



Berkeley Housing Authority

Unrepresented Employee Manual

June 27, 2021 – June 22, 2024

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UNREPRESENTED EMPLOYEE MANUAL

This document establishes the rules governing benefits and working conditions, which are in effect for Unrepresented employees which have been approved by the Board of Commisioners of the Berkeley Housing Authority.

This Unrepresented Employment Manual provides the personnel policies and procedures that affect the working conditions and benefits of unrepresented employees in the Berkeley Housing Authority (BHA). For purpose of categorization, all classifications are designated by a representation unit. The working conditions and benefits for represented employees are contained in their respective memoranda agreements. Rules, which describe general policies of the BHA's personnel system, are found in the BHA Personnel Rules and Regulations.

ARTICLE 1

SALARY, OTHER PAY AND OVERTIME

1.1 Intent

This Section is intended only to define the normal hours of work and the time for which salary shall be paid, and to provide the basis for the calculation of overtime pay. Nothing in these rules shall be construed as a guarantee of hours of work per day or per week, or of days of work per week. The BHA 's pay records, practices and procedures shall govern the payment of all wages.

1.2 Hours and Days of Work

Hours and days of work shall be governed by rules established by the Executive Director. At the present time, Authority operates under a 9/80 schedule, with all employees working Monday through Friday the first week, and Monday through Thursday the second week, with hours between 7:30 a.m. and 5:45 p.m. All employees are required to be present during core hours, 8:30 a.m. to 4:30 p.m.

1.3 Workweek

For the purpose of computing overtime, the workweek shall be defined as beginning at 12:01 p.m. Friday and ending at 12:00 noon the following Friday, if the employee has elected the 9/80 work schedule.

1.4 Regular Workweek

The regular workweek shall consist of forty hours of work within the workweek.

1.5 Payment of Salaries

Payment of salaries shall be bi-weekly and shall cover a pay period of two consecutive workweeks. Each payment shall be made not later than Thursday following the ending of each payroll period and shall include payment for all earnings reported during the previous payroll period.

1.6 Salary Ranges without Salary Steps

In those classes of positions for which a salary range is established without a designation of salary steps, the Executive Director is authorized to fix the salary rate at any point within the established salary range.

1.7 Use of Automobile

In addition to the salaries provided in the salary resolution, employees may be reimbursed for the use of automobiles owned by employees of the BHA and used on BHA business, as authorized by the BHA. The cash allowance will be equal to the amount established by the Internal Revenue Service, which is \$0.535 in 2017, but the rate will fluctuate from time to time.

1.8 Bilingual Pay

Employees appointed to positions requiring bilingual abilities, including Braille and sign language shall receive additional compensation as established by the Board of Commissioners. Only those employees who possess second language competency, can demonstrate second language competency, and are serving in a position requiring competency in that particular language are entitled to receive the bilingual premium pay. The current level of approved compensation and procedures for qualifying and receiving bilingual pay are appended to these Rules, as shown in Appendix, Section 13.3 (Bilingual Premium Pay).

1.9 Overtime for FLSA Non-Exempt Employees

All employees who are covered by the overtime provisions of the Fair Labor Standards Act are designated as "FLSA non-exempt employees." Unless otherwise required by the Fair Labor Standards Act, all FLSA non-exempt employees who are required to work in excess of their regular workweek shall be paid overtime compensation at the rate of one and one-half times the straight time rate based upon the regular monthly salaries or shall be given compensatory time off in lieu of payment at the rate of one and one-half hours off with pay for each overtime hour worked. The following provisions regarding overtime apply only to FLSA non-exempt employees and do not apply to FLSA exempt employees. FLSA non-exempt employees, temporarily promoted to FLSA exempt classifications, will be ineligible for overtime compensation for the duration of the appointment.

1.9.1 Manner of Compensation:

An employee may be compensated for overtime by either compensatory time off or by payment; the method of overtime compensation shall be agreed upon by the employee and the supervisor at the time of obtaining approval to work overtime.

1.9.2 Pre-Authorization

No employee may work overtime without the express prior approval of his or her department head.

1.9.3 Accrual Limit on Compensatory Time

Compensatory time shall not accumulate in excess of sixty (60) overtime hours worked which is the equivalent of ninety (90) hours of compensatory time. Overtime accumulation in excess of sixty (60) hours shall be paid as compensation.

1.9.4 Use of Compensatory Time

All use of compensatory time off must be approved, in advance, by the employee's department head, on forms provided by BHA.

1.9.5 Effect of Termination of Compensatory Time

An employee is entitled to compensation for any accumulated overtime upon resignation or termination.

1.10 Emergency Overtime

Employees who are called from their living quarters for emergency work or duty on days other than normal work days or on normal work days outside of their regular work hours shall be paid emergency overtime compensation for actual time worked; provided, however, that in any case of emergency overtime as herein provided the minimum time for which such overtime compensation shall be paid shall be three (3) hours; and provided, further, that if such overtime work is performed prior to the beginning of the regularly scheduled work period and such overtime continues into such regularly scheduled work period without a break in service, compensation shall be paid only for the actual time worked. In no case shall an employee be compensated for more than 24 hours at applicable rates in any one 24 hour period, unless the Executive Director or his/her designee approves in advance.

ARTICLE 2

PROBATIONARY PERIOD

2.1 Length of Probationary Period

All original and promotional appointments to positions in the career service shall be tentative and subject to a probationary period. The length of the probationary period shall be determined for each class by the Board of Commissioners. However, the length of the probationary period shall not be less than six months of actual service (1040 hours) or more than two years of actual service (4160 hours). A six (6) month probationary period must be completed in no more than one (1) year. A one (1) year probationary period (2080 hours) must be completed in no more than two (2) years. A two (2) year probationary period must be completed in no more than three (3) years. A current schedule of probationary periods for unrepresented classes is appended to this Manual, as shown in Appendix, Section 13.14 (Probationary Periods for Unrepresented Classifications).

2.2 Objectives of Probationary Period

The probationary period shall be regarded as a part of the selection process and shall be used to closely observe and evaluate the employee's work, to secure the most effective adjustment of a new employee to his or her position, and to eliminate any probationary employee whose performance does not meet the required standards of work.

2.3 Rejection of Probationers

During the probationary period, an employee may be rejected from employment at any time by the Executive Director without cause and without the right of appeal.

2.4 Rejection during Probationary Promotion

An employee rejected during the probationary period following a promotional appointment shall be reinstated to the classification from which he or she was promoted unless charges are filed and he or she is discharged in the manner provided in the Personnel Manual and these rules.

ARTICLE 3

VACATION

3.1 Vacation Leave

All benefitted employees shall be entitled to annual vacation leave subject to the provisions in this chapter.

3.2 Vacation Approval

All vacations must be approved, in advance, by the employee's department head, on forms provided by the BHA.

3.3 Vacation Accrual

3.3.1 Full Time Benefitted Employees

During the first two (2) calendar years of employment, all full time benefitted employees shall be entitled to take only such annual vacation leave as the employees earn based on their continuous length of service measured from the date of hire, provided, however, that no employee with less than six (6) months of benefitted service shall be entitled to take earned vacation leave. After two (2) years of service, employees may request, and upon approval, take up to a maximum of two (2) weeks of their annual vacation, in advance of actual earning. Approval of requests for advance vacation shall be solely at the discretion of management.

Vacation accrues according to schedules established by the Board of Commissioners and can vary for different groups of employees. The current vacation schedules for full time unrepresented employees are in Section 13.17.

3.3.2 Part Time and Temporary Employees

Benefitted part-time employees working a minimum of twenty (20) hours per week accrue vacation benefits on a pro rata basis. Employees who work less than twenty (20) hours per week and temporary employees, unless otherwise authorized, do not accrue leave benefits

3.3.3 Accrual of Vacation Credits

Vacation leave credits are only accrued for each straight time hour for which the employee is paid.

3.3.4 Effect of Extended Leave on Vacation Accrual

An employee who has returned from extended military leave or an extended authorized leave of absence without pay of six (6) months or more or who has been reemployed or reinstated shall be entitled, during the calendar year in which the employee returns to the BHA service, to earn vacation according to a schedule based upon the total years in the career service with the BHA and upon the total number of months of actual service with the BHA during the said calendar year. For succeeding calendar years, the employee's vacation leave shall accrue as provided in this Manual.

3.3.5 Effect of Extended Leave on Vacation Accrual

For new hires, the Board of Commissioners/Executive Director may authorize vacation accrual at a higher rate, up to the maximum accrual rate, depending upon the paid leave accrual of the potential employee at his or her present employer. The new hire must be able to document his or her current paid leave accrual, which has been earned for general use, such as vacation. The waiting period to advance to the next accrual rate would be the actual number of years between the respective accrual levels.

3.4 Vacation Scheduling

The times during the calendar year at which an employee shall take his or her vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the service. If the requirements of the service are such that a department head cannot permit the employee to take an annual vacation leave or any part of such leave within a particular calendar year, the employee may accrue vacation according to Section 13.17 (Vacation Schedules) of this Manual.

3.5 Maximum Vacation Accumulation

Employees may defer vacation earned up to a maximum cumulative total of eight (8) weeks. An employee who has attained maximum accumulation may be required to take all excess earned vacation at the option of the BHA. Not later than October 1 of each year, the BHA will advise employees who have attained a maximum accumulation of vacation whether such excess earned vacation must be scheduled as time off prior to March 31. Such time off shall be scheduled in accordance with the provisions of Section 3.2 (Vacation Approval).

The BHA shall require all employees to reduce their accrued vacation balances to no more than 320 hours, as of the last pay period in February of each year. To effectuate the requirement that employees not accrue more than 320 hours vacation leave, no later than November 15 of each year the BHA will provide Department Heads with a report identifying all employees who have accrued two hundred and eighty (280) hours of vacation leave and appear in danger of exceeding the 320 hour limit.

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Employees who have accrued 280 hours of vacation leave, as of that date, will be advised by their supervisor that they must take vacation leave to reduce their vacation leave accrual by February of the following year.

Supervisors should be flexible in granting employee vacation requests to those employees above, or approaching the 320 hours limit, and further, that with regard to employees who are in danger of exceeding the 320 hour limit, no vacation request by such an employee shall be unreasonably denied. If an employee who is in danger of exceeding the 320 hour limit fails by December 31 to schedule a vacation to be taken before the last pay period in February, the BHA has the authority to direct the employee to go on vacation leave to reduce the employee's accrued vacation.

If, due to operational necessity, a department head denies an employee vacation leave and does not provide the employee with an alternate vacation date, and as a result causes the employee to exceed the 320 vacation leave limit, said employee shall nonetheless be entitled to use that vacation leave in the next calendar year to the extent necessary to reduce their accrued vacation to not more than 320 hours. Under no circumstances will the BHA liquidate any vacation leave balances for any employee during employment.

3.6 Vacation Leave before Retirement

Accumulated vacation shall not be used immediately prior to retirement, which has the effect of extending the date of retirement, but shall be paid out in full upon retirement.

3.7 Vacation Leave in Lieu of Sick Leave

Except for absences that qualify for benefits under Administrative Regulation 2.4 (Family Care Leave) Vacation leave shall not be used in lieu of accrued sick leave for absences due to illness. If accrued sick leave is exhausted, vacation leave may be used for absences due to illness, only if such leave is approved by the employee's department head.

3.8 Payout upon Termination or Extended Unpaid Leave

Upon termination, including death, extended military leave or other extended leave without pay, an employee or his or her estate shall be paid for all accrued unused vacation leave at the employee's base rate at the time of his or her termination, and such employee or his or her estate shall reimburse the BHA for any vacation leave taken before it had accrued, in accordance with provisions established by the Executive Director.

3.9 Holidays Occurring during Vacation

If an observed holiday occurs during an employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday period.

ARTICLE 4

SICK LEAVE

4.1 Eligibility

All full time benefitted employees are eligible for one (1) sick leave day (eight [8] hours) per month of service. . Part time benefitted employees are eligible to accrue sick leave on a pro rata basis.

4.2 Sick Leave Not a Privilege

Sick leave shall not be considered as a privilege which an employee may use at the employee's discretion, but shall be allowed only

- (i) in case of sickness or disability of the employee;
- (ii) in the case of serious illness within the immediate family of the employee; or
- (iii) for an employee who is a victim of domestic violence, sexual assault or stalking for purposes of:
 - (a) Seeking medical attention for injuries caused by domestic violence, sexual assault, or stalking;
 - (b) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - (c) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - (d) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

4.3 Family Sick Leave

As of January 1, 1999, employees may use up to fifteen (15) working days of accrued sick leave in a calendar year to care for a family member, limited to one of the following: dependent or wife, husband or domestic partner, mother, father, sister, brother, child, dependent child of the domestic partner, grandmother, grandfather, mother-in-law father-in-law, mother and father of the domestic partner, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandchildren, aunts and uncles. .

4.4 Notice to Department Head

In order to qualify for sick leave benefits, the employee shall notify his or her department head or designee prior to or within two (2) hours after the time set for the beginning of the employee's daily duties, or as otherwise required by the department head. Leave for non-emergency medical appointments shall be requested in advance of the workday.

4.5 Medical Verification

The BHA retains the right to request a verification from a licensed medical practitioner under appropriate circumstances which include (1) showing that an employee's illness or disability has started or ended, before the BHA will allow an employee to take a leave or to return from leave, (2) showing regular updates during a medical leave of absence regarding the employee's medical status and the date the employee expects to return to work, (3) where reasonable cause exists to believe that the employee is not medically fit to perform the essential functions of the job or that the employee cannot perform the job without endangering the health and safety of the employee or others, and (4) where reasonable cause exists to believe that the employee is abusing sick leave or family sick leave. Sick leave pay may be withheld if a satisfactory verification is not received.

4.6 Injury Incurred in Outside Employment

No sick leave shall be allowed for time off for an injury incurred while working for another employer, provided that the injury is covered by California's workers' compensation law or by provisions of the other employer granting payment for time off because of the injury. In the event the injury is not covered either by the workers' compensation law or by the other employer's provisions, sick leave will be granted in accordance with this chapter only if the outside employment had been authorized by the BHA before the injury occurred

4.7 Bonus for Unused Sick Leave

For every six (6) months of perfect attendance, the employee will receive eight (8) hours of bonus time. "Perfect attendance" means the employee has not received sick leave or salary continuation benefits and has not taken or been placed on leave without pay. Benefitted part time employees will receive sick leave bonus time on a pro rata basis. Sick leave bonus can be used for any leave purpose authorized by this Manual.

4.8 Accumulation of Sick Leave

Employees may accumulate sick leave up to a maximum of two hundred days (1600 hours) except for the classifications named below.

4.9 Payout for Excessive Sick Leave for Employees Hired on or Before June 30, 2013

Employees who regularly work one-half ($\frac{1}{2}$) time or more and who have attained the two hundred (200) day maximum sick leave accumulation shall be entitled to receive payment for one-third ($\frac{1}{3}$) of the first twelve (12) days of sick leave days, or if earning sick leave at the rate of two working days for each month of service, one-third ($\frac{1}{3}$) of the first twenty four (24) days of sick leave days, for which they become eligible, do not use and would otherwise forfeit because of the two hundred (200) day maximum limitation. Determination of eligibility for such payment shall be made on an annual calendar-year basis, and payment for such sick leave for any calendar year shall be made no later than January 22nd of the following year. Such payment shall be made at the employee's salary rate in effect on the preceding December 31st and shall be made only in units of whole days and will not be made for any fraction of a day. However, the liquidation of accrued sick leave at time of retirement as provided in Section 19.4.2 will not result in a payout of accumulation of sick leave as provided in this Section.

4.10 Effect of Leave without Pay on Sick Leave Accrual

Sick leave will not accrue during any period of absence without pay. Sick leave credits are accrued on the basis of actual straight time hours worked or paid, based on a forty hour workweek.

4.11 Accrued Sick Leave Canceled Upon Termination

Except as otherwise provided under the CalPERS conversion of sick leave retirement credit benefit (California Government Code Section 20965) and the other exceptions set forth below, all accrued sick leave shall be canceled upon termination of an employee. Such leave shall be credited back to the employee if the employee returns to BHA employment within two (2) years of termination except as otherwise provided by the Board or Directors, or within three (3) years of termination if re-employed under the BHA's Layoff Policy provided in this Manual.

4.11.1 CalPERS Miscellaneous Members Hired on or before June 30, 2012 Sick Leave Payout

For CalPERS

Miscellaneous members hired on or before June 30, 2013 who voluntarily separate from service with a vested pension and at least twenty (20) years of benefitted BHA service or to employees retiring on permanent disability arising out of and incurred in the course and scope of their employment with the BHA shall be entitled to liquidate a portion of their accrued but unused

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sick leave as follows: Upon termination, employees with between twenty (20) years and twenty-eight (28) years of benefitted BHA service shall be entitled to receive payment in an amount equal to 38% of their accrued sick leave days up to a maximum of two hundred (200) unused sick leave days.

All employees hired on or after July 1, 2013 shall not be eligible for payment of any unused sick leave days.

Employees hired on or before June 30, 2013 who voluntarily separate from service with a vested pension and at least twenty-eight (28) years of benefitted BHA service or employees retiring on permanent disability arising out of and incurred in the course and scope of their employment with the BHA, with at least twenty-eight years of benefitted BHA service, shall be entitled to receive payment in an amount equal to 50% of their accrued sick leave days up to a maximum of two hundred (200) unused sick leave days. Employees hired on or after July 1, 2013 shall not be eligible for payment of any unused sick leave days.

4.12 Accrued Sick Leave Applied to CalPERS Retirement Credit

The conversion of unused sick leave to retirement credit benefit under Government Code Section 20965 offered by CalPERS as an optional benefit to contracting agencies shall be made available to employees who retire with a vested pension.

4.13 Sick Leave Benefits and State Disability Insurance

Employees may use their accrued sick leave benefits during the normal seven day period before the eligible employees are paid benefits from State Disability Insurance. Following the seven day period, an employee will continue to receive accrued sick pay until exhausted and then, upon approval by the department head, accrued vacation or compensatory pay, less the disability benefits actually received.

4.14 Workers' Compensation and Salary Continuation

Workers' compensation payments shall commence in accordance with State law, on the fourth day following an industrial injury, unless the employee is hospitalized in which case payment commences on the first day of injury. For the purpose of this Section (Workers' Compensation and Salary Continuation), "hospitalized" means confinement.

For all career and regular at-will employees who are receiving or shall receive workers' compensation benefits for an industrial injury, the BHA will pay retroactive compensation benefits to the eligible employee for the normal three day waiting period before the employee is paid workers' compensation

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benefits for temporary disability pursuant to California law governing the industrial injury or illness.

Payments under the workers' compensation law for temporary disability or a recurrence thereof arising out of and in the course of employment shall be paid for a period not to exceed 365 days at a maximum payment of the employee's pre-disability pay, but shall not exclude any salary adjustments to which the employee is entitled. Thereafter, the employee will continue to receive only the temporary disability payments provided under State law and the BHA shall cease to pay the difference.

4.15 Sick Leave Accrual for Executive Director

At the time of appointment of new hires in regular at-will Executive Director classification,, the Board of Directors may authorize credit for accrual of sick leave based on sick leave accrual with a prior employer in an amount that does not exceed four weeks of sick leave credit.

ARTICLE 5

HOLIDAYS

5.1 Holidays

The BHA observes the following holidays and provides all full time regular, at-will and career employees.

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Lincoln's Birthday	Second Monday in February
Washington's Birthday	Third Monday in February
Malcolm X's Birthday	Monday or Friday nearest May 19
Memorial Day	Last Monday in May
Juneteenth National Independence Day	Observed on the Monday or Friday nearest to June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous People's Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
The Day After Thanksgiving	Fourth Friday in November
Christmas	December 25

5.2 Floating Holidays

Regular at-will, and career employees who have worked for the City six (6) months or more shall be granted three (3) floating holidays each calendar year. Employees may take floating holidays in one (1) hour increments. Employees who terminate employment within the first six (6) months of initial employment shall not be eligible for payout of any accrued but unused floating holiday.

In the first calendar year of employment, employees shall be granted prorated floating holidays as follows:

Date of Hire	Number of Floating Holidays
Hired January 1 - April 30	3 days
Hired May 1 - August 31	2 days
Hired September 1- December 31	

All use of floating holidays must be approved, in advance, by the employee's department head, on forms approved by the BHA. The days on which the employee shall take his or her floating holiday(s) shall be determined by the department head with due regard for the wishes of the employee and

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particular regard for the needs of the service. If the requirements of the service are such that a department head cannot permit the employee to take the floating holiday(s) within a particular calendar year, the employee shall add the unused floating holiday(s) to the employee's accrued vacation according to Section 3.5 (Maximum Vacation Accumulation).

5.3 Eligibility

In order to be eligible for holiday pay, an employee must be on paid leave status on his or her regularly scheduled workdays before the holiday.

5.4 Part-Time Employee Eligibility

Benefitted part time employees are eligible for holiday benefits on a pro rata basis.

5.5 No Work on the Holiday

Employees in the career service who are not scheduled to work on the day observed as a holiday will be granted an alternative scheduled holiday. The alternative holiday must be scheduled, by the department head, during the same workweek.

5.6 Work on the Holiday

FLSA non-exempt benefitted employees who work on a scheduled holiday shall be paid at one and one-half times their normal base rate for all hours worked or shall be granted the equivalent amount of compensatory time off. In either event, the holiday pay shall be in addition to the employees' regular salary.

ARTICLE 6

OTHER PAID LEAVES OF ABSENCE

6.1 Family Bereavement Leave

Any benefitted employee who experiences a death in the immediate family is granted death leave of up to three working days for the purpose of attending the funeral or memorial service in the State of California, or up to five working days for the purpose of attending the funeral or memorial service outside the State of California. .

For all employees, "immediate family" is limited to wife, husband, mother, father, sister, brother, child, grandmother, grandfather, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, dependent or domestic partner.

Bereavement leave will be paid at the employee's normal base rate of pay for the actual time lost and is allowed solely for the purpose of attending funeral or memorial services. The department head may, within his or her discretion, grant the employee additional time off provided that all accrued vacation and/or sick leave shall be used prior to taking a leave of absence without pay for this purpose.

In special cases, with the approval of the Executive Director may grant death leave within his or her discretion to allow an employee to attend a funeral or memorial services because of the death of persons not included within the definition of immediate family.

6.2 Jury Duty Leave

Any benefitted employee who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to his or her department head, shall be entitled to be absent with pay from his or her duties with the BHA during the period of such service and while necessarily being present in court as a result of such call. An employee is required to be present at work when not serving as a trial juror or as a member of a jury selection panel. An employee will notify his or her supervisor of any requirements (on-call status) made by the court that may affect the employee's ability to simultaneously fulfill his or her jury duty service and employment obligations. The employee will keep any payment received for jury service including mileage reimbursement.

6.3 Continuing Education Leave

The BHA will grant a continuing education leave of absence with pay up to forty (40) hours per year to benefitted employees who are required by their employment or continuing employment with the BHA to pursue course work in order to:

- (a) renew a license issued by the State of California; or
- (b) obtain a license issued by the State of California provided that employees verify to the BHA that the course work for the initial license was not offered as a part of their basic curriculum.

Upon prior approval of the department head, FLSA non-exempt employees who take required course work during non-scheduled work hours in order to obtain or renew a job-required license shall be allowed time off from work on an hour-for-hour basis without loss of compensation or other benefits.

6.4 Administrative Leave Program

The Board of Commissioners provides for paid administrative leave to eligible employees as set forth in the Appendix to this Manual. Administrative leave is not charged against other accrued leave balances.

6.5 Temporary Employees Sick Leave

Effective January 1, 2015, Temporary Employees who have been employed for at least 90 days on July 1, 2015 are eligible to accrue and use sick leave based on hours worked after July 1, 2015 as provided in Section 6.8 (Sick Leave Accrual) below.

6.6 Sick Leave Accrual

Effective July 1, 2015, once a temporary employee works for 30 days within a calendar year, the employee shall be eligible to accrue one (1) hour of sick leave for every 30 hours worked thereafter, to a maximum accumulation of 48 hours. Once an employee accrues 48 hours sick leave, the employee shall not accrue any additional sick leave hours until his or her sick leave balance is below the maximum of 48 hours. Under no circumstances will an employee be allowed to accrue more than 48 hours sick leave.

6.7 Sick Leave Use

Temporary Employees shall be eligible to use sick leave beginning on the 90th day of work. Sick leave shall be used in a minimum of two (2) hours increments, and limited to a maximum of 24 hours use each calendar year. Unused accrued sick leave hours shall carry over to the following calendar

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year. The following conditions shall apply to the use of this sick leave as paid time off:

- a. Sick Leave may be used for the following purposes: Diagnosis, care, or treatment, of an existing health condition or, preventive care for, an employee or an employee's family member; for an employee who is a victim of domestic violence, sexual assault, or stalking. To qualify for earned as sick leave and if the need for sick leave is foreseeable, the employee must notify the employee's supervisor of an inability to report to work in advance of the scheduled work. If the need for sick leave is unforeseeable, the employee shall provide notice to the immediate supervisor of the need for the leave as soon as practicable.
- b. All accrued and unused sick leave shall be cancelled upon separation/termination of employment. Such previously accrued and unused sick leave shall be credited back to the employee if the employee returns to City employment within one (1) year from the date of separation.

ARTICLE 7

LEAVES OF ABSENCE WITHOUT PAY

7.1 Power to Grant Leave

The Executive Director shall have the power within his or her sole discretion to grant leaves of absence, with and without pay.

7.2 Authorized Leave Without Pay

Upon request of the employee, a department head may grant or deny a leave of absence to an employee within his or her department without pay for a period not to exceed thirty working days. No leave without pay shall be granted for more than thirty working days except upon written request of the employee and written approval of the Executive Director.

7.2.1 Required Exhaustion of Accrued Leave

In the event of an authorized absence due to illness, the employee must use all accrued sick, compensatory and vacation leave prior to receiving authorization for leave without pay. In the event of personal leaves not related to sickness, the employee must use all accrued compensatory and vacation leave prior to receiving authorization for leave without pay.

7.2.2 Grounds for Discharge

Failure on the part of an employee to report to work promptly at the expiration of the authorized leave without pay will result in discipline up to and including termination.

7.3 Unauthorized Leave of Absence

All paid and unpaid leaves of absence must be approved in accordance with the applicable sections of this Manual. Any absence on the part of the employee who has failed to obtain such approval or failure of an employee to report for duty without appropriate authorization as required by each department will result in the employee being placed on unauthorized leave of absence without pay.

7.3.1 Grounds for Discharge

Unauthorized leave of absence without pay shall be cause for disciplinary action up to and including termination.

7.4 Parental Leave

A continuous leave of up to one year will be granted to any employee with one (2,080 hours) or more years of employment with the Authority (or

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equivalent in the case of part-time employees) upon the birth of a child or the adoption of a child who is five (5) years or younger, providing that:

7.4.1 One Year Parental Leave

The one year parental leave must commence no later than thirteen (13) months from the date of birth or adoption and must expire no later than twenty-five (25) months from the date of the birth or adoption, and

7.4.2 Seniority Service Date

Approved parental leave shall not be deducted from the Seniority Service Date, and

7.4.3 Eligibility

To be eligible to exercise their rights under this section, employees must provide thirty (30) working days' notice prior to the anticipated commencement date of the parental leave, when possible.

The employee, at his or her option, may request that all or any portion of sick leave (up to a maximum of two hundred (200) days) or vacation leave that he or she has accumulated be paid in the same manner as it would if he or she had been absent due to illness or on vacation during the leave. In the event both parents are employed by the Authority, nothing in the Personnel Rules and Regulations shall prohibit both employees from taking simultaneous parental leave.

The foregoing leave shall be granted upon medical certification of pregnancy or the presentation of legal evidence of adoption.

During approved parental leave, after all earned leaves (except sick leave) are exhausted, the Authority agrees to maintain life and health insurance coverage for the duration of the approved parental leave, subject to any regular participation requirement of the employee. Thereafter the Authority agrees to continue coverage for the employee at the employee's expense.

7.5 Family Care Leave

The Berkeley Housing Authority will fully comply with the requirements of the state and federal law regarding pregnancy disability leave and medical/family illness/child care leave where their provisions are more generous than those provided elsewhere in this Manual or Administrative Regulation 2.4 (Family Care Leave). Leaves under this Section 7.5 (Family Care Leave) and Section 7.4 (Parental Leave) and as provided in Administrative Regulation 2.4 may not be combined to yield a larger amount of leave than the state or federal maximums and may not be combined to exceed the maximum one year period of parental leave provided by the City of Berkeley.

7.6 Military Leave

Employees will be granted a leave of absence without pay with appropriate seniority, pay, status and vacation as required by law for the purpose of fulfilling any required military obligation.

ARTICLE 8

EMPLOYEE FRINGE BENEFITS

8.1 Group Medical-Dental Insurance Benefits

Benefitted employees and their dependents may participate in the BHA's group medical and dental benefits, which are summarized in the Appendix.

8.1.1 Part Time Employment

All benefitted employees who work a minimum of twenty hours, but less than forty hours per week, qualify to receive prorated health and dental benefits and shall pay a pro rata portion of the health and dental insurance premiums. Full time career employees who accept part time employment in lieu of layoff shall continue to receive full health and dental benefits paid by the BHA.

8.2 Life Insurance

The BHA provides basic group life insurance coverage by a carrier of the BHA's choice to all benefitted employees and pays the full amount of the life insurance coverage. The BHA also provides the option to benefitted employees to purchase additional coverage, at their own expense. A summary of the terms of the life insurance coverage is in the Appendix.

8.3 Public Employees Retirement System:

8.3.1 Participation

The Authority shall continue participation under the Miscellaneous Employees Plan of the Public Employees' Retirement System, such Plan to include the single highest year earnings formula for "Classic Employees" as provided in Section 8.3.5 and the three years final compensation formula for New Members as provided in Section 8.3.4.

8.3.2 "Classic Employees" Definition

Classic Employees are defined as current employees and future employees who do not qualify as "New Members" under the California Public Employees' Pension Reform Act of 2013 (PEPRA).

8.3.3 “New Members” Definition

“New Members” as defined by PEPRA who are hired by the BHA on or after January 1, 2013

8.3.4 CalPERS Retirement Formula for Miscellaneous Employees “New Members” as Defined under PEPRA

Miscellaneous Employees “New Members” as defined by PEPRA shall be entitled to the 2% at age 62 retirement formula with the highest three (3) year average compensation as set forth in PEPRA. New Members will be required to pay fifty percent (50%) of the normal cost, as provided by CalPERS. New Members shall receive any other additional optional CalPERS benefits that the Authority provides to Classic Employees as allowed by PEPRA.

8.3.5 CalPERS Miscellaneous Employees Retirement Formula and Employer Paid Member Contribution for Classic Employees

i.e. current employees and future employees who do not qualify as “New Members” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA): The Authority agrees to provide the 2.7% at age 55 retirement formula for Classic Employees. Contributions to the employee’s share (EPMC) made pursuant to Section 39.5.2 shall be reported to PERS as “special compensation” as provided in Government Code Section 20636(c)(4) pursuant to Section 20691. Said contributions shall not apply in the case of temporary or provisional employees.

8.3.6 Employee Contribution to Employer Share

From July 1, 2017 through June 30, 2019, Classic Employees will continue to contribute one percent (1.0%) of pensionable income towards BHA’s Employer contribution. New Members shall also contribute the PEPRA-required employee contribution as well as one percent (1.0%) of pensionable compensation towards BHA’s Employer contribution. The employee contribution shall be made through automatic payroll deductions on a pre-tax basis.

The aforesaid contribution shall not be considered as a part of an employee’s salary for the purpose of computing straight time earnings, compensation for overtime worked, or education incentive pay; nor shall such contribution be taken into account in determining the level of any other benefit which is a function of or percentage of salary. The Authority reserves the right to take said contribution into account for the purpose of salary comparisons with other employees.

The Authority will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or Franchise

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Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

On July 1, 2019, represented employees will no longer contribute one percent (1.0%) of pensionable compensation towards BHA's Employer contribution, and this section shall be ineffective.

8.3.7 Employer Contribution to Employee Share

Effective July 1, 2018, Classic Employees will pay one percent (1.0%) of pensionable compensation toward the eight percent (8.0%) employee contribution to CalPERS. The Authority shall continue to “pickup” seven percent (7.0%) of the employee contribution to CalPERS.

Effective July 1, 2019, Classic Employees will pay an additional three percent (3.0%) of pensionable compensation, for a total of four percent (4.0%), toward the eight percent (8.0%) employee contribution to CalPERS. The Authority shall continue to “pickup” four percent (4.0%) of the employee contribution to CalPERS.

Effective July 1, 2020, Classic Employees will pay an additional four percent (4.0%) of pensionable compensation, for a total of eight percent (8.0%), toward the eight percent (8.0%) employee contribution to CalPERS.

The conversion of unused sick leave to Retirement credit benefit (Government Code Section 20965) offered by CalPERS as an optional benefit to contracting agencies shall be made available to Unit members. [deleted in City contract]

8.3.8 Optional Benefits: The Authority’s contract with CalPERS includes the following optional benefits:

8.3.8.1 Classic Employees One-Year Final Compensation

Classic Employees, as provided in Government Code Section 20042 (July 9, 1978).

8.3.8.2 New Members Three Year Final Compensation

Provided further that New Members as defined by PEPRA hired on or after January 1, 2013 shall be eligible to receive retirement allowance based on three (3) highest consecutive years of compensation under the plan as provided in the California Public

Employee Pension Reform Act of 2013, or as subsequently amended.

8.3.8.3 Post Retirement Survivor Allowance

Post Retirement Survivor Allowance as provided in Government Code Sections 21624, 21626 and 21628 (December 16, 1973).

8.3.8.4 Remarriage

Post Retirement Survivor Allowance to Continue after Remarriage as provided in Government Code Section 21635 (July 18, 1986).

8.3.8.5 Credit for Unused Sick Leave

Credit for Unused Sick Leave as provided in Government Code Section 20965 (June 26, 1988).

8.3.8.6 1959 Survivor Benefits

1959 Survivor Benefits to Surviving Spouse at Age 60 as provided in Government Code Section 21580 (December 16, 1973).

8.3.8.7 Third Level of 1959 Survivor Benefits

Third Level of 1959 Survivor Benefits as provided in Government Code Section 21573 (November 28, 1996).

8.3.8.8 2% @ 55

2% @ 55 for Local Miscellaneous Members as provided in Government Code Section 21354 (June 30, 1992).

8.3.8.9 Military Services as Public Service

Military Service as Public Service as provided in Government Code Section 21024 (April 9, 1999)

8.3.8.10 Public Service Credit for Peace Corps or AmeriCorps

Public Service Credit for Peace Corps or AmeriCorps/VISTA Service as provided in Government Code Section 21023.5 (April 14, 2000).

8.3.9 Unused Sick Leave Conversion

The conversion of unused sick leave to CalPERS Retirement Credit for Unused Sick Leave under Government Section 20965 shall be made available to qualified retiring employees. This allows employees to convert unused accumulated sick leave at time of retirement, for which the employee receives no compensation, to additional service credit at the rate of 0.004 year of service credit for each day. This credit applies to qualified employees whose effective date of retirement is within four months of separation from employment. The CalPERS sick leave conversion applies

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to accumulated sick leave, exclusive of the amount of accumulated sick leave paid out to the employee pursuant to Section 4.11 (Accrued Sick Leave Cancellation Upon Termination), of this Manual.

8.4 Supplementary Retirement and Income Plans

In lieu of participating in the Federal Social Security Program, the BHA provides a supplemental retirement and income plan to most benefitted employees. There are three supplementary retirement and income plans: Supplementary Retirement and Income Plans I, II and III ("SRIP I, II and III"). All BHA employees hired after July 22, 1988 are in SRIP II. The BHA's contributions to these plans on behalf of participating employees is not subject to income tax until it is paid out to the employees upon retirement or termination, or to the employee's beneficiary in the event of the employee's death.

In SRIP II, the City contributes 6.7% of the participating employee's salary (up to a maximum annual salary of \$32,400) into an investment account and pays into a disability insurance benefit plan on the employee's behalf; and employees may also borrow up to 50% of the balance in their SRIP II investment accounts, subject to certain limitations. All employees, including the Fire Chief, hired (or who are subsequently enrolled by resolution of the City Council) after July 22, 1988 are automatically enrolled in SRIP II.

8.5 Deferred Compensation

Benefitted BHA employees are eligible to participate in the BHA's Deferred Compensation Plan through voluntary payroll deductions from the employee's salary. The Deferred Compensation Plan allows employees to defer part of their salaries, in accordance with Internal Revenue Service limits, to a separate fund, which is not subject to income tax until it is paid out to the employee upon retirement or termination, or to the employee's beneficiary in the event of the employee's death.

8.6 PARS

At-will employees who are not eligible to receive fringe benefits under this chapter are automatically enrolled in the Public Agency Retirement System ("PARS"). Each pay period, such employee shall contribute 3.75% of his or her salary into the employee's PARS account on a tax deferred basis and the BHA shall contribute a matching amount equaling 3.75 % of the employee's salary. The employee's PARS account balance will be distributed to the employee upon retirement or termination, or to the employee's beneficiary in the event of the employee's death.

8.7 Supplemental Retirement Plan and Trust Agreement

Effective July 1, 2001, the City/BHA adopted a Supplemental Retirement Plan and Trust Agreement to provide supplemental retirement income and other benefits for eligible unrepresented career benefited and regular at-will employees through the liquidation of termination pay. Termination pay means pay due to an eligible unrepresented career benefited and regular at-will employee from the City/BHA on account of termination of his or her employment, but only including the commuted value of the following such accumulated pay: vacation, sick leave, sick leave bonus, compensatory time and floating holidays. The Supplemental Retirement Plan includes both mandatory contributions of termination pay and voluntary contributions for employees who provide the City/BHA with an irrevocable payroll deduction authorization at least 90 days in advance of the date of termination.

ARTICLE 9

EMPLOYMENT AT-WILL

9.1 Employment At-Will

An employee who is employed in a position that is employed by the BHA in an "at-will" status. This means that both the at-will employee and the BHA have the right to terminate employment at any time, with or without advance notice, and with or without cause. No employee or officer of the BHA has the authority to alter the employee's at-will status or to enter into an oral or written agreement for employment for a specified period of time, or to make any promises, assurances or agreements contrary to this the provisions of this Section.

9.2 No Right to Appeal Discharge

An at-will employee who is discharged has no right of appeal or hearing in any manner provided by this Manual.

9.3 Benefits

Those offices, positions and employments who regularly work twenty or more hours per week and are classified as regular at-will employees and shall be entitled to those benefits as specified for benefitted employees by this. A list of regular at-will positions entitled to receive such benefits is in the Appendix.

9.4 Standards of Conduct

At-will employees are subject to the same standards of conduct that prevail over employees in the career service. Any evaluations, warnings or disciplinary action provided to at-will employees regarding their conduct or job performance does not create any obligation or duty on BHA's part to provide a warning or evaluation or corrective progressive discipline prior to discharge and in no way negates or otherwise abrogates BHA's right to discharge at-will employees for any reason without notice at any time during their employment and without right of appeal.

9.5 Transfer or Appointment of Career Employee to an At-Will Position

Any employee in the career service who accepts a transfer or appointment to an at-will position shall be reinstated to the career position from which he or she was transferred or appointed if within six months after such transfer or appointment, action is taken to dismiss the employee, unless charges are filed and the employee is discharged in accordance with these Rules. After expiration of the six month period, the employee is excluded from the career service and from any retreat rights to former career positions and is subject

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to termination at any time, with or without advance notice, with or without cause, and without the right of appeal.

ARTICLE 10

LAYOFF POLICY AND PROCEDURE

10.1 Statement of Intent

This layoff policy for the Authority is intended to provide the maximum employment protection to the Authority staff should a layoff become necessary. The policy also aims to minimize the impact such a layoff might have on the Authority's equity and inclusion efforts.

10.2 Announcement of Layoff

The Board of Commissioners and the Executive Director shall make every reasonable effort to manage and budget the Authority's resources effectively, and to plan for the delivery of Authority services in a manner which will avoid the necessity of laying off career Authority employees. If a reduction in the work force is necessitated by, but not limited to, the following: a material change in duties and organization, adverse working conditions, return of employee from leave of absence or shortage of work or funds, the Executive Director shall notify the person or entity performing human resources functions for the authority of the intended action and the reason for the layoff.

10.3 Vacancy Freeze

Immediately following a decision which may involve the potential layoff of career Authority employees, the Executive Director shall freeze all current Authority vacancies in the competitive service in similar and related classifications to those likely to be targeted for layoff, as well as all related full-time, temporary positions which are expected to last six (6) months or more, in order to implement the provisions of Section 10.11.

10.4 Seniority Service Date

All service in the employ of the Authority shall be counted toward the establishment of an employee's Seniority Service Date, including, for example, permanent, probationary provisional, temporary (full-time and intermittent), seasonal, exempt employment, as well as leaves of absences for obligatory military service and approved parental leave while an employee of the Authority. Less than full-time service will be consolidated in equivalences of full-time service for the purpose of establishing the Seniority Service Date. Time off as a result of formal disciplinary action will be subtracted from the Seniority Service Date.

All leaves of absence without pay, regardless of duration, shall be subtracted from the employee's seniority service date. This provision will

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go into effect immediately upon implementation of necessary data processing and programming changes.

10.5 Establishment of Seniority Lists

Whenever a layoff of one or more career employees becomes necessary, as defined above, such layoffs shall be made according to Authority-wide classification Seniority Lists. Upon receiving notification that the Executive Director must proceed with a possible reduction in the work force, and following receipt of information concerning the specific positions, programs and departments involved, the person or entity performing human resources functions for the authority will immediately establish separate Probationary and Permanent Seniority Lists for each classification targeted for layoff.

10.6 Order of Layoff

Employees within a specific class shall be laid off on the basis of their Seniority Service Date; i.e., employees with the least amount of total service shall be laid off first. All emergency, temporary and provisional employees working in classes similar to those identified for layoff must be terminated prior to the layoff of probationary and permanent employees. Probationary employees will be laid off prior to permanent employees for a specific class.

10.6.1 Tie

If two or more employees on a Seniority List have an identical Seniority Service Date, the tie shall be broken in the following order: (1) time in class-the employee having least time in the class shall be laid off first, and (2) by lot.

10.7 Notification

Permanent and probationary employees should be notified individually, in writing, of pending layoffs as soon as possible, with no less than thirty calendar days notification if targeted for termination or retreat to a lower class.

All other employees to be laid off shall be given, whenever possible, at least a fourteen (14) calendar day prior notice.

10.8 Employee Retreat Rights

A probationary or permanent employee affected by layoff shall have the right to displace an employee in a lower level class in which the affected employee once had permanent status or in a subsequently created intermediate level career class which provides normal progression through the class series. Retreat rights shall also extend to employees who have not previously been promoted through a class but for whom the class is a

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natural progression or beginning in the class series. Retreat rights into a lower class will be granted in order of the highest seniority date on the Seniority List for employees in that class.

10.8.1 Qualification to Retreat into More than One Classification

When an employee is qualified to retreat into more than one class, the options shall be discussed with the employee and due consideration given to the employee's preferences. However, it is the prerogative of the Executive Director to determine the final placement offer to the employee

10.8.2 Salary Step

Employees retreating to a lower class or being flexibly placed in a similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off.

10.8.3 Reinstatement After Transfer

An employee whose position is abolished and is transferred in lieu of layoff shall have the right to return to the position if it is restored within one year of the date of the transfer.

10.9 Flexible Placement Program

After all frozen vacant positions have been filled by employees entitled to retreat rights under Section 10.8 (Employee Retreat Rights) of this chapter, the Executive Director will review and identify the remaining frozen vacant classes into which career employees targeted for layoff who have not retreated into a lower class may be placed on the basis of total experience and education.

10.9.1 Failure to Meet Minimum Requirements

Where the targeted employee does not meet the minimum qualifications of a frozen vacant position, the Executive Director has the discretion to either waive the minimum qualifications and/or substitute the targeted employee's job-related experience and education for the minimum qualifications, but under no circumstances is the Executive Director required to do so. Where the employee does not meet the minimum qualifications, flexible placement can occur only if the Executive Director determines that management and supervisory personnel are able to provide adequate supervised on-the-job training to the employee to meet the requirements of the job. The employee must successfully complete the training within six months as determined by

the Executive Director or the employee shall be again subject to the layoff procedures.

10.9.2 Salary Range

Assignments under the Flexible Placement Program shall be limited to positions in the same or lesser salary range as the classification from which the employee is to be laid off.

10.9.3 Order of Assignment

Offers to positions under the Flexible Placement Program shall be made according to the employee's standing on the Seniority List.

10.10 Failure to Accept Offer under Layoff

Failure on the part of an employee to accept a written bona fide offer to retreat to a lower class or be flexibly placed in an alternative job within ten calendar days after the offer is made shall result in forfeiture of any further right to employment retention. Acceptance of a reassignment to a lower class does not remove the employee's right of appeal under Section 10.12 (Appeal Procedures) nor does acceptance of an alternative job under the Flexible Placement Program jeopardize an employee's standing on the reemployment lists as further provided in this Section 10.10 (Failure to Accept Offer under Layoff).

10.11 Re-Employment List

The names of probationary and permanent employees laid off in accordance with this chapter shall be entered on a re-employment list for both those classes from which they were separated as well as other classes to which they have retreat rights.

10.11.1 Duration of List

Re-employment lists for laid off employees who are separated from City service shall remain in effect for three years. Re-employment lists for laid off employees who are demoted shall remain in effect indefinitely.

10.11.2 Use of List

Re-employment lists shall be used by each department when a vacancy arises in the same or lower class of position before certification is made from an eligible list.

10.11.3 Order of Appointment

Employees on the re-employment list shall be certified and appointed to a vacancy in the appropriate class according to their standing on the Seniority List.

10.11.4 Failure to Appoint from Re-Employment List

If a vacancy is filled from an eligible list in a class for which a re-employment list exists which is a violation of this Section, the employee on the reemployment list who should have been appointed shall be appointed to the vacancy and paid retroactively from the date the vacancy occurred.

10.11.5 Failure to Accept Bona Fide Offer

Failure on the part of the employee on the re-employment list to accept a bona fide written offer of re-employment within fifteen calendar days will result in removal of the employee's name from the re-employment list from which the offer was made. Failure to accept an offer of reemployment to the class with the highest salary range for which the employee is eligible for re-employment will result in automatic removal of the employee's name from all re-employment lists. The employee may, however, accept or decline temporary reemployment without jeopardizing his or her standing the reemployment list for the class from which he or she was originally terminated.

10.11.6 Salary Step

Upon reappointment to the class from which the employee was originally separated or demoted, the employee shall be placed at the salary step that the employee held at the time of the separation or demotion.

10.11.7 Reinstatement List

Any former employee on a re-employment list shall be included as an eligible on the reinstatement list for a specific class at or below the class from which layoff occurred, upon written request by the employee for reinstatement which is submitted with a current, completed BHA application and upon meeting the minimum qualifications of the specific class unless waived by the Executive Director as provided under flexible placement.

10.12 Appeal Procedures

The decision of the Executive Director to implement a layoff is not appealable. Any unrepresented career employee who believes that the layoff procedure, as defined herein, has been improperly administered as to the employee may appeal the action under the Complaints, Appeals and Hearing Procedure of this Manual. Employees are entitled to review all records pertaining to their class and their rights under the provisions of the layoff policy.

10.13 Audit

In the event of a dispute between an employee and BHA over the application of the re-employment list and if either party so requests, the Executive Director's Office shall order an audit by an outside auditor of all vacant positions filled in each department to determine whether vacancies were filled in compliance with the procedures for appointments from reemployment lists set forth in Section 10.11 (Re-Employment List) of this Manual. In the event vacancies for which re-employment lists were in existence remain unfilled, the auditor shall offer an opinion as to whether or not the reasons for leaving the positions vacant appear to be legitimate. A report of the audit shall be transmitted to the City Manager and the City Council.

ARTICLE 11

DISCIPLINARY ACTION

11.1 Policy

Prior to the suspension, disciplinary demotion or discharge of an employee in the career service for disciplinary purposes, the procedure set forth in this Article 11 (Disciplinary Action) shall be complied with provided, however, that only those employees in the career service who are not represented by a labor organization shall be entitled to the notice, rights and procedures provided under Section 11.3 (Disciplinary Action).

11.2 Final Decision Maker for Disciplinary Action

For purposes of this chapter, the Executive Director is the final decision maker for BHA employees.

11.3 Disciplinary Actions

The department head shall initiate disciplinary procedures, as set forth here. The department head may suspend a subordinate employee for not more than three working days at any one time. For suspensions of more than three days, disciplinary demotions and discharge, the department head shall make a recommendation to the final decision-maker. The final decision-maker may suspend an employee from a position at any time for cause. Suspension without pay shall not exceed thirty working days, nor shall any employee be penalized by suspension for more than thirty working days in any continuous twelve month period. However, FLSA exempt employees shall not be suspended in less than regular workweek increments except for safety or security violations. A "regular workweek" is defined elsewhere by this Manual.

ARTICLE 12

COMPLAINTS, APPEALS AND HEARINGS

12.1 Policy

The procedure for filing complaints and appeals by employees set forth under this Article 12 shall be complied with provided, however, that only those employees in the career service who are not represented by a labor organization shall be entitled to file complaints with the City and appeals to the Personnel Board pursuant to the provisions of this Manual.

12.2 Final Decision Maker for Purposes of this Article

For purposes of this chapter, the Executive Director is the final decision maker for BHA employees.

12.3 Complaints

Disciplinary action shall be taken in accordance with Article 11 (Disciplinary Action) of this Manual. All other complaints by employees, except complaints about compensation, which allege a violation of the Personnel Ordinance or this Manual shall be filed through proper channels, commencing with the department head, and then to the final decision maker.

12.3.1 Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Finance Manager. The Finance Manager shall respond in writing within thirty days. If the complaint has not been resolved within thirty days of filing with the Finance Manager, the complaint may be moved to the final decision maker. Only complaints, which allege that employees are not being compensated in accordance with the policies, rules and resolutions of the Board of Commissioners, shall be considered as complaints under this Section. No compensation adjustment shall be retroactive for more than thirty calendar days from the date upon which the complaint was filed or thirty calendar days from the date when an employee may reasonably be expected to have learned of the claimed violation.

12.3.2 Discrimination Complaints

An employee may file a complaint concerning a violation of the "FAIR EMPLOYMENT" provision specified by the rules of this Manual, and the complaint shall be processed in accordance with the EEO Complaint

Investigation and Resolution Procedure of the Berkeley Housing Authority EEO/Affirmative Action Program.

12.4 Right of Appeal

An aggrieved employee shall have the right to appeal the decision of the final decision-maker regarding the aggrieved employee's disciplinary dismissal, demotion, suspension or complaint to the Personnel Board except in instances where the right to appeal is prohibited by the Personnel Ordinance or the provisions of this Manual.

12.5 Method of Appeal

Appeals to the Personnel Board shall be in writing, signed by the aggrieved employee and filed with the Executive Director within ten calendar days after the action is imposed. The appeal shall be a written statement, addressed to the Chair of the Personnel Board, explaining the matter appealed from and setting forth a statement of the action desired by the aggrieved employee, supported by his or her reasons. The Executive Director shall, within ten calendar days after receipt of the appeal, inform the Chair of the Personnel Board, and the affected department head of the filing and contents of the appeal with the Board.

12.6 Investigations and Hearings

Upon receipt of any appeal, the Executive Director shall make such investigation, as it may deem necessary.

An aggrieved employee who has been demoted for a disciplinary purpose, suspended or discharged is entitled to a hearing upon appeal before the Executive Director. As to all other appeals, the Personnel Board may grant a hearing or decide the appeal without a hearing as it may deem warranted.

12.7 Hearing Procedures

In cases where the employee is entitled to a hearing as a matter of right and in other cases whenever the Board may deem it advisable to hold a hearing, these procedures shall apply.

12.7.1 Notice

The Executive Director shall schedule a hearing on the appeal within forty-five calendar days from the date of the filing of an appeal. The Executive Director shall notify all interested parties of the date, time and place of the hearing at such places as the Executive Director shall prescribe.

12.7.2 Hearing Procedure

The aggrieved employee shall appear personally unless physically unable to do so before the Executive Director at the time and place of the hearing. The aggrieved employee may be represented by any person or attorney as may be selected and may at the hearing produce relevant oral or documentary evidence. The party who has the burden of proof shall state the case first after which opposition matter may be presented. Rebuttal matter that is not repetitive may be allowed at the discretion of the Personnel Board. Cross-examination of witnesses shall be permitted. Hearings need not be conducted according to technical rules relating to evidence and witnesses, but shall be conducted according to any rules of applicable procedures. Hearings shall be closed unless otherwise required by the Ralph M. Brown Act, Government Code Section 54950, as amended from time to time, or any other applicable law.

12.8 Findings and Recommendations

The Personnel Board shall, within thirty calendar days after the conclusion of the hearing, or if no hearing was conducted, within thirty calendar days of its decision, certify its findings and recommendation(s) in writing to the aggrieved employee and to the final decision-maker. The final decision maker shall review the findings and recommendation(s) of the Personnel Board and may then affirm, reject or modify the Personnel Board's findings and recommendation(s) as, in his or her judgment, seems warranted, and the final decision maker's decision shall be final. Any member of the Personnel Board may submit a minority or supplemental report which shall be attached to the findings and recommendation(s) of the Board.

SIGNATURE PAGE

Agreement Executed this ____ day of _____ by Unrepresented Employees who's signatures appear below.

DocuSigned by:
RACHEL GONZALES-LEVINE 1/20/2022
E7969889FCD0477...

Rachel Gonzales-Levine

DocuSigned by:
Celinda Aguilar-Vasquez 1/21/2022
5817667C4B9B466...

Celinda Aguilar-Vasquez

APPENDIX

This Appendix contains detailed information regarding benefits and compensation which covers unrepresented benefitted employees. It is appended to the Unrepresented Employee Manual but the contents are not part of the resolution establishing the Unrepresented Employee Manual and may be changed to reflect changes in benefit details, as approved by the Board of Commissioners by resolution.

13.1 Administrative Leave

Employees who are in classifications which are FLSA Exempt may be approved by the Board of Commissioners to receive up to an additional 40 hours of compensated administrative leave, and at the beginning of each calendar year thereafter, or prorated during the course of the year when employed less than a full year. An employee who works in an FLSA Exempt classification for a period of one month or longer, and is therefore ineligible to earn overtime, shall be entitled to prorated leave. This administrative leave is granted to employees whose job responsibilities cause them to work numerous hours in excess of the normal BHA workweek. The Executive Director has the authority to rescind administrative leave in those instances of abuse or misuse of the intent of this provision.

Administrative leave taken must be approved in advance by the department head and posted to the employee's timecard. Unused administrative leave may be carried over to the next calendar year, providing the total of excess vacation and unused administrative leave do not exceed 320 hours. Otherwise, the excess administrative leave must be taken within the calendar year in which it was earned or it may be forfeited. Upon termination or retirement, no monetary award will be authorized for unused accumulated administrative leave.

13.2 Automobile Allowance

The BHA reimbursement rate for the use of a private automobile on authorized City business will be equal to the amount established by the Internal Revenue Service.

13.3 Bilingual Premium Pay

13.3.1 As Part of Regular Job Assignment

An employee who is required as an essential part of his or her job to provide non-English language services, including Braille and sign language, routinely and consistently as part of his or her regular job assignment as determined by the BHA will receive a Bilingual Premium Pay Differential of 5%. The employee must agree to use the bilingual skill during his or her normal work shift regardless of assignment. The Bilingual Premium Pay Differential of 5% will be reported to CalPERS as Bilingual Premium Special Assignment

Pay. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.

13.3.2 Occasional Assignments

An employee assigned occasionally to provide non-English language services, including Braille and sign language, when either a) assigned by management, or b) at the request of the employee with the supervisor's agreement, or, c) after a job audit will receive a Bilingual Premium Pay Differential of 2%. The employee must agree to use the bilingual skill during his or her normal work shift regardless of assignment. The Bilingual Premium Pay Differential of 2% will be reported to CalPERS as Bilingual Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.

13.3.3 Competency and Management Rights

The bilingual premium will not be applicable under any circumstances except to an employee who possesses second language competency. Management reserves the right to test for second language appropriate competency prior to a Bilingual Premium Pay Differential.

13.3.4 Temporary Designation

The BHA may designate an employee to receive either the 5% or 2% Bilingual Premium Pay Differential on a temporary basis for a specified period provided the employee met the requirements contained in the first or second paragraph of this Section.

13.4 Cash-In-Lieu Payments

For those employees who show proof of alternate medical coverage, the Authority will compensate the employee at the single Kaiser plan rate; provided, however, that such compensation shall in no event exceed \$732 per month. This benefit shall be frozen at this amount.

13.5 Dependent Care

Employees shall be allowed to designate a specific amount of salary, consistent with State and Federal tax laws, to be redirected to pay for dependent care costs through pre-tax salary deductions. The amount of funds designated should be considered carefully, because under the current tax code, any unexpended funds which have not been spent for the specific purpose of paid dependent care and remain in the employee's account at the end of the year, will be forfeited.

13.6 Life Insurance

The BHA shall provide paid group life insurance, by a carrier of the BHA's choice, in the amount of \$50,000 which shall include a standard accidental death and dismemberment provision of a like amount. Life insurance shall become effective the first day of the calendar month following appointment, and shall continue until the last day of the calendar month in a pay status.

In addition, all unrepresented benefitted employees may purchase additional coverage, in increments of \$10,000, up to a maximum of \$300,000, at the rate offered by the BHA's insurance carrier, subject to any rules and restrictions of the carrier, including but not limited to any medical exam that might be required by the insurance carrier.

13.7 Medical/Dental Insurance for Employees/Dependents

The BHA offers fully paid and/ or partially paid health insurance plans and a fully paid dental plan for the employee and eligible dependents, including a domestic partner. The dental plan currently provides orthodontic coverage for the employee's dependent children through age 26 and 90% of the Bay Area Usual, Customary and Reasonable charges. Effective January 1, 2007, the maximum annual coverage will be \$2,000 annual coverage, and \$2,000 lifetime orthodontia limit. Any employee, who is required to partially pay premiums, shall be allowed to make these payments with pre-tax deductions. The medical and dental benefit coverage for dependent children extends to the date of their 26th birthday, providing they meet the Internal Revenue Service definition of "dependent". If an employee chooses to complete and submit an Affidavit of Domestic Partnership and sign up for medical benefits and/or dental benefits for his or her domestic partner, the employee shall be subject to federal and state income tax withholding.

Medical and dental benefits shall begin the first day of the calendar month following the date of hire, and end the last day of the month an employee is in pay status, except in the case of parental and Family and Medical Leave Act, as described in the Administrative Regulation No. 2.4. Maximum annual coverage amounts are found in the City of Berkeley Employee Benefits Handbook.

13.8 Retiree Medical Plan

The benefits referenced herein are currently provided through City of Berkeley plans. The Authority will meet and confer with unrepresented employees if and when the Authority receives any notice that the Providers of these City plans intend to discontinue coverage of Authority employees.

The terms and conditions of this benefit shall be set forth in a separate document which shall contain a full plan description and shall control the administration of the retiree medical plan.

13.9 Amendment of Retiree Health Premium Assistance Plan III, effective January 23, 1998, Restated and Amended effective March 22, 2011

Employees who retire on or after June 21, 2015, shall be permitted, at their discretion, to enroll in non-City/BHA sponsored health plans. After Board of Commissioner approval of this Unrepresented Employee Manual, the City shall amend the Retiree Health Premium Assistance Plan III as soon as practicable to allow enrollment in non-City sponsored health plans. In the event a retiree elects to enroll in a non-City sponsored health plan, the City shall make medical insurance premium payments directly to the health insurance provider in an amount equal to what the City would contribute to the City sponsored health plan. Retiree shall be solely responsible for all aspects of the requirements to enroll in a non-City

sponsored health plan and maintain eligibility for such a plan; the City's sole obligation is to pay the medical insurance premium contribution required under this section, as directed by the retiree to a non-City sponsored health plan. The City shall not be responsible for any excess cost differentials associated with the direct payment of premiums to non-City sponsored plans. The City will only make payments through its third party administrator to provide medical insurance premium payments for an individual plan and will not make payments for a group plan. The retiree and/or surviving spouse or domestic partner that enroll in non-City sponsored health plans shall be solely responsible for paying the administrative set up fee, the monthly administrative fee, and/or any other fees established by the third party administrator, and said fees will be deducted directly from the retiree's monthly contribution. No cash payments will be paid directly to the retiree and/or the retiree's spouse/domestic partner. There shall be no cash in lieu payments made under this benefit.

The City will also amend the Retiree Premium Assistance Plan III to allow eligible retirees who retired prior to June 21, 2015 to enroll in a non-City sponsored health plan.

13.10 Retiree Medical for Unrepresented Benefitted Employees

Effective June 28, 1998, the City will provide the retiree medical coverage set forth below for all unrepresented benefitted employees. An employee's entitlement to any and all benefits provided by the City/BHA under this retiree medical plan is subject to the funding limitations set forth in the plan document.

13.10.1 Eligibility

An employee is eligible for the retiree health insurance coverage as set forth in Sections 13.10.2 (Pre Age 65 Retiree Health Insurance) and 13.10.3 (Retiree Benefits for Employees Age 65 or Over) below if he/she meets all the following criteria:

- a. retires from career service on or after June 28, 1998;
- b. is vested with CalPERS;
- c. has at least eight (8) years of CalPERS qualifying service with the City;
- d. is at least age 55.

An "Eligible Retiree" also includes individuals who meet the definition as set forth in Section 2.11.1 of the Retiree Health Premium Assistance Plan I for Confidential and Executive Management Employees (Representation Unit Z-1 and Elected Officials) Restated and Amended effective as of March 22, 2011 (Resolution No. 65,196-N.S.) for "Eligible Retiree."

13.10.2 Pre Age 65 Retiree Health Insurance

Pre Age 65 Retiree Health Insurance: Beginning June 28, 1998, the City/BHA shall make available health insurance coverage to the employee and his or her spouse or domestic partner. The City/BHA will pay on the employee's behalf no more than \$166.26 per month for an employee electing single party health coverage

and no more than \$332.52 per month for an employee electing two party coverage. The actual monthly amount of money the City/BHA will contribute on the employee's behalf will be based on the employee's total years of CalPERS service as provided in the following chart:

Years of CalPERS Qualifying Service	Percentage of City Contribution
8	30%
9	40%
10	50%
11	58%
12	66%
13	74%
14	82%
15	90%
16	92%
17	94%
18	96%
19	98%
20	100%

Retirees will pay the difference between the City's/BHA's monthly contribution and the actual monthly insurance premium charged by the health plan he/she has elected for retiree medical coverage. If during the term of this Agreement, the premiums for such health insurance are increased, the amount the City contributes shall increase no more than 4.5% above the previous year's contribution. No increases in the amount the City contributes shall occur before July 1, 1999. Thereafter, any increase in the amount contributed by the City will occur on July 1 each year thereafter.

13.10.3 Retiree Benefits for Employees Age 65 and over

Once an employee or retiree reaches age 65, he or she is eligible for Medicare. As a result his or her eligibility for the retiree medical benefits set forth in Section 13.10.1 (Eligibility) ceases. On reaching age 65, the City/BHA will make available health insurance coverage in addition to Medicare. When an employee or retiree reaches age 65, the City/BHA will contribute no more than \$16.17 per month on the employee's behalf for single party health insurance coverage and no more than \$32.34 per month for two-party health coverage.

13.10.4 Termination by City/BHA of Retiree Medical Benefit

Failure of the retiree or surviving spouse to pay their monthly share of the health insurance premium will result in termination of the retiree medical benefit and relieve the City/BHA of any further obligation to provide any further benefits under this Section.

13.10.5 Retiree Medical Benefit for Employees Retiring between the Ages of 50 and 55

An employee who is at least 50 years of age, but less than 55, has at least eight years of CalPERS qualifying employment with the City/BHA will retain eligibility for the retiree medical benefits provided in Section 13.10.1 (Eligibility) when the employee reaches age 55 if the employee is enrolled in a group health plan coverage from the date of his or her termination from City/BHA employment until the employee's 55th birthday. If for any reason the employee has a lapse in group health care coverage the employee forfeits his or her eligibility for the retiree health plan benefits upon reaching age 55 and the City/BHA has no further obligation to provide any benefits under this Section to the employee and/or his spouse or domestic partner.

13.10.6 Employee Retiring with a CalPERS Approved Disability

If an employee retires from the City/BHA before age 55 with a CalPERS approved disability retirement, the employee will retain eligibility for the retiree medical benefits provided in Section 13.10.1 (Eligibility) when the employee reaches age 55 if the employee is enrolled in a group health plan coverage from the date of his or her termination from City/BHA employment until the employee's 55th birthday. If for any reason the employee has a lapse in health care coverage the employee forfeits his or her eligibility for the retiree health plan benefits upon reaching age 55 and the City has no further obligation to provide any benefits under this Section to the employee and/or his spouse or domestic partner.

13.10.7 City/BHA Funding of Retiree Health Benefit

City/BHA contributions to the retiree medical benefit began on July 1, 1998. Funding of this benefit has been set aside in a trust to be established by the City.

The retiree medical benefit will be funded by a charge of 0.25% of payroll in each year, so that contributions are at 1% of the payroll after four years. The City/BHA will fund the benefit at approximately 1% of the payroll for every year thereafter with the intent of achieving a funding level of 70% after 30 years. The funding will be ongoing to maintain a 70% funding level thereafter.

Effective July 4, 2004, an additional charge of 0.25% of payroll was charged each year in the subsequent four years so that contributions are at 2% by July 1, 2007. The purpose of this 1% increase in payroll contribution is to fund post age 65 Medicare supplement plans. As a result of this change, the amount the City/BHA contributes toward the post65 Medicare Supplement coverage under the Retiree Health Premium Assistance Plan was \$102 effective July 7, 2002 for all post 65 retirees as well as future retirees.

13.10.8 Retiree Medical Plan for Unrepresented Employees (Rep Units Z-2, Z-3, Z-4, Z-6)

Eligible retirees who retired from positions in Representation Units Z-2, Z-3 Z-4 and Z-6 on or after July 1, 2008

Effective July 1, 2008, between the ages of 55 and 65 who retire on or after June 29, 2008 the amount the City/BHA contributes toward payment of the health care premium cost for the Retiree Health Premium Assistance Plan will increase by \$50 per month in addition to the 4.5% that occurs on July 1 as provided in Section 13.10.2 (Pre Age 65 Retiree Health Insurance). Effective July 1, 2009, the amount the City/BHA contributes toward payment of the health care premium cost for the Retiree Health Premium Assistance Plan will increase by an additional \$25 per month (i.e., an aggregate \$75 per month increase) in addition to the 4.5% that occurs on July 1 as provided in Section 13.10.2 (Pre Age 65 Retiree Health Insurance). Effective July 1, 2011, the amount the City/BHA contributes toward payment of the health care premium cost for the Retiree Health Premium Assistance Plan will increase by an additional \$25 per month (i.e., an aggregate \$100 per month increase) in addition to the 4.5% that occurs on July 1 as provided in Section 13.10.2 (Pre Age 65 Retiree Health Insurance).

13.10.9 Retiree Medical Plan for Confidential and Executive Management Employees (Rep Unit Z-1)

Eligible retirees who retired from positions in Representation Unit Z-1 on or after July 1, 2008.

Effective June 29, 2008, an additional charge of 0.50% of payroll will be charged so that contributions are at 2.5%. The purpose of this 0.50% increase in payroll contribution is to fund both pre-65 retiree health care premium costs and post age 65 Medicare Supplement plans for eligible retiree who retired from positions in Representation Unit Z-1 on or after July 1, 2008. As a result of this change, the amount the City/BHA contributes toward pre age 65 health insurance premium costs shall increase from \$258.19 per month to \$309.39 per month for single coverage and from \$516.38 per month to \$618.78 per month for 2-party coverage. The City/BHA's contribution toward the post-65 Medicare Supplement coverage shall increase from \$132.83 per month to \$184.03 per month for single coverage and from \$265.67 per month to \$368.06 per month for 2-party coverage.

13.11 Partially Subsidized YMCA Membership/Gym Membership

The cost of YMCA or another recognized gym/fitness club membership will be divided between the Authority and the employees, with the Authority contribution to be seventy-five percent (75%) of the monthly YMCA membership fee. The amount the Authority contributes toward the employee's monthly membership fee is subject to federal and state income tax withholding.

Use of a YMCA or other gym/fitness club facility/program by an Authority employee, as provided for in this Agreement, is non-compensable, is not a part of the employee's work-

related duties, is not required for employment and is not condoned as part of a physical fitness program, or required to maintain top physical conditioning for the employee's job performance.

The Authority or its Claims Administrator may not be liable for any injury which arises out of an Authority employee's participation in and use of a YMCA or other gym/fitness club facility club membership.

The same dollar amount of seventy-five percent (75%) of the YMCA monthly membership fee can be used or \$48, instead, towards the employee's membership fee in another recognized gym/fitness club.

13.12 Part-Time Employees Eligible for Full Benefits

Those part time employees who have been continuously employed by the City in benefitted part time career positions since prior to July 1, 1977 and who have not accepted a full time career position are eligible to participate in the City's health and dental insurance programs with the City's payment of premiums at the same level as for full time benefitted employees.

13.13 Probationary Periods for Unrepresented Classifications

The competitive appointment to a career classification will include a probationary period during which time the incumbent may be dismissed without right of appeal. The probationary period for unrepresented classifications varies from six (6) months of actual work hours (1040 hours for full time employees and 520 hours for half time) to one year of actual work hours (2080 hours for full time and 1040 hours for half time).

13.14 Regular "At-Will" Classifications

The following classifications are exempt from the career service and are eligible to receive benefits:

Executive Director

13.15 Shift Differential

Employees whose regular schedules meet the definition, as specified by Unrepresented Employee Manual Section 1.12 (Shift Differential), for shift differential, for the hours of 5:00 pm to 12:00 am, shall be paid their regular salary plus seven and one-half per cent of their monthly salary per month. Those whose regular schedule meets the definition for shift differential, for the hours of 12:00 am to 7:00 am, shall be paid their regular monthly salary plus ten per cent of their monthly salary per month.

13.16 SRIP II Disability Insurance

The BHA shall pay the premium for the current cost of long term disability insurance for SRIP covered employees who are enrolled in the SRIP II (Supplementary Retirement and Income Plan).

13.17 Vacation Schedules

Unrepresented employees, shall be entitled to earn annual vacation leave as follows:

Authorized Annual Vacation (in work weeks)	Years of Actual Benefitted Service
2-work weeks (FTE 80 hours)	During the first 3-years
3-work weeks (FTE 120 hours)	During the 4 th through 11 th year
4-work weeks (FTE 160 hours)	During the 12 th through 17 th year
5-work weeks (FTE 200 hours)	During the 18 th through 24 th year
6 work weeks (FTE 240 hours)	During the 25 th and subsequent years

13.20.1 Confidential Executive, Management and Professional Employees: Some confidential executive, management and professional employees shall be entitled to earn annual vacation leave as approve by the Board of Commissioners per employee's individual contract.

13.18 Longevity Pay

Effective June 28, 2009, employees in Representation Units Z-2, Z-3 and Z-6 who complete twenty-four (24) years of service shall receive a three percent (3%) differential beginning with the anniversary date of beginning the twenty-fifth (25th) year of service and shall apply to all hours in a paid status. Longevity pay shall be paid at the beginning of the pay period following completion of the 24 years of service. This Longevity Pay shall be reported to CalPERS as Longevity Pay Incentive Pay.

13.19 Longevity Pay for Confidential and Executive Management Employees

Effective June 29, 2008, employees in Representation Unit Z-1 who have completed twenty-four (24) years of service shall receive a three percent (3%) differential beginning with the anniversary date of beginning the twenty-fifth (25th) year of service and shall apply to all hours in a paid status. This Longevity Pay shall be reported to CalPERS as Longevity Pay Incentive Pay.

13.20 Video Display Terminal Screening/Glasses

The City offers VDT screening and glasses as medically required, every two years, to employees who in the course of their employment operate VDT equipment more than four hours in a work day.

13.21 Transit Passes/Parking Facilities

Upon request, the Authority shall provide public transit passes on a monthly basis in the amount of fifty dollars (\$50). at a cost of ten dollars (\$10) to the employee.

Exhibits A-B to the Unrepresented Employee Manual – June 26, 2021 – July 22, 2024

EXHIBIT A**June 27, 2021-June 22, 2024****Salary Ranges in Effect From June 27 2021 (4% increase)**

	FLSA	A	B	C	D	E
BHA Executive Director - (Per Contract)	Y					
BHA Administrative Assistance/FSS Coordinator	N	\$ 6,362	\$ 6,714	\$ 7,079	\$ 7,451	\$ 7,810

Salary Ranges in Effect From June 26, 2022 (3% increase)

	FLSA	A	B	C	D	E
BHA Executive Director - (Per Contract)	Y					
BHA Administrative Assistance/FSS Coordinator	N	\$ 6,553	\$ 6,915	\$ 7,291	\$ 7,675	\$ 8,044

Salary Ranges in Effect From June 25, 2023 (1% increase)

	FLSA	A	B	C	D	E
BHA Executive Director - (Per Contract)	Y					
BHA Administrative Assistance/FSS Coordinator	N	\$ 6,619	\$ 6,984	\$ 7,364	\$ 7,752	\$ 8,124

Cost of Living Adjustments

Effective June 27, 2021, the first full pay period including July 1, 2021, the salaries of represented employees shall be increased by four percent (4.0%) to reflect a cost of living adjustment.

Effective June 25, 2022, the first full pay period including July 1, 2022, the salaries of represented employees shall be increased by an additional three percent (3.0%) to reflect a cost of living adjustment.

Effective June 25, 2023, the first full pay period including July 1, 2023, the salaries of represented employees shall be increased by an additional one percent (1.0%) to reflect a cost of living adjustment.

Lump Sum Payment

Effective the first full pay period after Union ratification and BHA Board adoption of the Tentative Agreement, a onetime non-pensionable lump sum payment of \$1,000.00 for each career bargaining unit employee shall be conferred. Eligible employees must be current BHA employees in paid status for the full pay period this lump sum is conferred and shall not apply to unit members who are in unpaid status. Such payment shall be subject to required payroll tax deductions. The parties agree that this lump sum provision does not create or bind the BHA to any precedent or past practice.

EXHIBIT B

Holiday Office Closure FY2022 – 2024

FY21-22 Christmas to New Year –including holidays, RDO and weekends, the total number of days that we will be closed will be 10 days . Total vacation hours usage: 27 hours . Office re-opens on January 3, 2022 .		
12/24/21 (Friday)	Christmas Holiday observed	
12/25-26/21 (Sat-Sun)	Days-off	
12/27/21 (Monday)		VL – 9 hours
12/28/21 (Tuesday)		VL – 9 hours
12/29/21 (Wednesday)		VL – 9 hours
12/30/21 (Thursday)	New Year Holiday observed	
12/31/21 (Friday)	RDO	
01/01-02/22 (Sat-Sun)	Days-off	
01/03/22 (Monday)	Office re-opens	
FY22-23 Christmas to New Year –including holidays, RDO and weekends, the total number of days that we will be closed will be 10 days . Total vacation hours usage: 27 hours . Office re-opens on January 3, 2023 .		
12/24-25/22	Days off	
12/26/22 (Monday)	Christmas Holiday observed	
12/27/22 (Tuesday)		VL- 9 hours
12/28/22 (Wednesday)		VL- 9 hours
12/29/22 (Thursday)	New Year Holiday observed	VL- 9 hours
12/30/22 (Fri)	RDO	
12/31/2022-01/01/2023 (Sat-Sun)	Days-off	
01/02/2023 (Monday)	New Year Holiday observed	
01/03/2023 (Tuesday)	Office re-opens	
FY23-24 Christmas to New Year –including holidays, RDO and weekends, the total number of days that we will be closed will be 10 days . Total vacation hours usage: 27 hours . Office re-opens on January 2, 2023 .		
12/23-24/23	Days off	
12/25/23 (Monday)	Christmas Holiday observed	
12/26/23 (Tuesday)		VL- 9 hours
12/27/23 (Wednesday)		VL- 9 hours
12/28/23 (Thursday)		VL- 9 hours
12/29/23 (Fri)	RDO	
12/30-31/2023	Days-Off	
01/01/2023 (Monday)	New Year's Day	
01/02/2023	Office re-opens	

