

**SEIU Local 721**  
**Area Housing Authority**  
**of the**  
**County of Ventura**  
**Memorandum of Understanding**

**July 1, 2014**  
**through**  
**June 30, 2017**





**TENTATIVE AGREEMENT OF MEMORANDUM OF UNDERSTANDING  
BETWEEN AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA  
AND SEIU LOCAL 721**

**ARTICLE 1 - PREAMBLE**

This Memorandum of Understanding (hereinafter variously referred to as "MOU," "Contract" or "Agreement") is made between the Board of Commissioners of the Area Housing Authority of the County of Ventura (hereinafter variously referred to as the "Authority" or "AHA") acting on behalf of the Authority and the duly authorized representatives of SEIU Local 721 (hereinafter variously referred to as "Union" or "SEIU 721") acting on behalf of represented employees of the Authority. The purpose of this Agreement is to promote harmonious relations between the Authority, the Union and the bargaining unit employees by setting forth the understanding of the parties reached as a result of meeting and conferring, in good faith, regarding wages, hours and certain other terms and conditions of employment of employees in the classifications set forth in Article 4 herein.

**ARTICLE 2 - TERM OF THE AGREEMENT**

This Memorandum of Understanding shall be and remain in full force and effect during the period from July 1, 2014 through June 30, 2017.

Either party may serve written notice on the other on or before April 1, 2017, of its desire to begin negotiations for a successor memorandum of understanding. Both parties agree "writing" includes email communications.

**ARTICLE 3 - RATIFICATION OF THE AGREEMENT**

This Memorandum of Understanding will have no force or effect until ratified by the Union members and approved by the Board of Commissioners of the Area Housing Authority of the County of Ventura.

Upon ratification by the Union and approval by the AHA Board, this MOU shall become effective on July 1, 2014.

**ARTICLE 4 - CONTINUING RECOGNITION**

SEIU 721 has been previously recognized and is hereby acknowledged as the continuing employee organization for those regular, full-time employees in the job classifications listed below. It is recognized that there are employees not filling all of the job classifications listed in Appendix A at the time of the signing of this MOU.

**TENTATIVE AGREEMENT OF MEMORANDUM OF UNDERSTANDING  
BETWEEN AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA  
AND SEIU LOCAL 721**

Employees covered by the terms of this MOU shall be those identified in the classifications listed in Appendix A. Any additional job classifications developed during the term of this MOU and designated by AHA management as non-confidential or non-supervisory classifications shall be added to those classifications listed in Appendix A.

AHA agrees to notify the Union as positions are added, deleted, re-titled, or the salary range is adjusted to be competitive with the local area's work force.

**ARTICLE 5 - MAINTENANCE OF EXISTING CONDITIONS AND WAIVER**

The rights, privileges, benefits and terms and conditions of employment as set forth in the Human Resources Policies and Procedures as of the date of this MOU, identified in Appendix C, which are not specifically modified herein, shall control and remain in full force, unchanged and unaffected during the term of this MOU, unless changed by mutual agreement of the parties and set forth in writing.

The waiver of any breach, term or condition of the MOU or the Policies and Procedures of the AHA shall not constitute a precedent for the future enforcement of all its terms and provisions.

The AHA shall have the right to update its Human Resources Policies and Procedures with applicable language when laws and regulations change. The AHA shall notify the Union via electronic mail of such changes when they are made.

The parties acknowledge that, during the negotiations which resulted in this MOU, each team had the unlimited right and opportunity to make demands and proposals with respect to any subject matter covered by this MOU. All terms and conditions of employment expressly included in this MOU shall remain in full force and effect for the term of this MOU, unless the AHA and Union mutually agree to amend this MOU; however, neither party hereto shall be obliged to meet and confer during the term hereof except as provided herein.

**ARTICLE 6 - SALARY INCREASES**

The attached salary structure, Appendix A, implemented by the AHA on April 27, 2007 and updated with new positions through June 30, 2017, representing job classifications in the bargaining unit, shall be accepted for the term of this agreement.

Salary adjustments for Grant funded employees shall be reviewed by AHA management, and any salary increases shall be in accordance with the availability of funds associated with the unique Grant.

**TENTATIVE AGREEMENT OF MEMORANDUM OF UNDERSTANDING  
BETWEEN AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA  
AND SEIU LOCAL 721**

Employees in the bargaining unit, to be eligible for salary adjustments, must be in an active work status, and the employee shall not have any disciplinary action pending, when the salary adjustments are made.

AHA Management may, at its discretion, provide additional salary increases or bonuses for all bargaining unit employees during the term of the MOU.

Effective July 1, 2014 all SEIU 721 represented employees will receive 3% increase, effective July 1, 2015 all SEIU 721 represented employees will receive additional 2-1/2% bonus and effective July 1, 2016 all SEIU 721 represented employees shall receive additional 2-1/2% bonus.

**ARTICLE 7 - MEDICAL/DENTAL/VISION INSURANCE**

AHA medical and dental insurance contributions for employees and dependents shall be capped at the premium dollar amount for the 2014 calendar year. The AHA pays \$700.00 per month towards medical, dental and vision insurance for the employee and any eligible dependents.

Employee premium costs for medical, dental and vision in excess of the established premium caps shall be the responsibility of the employee. Employee dependent costs in excess of the premium caps shall be the responsibility of the employee.

Prior to the group insurance renewal date of November 30, 2014, AHA will schedule a meeting SEIU 721 to discuss the health insurance contribution for employees and their dependents as well as the incorporation of any new legislated policies due to the passage of the Patient Protection and Affordable Care Act of 2010.

The monthly AHA insurance premium contributions for health, dental, and vision for regular and introductory full-time employees is listed in Appendix "B". If AHA's contribution to medical, dental, and/or vision insurance premium is in excess of the respective amounts for the employee, no excess monies shall be given to the employee.

Effective upon the 2015 plan renewal, the AHA will pay \$750.00 per month towards medical, dental and vision insurance for the employee and any eligible dependents. Effective upon the 2016 plan renewal, the AHA will pay \$800.00 per month towards medical, dental and vision insurance for the employee and any eligible dependents.

**TENTATIVE AGREEMENT OF MEMORANDUM OF UNDERSTANDING  
BETWEEN AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA  
AND SEIU LOCAL 721**

**ARTICLE 8 - UNION RIGHTS**

The AHA affirms the right and recognizes the necessity of the Union to designate employees as Stewards. Further, the AHA recognizes that Stewards are the official on-site representatives of the Union and commits that no Steward will be unlawfully discriminated against because of the exercise of his/her rights and duties as are specifically set forth by the provisions of this MOU. It is also agreed by the AHA and the Union that the purpose of all Union representatives is to promote an effective relationship between the AHA and the Union by assisting in settling grievances at the lowest possible level of the grievance procedure.

The AHA agrees to allow 2 members of the Union to serve as Union Stewards and each shall be allowed to take one hour per month, if needed, to attend Union Board meetings. Time used for this purpose shall be unpaid, or the Steward shall use vacation/floater time or leave without pay for this purpose.

Union Stewards shall mean regular AHA employees who are dues-paying members of the Union and are elected by the AHA represented employees and designated by the Union to assist represented employees with filing grievances and negotiate collective bargaining agreements.

The Union shall provide the names of employees designated as Union Stewards in writing to the AHA within 10 calendar days of the effective date of this MOU and when any change occurs. In addition, the Union shall provide a list of Stewards who can post materials on behalf of the Union. These lists shall be kept current by the Union.

Union Steward(s) shall be authorized a reasonable amount of time off by their immediate supervisors without loss of pay to investigate grievance of employees, negotiate contracts, provide Union information to newly hired AHA employees or to participate in disciplinary interviews. Employee/grievant and his/her Union Steward must notify their immediate supervisor(s) as far in advance as possible of the dates and times scheduled for these activities. Union Stewards shall receive no overtime as a result of time spent performing Union Steward duties. Union Stewards shall continue to be responsible for the full and prompt performance of his/her primary AHA work duties.

The AHA agrees to allow one Union Steward, authorized paid time-off to attend the regularly scheduled AHA Board of Commissioners' meetings. Attendance at such meeting shall be as a "member of the public" with the same rights as any individual attending such a meeting, as a member of the public.

The AHA agrees to allow one paid SEIU 721 Union staff member or Union Steward authorized time-off for up to one half hour of meeting time with new employees, in the bargaining unit job classifications, following the new employee's orientation process.

**TENTATIVE AGREEMENT OF MEMORANDUM OF UNDERSTANDING  
BETWEEN AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA  
AND SEIU LOCAL 721**

The purpose of this meeting shall be to present the new employees with information about the Union and his/her right to join.

A total of thirty-two (32) hours per year will be available for SEIU 721 Stewards to be off from work for union business, at union expense. Such days off shall be recorded as "time-off without pay" and shall not be counted as vacation, sick leave or floater days off. Employee requests for hours off shall be presented to management at least seven (7) workdays in advance of the requested time off; such requests shall not unreasonably interfere with the normal operations of the AHA, and shall have management's prior approval.

Paid SEIU 721 Union staff members shall be authorized to visit workstations of the Union Stewards to conduct official Union business.

All other Union work, except time spent in negotiations, grievance resolution, and testifying in connection with hearing boards shall be conducted on the employee's own time. The employee may utilize vacation time, personal time off (floater days) or leave without pay, subject to the employee's supervisor's approval to engage in other Union business or activities, provided that such time-off does not unreasonably interfere with the normal operations of AHA business.

**ARTICLE 9 - GRANT FUNDED, PART-TIME AND TEMPORARY EMPLOYEES**

Full-time regular employees, in the represented job classifications, whose total compensation is funded by a Grant, shall have the option of joining the Union. The salary and benefits provided to the Grant employee are not covered by this MOU, and will only be provided to the Grant employee to the extent which the unique Grant funding allows.

Temporary employees are defined as employees hired for a limited period of time not to exceed 90-calendar days. One extension of 30 days may be granted for the completion of a specific task or project, upon mutual agreement with the Union. AHA will provide a courtesy notice to the Union at least 10 calendar days prior to the end of the initial 90 days with an expected completion date if a project exceeds 90-calendar days.

Part-time and temporary employees are not eligible for Union membership.

**ARTICLE 10 - VACATION PAYOFF**

Employees may request a vacation payoff for all or part of the un-used vacation hours he/she has accrued, in the preceding 12-month period (October 1 through September

**TENTATIVE AGREEMENT OF MEMORANDUM OF UNDERSTANDING  
BETWEEN AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA  
AND SEIU LOCAL 721**

30), providing the employee has utilized a minimum of 60-hours of accrued vacation during the time period October 1 through September 30. The vacation payoff shall occur once each year, on the first pay date in November, at the employee's pay rate as of September 30 of that year.

**ARTICLE 11 - BILINGUAL PAY**

Regular, full-time employees, who successfully pass the multilingual test, as administered by the AHA, shall receive bilingual premium pay in the amount of fifty (\$0.50) cents per hour, for all hours worked, to provide basic translation services, during the normal performance of his/her job.

The AHA shall determine, based on operational requirements, if additional bilingual staff is necessary. If AHA determines that additional bilingual staff is necessary, the AHA reserves the right to develop; with the assistance of a qualified teacher; periodically schedule and administer a bilingual test that is related to actual AHA work conversation.

Translation services shall mean, *"the exchange of information using oral expression and listening comprehension, with minor emphasis on reading and writing, during the normal performance of the job."* Such tasks include, but are not necessarily limited to:

- Telephone calls
- Appointment scheduling
- Background investigations
- Individual and/or dependent status changes
- Health and/or physical limitations
- Birth, marriage and death information
- Financial status
- Forms and document processing

The AHA reserves the right to use outside translation services to assist with any multilingual translations, interpretations, and/or documentation.

**ARTICLE 12 - LONGEVITY BONUS**

The longevity bonus shall be discretionary, require the AHA's Executive Director's approval, and the expenditure shall be within budget. The longevity bonus shall be given to all bargaining unit employees, if it is given to non-bargaining unit employees.

If the Executive Director determines a longevity bonus shall not be given during the term of this MOU, the AHA shall notify the Union of such a decision at least thirty (30)



**TENTATIVE AGREEMENT OF MEMORANDUM OF UNDERSTANDING  
BETWEEN AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA  
AND SEIU LOCAL 721**

days prior to November 30 and shall meet with the Union upon the Union's request to discuss the reasons that the bonus is not being given. The final decision of awarding the longevity bonus shall rest with the Executive Director.

For calculating years of service, regular full time employees, on the payroll as of December 1 of a given year, shall be credited with one year of service, regardless of the hire date.

Employees who have completed seven (7) years of continuous service with the AHA, shall receive a fixed dollar amount of five hundred dollars (\$500.00), plus one hundred dollars (\$100.00) for each full year of service beyond seven (7) years, to a maximum of one thousand dollars (\$1,000.00), regardless of the length of service.

The longevity bonus shall be distributed during the month of December to eligible employees on the payroll as of December 1, of the given year. Employees who have terminated prior to December 1, of the given year, shall not be eligible for a longevity bonus, regardless of years of service.

**ARTICLE 13 - BULLETIN BOARD ACCESS**

The AHA shall make available to the Union a bulletin board for the purpose of displaying and posting materials relating to the Union and the bargaining unit. In advance of any such posting, the Union shall furnish a copy of the material to be posted to the AHA. All posted material shall be signed and dated by the Union Steward or Union staff member.

All posted material must adhere to AHA bulletin board policies and procedures.

The Union may use existing employee mailboxes for distribution of literature, if a copy of the material is provided to Human Resources in advance of distribution. The Union agrees that any literature posted or distributed on-site will not be libelous, obscene, and defamatory.

**ARTICLE 14 - FACILITY USE**

Duly authorized representatives of SEIU 721, with prior approval of AHA management, may be granted the use of meeting room facilities, during non-working hours, for meetings with represented employees, providing such meetings are not intended for organizational activities or membership drives involving non-represented AHA employees.

**TENTATIVE AGREEMENT OF MEMORANDUM OF UNDERSTANDING  
BETWEEN AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA  
AND SEIU LOCAL 721**

Solicitation of membership and such activities concerned with the internal management of SEIU 721 such as conducting elections, campaigning for office, holding membership meetings, distributing literature to individual employees, shall not be conducted during normal working hours of the AHA. Acknowledged Union Stewards do have the right to meet with employees during rest periods and lunch breaks.

**ARTICLE 15 - AREA HOUSING AUTHORITY RIGHTS**

It is acknowledged that the AHA retains all management rights, regardless of the frequency of use, which have not been abridged by specific provisions of the MOU or by law:

- to determine the mission of the AHA and its constituent departments;
- to set the standards of service to be offered to the public;
- to exercise control and discretion over its organization's operations;
- to direct its employees as to the methods, means, necessity or organization of any service or activity, including emergency situations, required to accomplish its mission.

The AHA reserves the right to direct its employees' work; take disciplinary actions; relieve its employees from duty because of lack of work or other legitimate reasons; classify and re-classify positions; determine the methods, means and personnel by which the AHA's operations are to be conducted; to exercise complete control and discretion of the AHA's technology to perform its work.

For employees in job classifications not covered by this MOU, the AHA has the sole right and discretion, without consulting, meeting or conferring with Union and its represented employees, to modify the salaries, hours or work, benefits, position, duties, and other terms and conditions of employment.

The exercise and retention of AHA's rights hereunder shall not be subject to appeal and/or meeting and conferring. However, the Union and its represented members may consult with the AHA's management about the practical consequences the decisions may have on wages, hours, and other terms and conditions of employment, which may result from the exercise of such management rights.

Nothing in this MOU shall be deemed to supersede the provisions of existing Federal or State law.

**TENTATIVE AGREEMENT OF MEMORANDUM OF UNDERSTANDING  
BETWEEN AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA  
AND SEIU LOCAL 721**

**ARTICLE 16 - NO STRIKE, NO LOCK-OUT**

During the term of this MOU, and any extensions thereof, the Union agrees that neither the Union, its officers or agents, nor any employees covered by this MOU, will cause, engage in, sanction, or support any strikes, work slowdowns, work stoppages, or fail to perform faithfully all of the job duties associated with his/her job classification, nor shall the Union or any employee covered by this MOU honor any similar job action of any other employee or group of employees of the Authority by withholding or refusing to perform services for the Authority.

Represented employees, who violate this provision, shall be immediately notified by the Union, in writing, to cease and desist from any such action, and shall instruct the employee to faithfully return to his/her job duties. Employees who violate any of the provisions of this Article may be disciplined up to and including termination.

The Authority agrees there shall be no lockouts made by the Authority during the term of this MOU or any extensions thereof.

**ARTICLE 17 - COMPLETION OF MEET AND CONFER**

It is acknowledged that during the negotiations which resulted in this MOU, the Union and its represented membership had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects within the scope of its representation. Therefore, for the term of this MOU unless specifically noted in this MOU, the Union agrees that the AHA shall not be obligated to meet and confer with respect to any subject or matter not specifically referred to or covered in this MOU. All terms and conditions of employment, including benefits, not covered by this MOU shall continue to be subject to the control and direction of the AHA.

**ARTICLE 18 - SAVING CLAUSE**

In the event that the implementation of any provision of this MOU shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any Article or section would be frustrated or restrained by such law or tribunal, the parties shall meet and confer for the purpose of endeavoring to agree on a replacement for such provision.

**ARTICLE 19 - WORK WEEK/WORK HOURS**

**TENTATIVE AGREEMENT OF MEMORANDUM OF UNDERSTANDING  
BETWEEN AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA  
AND SEIU LOCAL 721**

Depending on the operational needs of the AHA, management shall schedule the employee to the following schedule:

- A Regular Workweek Schedule: For both weeks of the pay period... 7:00 A.M. to 5:00 P.M. Monday through Thursday, with a paid half-hour lunch period. (40 hours per week or 80 hours during a two-week pay period.)

**Meal and Rest Periods**

The employee's immediate supervisor shall schedule meal and break periods to satisfy operational needs of the particular work group.

For nonexempt employees:

- Time In and Time Out (start of the work day and end of the work day) must be recorded on the time card, in addition to any other appropriate entries (sick, vacation, holiday, etc.) to account for the total hours of each week of the pay period;
- the meal period shall start no later than the five hours after the beginning of the employees shift. The meal period is 30-minutes in duration and shall be compensated. Nonexempt employees are required to record the actual Start and Finish times of their meal periods on the time card;
- two paid rest periods per work shift shall be provided, one ten-minute rest period in the morning and one fifteen minute rest period in the afternoon. Rest periods shall not be combined with the meal period to either extend the meal period or used to shorten the workday. Rest periods need not be recorded on the time card;
- whose work shift concludes after 6-hours, shall not be entitled to a meal period. One 10-minute rest period shall be provided during the work shift.

Supervision shall have the right to make an occasional exception to this procedure for nonexempt employees to accommodate the unique need of an employee, but actual Time In/Time Out and Start/Finish of meal periods must be recorded on the time card.

Punctual and consistent attendance shall be a condition of continued employment.

**ARTICLE 20 - GRIEVANCE PROCEDURE**

**Definition – Grievance**

A grievance is a claim by an employee concerning a perceived unjust action, practice, or condition committed by management, regarding wages, hours, and/or working conditions; a misinterpretation or an inequitable application of an existing personnel policy, practice, rule or regulation; or, a complaint of illegal discrimination or violations of the Memorandum of Understanding in effect between the Area Housing Authority and the authorized labor organization representing employees of the bargaining unit.

**TENTATIVE AGREEMENT OF MEMORANDUM OF UNDERSTANDING  
BETWEEN AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA  
AND SEIU LOCAL 721**

**The Process**

**Step 1 – Discussion with the Supervisor.**

- a. It is the employee's responsibility to meet with his/her supervisor to discuss the alleged grievance, in an attempt to resolve the issue at this level. This meeting shall be requested within five work days following the alleged act, and the meeting should occur within two work days following the request for a meeting, or as soon as administratively possible.
- b. If this meeting does not resolve the issue, the employee may petition, in writing, within five work days after the meeting with the supervisor, a meeting with the supervisor's next higher level of management in an attempt to resolve the issue at this next higher level.
- c. The immediate supervisor shall document the meeting and make the information available to the next higher level of management.

**Step 2 – Meeting with the Next Higher Level of Management**

- a. Once the timely written petition is received from the employee, a meeting with the next higher level of management must be scheduled within two work days or as soon as it is administratively possible, to discuss the grievance.
- b. Management will provide the employee with a written response to the grievance within five work days following the scheduled meeting.
- c. If the employee believes the grievance was not satisfactorily resolved, he/she may choose to submit, in writing, the grievance to the Executive Director within five work days after the receipt of management's response.
- d. The next higher level of management shall document the meeting and make the information available to the Executive Director.

**Step 3 – Review by the Executive Director**

Within two work days after receiving the written grievance from the employee or as soon as it is administratively possible, the Executive Director shall meet with the employee to discuss the grievance. The Executive Director shall provide the employee with a written response, within five work days following the meeting. The decision of the Executive Director shall be binding, final and conclusive.

**ARTICLE 21 - SICK TIME HOURS**

Regular and introductory full time employees shall accumulate 3.69 hours per pay period or 96 hours per year of paid sick leave. Regular part-time employees accumulate sick time hours on a prorated basis relative to the actual number of hours worked per month. Once an employee reaches the maximum sick time accumulation of

**TENTATIVE AGREEMENT OF MEMORANDUM OF UNDERSTANDING  
BETWEEN AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA  
AND SEIU LOCAL 721**

720 hours, the benefit shall be suspended until the employee's accumulated hours are below the stated threshold.

Sick time hours shall not be considered as an accrued benefit. No payment shall be made for unused sick time hours at the time of termination, regardless of the reason for the termination.

**General Guidelines**

**a. Physician's Certificate and/or Examination**

1. An employee absent from work, due to a personal illness or injury for more than five consecutive workdays shall have a signed certificate from a physician indicating that she/he was personally ill or injured. In the absence of such a certificate, any workdays absent beyond five days shall not be charged to paid sick time. The doctor's certificate shall be presented to the immediate supervisor and subsequently to the Human Resource Department.
2. Should the personal illness or injury cause the absence to go beyond five work days, the Housing Authority may require the employee to have a physical examination, by a physician of the AHA's choice, before allowing the employee to return to work.
3. Employees who are absent from work for five consecutive workdays due to a medical condition shall be placed on Medical Leave of Absence. (See HR Policy #605).

**b. Appropriate Use of Sick Leave**

1. The use of sick time hours shall have limitations. Sick time hours shall not be used in lieu of vacation or to extend periods of absence including vacation, holidays, personal time off days, and floater days, or to extend the last workday associated with a voluntary termination. For a voluntary termination, the use of accumulated and unused sick time hours shall not be used contrary to the appropriate use of sick time hours noted in this Article.
2. Sick time hours shall be used to cover the personal illness or injury of the employee or legal dependent, or to schedule medical or dental appointments, when this cannot be accomplished on the employee's day off. The employee's immediate supervisor shall approve, in advance, the use of sick days (hours) to schedule doctor's appointments.
3. A justification of the illness and/or a doctor's certification of the illness may be required by supervision, in order to authorize paid absence.
4. Sick time hours do not have to be used in full day increments.

**c. Call-In Absence**

**TENTATIVE AGREEMENT OF MEMORANDUM OF UNDERSTANDING  
BETWEEN AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA  
AND SEIU LOCAL 721**

1. It shall be the employee's responsibility to personally inform his/her immediate supervisor, no later than 15 minutes after the start of the assigned work shift, if he/she is going to be absent from work. If the supervisor is not available, the employee shall speak with or leave a message with his/her Director.
2. The employee shall be required to call his/her immediate supervisor each day of the absence or to call as directed by the supervisor.

**ARTICLE 22 - VACATION**

Vacation time shall be earned by continued active employment. Only actual time worked or otherwise spent in a pay status shall count toward vacation entitlements. Vacation credit shall not accrue during any periods of absence without pay.

Vacation pay shall be calculated at the employee's regular straight time hourly rate of pay. Under no circumstances shall vacation be taken before it has actually accrued.

**Section 1 – Vacation Accrual**

- a. Vacation shall accrue for regular and full-time employees during the introductory period, as follows:

<b>Time in Service</b>	<b>Accrual per Pay Period</b>
<b>(months)</b>	<b>(hours)</b>
<b>(months)</b>	
<b>(Based upon full time employment)</b>	
0 - 12	3.0777 3.08
13 - 24	3.385 3.38
25 - 36	3.692 3.69
37 - 48	4.000 4.00
49 - 60	4.308 4.31
61 - 72	4.616 4.62
73 - 84	4.923 4.92
85 - 96	5.231 5.23
97 - 108	5.538 5.54
109 - 120	5.846 5.85
121 & Thereafter	6.154 6.15

Regular part-time employees shall accrue vacation hours on a pro-rated basis; temporary employees shall not accrue any vacation hours.

**b. Vacation Administration**

1. Vacation time off may be requested at any time during the year. A Request for Approval of Leave shall be submitted to the employee's

**TENTATIVE AGREEMENT OF MEMORANDUM OF UNDERSTANDING  
BETWEEN AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA  
AND SEIU LOCAL 721**

immediate supervisor as soon as possible. Vacations for extended periods of time, two weeks or more, must be directed to supervision at least 30 days in advance. Employees may use vacation hours in less than full day increments.

2. Vacations shall be scheduled and approved by supervisors, at their discretion, for employees in their work group. The supervisor shall try to accommodate each individual's request. In the event of a conflict of individual vacation schedules within a given work group, length of service shall govern the granting of specific vacation periods, as well as departmental work schedules and requirements, and/or the "first come first served" principle.
3. The supervisor shall have the option to deny or defer vacation requests, if critical operational considerations require it. This denial or deferral must be in writing to the employee, with a copy forwarded to Human Resources for inclusion in the employee's personnel file.
4. Regular part time employees are governed by the same administrative rules which apply to full time employees.

c. Vacation Carry Over

Employees are encouraged to use accrued vacation each year. Employees may carry forward unused vacation time up to a maximum accrual of two years vacation, based on his/her current annual vacation accrual rate or 240 hours, whichever is less. Vacation accrual shall be discontinued so long as the maximum allowable balance remains.

d. Vacation Payoff

Employees may elect to be paid for all or part of the vacation time he/she has accrued, providing the employee has utilized a minimum of 60 accrued vacation hours in the preceding 12 month period, October 1 through September 30. The vacation pay-off shall occur once a year, on the first pay date in November, at the employee's pay rate as of September 30.

e. Illness While on Paid Vacation

Illness, while on paid vacation, shall be changed to Sick Leave rather than vacation only under the following conditions:

- The illness or injury of the employee was of a nature that would preclude the effective use of the scheduled vacation.
- The employee notifies his/her supervisor, within two calendar days of the beginning of the illness or injury or prior to the end of the scheduled vacation, whichever is sooner, to request that his/her illness on vacation be changed to Sick Leave.



**TENTATIVE AGREEMENT OF MEMORANDUM OF UNDERSTANDING  
BETWEEN AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA  
AND SEIU LOCAL 721**

- The immediate supervisor shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.

f. Vacation Payoff at Termination of Employment

1. Employees, whose employment is either voluntarily or involuntarily terminated from the Area Housing Authority, shall be paid, on his/her last workday, for any accrued and unused vacation hours not taken, at his/her current hourly rate of pay.
2. For a voluntary termination, accrued vacation time shall not be used to extend the last workday or end date of the employee's employment tenure with the Area Housing Authority.

**ARTICLE 23 - HOLIDAY SHUTDOWN**

During the term of this MOU, one ten (10) hour workday, as selected by AHA management, during the period between Christmas Eve and New Year's Day, shall be granted to employees as a day-off, at the employee's regular hourly rate of pay.

**ARTICLE 24 - FULL UNDERSTANDING**

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein. Other than specifically described in Article 5 above, this MOU supersedes any prior agreement or understanding, whether formal or informal, of the parties, regarding the matters set forth herein. It is also understood and agreed that if any part or provision of this MOU is in conflict or inconsistent with applicable provisions of federal, state or local laws, rules and regulations or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected thereby.

With respect to all matters contained herein, this MOU contains the full and entire understanding between SEIU 721 and the AHA.

\*\*\*\*\*

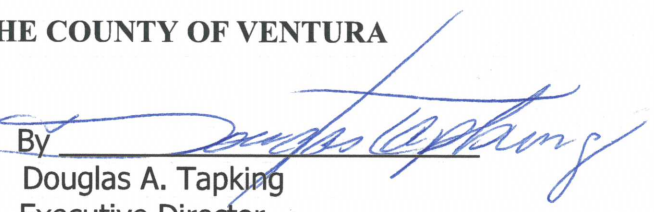
**TENTATIVE AGREEMENT OF MEMORANDUM OF UNDERSTANDING  
BETWEEN AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA  
AND SEIU LOCAL 721**


EXECUTED at 1400 West Hillcrest Drive, Newbury Park, California,

this 25<sup>th</sup> day of June, 2014.

**AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA**

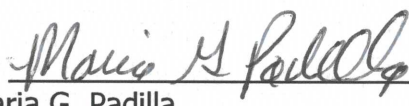
By   
Norm Nagel  
Chair, Board of Commissioners  
Area Housing Authority

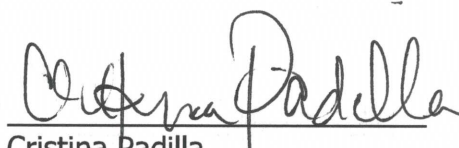
By   
Douglas A. Taping  
Executive Director  
Area Housing Authority

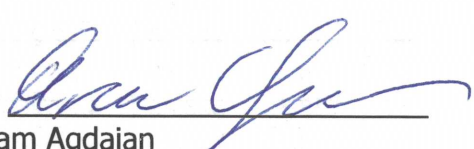
By   
Patricia Friou  
Manager, Human Resources  
Chair AHA Negotiations Team  
Area Housing Authority

By   
Michael Nigh  
Director of Finance and Housing  
AHA Negotiations Team  
Area Housing Authority

**SEIU LOCAL 721**

By   
Maria G. Padilla  
SEIU Local 721 Bargaining Team

By   
M. Cristina Padilla  
SEIU Local 721 Bargaining Team

By   
Aram Agdaian  
SEIU Local 721  
Campaign Coordinator/Negotiator

By   
Janet Linsalato  
SEIU Local 721  
Lead Worksite Organizer

**TENTATIVE AGREEMENT OF MEMORANDUM OF UNDERSTANDING  
BETWEEN AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA  
AND SEIU LOCAL 721**

**Appendix A – SEIU 721 Represented Classifications and  
Salary Structure implemented by the AHA on April 27, 2007 with Updates**

<b>Job Classification</b>	<b>Grade</b>	<b>Hour Min.</b>	<b>Hour Max.</b>	<b>Last Updated</b>
Accounting Assistant	30	\$13.90	\$17.79	7/20/2009
Accounting Technician	40	\$16.68	\$22.90	7/20/2009
Accounts Payable Accounting Technician	40	\$16.68	\$22.90	4/27/2007
Eligibility Specialist	50	\$18.35	\$23.49	9/15/2007
Housing Assistant - Housing Assets	30	\$13.90	\$17.79	10/1/2007
Housing Assistant I	30	\$13.90	\$17.79	4/27/2007
Housing Assistant II	40	\$16.68	\$22.90	4/27/2007
Housing Clerk	10	\$10.00	\$12.00	6/1/2007
Housing Services Assistant I	30	\$13.90	\$17.79	4/27/2007
Housing Services Technician	40	\$16.68	\$22.90	4/27/2007
Housing Services Technician	40	\$16.68	\$22.90	4/27/2007
Housing Site Technician	40	\$16.68	\$22.90	4/27/2007
Housing Specialist Report Coordinator	60	\$20.02	\$25.62	3/18/2013
Housing Technician	40	\$16.68	\$22.90	4/27/2007
HQS Inspector	40	\$16.68	\$22.90	4/27/2007
Information Systems Technician	60	\$20.02	\$25.62	4/27/2007
Maintenance Worker	50	\$18.35	\$23.49	4/27/2007
Maintenance Worker Lead	60	\$20.02	\$25.62	4/27/2007
Occupancy Processor	40	\$16.68	\$22.90	4/27/2007
Occupancy Specialist	50	\$18.35	\$23.49	4/27/2007
Property Maintenance Technician	40	\$16.68	\$22.90	12/1/2009
Receptionist	20	\$11.58	\$14.82	3/12/2012
Resident Monitor	20	\$11.58	\$14.82	12/1/2009
Resident Site Manager-Public Housing	50	\$18.35	\$23.49	4/27/2007
Resident Site Manager-Tax Credit & Public Housing Properties	50	\$18.35	\$23.49	4/2/2012
Resident Site Manager-Tax Credit & Public Housing Properties	50	\$18.35	\$23.49	4/2/2012
Resident Site Manager-Tax Credit Properties	50	\$18.35	\$23.49	4/2/2012
Resident Site Technician	40	\$16.68	\$22.90	4/27/2007
Senior Accounting Technician	50	\$18.35	\$23.49	7/20/2009
Senior Housing Technician	50	\$18.35	\$23.49	4/27/2007
Site Manager	50	\$18.35	\$23.49	4/27/2007
Site Manager-Agency Owned	50	\$18.35	\$23.49	9/9/2009
Site Manager-Public Housing	50	\$18.35	\$23.49	9/9/2009
TARS-Accounts Receivable Accounting Technician	40	\$16.68	\$22.90	4/27/2007



**TENTATIVE AGREEMENT OF MEMORANDUM OF UNDERSTANDING  
BETWEEN AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA  
AND SEIU LOCAL 721**

**Appendix B**

<i>Blue Shield Medical Insurance effective January 1, 2014 - November 30, 2014</i>						
Rating Tier	Age	Access+ HMO Enhanced				Premier PPO 35
		HMO \$15	HMO \$25	HMO \$35	HMO \$45	
	Category	Total Cost	Total Cost	Total Cost	Total Cost	
<b>Employee Only</b>	<b>0 - 29</b>	<b>\$337</b>	<b>\$321</b>	<b>\$307</b>	<b>\$292</b>	<b>\$266</b>
	30 - 39	\$390	\$372	\$353	\$339	\$323
	40 - 49	\$466	\$444	\$426	\$407	\$449
	50 - 54	\$597	\$569	\$544	\$519	\$601
	55 - 59	\$774	\$740	\$707	\$674	\$747
	60 - 64	\$1,005	\$959	\$917	\$875	\$970
<b>Employee + Spouse</b>	<b>0 - 29</b>	<b>\$806</b>	<b>\$770</b>	<b>\$736</b>	<b>\$702</b>	<b>\$725</b>
	30 - 39	\$855	\$815	\$779	\$720	\$797
	40 - 49	\$1,057	\$1,008	\$961	\$920	\$923
	50 - 54	\$1,229	\$1,172	\$1,119	\$1,069	\$1,237
	55 - 59	\$1,630	\$1,555	\$1,486	\$1,419	\$1,543
	60 - 64	\$1,919	\$1,833	\$1,751	\$1,672	\$1,935
<b>Employee + Child(ren)</b>	<b>0 - 29</b>	<b>\$789</b>	<b>\$755</b>	<b>\$721</b>	<b>\$689</b>	<b>\$606</b>
	30 - 39	\$852	\$811	\$775	\$742	\$678
	40 - 49	\$868	\$830	\$793	\$757	\$695
	50 - 54	\$923	\$883	\$842	\$805	\$828
	55 - 59	\$1,097	\$1,046	\$1,000	\$956	\$968
	60 - 64	\$1,327	\$1,267	\$1,210	\$1,156	\$1,197
<b>Family</b>	<b>0 - 29</b>	<b>\$1,226</b>	<b>\$1,170</b>	<b>\$1,117</b>	<b>\$1,067</b>	<b>\$940</b>
	30 - 39	\$1,332	\$1,272	\$1,214	\$1,160	\$1,082
	40 - 49	\$1,440	\$1,375	\$1,315	\$1,255	\$1,180
	50 - 54	\$1,656	\$1,579	\$1,509	\$1,442	\$1,397
	55 - 59	\$1,887	\$1,801	\$1,720	\$1,643	\$1,713
	60 - 64	\$2,276	\$2,174	\$2,076	\$1,985	\$2,150
<i>Aetna Dental and VSP Vision insurance effective 1/1/14 - 12/31/14</i>						
	HMO Plus 58	PPO 2000		VSP B Plan		
Employee Only	\$19	\$56		Employee		\$11
Employee + Spouse	\$36	\$113		Employee + 1		\$17
Employee + Child(ren)	\$44	\$134		Employee + 2		\$28
Family	\$62	\$191				

**TENTATIVE AGREEMENT OF MEMORANDUM OF UNDERSTANDING  
BETWEEN AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA  
AND SEIU LOCAL 721**

**APPENDIX C  
AHA HUMAN RESOURCES PERSONNEL POLICIES AND PROCEDURES**

**SECTION I - APPLICABLE LEGAL PROVISIONS**

- 100 - Americans with Disabilities Act (ADA) - Revision date 01-29-14
- 101 - Employment Relationship – Revision date 01-29-14
- 102 - Equal Employment Opportunity Employer - Revision date 01-29-14
- 103 - Harassment - Revision date 01-29-14

**SECTION II – EMPLOYMENT**

- 200 - Association (Union) Work/Paid Time Off – Revision date 07-06-07
- 201 - Bilingual Pay – Revision date 07-01-12
- 202 - Call-Back/On Call (Standby) Pay – Revision date 01-01-05
- 203 - Employment Agency Employees – Revision date 10-01-02
- 204 - Employee Classifications – Revision date 01-29-14
- 205 - Employment of Relatives – Revision date 06-10-09
- 206 - Garnishment of Pay – Revision date 07/22/10
- 207 - Introductory Period – Revision date 08/01/10
- 208 - Job Classifications – Revision date 10/01/02
- 209 - Job Posting – Revision date 06/10/09
- 210 - Letters of Reference/Testimonials/Reference Checks – Revision date 02-01-06
- 211 - Longevity Bonus – Revision date 06-10-09
- 212 - (Reserved for Future Use) – No revision date
- 213 - New Hire Salary – Revision date 10/01/02
- 214 - Out-of-Class Assignment – Revision date 10/12/10
- 215 - Overtime Pay – Personal Time-Off – Revision date 06-10-09
- 216 - Performance Reviews- Revision date 06-10-09
- 217 - Punctuality and Attendance – Revision date 01-29-14
- 218 - Recruitment and Selection - Revision date 06-10-09
- 219 - Religious Accommodations – Revision date 06-10-09
- 220 - Report to Work Pay – “Acts of Nature” – Revision date 10-01-02
- 221 - Review of Personnel Records – Revision date 01-29-13
- 222 - Salary Administration – Revision date 10-15-05
- 223 - Workweek – Work Hours – Revision date 01-29-14

**TENTATIVE AGREEMENT OF MEMORANDUM OF UNDERSTANDING  
BETWEEN AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA  
AND SEIU LOCAL 721**

**SECTION III – DISCIPLINARY ACTIONS**

- 300 - Employee Rights – Progressive Disciplinary Process – Revision date 09-14-07
- 301 - Standards of Conduct – Revision date 01-29-14
- 302 - Reduction-in-Force – Recall – Revision date 08-01-10
- 303 - Voluntary Termination – Revision date 06-10-09
- 304 - Grievance Procedure – 10-15-05

**SECTION IV - WORK STANDARDS**

- 400 - Code of Ethics – Conflict of Interest – Revision date 11-13-12
- 401 - Confidentiality – Revision date 02-01-07
- 402 - Dress, Uniforms and Grooming – Revision date 01-29-14
- 403 - Drug and Alcohol Abuse – Revision date 02-13-14
- 404 - Outside Employment (Moonlighting) – Revision date 10-22-12
- 405 - Political Activity – Revision date 10-22-12
- 406 - Workplace Security and Anti-Violence – 10-26-11
- 407 - Keys – Revision date 11-13-12

**SECTION V – OPERATIONAL REQUIREMENTS**

- 500 - Bulletin Boards – Revision date 10-01-02
- 501 - Business Travel – Revision date 05-06-08
- 502 - Computer Usage: Electronic Mail and Internet Usage – Revision date 01-29-14
- 503 - Employer Property – Right to Inspect – Revision date 01-29-14
- 504 - Ergonomics – Revision date 10-01-02
- 505 - Mileage Reimbursement – Revision date 10-01-02
- 506 - Solicitation and Distribution of Literature – Revision date 01-01-05
- 507 - Health and Safety – Revision date 10-01-02
- 508 - Modified Work Program – Revision date 10-01-02
- 509 - Cell Phones – Revision date 03-12-08
- 510 - Vehicle Use – Revision date 10-26-10
- 511 - Lock-out/Tag-out – Revision date 05-25-06
- 512 - Communicable Diseases & Pandemics – Revision date 10-26-11

**SECTION VI – EMPLOYEE BENEFITS**

- 600 - *See policy #615 – Time Off From Work for Non-Medical Reasons*
- 601 - Educational Assistance – Revision date 07-01-05
- 602 - Employee Benefits – Revision date 10-15-05
- 603 - Holidays – Personal Time-Off or Floater Days Off – Revision date 07-24-08
- 604 - *See policy #615 – Time Off From Work for Non-Medical Reasons*
- 605 - Medical Leaves of Absence – Revision date 01-29-14
- 606 - Military Leaves of Absence – Revision date 01-29-14

**TENTATIVE AGREEMENT OF MEMORANDUM OF UNDERSTANDING  
BETWEEN AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA  
AND SEIU LOCAL 721**

**SECTION VI – EMPLOYEE BENEFITS (continued)**

- 607 - *See policy #615 – Time Off From Work for Non-Medical Reasons*
- 608 - *See policy #615 – Time Off From Work for Non-Medical Reasons*
- 609 - Sick Time Hours – Revision date 07-22-10
- 610 - *See policy #615 – Time Off From Work for Non-Medical Reasons*
- 611 - Training Conferences, Seminars, Meetings - – Revision date 10-01-02
- 612 - Vacation – Revision date 10-26-11
- 613 - Donated Sick Time Hours – Revision date 11/01/07
- 614 - (Reserved for Future Use)
- 615 - Time Off From Work for Non-Medical Reasons – Revision date 01-29-14

# **Area Housing Authority of the County of Ventura**

**July 1, 2014 through June 30, 2016**



**SEIU Local 721**

**2472 Eastman Ave Ste 30  
Ventura CA 93003-5774**

**Questions? Call the Member Connection (877) 721-4YOU**

**[www.seiu721.org](http://www.seiu721.org)**

**[facebook.com/seiu721](https://facebook.com/seiu721)    [twitter.com/seiu721](https://twitter.com/seiu721)**