Chairperson to call for public comments on that agenda item. There is a time limit of 3 minutes for each public speaker. The Chairperson has the discretion to further limit this time if warranted by the number of public speakers.

The Brown Act restricts the Housing Commission from discussing and/or acting on any matters that are not on the meeting agenda. Therefore, matters that are raised during public comment will be referred to staff. We want to ensure everyone feels comfortable participating in Housing Commission meetings and is not intimidated by any public comments.

	<u>PAGE</u>
1. CALL TO ORDER / ROLL CALL	
2. CLOSED SESSION	
CONTRACT NEGOTIATIONS WITH SEIU LOCAL 1021 AND THE HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA	
<i>Labor Negotiations Pursuant to Government Code § 54957.6</i>	
3. APPROVAL OF THE MINUTES OF THE MAY 10, 2023 HOUSING COMMISSION REGULAR MEETING	ACTION 2
4. PUBLIC COMMENT	
5. NEW BUSINESS	
5-1. Resolution No. 05-23 Approving a Memorandum of Understanding with SEIU Local 1021	ACTION 8
5-2. Resolution No. 06-23 Approving Salary Adjustment for Non-Management, Non-Bargaining Unit Employees	ACTION 20
6. ADJOURNMENT	

HOUSING COMMISSION
MEETING MINUTES
May 10, 2023



SUMMARY ACTION MINUTES

HOUSING COMMISSION
Regular Meeting Date: May 10, 2023
Meeting Time: 8:00 a.m.

1. CALL TO ORDER / ROLL CALL

CALL TO ORDER:

Chairperson McQuaid called the meeting to order at 8:00 a.m.

ROLL CALL:

Commissioners Present in the Board Room:

Commissioner Pete Ballew
Commissioner Mark Gerry
Commissioner Daniel Goldstein
Commissioner Michael Hannon
Chairperson Peggy McQuaid
Commissioner Scott Sakakihara
Vice Chairperson Yang Shao

Commissioners Participating Remotely:

Commissioner Michael McCorrison

Excused:

Commissioner Angela Finley

Absent:

Commissioner Courtney Welch

Chairperson McQuaid announced Cmr. Michael McCorrison is participating in the meeting remotely. After stating that there were a quorum of commissioners present, she reported that Cmr. McCorrison meets the criteria for remote participation pursuant to the “just cause” provisions of AB2449. Cmr. McCorrison confirmed that his audio and video were enabled on Zoom and indicated that there were no adults present in the room with him. Chairperson McQuaid proceeded with the rest of the meeting agenda.

2. ACTION: APPROVE THE MINUTES OF THE APRIL 12, 2023 HOUSING COMMISSION MEETING

Recommendation: Approve the minutes of the April 12, 2023 Housing Commission meeting minutes as presented.

Motion/Second: Shao/Goldstein.

Chairperson McQuaid noted a correction for the record. She stated that she incorrectly reported the date of the meeting minutes as March 8, 2023 and stated for the record that the meeting minutes are for the April 12, 2023 Housing Commission meeting. She asked for an amended motion. Vice Chairperson Shao amended his motion to reflect the correct date for the meeting minutes and Cmr. Goldstein seconded the motion.

Upon a roll call of the votes being taken the votes were:

Ayes: Cmr. Ballew, Gerry, Goldstein, Hannon, McCorriston, McQuaid, and Shao.

Motion passed. **APPROVED AS RECOMMENDED.**

3. PUBLIC COMMENT - *On matters not on the meeting agenda*

None.

4. INFORMATION: EXECUTIVE DIRECTOR'S REPORT

Kurt Wiest, Executive Director, presented his report. In his report, Mr. Wiest announced that successor Memorandum of Understanding (MOU) with SEIU Local 1021 (SEIU) was just ratified and that staff will set a special Housing Commission meeting to request approval of the MOU. He also shared that HACA's Finance Department has been working on a project to transition HACA's banking from Union Bank to U.S. Bancorp. Mr. Wiest also reported that the City of Pleasanton has appointed Seema Chawla to the Housing Commission and that final approval from the Board of Supervisor's is pending.

Following his report on agency matters, Mr. Wiest introduced Elenzia Thompson, HACA's new Administrative Analyst I. Ms. Thompson shared her background and work experience with the Housing Commission. She shared that she is excited to be at HACA and is looking forward to working with the HACA team and the Housing Commission.

Finally, Mr. Wiest officially announced his retirement effective December 31, 2023. He shared the highlights of his career, talked about his long history with HACA, and commented that he is looking forward to spending time with his family. Mr. Wiest indicated that staff is working with the Personnel Committee on a timeline for the recruitment of HACA's next Executive Director.

Commission Discussion: Chairperson McQuaid welcomed Ms. Thompson to HACA.

5. NEW BUSINESS

5-1. ACTION: APPROVE AMENDMENTS TO HACA'S SECTION 8 ADMINISTRATIVE PLAN FOR THE EMERGENCY HOUSING VOUCHER AND FOSTER YOUTH INITIATIVE (FYI) PROGRAMS

Jennifer Cado, Senior Administrative Analyst, presented the staff report. Ms. Cado reported that staff is proposing to amend HACA's Section 8 Administrative Plan (Admin Plan) to update the policies related to waiting list and tenant selection for the Emergency Housing Voucher (EHV) and Foster Youth Initiative (FYI) programs. Ms. Cado summarized the proposed revisions and recommended that the Housing Commission approve the proposed amendments. The report was received with no questions or comments from the Housing Commission.

Recommendation: Approve the proposed amendments to HACA’s Section 8 Administrative Plan for the Emergency Housing Voucher and Foster Youth Initiative programs.

Motion/Second: Goldstein/Ballew.

Upon a roll call of the votes being taken the votes were:

Ayes: Cmr. Ballew, Gerry, Goldstein, Hannon, McCorriston, McQuaid, and Shao.

Motion passed. **APPROVED AS RECOMMENDED.**

5-2. ACTION: APPOINT A NOMINATING COMMITTEE FOR HOUSING COMMISSION OFFICERS

Kurt Wiest presented the staff report. Mr. Wiest described the role of the Nominating Committee and recommended that the Housing Commission appoint members to a Nominating Committee to nominate candidates for the Housing Commission’s FY2023-2024 Chairperson and Vice Chairperson positions. After a brief discussion, Cmr. Gerry, Goldstein, and Hannon volunteered to serve on the committee.

Recommendation: Approve the appointments of Cmr. Gerry, Goldstein, and Hannon to the Nominating Committee.

Motion/Second: Ballew/Shao.

Upon a roll call of the votes being taken the votes were:

Ayes: Cmr. Ballew, Gerry, Goldstein, Hannon, McCorriston, McQuaid, and Shao.

Motion passed. **APPROVED AS RECOMMENDED.**

5-3. INFORMATION: QUARTERLY INVESTMENT PORTFOLIO REPORT

Mansoorali Hudda, Finance Director, presented the staff report.

Commission Discussion: Cmr. McCorriston and Mr. Hudda discussed investments instruments such as commercial paper and Certificate of Deposit. Cmr. McCorriston commented that he’d like to understand how decisions are made with regard to investments and Mr. Hudda stated that staff will put together a presentation for future commission meeting on HACA’s investment policy and practices. Cmr. Gerry commented that one of the reasons that HACA formed its’ non-profit instrumentality, Preserving Alameda County Housing, Inc. (PACH), was to create opportunities for investment in more housing. He further commented that he’d like to see HACA invest in more housing and Cmr. Ballew expressed his agreement. Mr. Wiest talked about HACA’s investments in the partnerships with other affordable housing organizations to create more affordable housing. Cmr. Hannon commented that it is nice to see some slight increases in investment returns.

5-4. INFORMATION: PROGRAM ACTIVITY REPORT

Daniel Taylor, Special Programs Manager, presented the staff report. Mr. Taylor provided an update on HACA's scholarship program and highlighted the accomplishments of a Family Self-Sufficiency program participant. Report received with no questions or comments from the Housing Commission.

5-5. INFORMATION: COMMISSIONER REPORTS

Chairperson McQuaid and Vice Chairperson Shao highlighted recent initiatives that their city councils are carrying out in an effort to promote and develop more affordable housing in their cities.

6. ADJOURNMENT

There being no further business to discuss Chairperson McQuaid adjourned the meeting at 8:41 a.m.

Respectfully submitted,

Melissa Taesali
Executive Assistant

NEW BUSINESS

May 22, 2023

HOUSING AUTHORITY OF ALAMEDA COUNTY

AGENDA STATEMENT

Meeting: May 22, 2023

Subject: Memorandum of Understanding (MOU) with SEIU Local 1021

Exhibits Attached: - Resolution No. 05-23
 - Signed Tentative Agreements

Recommendations: Adopt Resolution Approving Successor MOU

Financial Statement: \$87,264.31 for represented employees for Fiscal Year 2022-2023

BACKGROUND

The current MOU between the Housing Authority of the County of Alameda (HACA) and SEIU Local 1021, which represents all full time, non-confidential and non-management employees, expired on June 9, 2022. The negotiating parties reached tentative agreement and the Union's negotiating team submitted the tentative agreement to the membership, which approved it. The new successor Memorandum of Understanding (MOU) is for a three (3)-year term from July 1, 2022 through June 30, 2025.

DISCUSSION and ANALYSIS

The substantive changes regarding the negotiated terms of the successor MOU are outlined in the attached signed Tentative Agreements. All other substantive terms and provisions remain the same.

Costs for subsequent fiscal years will be included in the budgets for the respective years.

RECOMMENDATION

Staff recommends your Commission adopt a resolution approving the terms of the MOU with SEIU Local 1021 as reflected in the attached pages.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

RESOLUTION NO. 05-23

**APPROVING MEMORANDUM OF UNDERSTANDING (MOU)
WITH SEIU LOCAL 1021 FOR FISCAL YEARS 2023-2025**

WHEREAS, the Housing Authority of the County of Alameda (“Authority”) recognizes Service Employees International Union (SEIU) Local 1021 as the exclusive representative for the Authority’s general employees bargaining unit, for fiscal years 2023-2025; and

WHEREAS, the Parties sought agreement on a three-year successor Memorandum of Understanding (MOU) and held discussions regarding the change in compensation and other terms; and

WHEREAS, the Parties have now come to agreement on a successor MOU for a term from 2023-2025;

NOW, THEREFORE, BE IT RESOLVED, that the Housing Commission of the Housing Authority of the County of Alameda does hereby approve and authorize the Executive Director to delegate the execution of the Memorandum of Understanding with SEIU Local 1021 for the fiscal years 2023-2025 as presented at this meeting.

PASSED, APPROVED AND ADOPTED by the Housing Commission of the Housing Authority of the County of Alameda on this 22nd day of May 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

EXCUSED:

ABSENT:

Attest:

Peggy McQuaid
Housing Commission Chairperson

Kurt Wiest
Housing Commission Secretary/Executive Director

Adopted: May 22, 2023

Housing Authority of Alameda County and SEIU Local 1021

2022 Labor Negotiations

Second Amended Last, Best & Final Proposal

Date: May 3, 2023

MOU Sections: 7(D) – Overtime, 9(A) – Holidays, 12 – Wages & 35 - Term

Proposal:

The Authority makes the following package offer as a response to the March 27, 2023 mediator's proposal for a successor MOU with a term from July 1, 2022 to June 30, 2025. This is a package offer and must be accepted or declined as a whole.

1. The Authority will (1) increase base wages for all represented job classifications by 4.0% and (2) make a one-time pay to each employee in the amount of \$1,000.00 per person minus applicable payroll deductions, both effective the first full pay period following Commission adoption of the successor MOU.
2. The Authority will increase base wages for all represented job classifications by 4.0% effective June 10, 2023.
3. The Authority will increase base wages for all represented job classifications by 4.0% effective June 8, 2024.
4. Telecommuting: The Parties will meet to discuss telecommuting within 180 days of HACA's hire of a new Human Resources Director. The Authority is actively recruiting for that funded vacancy.
5. Holidays: Add Juneteenth Holiday and update Article 9(A)(2).
6. Overtime Payments: Section 7(D) will be simplified to clearly state that employees earn overtime after working beyond their schedule. Payroll records definitively show which employees work 37.35/37.65 hour per week and which employees work 40 hours per week. The language provides that overtime earnings commence once an employee exceeds their particular schedule.
7. Schedules and Hours: The Parties' tentative agreement concerning Sections 6 and 9 will be included in the successor MOU.

MOU Language:**SECTION 7(D) – OVERTIME PAYMENTS**

~~Employees in the Salary Schedule attached to this Memorandum of Understanding shall be compensated for all time worked in excess of thirty-seven point thirty-two (37.32) or their regularly scheduled shift thirty-seven point sixty-eight (37.68) hours in a week and less than forty (40) hours in a week at straight time plus compensatory time off at the rate of one-half (½) times the number of hours or fractions of hours worked and shall be compensated at one and one-half (1½) times the regular rate of pay. for work after forty (40) hours in a week, provided that employees shown to be on a forty (40) hour work week and shall be compensated at one and one-half (1½) times the regular rate for work after forty (40) hours in a week.~~

SECTION 9(A). HOLIDAYS DEFINED**1. Recurring Paid Holidays**

Recurring Ppaid holidays shall be:

January 1 - New Year's Day
 Third Monday in January - Dr. Martin Luther King's Birthday
 February 12 - Lincoln's Birthday
 Third Monday in February - Presidents' Day
 March 31 - Cesar Chavez's Birthday
 Last Monday in May - Memorial Day
June 19 - Juneteenth
 July 4 - Independence Day
 First Monday in September - Labor Day
 Second Monday in October - Columbus Indigenous Peoples Day
 November 11 - Veterans' Day
 Fourth Thursday in November - Thanksgiving Day/Day after Thanksgiving Day
 December 25 - Christmas Day

2. Non-Recurring Paid Holidays

All ~~other~~non-recurring days appointed by the President of the United States or the Governor of the State of California for a public fast, national day of mourning, thanksgiving, or holiday, and announced by the Executive Director shall be observed as one-time holidays. An Executive or Gubernatorial order designates a "holiday" applicable to this section only when it specifies that it applies to other government agencies specifically local government agencies such as HACA.

3. When a holiday occurs on a Friday in which the office is closed, employees who are in a full-time paid status, the scheduled workday before and the scheduled work day after will receive a Floating Holiday added to their balances with the next payroll submittal.

4. Floating Holidays

Floating Holidays are valued at ~~8.33~~ 8.35 hours of paid leave per holiday for employees working seventy-five (75) hours per pay period. Employees who work eighty (80) hours per pay period have Floating Holidays valued at 8.9 hours of paid leave per holiday.

Three (3) Floating Holidays are to be scheduled by mutual agreement of the employee and his/her manager and taken within the fiscal year. Floating Holidays that remain unused by the end of the fiscal year are forfeited.

Employees who have completed fourteen (14) years of Housing Authority service shall receive four (4) Floating Holidays each fiscal year, until the eighteenth (18th) year of service commences, at which time the number of Floating Holidays shall revert to ~~two (2)~~ three (3).

Employees hired on or after April 1 of any fiscal year are not eligible to receive the Floating Holidays in that fiscal year.

Note for Housing Commission: A correction will be made in the final MOU to state that employees who have completed 14 years shall receive 5 Floating Holidays, instead of 4, until the 18th year. This is consistent with terms of the previous MOU.

SECTION 12. WAGES

A. STEP INCREASES. Step increases shall be awarded in accordance with Article 3.2.1. of the Personnel Rules.

B. BASE WAGE INCREASES ~~COST OF LIVING ADJUSTMENTS~~. The Housing Authority will increase ~~implement~~ a base wages ~~cost of living increase~~ for all classifications represented by the bargaining unit as follows:

1. ~~4.03.5%~~ effective the first full pay period following Housing Commission adoption of the successor Memorandum of Understanding. Each employee will also be paid \$1,000.00 minus applicable payroll deductions on a one-time basis effective the first full pay period following Housing Commission adoption of the successor Memorandum of Understanding. ~~Retroactivity is an optional term contained in a labor agreement and it may therefore be negotiated by the Parties in their successor Memorandum of Understanding negotiations.~~

~~Regarding implementation of the cost of living increase in the first year of this Memorandum of Understanding, the effective date is retroactive to June, 14, 2019 (pay period 19 14).~~

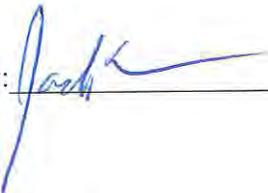
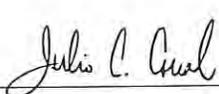
2. 4.0% effective June 10, 2023. ~~3.25% effective July 9, 2020.~~
3. 4.0% effective June 8, 2024. ~~3.25% effective July 8, 2021.~~

The Housing Authority will issue a request for proposals from interested parties during the last year of the term of this Memorandum of Understanding to conduct a labor market total compensation study and will select a responding party with expertise in the applicable field. The study will use the current Housing Authority benchmark job classifications, current comparable agencies and current total compensation ingredients used by the Housing Authority for bargaining unit positions. The study will be completed before the Parties commence negotiations for a successor Memorandum of Understanding and will therefore provide them with current labor market data for subsequent negotiations.

The Housing Authority and SEIU Local 1021 will each pay one-half of the fee charged by the professional retained to conduct this study.

SECTION 35. TERM OF MEMORANDUM

This Memorandum of Understanding shall become effective as of July 1, 2022 ~~June 14, 2019~~, except as otherwise provided herein, upon the approval of the Housing Authority of the County of Alameda Housing Commission and shall remain in effect up to and including June 30, 2025 ~~June 9, 2022~~. This term comes with the mandate that the Parties commence successor Memorandum of Understanding negotiations no later than January 6, 2025 ~~January 9, 2022~~.

For the Authority:  For the Union: 

Date: May 10, 2023

Date: May 5, 2023

Housing Authority of Alameda County and SEIU Local 1021

2022 Labor Negotiations

Proposal 3: ~~Overtime Compensation~~ *Schedules*

Date: June 22, 2022

MOU Sections: 6 & 9

Proposal:

HACA proposes revisions to Sections 6 and 9 of the MOU to both clarify work schedule options for employees and to update work week hours to align the new payroll system, ADP, for the purpose of time entry as follows:

- Section 6A: Added language to outline the current work schedule options for employees, including a new schedule option for 75-hours employees (8:30am-5:20pm with a 30-min lunch).
- Section 6.B.1 and 6.B.2: Revised section to outline work hour schedules for the sole purpose of time entry into the payroll system.
- Section E: Revised language to refer to "75-hour" and "80-hour" schedules rather than previous "40-hour per week" and "37.5-hour per week" schedules that are not aligned with the new payroll system.
- Section G: Removed language stating that 80-hour employees shall take lunch from 12-12:30pm on the first Friday of the pay period, as this is not required.
- Section I (1): Removed the current section #1 "Daily work schedule as follows" because work schedules are now outlined in Section A.
- Section I (5): Updated language in the current section #5 "Paid Leaves" to remove daily hourly totals that do not align with the new payroll system. This section is now #4 in the revised Section I.
- Section I (6): Removed the current section #6 "Alternative Work Schedule" because the alternative schedule options are now outlined in Section A and they are not tied to

a hardship situation. Rather, HACA provides all employees with the multiple schedule options outlined in Section A.

- Section 9 (1): Updated the value of Floating Holidays to 8.35 (from 8.33) for 75-hour employees to align with the new payroll system.

MOU Language:

SECTION 6. HOURS OF WORK: SCHEDULES AND REST PERIODS

- A. **WORK SCHEDULES.** The Executive Director shall prepare a schedule showing the hours each employee is to work, and the days each employee is scheduled to work.
1. Daily work schedule for 75-hour/pay period employees is as follows:
 - a. 75-hour/pay period employees shall work a total of 8 hours and 20 minutes, with a thirty (30) or forty-five (45) minute lunch per working day, for nine (9) days in a 2-week pay period.
 - a.b. 75-hour/pay period employees shall work one of the following schedules, as arranged with their manager:
 - (i) 8:00am – 5:05pm with a 45-minute lunch
 - (ii) 8:00am – 4:50pm with a 30-minute lunch
 - (iii) 8:15am – 5:05pm with a 30-minute lunch
 - (+)(iv) 8:30am – 5:20pm with a 30-minute lunch
 2. Daily work schedules for 80-hour/pay period employees are as follows:
 - a. 80-hour/pay period employee shall work a total of 8 hours and 45 minutes (8.25 hours), with a forty-five (45) minute lunch, per working day for nine (9) days in a 2-week pay period.
 - b. 80-hour/pay period employees shall work one of the following schedules, as arranged with their manager:
 - (i) 8:00am – 5:05pm with a 45-minute lunch
 - (ii) 8:00am – 4:50pm with a 30-minute lunch
 3. The official work week for overtime purposes for 75-hour and 80-hour employees begins at 12:00 p.m. on Friday until the subsequent Friday at 12:00 p.m.

B. WORK DAY HOURS AND WORK WEEK FOR PAYROLL SYSTEM PURPOSES.

~~6.B.1. WORK DAYHOURS FOR PAYROLL SYSTEM. The normal workday shall be 8.33 hours, 8:00 a.m. to 5:05 p.m. for nine (9) days of a pay period, (45 minute lunch) for employees working seventy five (75) hours per pay period.~~

~~6.B.2. For employees working eighty (80) hours a pay period, the normal workday shall be nine (9) hours, 8:00 a.m. to 5:30 p.m. for five (5) days of a pay period, (one-half(1/2) hour lunch), and~~

~~6.B.3.6.B.1. 8.75 hours 8:00 a.m. to 5:30 p.m. for four (4) days of a pay period (forty-five (45) minute lunch). Due to the constraints of HACA's payroll system, ADP, the following work hour schedules apply solely for the purpose of time entry into the payroll system. Employees actual daily working schedules are detailed in Section A.~~

ADP - Time Entry Schedule for 75-hour employees		
Day	Week 1	Week 2
Saturday	0.00	4.25
Sunday	0.00	0.00
Monday	8.35	8.35
Tuesday	8.35	8.35
Wednesday	8.35	8.35
Thursday	8.30	8.35
Friday	4.00	0.00
Total Hours	37.35	37.65

6.B.4.6.B.2.

6.B.5.6.B.3.

6.B.6.6.B.4.

6.B.7.6.B.5.

ADP - Time Entry Schedule for 80-hour employees		
Day	Week 1	Week 2
Saturday	0.00	5.00
Sunday	0.00	0.00
Monday	9.00	8.75
Tuesday	9.00	8.75
Wednesday	9.00	8.75
Thursday	9.00	8.75
Friday	4.00	0.00
Total Hours	40.00	40.00

~~6.B.2 WORK WEEK FOR PAYROLL SYSTEM. The work week shall commence on Friday at 12:00 a.m. for employees and run until the subsequent Friday at 12:00 a.m.. The first week of a pay period shall be 37.32-35 hours and the second week shall be 37.68-65 hours for 75-hour employees. 80- hour employees shall work two (2) forty (40)-hour weeks in each pay period.~~

- C. **HOURS OF WORK DEFINED.** Hours worked, including all hours suffered to be worked, shall include all time not under the control of the employee whether such hours are worked in the Housing Authority's work place or in some other place where the employee is carrying out the duties of the Housing Authority.
1. All employees shall punch in at the beginning of the work day. Employees who punch in on-time need not punch in or out the rest of the day.
 2. Employees who punch in late must have their time cards signed by their department supervisor or the supervisor's designee and punch in and out for lunch and at the end of the day.
 3. The Housing Authority reserves the right to require any employee who is habitually late returning from lunch to punch in and out until his or her behavior is corrected.
- D. **REST PERIODS.** Each employee shall be granted a rest period of fifteen (15) minutes during each work period of more than three (3) hours duration, provided however that rest periods are not scheduled during the first or last hour of such period of work. No wage deduction shall be made nor time off charged against employees taking authorized rest periods nor shall any rights to overtime be accrued for rest periods not taken. There is no obligation upon the Housing Authority to provide facilities for refreshments during the rest periods or for procurement thereof.
- E. **CONVERSION OF WORK ~~WEEK-PAY PERIOD FROM 37.575-HOUR TO~~ 40.080-HOURS PAY PERIOD.** Employees in classification converting to a ~~forty (40)-hour week~~ an eighty (80) hours per pay period schedule shall carry over their vacation and sick leave balance in the same number of days and fractions of days recorded for the ~~thirty-seven point-five (37.5) hour work week~~ previous seventy-five (75) hours per pay period schedule.
- F. **VOLUNTARY REDUCTION OF WORK PERIOD.** Upon mutual agreement of a full-time permanent employee covered by this Memorandum of Understanding and the Executive Director or his/her designee, any such employee may elect to reduce work hours with an equal reduction in pay and paid benefits for periods of up to thirteen (13) pay periods as follows:
1. An employee and the Executive Director or his/her designee may agree that the employee shall work a part-time work schedule of 90%, 80%, 70%, 60%, or 50% in any bi-weekly pay period with a corresponding reduction in pay and paid benefits as set forth in Paragraph 4.
 2. Employees working an approved reduced work schedule shall revert to full-time work status at the end of the agreed-to-period or if the employee transfers, promotes, demotes, terminates, or in any other way changes his/her status with

the Housing Authority he/she shall be removed from the reduced work schedule.

3. With ten (10) calendar days advance notice, the Executive Director or his/her designee may unilaterally terminate an approved reduced work schedule in the event of an unanticipated staffing or fiscal emergency. The determination to terminate the approved reduction shall be final and non-grievable.
 4. Employees opting to reduce hours under this Section shall be deemed full-time employees for all purposes of this Memorandum of Understanding, including dental coverage pursuant to Section 14., except that such employees shall be entitled to paid leave accruals and health plan contributions on a prorated basis during such periods.
- G. **LUNCH PERIODS.** Employees shall be entitled to an uninterrupted meal period of thirty (30) minutes, or forty-five (45) minutes depending on the daily schedule, which shall be scheduled by their unit supervisor at approximately the mid-point of the workday.

~~80-hour/pay period employees shall take lunch from 12:00-12:30 on Friday of the first week of the pay period.~~

- H. **ALTERNATIVE WORK SCHEDULES.** The Housing Authority acknowledges that it has never had nor expects to have evening work, night work, weekend work, split shifts, or standby duty. Should the occasion arise where this assignment is necessary, the Housing Authority agrees to follow whatever administrative practices (including pay premiums) that are in effect covering such situations for SEIU represented employees employed by the County of Alameda.
- I. **BI-WEEKLY OFFICE CLOSURE.**

~~1. Daily work schedule as follows:~~

~~2.~~

~~3. 75-hour/pay period employees shall work 8:00 a.m. to 5:05 p.m. with a forty-five (45) minute lunch for nine (9) days = seventy-five (75) hours.~~

~~4.~~

~~5. 80-hour/pay period employee shall work 8:00 a.m. to 5:30 p.m. with forty-five (45) minute lunch for four (4) days = 35 hours, and 8:00 a.m. to 5:30 p.m. with ½ hour lunch for five (5) days = forty-five (45) hours. The official work week for overtime purposes for 80-hour employees would begin at 12:00 a.m. on Friday until the subsequent Friday at 12:00 a.m.~~

~~6.1. Office Closed on Alternate Fridays. Payday would become is the second Thursday in the pay period for submitting time sheets and collecting paychecks.~~

~~7.2. When a Holiday Occurs on a Scheduled Work Day. The office will be closed and employees will receive holiday pay for the full day, so long as they meet the eligibility requirements contained in this contract.~~

8.3. When a Holiday Occurs on a Friday in Which the Office is Closed. Employees who are in full time paid status the scheduled workday before and the scheduled work day after will receive a Floating Holiday added to their balances with the next payroll submittal.

9.4. Paid Leaves. Employees shall be entitled to use sick leave, vacation, and other paid or unpaid leave for the full 8.33 or 8.9 working hours, whichever applies, of each scheduled work day, if otherwise eligible for said leaves.

~~1. Alternative Work Schedule. Managers are given discretion, in hardship situations, to allow some 75-hour employees a 1/2-hour lunch schedule, allowing them to leave at 4:50 p.m. or to allow them to start at 8:15 a.m. For the purpose of this section, hardship shall be defined as, but not limited to child care requirements and length of commute. Requests for hardship schedules may be granted on a "first come, first serve basis," with ties broken by seniority, as referenced in Memorandum of Understanding Section 10. Vacation I.I. Requests for hardship schedules shall not be unreasonably denied and will be reviewed each January.~~

SECTION 9. HOLIDAYS

1. Floating Holidays

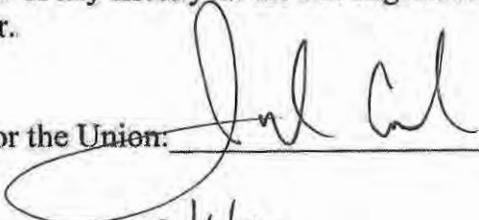
Floating Holidays are valued at 8.338.35 hours of paid leave per holiday for employees working seventy-five (75) hours per pay period. Employees who work eighty (80) hours per pay period have Floating Holidays valued at 8.9 hours of paid leave per holiday.

Three (3) Floating Holidays are to be scheduled by mutual agreement of the employee and his/her manager and taken within the fiscal year. Floating Holidays that remain unused by the end of the fiscal year are forfeited.

Employees who have completed fourteen (14) years of Housing Authority service shall receive four (4) Floating Holidays each fiscal year, until the eighteenth (18th) year of service commences, at which time the number of Floating Holidays shall revert to two (2).

Employees hired on or after April 1 of any fiscal year are not eligible to receive the Floating Holiday in that fiscal year.

For the Authority: 

For the Union: 

Date: 8-3-22

Date: 12/6/22

HOUSING AUTHORITY OF ALAMEDA COUNTY

AGENDA STATEMENT

Meeting: May 22, 2023

Subject: Salary Adjustment for Non-Management, Non-Bargaining Unit Employees

Exhibits Attached: Resolution No. 06-23

Recommendation: Adopt Resolution Approving Salary Adjustment for Non-Management, Non-Bargaining Unit Employees

Financial Statement: \$1,366 approximate cost for Fiscal Year 2022-2023

BACKGROUND

It has been the Housing Authority's standard practice to implement the same terms and conditions of employment for unrepresented non-management classifications as those that were negotiated for the bargaining unit.

The negotiated Memorandum of Understanding (MOU) between the Housing Authority of the County of Alameda and SEIU Local 1021 covers all full time, non-confidential, non-management employees. The Housing Authority has two classifications that are not management and are not part of the bargaining unit represented by SEIU Local 1021. One classification is a part-time Administrative Clerk and the other classification is Secretary, which is classified as confidential and is in the Human Resources Department. There is currently one employee in the Secretary classification while the part-time Administrative Clerk job classification is currently vacant.

DISCUSSION and ANALYSIS

A successor Memorandum of Understanding (MOU) through June 30, 2025, was negotiated with SEIU Local 1021 for bargaining unit employees and is scheduled for approval by your Commission today. It is recommended that the same terms and conditions apply to these employees as follows:

- 4.0% cost-of-living adjustment effective the first full pay period following Housing Commission adoption of the successor MOU;
- A one-time payment of \$1,000 minus applicable payroll deductions, effective the first full pay period following Housing Commission adoption of the successor MOU;
- 4.0% cost-of-living adjustment effective June 10, 2023;
- 4.0% cost-of-living adjustment effective June 8, 2024;
- Payment of the cost-of-living increases will be made at the same time and in the same manner as payment for bargaining unit employees.

The cost for fiscal year 2022-2023 does not include the vacant part-time Administrative Clerk position. Costs for subsequent fiscal years will be included in the budgets for the respective years.

RECOMMENDATION

Staff recommends your Commission adopt a resolution approving a salary adjustment and the same terms and conditions of employment for unrepresented non-management classifications, consistent with standard practice.