



HOUSING COMMISSION AGENDA

Regular Meeting: January 8, 2020

Time: 8:00 a.m.

HACA Board Room, 22941 Atherton Street, Hayward, CA 94541

The public is welcome at all Housing Commission meetings. If you wish to speak on a matter NOT on the Agenda, please file a Public Comment card with the Commission Clerk. Upon recognition by the Chairperson during Public Comment, state your name, comments and/or questions. Anyone wishing to address the Commission on an agenda item or on business introduced by the Housing Commission may do so when the Chairperson calls for comments on the agenda item. Please be brief and limit your comments to the specific subject under discussion. NOTE: Only matters within the Housing Commission's jurisdiction may be addressed. To allow the opportunity for all to speak, a time limit of 3 minutes has been set for public speakers wishing to address the Housing Commission. The Chairperson has the discretion to further limit this time if warranted by the number of speakers.

The Housing Commission Secretary of the Housing Authority of the County of Alameda has, on Thursday, January 2, 2020 duly distributed this Agenda to the Clerk of the Board of Supervisors for posting in the office of the Alameda County Administration Building and has posted it on the bulletin board of the Housing Authority of the County of Alameda.

AMERICANS WITH DISABILITIES: In compliance with the Americans with Disabilities Act, if special assistance to participate in this meeting is needed, please contact the Housing Authority office at (510) 727-8511. Notification at least 48 hours prior to the meeting will enable the Housing Authority to make reasonable arrangements.

1. CALL TO ORDER / ROLL CALL

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| 2. | APPROVAL OF THE MINUTES OF THE DECEMBER 18, 2019 MEETING | ACTION 3 |
| 3. | PUBLIC COMMENT - On matters not on the Agenda | |
| 4. | NEW BUSINESS | |
| 4-1. | Recognize Mary Sturges as HACA's Shining Star for January – June 2020 | PRESENTATION 8 |
| 4-2. | Resolution No. 01-20 Approving a Memorandum of Understanding with SEIU Local 1021 | ACTION 10 |
| 4-3. | Resolution No. 02-20 Approving Adjustment to Salary, Health Benefits and Holidays for Non-Management, Non-Bargaining Unit Employees | ACTION 15 |
| 4-4. | Resolution No. 03-20 Approving Adjustment to Health Benefits and Holidays for Management Employees | ACTION 21 |
| 4-5. | Approval of the Alameda County Analysis of Impediments to Fair Housing | ACTION PUBLIC HEARING REQUIRED 29 |

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HOUSING COMMISSION AGENDA

Regular Meeting: January 8, 2020

Time: 8:00 a.m.

HACA Board Room, 22941 Atherton Street, Hayward, CA 94541

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| 5. COMMITTEE REPORTS | | |
| 6. COMMISSIONER REPORTS | | |
| 8. COMMUNICATIONS | | |
| 2020 NAHRO Washington Conference: March 27-31, 2020 | | |
| February 2020 Commission Meeting Date | | |
| 8. ADJOURNMENT | | |

MINUTES

December 18, 2019



Housing Authority of the
County of Alameda

HACA AGENDA ITEM NO.: 2

22941 Atherton Street, Hayward, CA 94541

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**HOUSING COMMISSION MINUTES
SPECIAL MEETING: DECEMBER 18, 2019
HACA BOARD ROOM, 22941 ATHERTON STREET, HAYWARD, CA 94541**

SUMMARY ACTION MINUTES

1. CALL TO ORDER/ROLL CALL

Call to Order

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

Roll Call

Present: Cmr. Ballew, Gacoscos, Gerry, Hannon, Kumagai, Lamnin, McQuaid, Olson, Patz and Shao.

Entered after Roll Call: Cmr. Finley.

Excused: Cmr. Buckholz

2. CLOSED SESSION: CONTRACT NEGOTIATIONS WITH SEIU LOCAL 1021 AND THE HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

Labor Negotiations Pursuant to Government Code §54957.6

The Housing Commission entered into a closed session at 8:02 a.m.

The Housing Commission returned to open session at 8:45 a.m. Chairperson Hannon reported that following a robust discussion, particularly regarding the retroactive nature of the proposed COLA, the Commission gave direction to the Executive Director and counsel in the matter of labor contract negotiations with SEIU Local 1021. The Commission made clear that it considered retroactivity to be negotiable, not automatic.

3. ACTION: APPROVAL OF THE MINUTES OF THE NOVEMBER 13, 2019 REGULAR MEETING

Recommendation: Approve the minutes of the November 13, 2019 regular meeting as presented.

Motion/Second: Patz/Lamnin.

Ayes: All. Motion passed. **APPROVED AS RECOMMENDED.**

4. **PUBLIC COMMENT – *On matters not on the Agenda***

None.

5. **NEW BUSINESS**

5-1. **ACTION: APPROVE A COST OF LIVING ADJUSTMENT FOR HACA'S MANAGEMENT EMPLOYEES**

Charla Freckmann, Human Resources Manager, presented the staff report. Ms. Freckmann described HACA's Management Compensation Policy and reported that a survey of the housing authorities, cities and counties in HACA's comparability pool was conducted to determine the Cost of Living Adjustment (COLA) for HACA's management employees. She stated that based on the results of the survey the average COLA is 3.05%, which would be rounded down to 3%.

Recommendation: Approve an annual salary adjustment of 3% retroactive to June 14, 2019, the beginning of the first pay period of the fiscal year, and continue the Management Compensation Policy.

Commission Discussion: Chairperson Hannon asked if the COLA for the City of Hayward, once it is determined, would have a significant impact on the calculation of the COLA for HACA's management employees. Cmr. Lamnin described the City of Hayward's FY2019-20 COLA and Ms. Freckmann indicated that there would be no significant impact for HACA. Chairperson Hannon also asked about the timing of HACA's comparability study. Ms. Freckmann described the various factors that are considered when conducting the comparability study. Christine Gouig, Executive Director, noted that staff follows the process outlined in HACA's Management Compensation Policy. Cmr. Gacoscos asked if it is possible that the COLA for the bargaining unit could differ from the COLA for HACA's management employees. Ms. Freckmann indicated that the COLA could be different since the COLA for the bargaining unit is based on the outcome of labor negotiations and the COLA for the management employees is based on the findings in the comparability study. Chairperson Hannon and Cmr. Lamnin stated that they'd like the Personnel Committee to review HACA's Management Compensation Policy and make changes where needed to ensure the COLA is equitable for all employees. Chairperson Hannon amended the recommendation and made the motion.

Amended Recommendation: Approve an annual salary adjustment for management employees of 3% retroactive to June 14, 2019, the beginning of the first pay period of

the fiscal year, and continue the Management Compensation Policy but refer the Policy to the Personnel Committee for review and recommendations to be brought back to the Commission.

Motion/Second: Hannon/Olson.

Ayes: All. Motion passed. **APPROVED AS RECOMMENDED.**

6. INFORMATION: FAMILY SELF-SUFFICIENCY PROGRAM REPORT

Daniel Taylor, Special Programs Manager, presented the staff report. Mr. Taylor thanked Cmr. Ballew, Buckholz and Lamnin for attending the 2019 Family Self-Sufficiency (FSS) *It's Your Time to Shine* event that was held on November 14. He also announced that the FSS Giving Connection event is underway and talked about the donations of gift cards and toys that the FSS staff received for this holiday event.

7. COMMITTEE REPORTS

None.

8. COMMISSIONER REPORTS

None.

9. COMMUNICATIONS

Ms. Gouig reported that the job announcement for the Executive Director position has been posted in various publications. A copy of the brochure was distributed to the Housing Commissioners and to the public.

Ms. Gouig and Cmr. Lamnin talked briefly about the role of the Personnel Committee in the Executive Director recruitment.

10. ADJOURNMENT

There being no further business to discuss, Chairperson Hannon wished all in attendance happy holidays and adjourned the meeting at 9:14 a.m.

Respectfully submitted,

Melissa Taesali
Executive Assistant/Housing Commission Clerk

Christine Gouig
Executive Director/Housing Commission Secretary

Approved:

Michael Hannon
Housing Commission Chairperson

NEW BUSINESS

January 8, 2020

HOUSING AUTHORITY OF ALAMEDA COUNTY

AGENDA STATEMENT

Meeting Date: January 8, 2020

Subject: Recognize Mary Sturges as HACA's Shining Star for January-June 2020

Exhibits Attached: None

BACKGROUND

In 2006 the Housing Authority created a Communications Committee composed of staff from all departments. The Committee created an "Employee of the Quarter" recognition program to acknowledge exceptional individual contributions of HACA employees. At the end of 2011 the Committee decided to revamp the program to allow more time for chosen employees to enjoy their recognition. The Committee re-named the award "HACA's Shining Star" and extended the recognition period to six months, so there will be two Shining Stars per year.

DISCUSSION

The Housing Authority is privileged to have on its staff Mary Sturges, a Family Self-Sufficiency Coordinator in the Special Programs Department. Mary's selection was announced at an All Staff meeting held on December 20, 2019. The comments below were submitted by those who nominated Mary and describe her outstanding work in the following categories: Problem Solving, Team Effort & Flexibility in Working with Others, Customer Service, and Acknowledgement from the Public, Co-Workers and Clients:

Acknowledgement from the Public, Co-workers and Clients: Mary gets along with all her co-workers. I have yet to meet anyone at work who doesn't like Mary. Her warm demeanor and kindness is contagious. Even if she isn't feeling well, she shows up for work always! Her clients absolutely adore her. Every year she organizes the "Its Your Time to Shine" event where we recognize FSS clients for their accomplishments. The event always turns out excellent.

Customer Service: I can write forever about how excellent Mary's customer service is. She is kind, warm and patient. She never brushes off a client because she is too busy. She will sit and take her time to problem solve with clients who feel stressed or discouraged.

Team Effort & Flexibility in Working with Others: Mary is very flexible and tolerant in working with others. She always brings things to the group rather than doing things in her own way. She likes to get feedback from her co-workers and doesn't get offended. Even if she is not fond of how something is said or done, she is respectful always and makes sure not to hurt anyone's feelings. She feels that together we are stronger as a team than apart.

Staff recommends that your Housing Commission recognize Mary Sturges as "HACA's Shining Star" for January-June 2020.

HOUSING AUTHORITY OF ALAMEDA COUNTY

AGENDA STATEMENT

Meeting: January 8, 2020

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

Exhibits Attached:

- Resolution No. 01-20
- Signed Total Tentative Agreement
- Attachment A: Revised Successor MOU (changed pages only)

Recommendations: Adopt Resolution Approving Successor MOU

Financial Statement: \$459,709 for bargaining unit employees

BACKGROUND

The current MOU between the Housing Authority of the County of Alameda (HACA) and SEIU Local 1021, which represents all full time, non-confidential and non-management employees, expired on June 13, 2019. The negotiating parties reached tentative agreement and the Union's negotiating team submitted the tentative agreement to the membership, which approved it. The new successor Memorandum of Understanding (MOU) is for a three (3)-year term from June 14, 2019 through June 9, 2022.

DISCUSSION and ANALYSIS

All changes to the former MOU are shown on the attached pages. All other terms and provisions remain the same. The substantive changes regarding the negotiated changes to the successor MOU are outlined in the attached signed Total Tentative Agreement.

RECOMMENDATION

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

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

RESOLUTION NO. 01-20

**APPROVING MEMORANDUM OF UNDERSTANDING (MOU)
WITH SEIU LOCAL 1021 FOR FISCAL YEARS 2019-2022**

WHEREAS, the Housing Authority of the County of Alameda (“Authority”) recognizes Service Employees International Union (SEIU) Local 1021 as the exclusive representative for the Authority’s general employees bargaining unit, for fiscal years 2019-2022; and

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

WHEREAS, the Parties have now come to agreement on a successor MOU for a term from 2019-2022;

NOW, THEREFORE, BE IT RESOLVED, that the Housing Commission of the Housing Authority of the County of Alameda does hereby approve and authorize the Human Resources Manager to execute the Memorandum of Understanding with SEIU Local 1021 for the 2019-2022 fiscal years as presented at this meeting.

PASSED, APPROVED AND ADOPTED by the Housing Commission of the Housing Authority of the County of Alameda on this 8th day of January 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

EXCUSED:

ABSENT:

Attest:

Christine Gouig
Executive Director/Housing Commission
Secretary

Michael Hannon
Housing Commission Chairperson

Adopted: January 8, 2020

**Housing Authority of Alameda County and SEIU Local 1021
2019 MOU Labor Negotiations**

TOTAL TENTATIVE AGREEMENT

The parties have reached agreement on the terms and conditions of employment for a three-year successor memorandum of understanding (MOU) and agree that the 2019 negotiations have now been completed. The revised MOU reflecting the agreed upon changes will be developed based upon the parties' approval and ratification of this total tentative agreement.

The terms of the new agreement are indicated below:

SECTION 7. OVERTIME

The parties agreed to clean-up language to clarify and simplify existing terms and conditions regarding overtime pay and procedures.

SECTION 8.L. BEREAVEMENT LEAVE

The parties agreed to clean-up language to clarify and simplify existing terms and conditions regarding bereavement pay and procedures.

SECTION 9. HOLIDAYS

Sub-Section A. – Holidays Defined. The parties agreed to delete the Admissions Day holiday occurring in September in exchange for one additional floating holiday and add clarifying language regarding the procedure for when the President or California Governor declares a public fast, national day of mourning, thanksgiving or holiday.

SECTION 10. VACATION LEAVE

Sub-Section A.6. – Maximum Vacation Accrual. The parties agreed to clean-up language to clarify and simplify existing terms and conditions regarding maximum vacation accrual.

Sub-Section L. – Vacation Sell-Back. The parties agreed to clean-up language to clarify and simplify existing terms and conditions regarding vacation sell-back.

Sub-Section M. – Vacation Purchase Plan. The parties agreed to clean-up language to clarify and simplify existing terms and conditions regarding the vacation purchase plan.

SECTION 11. SICK LEAVE

The parties agreed to clean-up language to clarify and simplify existing terms and conditions regarding sick leave pay and procedures and to add siblings among the qualifying family members for employee kin care in Sub-Section 11.G.

SECTION 12. WAGES

Sub-Section B. – Cost-of-Living Adjustments. The Housing Authority will implement a base wage cost-of-living increase for all classifications represented by the bargaining unit as follows:

1. 3.25% implemented following Housing Commission adoption of the successor Memorandum of Understanding. The Parties recognize that retroactivity is an optional term contained in a labor agreement and it may therefore be negotiated by the Parties in their successor Memorandum of Understanding negotiations.

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

2. 3.25% effective July 9, 2020.
3. 3.25% effective July 8, 2021.

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

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

SECTION 13. PREMIUM CONDITIONS

The parties agreed to HACA's proposed clean-up language to clarify and simplify existing terms and conditions regarding premium pay and procedures. And to add the language of an existing side letter regarding the implementation of stand-by duty pay in Sub-Section 13.E.

SECTION 14. HEALTH PLANS

The parties agreed to HACA's proposed clean-up language to clarify and simplify existing terms and conditions regarding eligibility for the Housing Authority's health plans. And to add language that the Housing Authority agrees to implement a group vision benefit plan in Sub-Section 14.C. as follows:

The Housing Authority will pay 100% of the premium for the employee-only Choice Plus vision benefit plan through the County of Alameda's Vision Service Plan (VSP) provider. The nature of the benefit provided by Choice Plus is determined by the County of Alameda and VSP, is subject to periodic change and is not subject to negotiations between the Housing Authority and SEIU Local 1021. Should the County of Alameda be unable to create a vision plan sub-group with the County's VSP provider for the Housing Authority, the Authority will obtain a similar Choice Plus plan through VSP with the premium being 100% paid by the Housing Authority for the employee-only level of coverage. Employees may elect to cover their dependents on the same plan at their own expense.

SECTION 23. RETIREMENT PLAN

The parties agreed to HACA's proposed clean-up language to clarify eligibility for each of the benefit tiers with the Housing Authority's retirement plan in the Alameda County Employee's Retirement Association.

SECTION 35. TERM OF MEMORANDUM

This Memorandum of Understanding shall become effective as of June 14, 2019, upon the approval of the Housing Authority of the County of Alameda Housing Commission and shall remain in effect up to and including June 9, 2022, with the a mandate that the Parties commence successor negotiations no later than January 9, 2022.

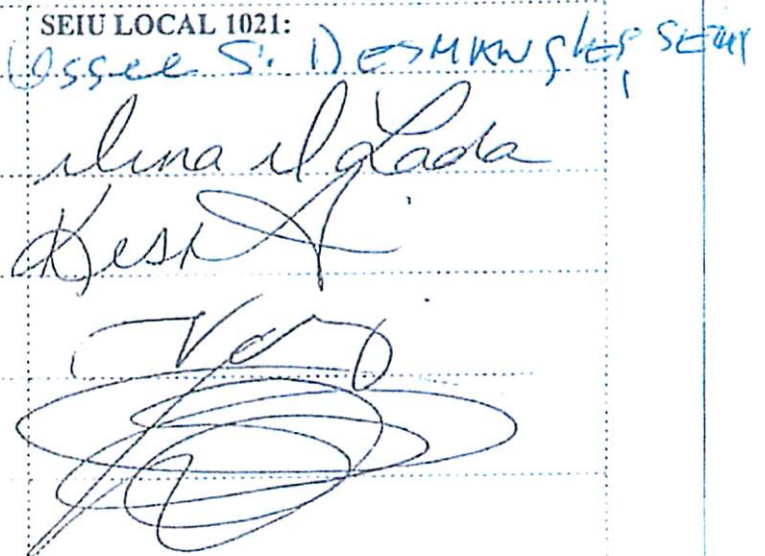
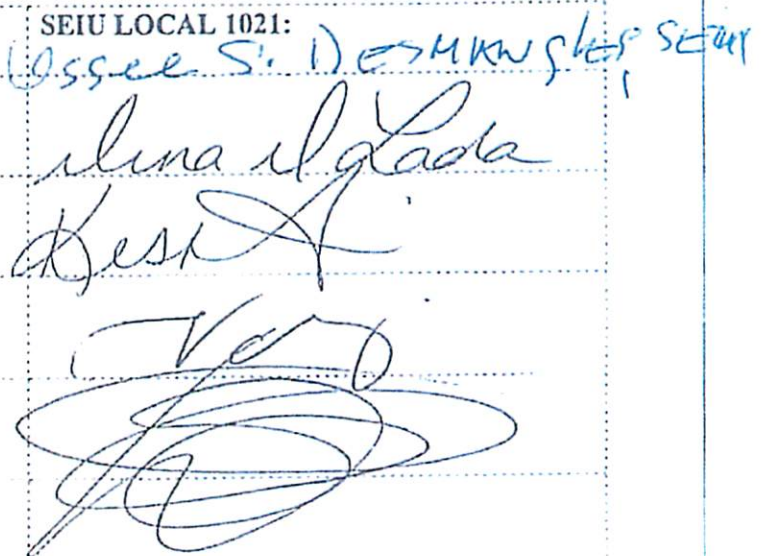
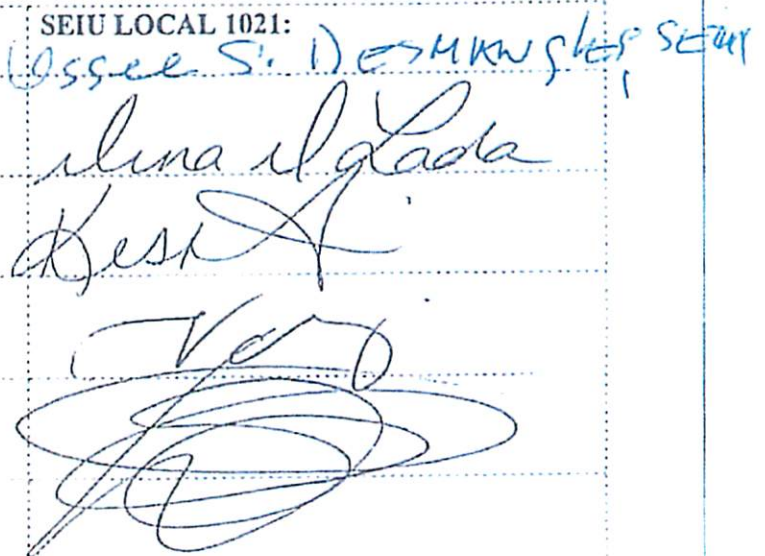
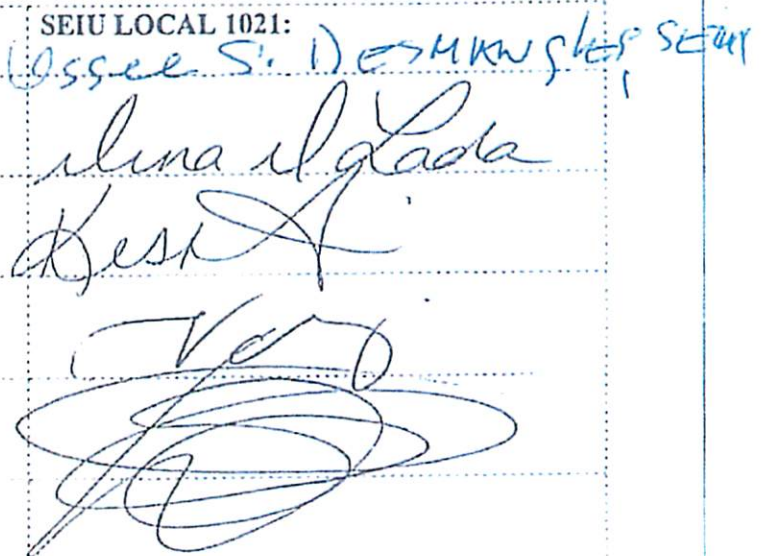
Signed and entered into this 26th day of December 2019:

HOUSING AUTHORITY OF THE
COUNTY OF ALAMEDA:





SEIU LOCAL 1021:

HOUSING AUTHORITY OF ALAMEDA COUNTY

AGENDA STATEMENT

Meeting: January 8, 2020

Subject: Salary Adjustment and Adjustment to Health Benefits and Holidays for Non-Management, Non-Bargaining Unit Employees

Exhibits Attached: - Resolution No. 02-20
 - Revised Personnel Rule 17.1

Recommendation: Adopt Resolution Approving Salary Adjustment and Adjustment to Health Benefits and Holidays for Non-Management, Non-Bargaining Unit Employees

Financial Statement: \$11,579 approximate cost

BACKGROUND

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

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

A successor Memorandum of Understanding (MOU) through June 9, 2022, was negotiated with SEIU Local 1021 for bargaining unit employees and is scheduled for approval by your Commission today. It is recommended that the same terms and conditions apply to these employees as follows:

- 3.25% cost-living adjustment effective June 14, 2019;
- 3.25% cost-of-living adjustment effective July 9, 2020;
- 3.25% cost-of-living adjustment effective July 8, 2021;

- Payment of the cost-of-living increases will be made at the same time and in the same manner as payment for bargaining unit employees;
- Deletion of the Admissions Day holiday in exchange for one additional floating holiday;
- Effective February 1, 2020, all newly-hired employees shall contribute 10% and the Housing Authority shall contribute 90% toward the monthly premium amount for the Kaiser Health Service Plan for all eligible employees and their dependents; and
- Participation in the same group vision plan to be implemented for the bargaining unit.

RECOMMENDATION

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

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

RESOLUTION NO. 02-20

**APPROVING SALARY ADJUSTMENTS AND REVISIONS TO THE PERSONNEL RULES TO REFLECT
CHANGES IN TERMS FOR UNREPRESENTED, NON-MANAGEMENT EMPLOYEES**

WHEREAS, the Housing Authority of the County of Alameda ("HACA") has had a standard practice of implementing the same salary adjustments, health contribution rates and holiday terms for unrepresented, non-management employees as those negotiated for represented employees; and

WHEREAS, it recommended that HACA's unrepresented, non-management employees receive a 3.25% COLA retroactive to June 14, 2019, a 3.25% COLA effective July 9, 2020 and a 3.25% COLA effective July 8, 2021; and

WHEREAS, it is further recommended that the Personnel Rules be revised to include a paragraph specifying the revised medical cost distribution of 90% HACA and 10% employee for unrepresented non-management employees; and

WHEREAS, it is further recommended that HACA Personnel Rule 17.1 be revised to reflect the changes in holiday terms applicable to unrepresented non-management employees; and

NOW, THEREFORE, BE IT RESOLVED, by the Housing Commission of the Housing Authority of the County of Alameda that the Commission does hereby approve and authorize the recommended changes to the salaries and Personnel Rules as presented at this meeting.

PASSED, APPROVED AND ADOPTED by the Housing Commission of the Housing Authority of the County of Alameda on this 8th day of January 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

EXCUSED:

ABSENT:

Attest:

Christine Gouig
Executive Director/Housing Commission Secretary

Michael Hannon
Housing Commission Chairperson

Adopted: January 8, 2020

Article 17 HOLIDAYS

Section 17.1 HOLIDAYS DEFINED

17.1.1 Paid holidays shall be:

January 1st – New Year's Day
 Third Monday in January – known as "Dr. Martin Luther King's Birthday"
 February 12th – known as "Lincoln's Birthday Day"
 Third Monday in February – President's Day
 March 31st – "Cesar Chavez's Birthday"
 Last Monday in May – Memorial Day
 July 4th – Independence Day
 First Monday in September – Labor Day
September 9th, known as "Admission Day"
 Second Monday in October – known as "Columbus Day"
 November 11th – known as "Veterans Day"
Fourth Thursday in November – Thanksgiving Day
 Day after Thanksgiving
 December 25th – Christmas Day

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

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~~Two floating holidays to be scheduled by mutual agreement of the employee and his/her department and taken within the fiscal year, except that an employee hired on or after April 1 of any year shall not be entitled to two floating holiday for that fiscal year.~~

B. ~~Paid holidays shall also be:~~ All other days appointed by the President of the United States or the Governor of the State of California for a public fast, national day of mourning, thanksgiving, or holiday, and ~~approved by a majority of the members of the Housing Commission, announced by the Executive Director. An Executive or Gubernatorial order designates a "holiday" applicable to this section only when it specifies that it applies to other government agencies, specifically local government agencies such as HACA.~~

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~~In the event such a day is appointed by the President or the Governor, the Executive Director or his/her designee shall make his/her best effort to contact the members of the Housing Commission in a timely fashion and to seek their determination of the applicability of the holiday. If time permits, the question of the applicability of the holiday shall be scheduled for consideration by the Commission at its regular meeting.~~

17.1.2 C. In the event that any of the designated holidays shall fall on a Saturday, said holiday shall be observed on the preceding Friday unless the office is closed that Friday. In the event that any of said holidays shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed a day of national mourning or celebration shall be granted only to those

employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

17.1.3 D. In the event that the date of observance of any of the foregoing holidays is changed by statute, said holiday shall be observed on the date so established instead of the date provided in Section 17.1.

17.1.2. Floating Holidays

Three (3) floating holidays are provided and are to be scheduled by mutual agreement of the employee and the employee's manager and are to be taken within the fiscal year. Floating holidays that remain unused by the end of the fiscal year are forfeited.

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HOUSING AUTHORITY OF ALAMEDA COUNTY

AGENDA STATEMENT

Meeting: January 8, 2020

Subject: Adjustment to health benefits and holidays for management employees

Exhibits Attached: - Resolution No. 03-20
 - Revised Personnel Rule 3.17
 - Revised Personnel Rule 17.1

Recommendation: Adopt Resolution approving changes to health benefits and holidays applied to management employees

Financial Statement: None

BACKGROUND

It has been the Housing Authority's standard practice to implement the same health contribution rates and holiday terms for management employees as those negotiated for represented employees. A successor Memorandum of Understanding (MOU) through June 9, 2022, was negotiated with SEIU Local 1021 for bargaining unit employees and is on your Commission's agenda for approval today. Two items were negotiated that are being proposed to be similarly applied to management employees:

1. Healthcare Contributions

Currently, the Housing Authority is paying for each employee covered by health insurance an amount equal to 96% of the Kaiser premium. The successor MOU changes this percentage so that effective February 1, 2020, all newly hired employees eligible for healthcare coverage will pay 10% and HACA will pay 90% of the Kaiser premium. Attachment 1 indicates the changes in Personnel Rule 3.17 applicable to healthcare contributions for management employees.

2. Holidays

The successor MOU eliminates the holiday of Admission Day (observed on September 9th) in exchange for one additional floating holiday. Attachment 2 indicates the changes in Personnel Rule 17.1 regarding holidays that are applicable to management employees.

RECOMMENDATION

Consistent with standard practice, staff recommends your Commission adopt a resolution approving the above-referenced provisions regarding healthcare contributions and holidays for management employees and the recommended changes to the Personnel Rules.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

RESOLUTION NO. 03-20

**APPROVING REVISIONS TO THE PERSONNEL RULES TO REFLECT CHANGES
IN HEALTH CARE BENEFITS AND HOLIDAY TERMS FOR MANAGEMENT EMPLOYEES**

WHEREAS, the Housing Authority of the County of Alameda (“HACA”) has had a standard practice of implementing the same health contribution rates and holiday terms for management employees as those negotiated for represented employees; and

WHEREAS, it is the recommendation that the HACA Personnel Rules be revised to reflect the recommended changes for HACA’s management employees; and

WHEREAS, it is the further recommendation that HACA Personnel Rule 3.17 be revised to reflect the benefit changes applicable to HACA’s management employees; and

WHEREAS, it is the further recommendation that HACA Personnel Rule 17.1 be revised to reflect the changes in holiday terms applicable to HACA’s management employees;

NOW, THEREFORE, BE IT RESOLVED, by the Housing Commission of the Housing Authority of the County of Alameda that the Commission does hereby approve and authorize the recommended changes to the Personnel Rules as presented at this meeting.

PASSED, APPROVED AND ADOPTED by the Housing Commission of the Housing Authority of the County of Alameda on this 8th day of January 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

EXCUSED:

ABSENT:

Attest:

Christine Gouig
Executive Director/Housing Commission
Secretary

Michael Hannon
Housing Commission Chairperson

Adopted: January 8, 2020

Section 3.17 PERSONS IN "M" DESIGNATED CLASSIFICATIONS

Notwithstanding any other provision of these Rules, only persons occupying positions in classifications for which the schedule or salary includes the suffix "M" shall be subject to the provisions of this Section and following sub-Sections. The provisions of this Section are not intended to and do not establish vested or contractual rights and are subject at any time to change or repeal by the Housing Commission without the substitution of comparable benefits.

3.17.1 Salary:

~~Each e~~Employees shall receive the salary determined by the Housing Commission.

3.17.2 Work Week:

~~Each e~~Employees shall have a work week of forty (40) hours. The eighty (80)-hour pay period may be flexibly scheduled consistent with ~~the~~ operating needs ~~of the Department, and~~ with the approval of the Executive Director.

3.17.3 Vacation Accrual:

For each pay period in a paid status, employees shall accrue vacation leave as follows:

| Years of Service | Hours Per Pay Period | Annual Hours | Cap (Hours) |
|------------------|----------------------|--------------|-------------|
| Years 1-3: | 4.62 hours | 120 | 240 |
| Years 4-10: | 6.15 hours | 160 | 320 |
| Years 11-18: | 7.69 hours | 200 | 400 |
| Years 19+: | 9.23 hours | 240 | 480 |

Effective December 25, 1999, employees in "M" designated classes attaining a vacation balance of two times their annual accrual rate shall cease accruing vacation until their balance drops below said limit.

3.17.4 Vacation Sell-Back:

~~Management e~~Employees are eligible to sell back accrued vacation subject to the following conditions:

- Each employee may sell back the equivalent of up to a maximum of 300 hours of vacation per fiscal year;
- Each sell back transaction may range from 1 to 300 hours not to exceed the per fiscal year maximum; and
- Employees may only sell accrued vacation hours.

3.17.5 Floating Holidays:

~~Each e~~Employees shall receive sixthree (63) days of paid leave of absence in each fiscal year, such days to be selected by the person, subject to the approval of the Executive Director and to be taken within that fiscal year only; provided,

however, that any employee appointed after the start of the fiscal year shall receive paid leave of absence prorated at the rate of .92 hour for each bi-weekly pay period thereafter to be worked full-time during the remainder of the fiscal year.

3.17.6 **Healthcare Coverage:**

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The Housing Authority shall contribute 96% toward the monthly premium amount for the Kaiser Health Service Plan for all eligible employees and their dependents. Employees shall pay any difference between the Housing Authority contribution and the full amount of the premium of the plan and benefit level.

Effective February 1, 2020, all newly hired employees shall contribute ten percent (10%) and the Housing Authority shall contribute ninety percent (90%) toward the monthly premium amount for the Kaiser Health Service Plan for all eligible employees and their dependents. Employees shall pay any difference between the Housing Authority contribution and the full amount of the premium of the plan and benefit level. All Housing Authority employees hired prior to February 1, 2020, will continue according to the established cost-sharing as described above.

Healthcare Coverage Continuation:

Each employee regularly scheduled to work at least 50% of the full-time schedule shall be eligible for health and dental benefits coverage by benefit providers selected by the Housing Authority including coverage for dependents. Premium payment toward such health benefit coverage shall not be greater than the full premium cost for the Kaiser Permanente Health Maintenance Organization coverage under contract. Such coverage is subject to the provisions, conditions, and limitations of the benefit provider's contract. Employees who chose to forgo health coverage shall receive \$100 per pay period. Except for employees on family medical leave pursuant to the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and/or the Pregnancy Disability Leave Act (PDL), continuing eligibility for group medical coverage is based on employment in a paid status for at least fifty percent (50%) time or more each pay period.

3.17.7 **Medical Opt-Out/Waiver:**

Employees who chose to forego health coverage shall receive \$100 per pay period.

3.17.8 **Dental Plan:**

The Housing Authority shall contribute toward the provider's monthly charge for a group dental plan for all eligible employees and their dependents an amount equal to and for a plan equal to that paid for by the County of Alameda.

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3.17.98 Life and AD&D Insurance:

~~Each e~~Employees ~~shall be provided~~ are eligible to receive at the Housing Authority's expense Group Life Insurance and Group Accidental Death and Dismemberment Insurance. Effective July 2017, in the amount of coverage is \$5100,000.00 provided by an insurer selected by the Housing Authority. This coverage is subject to the provisions, conditions, and limitations of the benefit provider's contract. Eligibility for this benefit commences after completion of six months of service.

3.17.109 Long-Term Disability InsuranceCoverage:

~~Each e~~Employees shall receive Long Term Disability Insurance coverage from a provider selected by and paid for by the Housing Authority. This program is subject to; eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contracts. The benefit plan documents contain specific criteria and benefit details. Eligibility for this benefit commences after completion of six months of service.

3.17.110 Tax-Favored Educational Expenditures:

Employees may pay for job-related educational expenses. Payments may be made through payroll deduction or employees may be reimbursed. The plan document for Tax-Favored Educational Expenditure Benefits contains the specific criteria and benefit details.

3.17.124 Taxable Fringe Benefit Program:

Employees are eligible to submit certain qualifying expenditures for reimbursement on a taxable basis. The details regarding the types of expenditures that qualify for taxable reimbursements and benefit amounts are contained in the Taxable Fringe Benefit plan document.

3.17.13**3.17.12 Non-Taxable Fringe Benefit Program:**

Employees are eligible to submit certain qualifying expenditures for reimbursement on a non-taxable basis. The details regarding the types of expenditures that qualify for non-taxable reimbursements and benefit amounts are contained in the Non-Taxable Fringe Benefit plan document.

3.17.14**3.17.13 —FLSA Exempt Less Than Full-Day Leave Usage:**

All management classes determined to be exempt from overtime provisions of the Fair Labor Standards Act shall be required to charge the appropriate leave category for absences of less than one day except that, once the appropriate leave category is exhausted, employees shall not have salary reduced by being placed on leave without pay because of less-than-full-day absence.

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Article 17 HOLIDAYS

Section 17.1 HOLIDAYS DEFINED

17.1.1 Paid holidays shall be:

January 1st – New Year's Day
 Third Monday in January – known as "Dr. Martin Luther King's Birthday"
 February 12th – known as "Lincoln's Birthday Day"
 Third Monday in February – President's Day
 March 31st – "Cesar Chavez's Birthday"
 Last Monday in May – Memorial Day
 July 4th – Independence Day
 First Monday in September – Labor Day
September 9th, known as "Admission Day"
 Second Monday in October – known as "Columbus Day"
 November 11th – known as "Veterans Day"
Fourth Thursday in November - Thanksgiving Day
 Day after Thanksgiving
 December 25th – Christmas Day

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

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~~Two floating holidays to be scheduled by mutual agreement of the employee and his/her department and taken within the fiscal year, except that an employee hired on or after April 1 of any year shall not be entitled to two floating holiday for that fiscal year.~~

B. ~~Paid holidays shall also be:~~ All other days appointed by the President of the United States or the Governor of the State of California for a public fast, national day of mourning, thanksgiving, or holiday, and ~~approved by a majority of the members of the Housing Commission, announced by the Executive Director. An Executive or Gubernatorial order designates a "holiday" applicable to this section only when it specifies that it applies to other government agencies, specifically local government agencies such as HACA.~~

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~~In the event such a day is appointed by the President or the Governor, the Executive Director or his/her designee shall make his/her best effort to contact the members of the Housing Commission in a timely fashion and to seek their determination of the applicability of the holiday. If time permits, the question of the applicability of the holiday shall be scheduled for consideration by the Commission at its regular meeting.~~

17.1.2 C. In the event that any of the designated holidays shall fall on a Saturday, said holiday shall be observed on the preceding Friday unless the office is closed that Friday. In the event that any of said holidays shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed a day of national mourning or celebration shall be granted only to those

employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

17.1.3 D. In the event that the date of observance of any of the foregoing holidays is changed by statute, said holiday shall be observed on the date so established instead of the date provided in Section 17.1.

17.1.2. Floating Holidays

Three (3) floating holidays are provided and are to be scheduled by mutual agreement of the employee and the employee's manager and are to be taken within the fiscal year. Floating holidays that remain unused by the end of the fiscal year are forfeited.

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HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: January 8, 2020

| | |
|----------------------|---|
| Subject: | Analysis of Impediments (AI) to Fair Housing (Public Hearing Required) |
| Exhibits: | <ul style="list-style-type: none">- Attachment B: AI Executive Summary- HACA's Goals |
| Recommendation: | Conduct Public Hearing to Accept Comments; Approve AI; Authorize Submission of AI to HUD |
| Financial Statement: | None |

BACKGROUND

Jurisdictions eligible to receive federal funding from housing and community development programs administered by the U.S. Department of Housing and Urban Development (HUD) are required to prepare a *Consolidated Plan and Analysis of Impediments to Fair Housing*, which outlines demographics, jurisdictional analysis of impediments, conclusions and recommendations for fair housing activities. The *Analysis of Impediments to Fair Housing (AI)* is a planning document built on public participation and intergovernmental consultation.

The county of Alameda and the cities of Alameda, Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Newark, Oakland, Piedmont, Pleasanton, San Leandro and Union City along with the housing authorities for the cities of Alameda, Berkeley, Livermore and Oakland and Alameda County formed a working group to develop a regional (i.e., county-wide) AI.

The approach taken in the development of a Regional AI is to gather data and community feedback, identify specific impediments or barriers to fair housing within Alameda County, and then to devise viable solutions or actions to take against identified impediments.

As part of the Consolidated Plan process an AI must be updated every five years. Alameda County's last AI was updated in January 2015.

DISCUSSION and ANALYSIS

The Regional AI was prepared by Michael Baker International, a consultant retained by Alameda County, with input from jurisdictional staff, community stakeholders and the public. Fourteen community stakeholders were interviewed to provide in-depth commentary on their areas of expertise. Three stakeholder meetings, three community meetings and a 7-page survey were used to gather input. A draft of the Executive Summary is attached (see Attachment B). The entire AI can be viewed on the Alameda County Housing and Community Development Department's website at <http://acgov.org/cda/hcd> under the "What's New" section.

The Regional AI contains nine regional policy goals to address identified impediments to fair housing. Under each are listed the type of actions that will implement the policy goals. The participating jurisdictions and housing authorities then commit to taking specific actions. Attached is a list of HACA's specific actions.

The AI was distributed for public review and comments via public notice in local newspapers and postings on jurisdictional and housing authority web-sites from October 25, 2019 through January 7, 2020. A public hearing will be held at this meeting on January 8, 2020. Pending any comments received during the public comment period the AI will be ready for adoption. Upon adoption by all participating jurisdictions, it will be sent to HUD for approval.

Additionally, HUD requires that housing authorities include comments on the AI made by their Resident Advisory Board (RAB). Staff met with the RAB on December 19, 2019. One RAB member thanked HACA for continuing to support its clients through the adoption of actions under the AI's regional policy goals. No elements of the AI were challenged.

RECOMMENDATION

Staff recommends your Commission approve the AI and authorize the Executive Director to submit it to HUD along with any additional information HUD may require.

Housing Authority of the County of Alameda (HACA) Goals

- **Regional Policy 1:** Promote fair housing enforcement and outreach.
 - Provide fair housing marketing materials to program participants through the distribution of flyers, pamphlets, website postings, and other marketing activities.
- **Regional Policy 2:** Maintain, improve, and implement local policy that supports affordable housing and fair housing.
 - Incorporate these regional goals into HACA's Annual Plan and 5-Year Plan.
 - 1) Work with the other housing authorities in the Oakland-Fremont HUD FMR area to evaluate the need to conduct a fair market rent study when new annual FMRs are issued.
 - 2) HACA will work with the other housing authorities in the Oakland-Fremont HUD FMR area to commission a study if such a study is needed based on its evaluation.
 - 3) HACA will continue to work with HUD and the other local housing authorities to evaluate and refine the FMR methodology.
- **Regional Policy 3:** Promote and implement new fair housing laws that protect recipients of rental subsidies from discrimination by landlords.
 - Implement SB 329 by raising awareness to landlords and program participants through landlord workshops, HACA's website, and self-service portals.
- **Regional Policy 4:** Preserve and rehabilitate existing affordable housing stock.
 - Commit approximately \$2 million for the complete rehabilitation of 50 of its senior housing units.
- **Regional Policy 5:** Increase the number of affordable housing units.
 - Continue to support Project-Based Voucher (PBV) developments and, when available, issue up to 75 new PBVs targeted to seniors, persons with disabilities, the homeless, veterans, and families, including large families.
- **Regional Policy 6:** Increase homeownership among low- and moderate-income households.
 - Continue to provide 50 Family Self-Sufficiency (FSS) program participants with two financial literacy and homebuyer education classes.

- **Regional Policy 7:** Maintain and expand supportive services for lower-income households.
 - Continue to provide 50 Family-Self Sufficiency (FSS) program participants with job training referrals and career networking.
 - Provide financial support to persons experiencing homelessness through the following programs: Section 8 Project Based Vouchers (PBV) where units are designated for homeless persons, Mainstream Vouchers either made available directly to persons experiencing homeless or to serve “move-up” participants in Permanent Supportive Housing, Veterans Affairs Supportive Housing (VASH) vouchers, and Foster Youth Initiative (FYI) vouchers, as funding is available.
- **Regional Policy 8:** Maintain and expand awareness of affordable housing opportunities and services through marketing efforts.
 - Continue to advertise available rental units through HACA’s website and GoSection8 for Section 8 program participants.
 - Continue to provide program materials in multiple languages upon request. HACA has Spanish, Chinese, Vietnamese, Farsi and Tagalog speakers on staff and contracts with Language Line for other languages and for backup services.
- **Regional Goal 9:** Continue to find ways to finance affordable housing, community development, and economic development activities.
 - Evaluate any new funding HUD makes available to housing authorities and continue to pursue funding for the Mainstream Voucher, Non-Elderly Disabled (NED), Project Based Voucher (PBV), Veterans Affairs Supportive Housing (VASH), and Foster Youth Initiative (FYI) programs as HUD makes them available.

HOUSING AUTHORITY OF ALAMEDA COUNTY**AGENDA STATEMENT**

Meeting: January 8, 2020

Subject: Procurement Award Information

Exhibits Attached: None

Recommendation: Receive Information

Financial Statement: \$114,432

BACKGROUND

The information below is provided in accordance with the Housing Authority's Procurement Policy, which requires that procurement actions valued between \$25,000 and \$250,000 be brought to your Housing Commission as information.

DISCUSSION AND ANALYSIS

During the recent rains, one unit at HACA's six-unit Ocean Avenue project in Emeryville experienced water intrusion caused by a leak in the roof. The leaking roof area was immediately repaired and an inspection of the roofs of all six units was conducted by a roofing company that determined a complete roof replacement was required. In keeping with HACA's on-going property maintenance, HACA's Facilities Manager had projected the need for roof inspections during the spring of 2020.

As a member of OMNIA Partners Public Sector, formerly U.S. Communities Government Purchasing Alliance, HACA was able to leverage an existing contract with Garland / DBS Inc. This eliminated the need for a formal bid process while meeting the procurement policy requirements.

The project cost is \$108,982 and adding a 5% contingency of \$5,450 brings the total cost to \$114,432. Funds are available in the Ocean Avenue project reserves, which total approximately \$205,000.

| No. | Company | Description | Amount |
|-----|--------------------------------------|---|-----------|
| 1. | Garland / DBS, Inc. Cleveland, OH | Re-roofing of 6 Residential Units 1265 and 1269 Ocean Avenue, Emeryville, CA | \$114,432 |

BUDGET STATUS **REPORT**

Housing Authority of Alameda County
HOUSING CHOICE VOUCHER
Administrative Budget Status Report FYE June 30, 2020
November 2019

| FY 2020 - HCV OPERATING BUDGET | Budgeted @ 11/30/2019 | Actual @ 11/30/2019 | OVER (UNDER) | PROJECTED 6/30/2020 | SCH. NO. | 2019 BUDGET | 2020 BUDGET | DIFFERENCE | % chg |
|---|----------------------------------|--------------------------------|-------------------------|--------------------------------|---------------------|------------------------|------------------------|-------------------|------------------|
| INCOME | | | | | | | | | |
| Investment Income | 17 | 8 | (9) | 20 | A1 | 500 | 42 | (459) | -92% |
| Misc. Income | 136,466 | 122,759 | (13,707) | 294,622 | A1 | 327,518 | 327,518 | 0 | 0% |
| Grant Income | 0 | 0 | 0 | 0 | | | | 0 | |
| Administrative Fee Income | 3,086,120 | 2,994,109 | (92,011) | 7,187,465 | A | 6,946,058 | 7,406,688 | 460,630 | 7% |
| TOTAL INCOME | 3,222,603 | 3,116,877 | (105,726) | 7,482,108 | | 7,274,076 | 7,734,248 | 460,172 | 6% |
| EXPENSES | | | | | | | | | |
| Administration | | | | | | | | | |
| Salaries | (1,664,638) | (1,602,882) | 61,757 | (3,995,132) | B-1& 2 | (3,969,090) | (3,995,132) | (26,042) | 1% |
| Other Admin. | (743,414) | (698,400) | 45,014 | (1,880,812) | C-1&2 | (1,695,551) | (1,784,194) | (88,643) | 5% |
| Total | (2,408,053) | (2,301,282) | 106,771 | (5,875,945) | | (5,664,641) | (5,779,327) | (114,685) | 2% |
| General | | | | | | | | | |
| Insurance | (76,821) | (43,988) | 32,832 | (105,572) | E | (224,511) | (184,369) | 40,142 | -18% |
| Employee Benefits | (965,490) | (905,225) | 60,265 | (2,317,177) | | (2,262,381) | (2,317,177) | (54,795) | 2% |
| Miscellaneous | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | |
| Total | (1,042,311) | (949,214) | 93,097 | (2,422,748) | | (2,486,893) | (2,501,546) | (14,653) | 1% |
| Total Routine Expenses | (3,450,364) | (3,250,495) | 199,868 | (8,298,693) | | (8,151,534) | (8,280,873) | (129,339) | 2% |
| Capital Expenditures | 0 | 0 | 0 | 0 | D2 | 0 | 0 | 0 | 0% |
| TOTAL EXPENSES | (3,450,364) | (3,250,495) | 199,868 | (8,298,693) | | (8,151,534) | (8,280,873) | (129,339) | 2% |
| Income (Deficit) | | | | | | (877,458) | (546,625) | | |
| NET INCOME (DEFICIT) | (227,761) | (133,618) | 94,142 | (816,585) | | (877,458) | (546,625) | 330,833 | -38% |

Unrestricted Net Position @ 6/30/18
 Projected Income (Deficit) @ 6/30/19
 Budgeted Income (Deficit) FYE 6/30/20
 Projected Unrestricted Net Position @ 6/30/20

856,404
 (647,168)
 (546,625)
(337,389)

PROGRAM ACTIVITY **REPORT**

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: January 8, 2020

Subject: Programs Activity Report

Exhibits Attached: Section 8 Contract and Housing Assistance Payments (HAP) Report; Section 8 Average Contract Rent Report; Landlord Rental Listing Report; FSS Program Monthly Report

Recommendation: Receive Report

SECTION 8 HOUSING CHOICE VOUCHERS (HCV)

- **Lease-Up:** As of January 1, 2020, the Section 8 HCV program had 6,050 units under contract. This number includes HACA vouchers and portability clients for which we are being billed by the receiving housing authority, but excludes portability clients for which we are billing the initial housing authority.
- **HCV Program Utilization:** As of January 1, 2020, the average HAP subsidy was \$1,664 and the average tenant-paid rent portion was \$576 for an average Contract Rent of \$2,241. These amounts include HACA vouchers, but do not include incoming and outgoing portability clients.
 - ❖ As of January 1, 2020, HACA had 154 outgoing billed portability contracts (i.e., HACA voucher holders who are housed in another housing authority's jurisdiction).
 - ❖ As of January 1, 2020, HACA billed other housing authorities for 462 incoming portability contracts.
 - ❖ As of January 1, 2020, 225 of PACH's 230 project-based voucher (PBV) units are leased. Two units at Nidus Court are being held vacant to be used as temporary living units for tenants while we remodel their units at the property (a total of 28 units will be remodeled). These are HACA's former public housing units converted under HUD's Section 18 or Rental Assistance Demonstration programs and transferred to PACH, HACA's instrumentality.

- **Section 8 Contract Reports:** Copies of the Contract Reports are attached. The Section 8 Contract and HAP Report includes HACA certificates, HACA vouchers and portability clients for which we are billing the initial housing authority. The Section 8 Average Contract Rent Report includes HACA vouchers and portability clients for which we are billing the initial housing authority.
- **Landlord Rental Listings:** As of January 2, 2020, there were 58 active properties listed.
- **HCV Housing Quality Standards (HQS) Abatements:** During the fourth quarter of 2019, HACA scheduled 885 annual inspections. Of those, 613 (69%) passed inspection the day they were inspected, 152 (17%) failed inspection, and 120 (14%) were “no shows” that had to be rescheduled. Additionally, HACA abated one HAP contract in Q4 2019 for non-compliance with HQS.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA
Section 8 Contract and HAP Report for the Month of December 2019

| | Certificates | | Vouchers | | DECEMBER 2019 TOTAL | | | |
|------------------|--------------|-----------------|--------------|-------------------|------------------------|-------------------|------------------|------------------|
| City | Number | HAP* | Number | HAP** | Number | HAP | DECEMBER 2018 | DECEMBER 2017 |
| | | based on avg | | based on avg | | | | |
| | | \$1,882 | | \$1,687 | | | | |
| Albany | 0 | \$0 | 12 | \$20,244 | 12 | \$20,244 | 16 | 22 |
| Castro Valley | 4 | \$7,528 | 212 | \$357,644 | 216 | \$365,172 | 222 | 210 |
| Dublin | 3 | \$5,646 | 394 | \$664,678 | 397 | \$670,324 | 401 | 394 |
| Emeryville | 6 | \$11,292 | 141 | \$237,867 | 147 | \$249,159 | 149 | 154 |
| Fremont | 19 | \$35,758 | 1,075 | \$1,813,525 | 1,094 | \$1,849,283 | 1,055 | 1,048 |
| Hayward | 47 | \$88,454 | 1,879 | \$3,169,873 | 1,926 | \$3,258,327 | 1,954 | 1,966 |
| Newark | 6 | \$11,292 | 224 | \$377,888 | 230 | \$389,180 | 214 | 211 |
| Pleasanton | 4 | \$7,528 | 216 | \$364,392 | 220 | \$371,920 | 214 | 192 |
| San Leandro | 13 | \$24,466 | 1,326 | \$2,236,962 | 1,339 | \$2,261,428 | 1,333 | 1,349 |
| San Lorenzo | 3 | \$5,646 | 183 | \$308,721 | 186 | \$314,367 | 194 | 202 |
| Union City | 5 | \$9,410 | 691 | \$1,165,717 | 696 | \$1,175,127 | 711 | 733 |
| TOTALS | 110 | 207,020 | 6,353 | 10,717,511 | 6,463 | 10,924,531 | 6,463 | 6,481 |

* Based on an average December Housing Assistance Payment (HAP) of \$1,882 per certificate contract

**Based on an average December Housing Assistance Payment (HAP) of \$1,687 per voucher contract

This report includes HACA certificates, HACA vouchers and portability clients for which we are billing the initial housing authority.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA
Section 8 Average Contract Rent Report for the Month of December 2019

| City | Number of HAP Contracts (HCV Only) | Average Contract Rent | Average HAP Paid by HACA | Average Rent Paid by Family | Average Family-Paid Rent as a Percentage of Average Contract Rent |
|---------------|---|------------------------------|---------------------------------|------------------------------------|--|
| Albany | 12 | \$1,696 | \$1,312 | \$384 | 23% |
| Castro Valley | 212 | \$2,277 | \$1,757 | \$520 | 23% |
| Dublin | 394 | \$2,184 | \$1,688 | \$496 | 23% |
| Emeryville | 141 | \$1,797 | \$1,258 | \$539 | 30% |
| Fremont | 1,075 | \$2,411 | \$1,835 | \$576 | 24% |
| Hayward | 1,879 | \$2,163 | \$1,609 | \$554 | 26% |
| Newark | 224 | \$2,575 | \$1,878 | \$697 | 27% |
| Pleasanton | 216 | \$1,964 | \$1,539 | \$425 | 22% |
| San Leandro | 1,326 | \$2,176 | \$1,630 | \$546 | 25% |
| San Lorenzo | 183 | \$2,455 | \$1,762 | \$693 | 28% |
| Union City | 691 | \$2,429 | \$1,815 | \$614 | 25% |

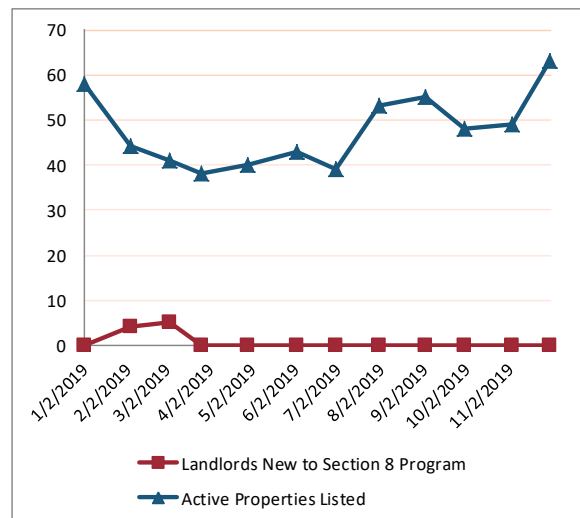
*Some rents may vary by \$1 due to rounding

This report includes HACA vouchers and portability clients for which we are billing the initial housing authority.

Landlord Rental Listing Report

Monthly

| | 12/3/2018 | 1/2/2019 | 2/4/2019 | 3/4/2019 | 3/27/2019 | 4/29/2019 | 6/3/2019 | 7/1/2019 | 8/1/2019 | 9/3/2019 | 10/1/2019 | 11/4/2019 | 12/1/2019 | 1/2/2019 |
|------------------------------------|-----------|----------|----------|----------|-----------|-----------|----------|----------|----------|----------|-----------|-----------|-----------|----------|
| Landlords New to Section 8 Program | 3 | 3 | 4 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Active Properties Listed | 62 | 60 | 44 | 41 | 38 | 40 | 43 | 39 | 53 | 55 | 48 | 49 | 63 | 58 |



Landlords New to Section 8 Program data is currently unavailable. We hope to be able to report on this again in the future.



To: Christine Gouig, Executive Director
From: Daniel Taylor, Special Programs Manager
Re: **FSS Program Summary**
CC: Linda Evans, Phyllis Harrison, Mary Sturges, Vannessa Kamerschen
Date: December 26, 2019

| Program Summary | December 2019 |
|-------------------------------|----------------------|
| Total Clients Under Contract: | 207 |
| MDRC: | 100 |
| Graduates: | 0 |
| Escrow Disbursed: | \$0 |
| Ports In: | 0 |
| Ports Out: | 0 |
| Terminations: | 0 |
| New Contracts: | 5 |

FSS PROGRAM NEWS:

FSS Bay Area Coordinators' Meeting

On Tuesday, December 10, 2019, our FSS team hosted the quarterly Bay Area FSS Coordinators' meeting. The coordinators in attendance were from various Bay Area housing authorities. Each housing authority shared information about its respective FSS program and discussed regulatory changes.

2019 Giving Connection Program

During the holiday season the FSS staff operationalizes the *Giving Connection*, with a goal of providing children's gifts and a food gift card to every one of the families in the FSS program. This year, friends and supporters of the *Giving Connection* included: FSS participant families who are in a position this year to donate, HACA's Housing Commissioners, HACA staff, the Hayward Fire Department's 'Toys for Tots' program, and other individual and business sponsors. One hundred and one (101) FSS families received toys and grocery gift cards. The families were extremely grateful and many expressed their gratitude by writing words of appreciation on thank you cards to the friends and supporters of the *Giving Connection* program.

Case Management Referrals = 15
Job Referrals = 90

ATTACHMENT A

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA
AND
UNITED SERVICE EMPLOYEES, LOCAL 1021**

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THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by the Housing Authority of the County of Alameda, said political subdivision hereafter designated as Housing Authority, and the United Service Employees, Local 1021 of the Service Employees International Union, AFL-CIO hereafter designated as "Union" as a recommendation to the Housing Authority of the County of Alameda Housing Commission of those conditions of employment which are to be in effect during the period of June 1~~54~~, 201~~89~~ to and including June ~~439~~, 20~~1922~~ and for those employees working in representation units referred to in Section 1 hereof.

SECTION 1. RECOGNITION

- A. The Housing Authority recognizes the Union as the exclusive bargaining representative for all full-time employees working in classifications included in the Bargaining Unit as specifically enumerated in the Salary Schedule attached hereto and to any other classifications which may be established substantially within the scope of the duties now included within these classifications. The representation of the Housing Authority and Unions shall meet for the purpose of assigning any other newly-created classifications to the appropriate bargaining units within thirty days after creation. Such placement shall be by mutual consent. In case of disagreement, an arbitrator shall decide the matter.
- B. In disputes between the Housing Authority and the Union over the assignment of newly created classifications to appropriate bargaining units, the arbitrator shall decide the matter on the following basis:
 1. The arbitrator shall reject any claim by the Union to any newly created classification whose duties are substantially within scope of:
 - (a) management designated classifications; e.g. project specialists, management specialists, administrative interns or other administrative classifications, or
 - (b) classifications represented by other employee organizations.
 2. The arbitrator shall reject any claim of the Union to any newly created classification which is other than full-time permanent or probationary unless the employees in such status have previously voted to be represented by the Union.
 3. The arbitrator shall determine any dispute over whether or not the scope of duties of a newly created classification is substantially within the scope of duties now included within an SEIU represented classification or if a newly created classification is without clear recent precedent in the Housing Authority service, whether or not the duties of such classification are, in general character, similar to those within SEIU represented units provided, however, that the arbitrator shall have no power to assign a

I. BI-WEEKLY OFFICE CLOSURE.

1. Daily work schedule as follows:

1. 75-hour/pay period employees shall work 8:00 a.m. to 5:05 p.m. with a forty-five (45) minute lunch for nine (9) days = seventy-five (75) hours. The official work week for overtime purposes for 75-hour employees would begin at 12:00 a.m. on Friday until the subsequent Friday at 12:00 a.m.

+

2. 80-hour/pay period employee shall work 8:00 a.m. to 5:30 p.m. with forty-five (45) minute lunch for four (4) days = 35 hours, and 8:00 a.m. to 5:30 p.m. with ½ hour lunch for five (5) days = forty-five (45) hours. The official work week for overtime purposes for 80-hour employees would begin at 12:00 a.m. on Friday until the subsequent Friday at 12:00 a.m.

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

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

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

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

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6. Alternative Work Schedule. Managers are given discretion, in hardship situations, to allow some 75-hour employees a ½ hour lunch schedule, allowing them to leave at 4:50 p.m. or to allow them to start at 8:15 a.m. For the purpose of this section, hardship shall be defined as, but not limited to child care requirements and length of commute. Requests for hardship schedules may be granted on a "first come, first serve basis," with ties broken by seniority, as referenced in Memorandum of Understanding Section 10. Vacation I.1. Requests for hardship schedules shall not be unreasonably denied and will be reviewed each January.

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SECTION 7. OVERTIME

A. **REGULAR WORK SCHEDULE REQUIRED.** Each ~~unit-supervisor~~ manager shall prepare a schedule designating the hours each employee in his/her department ~~or-office~~ shall work on a weekly basis. Work for the Housing Authority by an employee at times beyond the work week ~~so~~ scheduled shall be approved in advance by the Executive Director, ~~or, in cases~~

~~of unanticipated emergency, shall be approved by the Executive Director and entered into department records.~~

- B. **HOW OVERTIME IS AUTHORIZED.** No employee shall work overtime unless written authorization for overtime pay has been given by the Executive Director or his/her authorized representative in accordance with Section 7.A. ~~herein.~~

- C. **OVERTIME WORK DEFINED.** Overtime work shall be defined as all work performed in a work week pursuant to subparagraphs A. and B. of this Section in excess of the work week set forth in Section 6.B.2. of this Memorandum of Understanding. Holidays and paid time off shall count toward the accumulation of the work week.

- D. **OVERTIME PAYMENT.** ~~Except as provided in the Flextime Guidelines, a~~All overtime work shall be compensated as follows:

Employees in the Salary Schedule ~~attached to this Memorandum of Understanding~~ shall be compensated for all time worked in excess of thirty-seven point thirty-two (37.32) or thirty-seven point sixty-eight (37.68) hours in a week and less than forty (40) hours in a week at straight time plus compensatory time off at the rate of one-half ($\frac{1}{2}$) times the number of hours or fractions of hours worked and shall be compensated at one and one-half ($1\frac{1}{2}$) times the regular rate for work after forty (40) hours in a week, provided that employees shown to be on a forty (40)-hour work week and shall be compensated at one and one-half ($1\frac{1}{2}$) times the regular rate for work after forty (40) hours in a week.

- E. **REGULAR RATE DEFINED.** For purposes of this Section, regular rate shall be defined as the total compensation during the work week as defined by the Department of Labor's regulations relating to the Fair Labor Standards Act divided by the total number of hours worked that week. This amount shall be no less than the hourly rate calculated by dividing the employee's bi-weekly salary as defined in ~~the Salary Schedule~~ by the number of hours in the employee's regular bi-weekly schedule as defined in ~~the Salary Schedule~~.

- F. **WHEN OVERTIME SHALL BE PAID.** Compensation for overtime work shall be paid not later than the completion of the pay period next succeeding the pay period in which such overtime was earned.

- G. **WHEN COMPENSATING TIME OFF MAY BE TAKEN OR PAID.** ~~FOR.~~ Accumulated compensating time off should be taken ~~off~~ within twenty-six (26) pay periods following the pay period in which it was earned. Scheduling of compensating time off shall be by mutual agreement ~~of between~~ the employee and ~~their unit-supervisor manager,~~ ~~provided that the~~ The unit-supervisor manager may require that an employee adjust his/her work week in order to avoid overtime penalties, ~~and, provided further, that~~ ~~t~~The Unit Supervisor employee's manager shall schedule compensating time off for all accumulated compensating time off in excess of eighty (80) hours.

Compensating time off due an employee must be granted to such employee prior to his/her separation from employment, but not in an amount exceeding an aggregate of eighty (80) hours.

The Housing Authority may require acceptable proof of the employee's ability to return to work provided that the Housing Authority shall notify the employee in writing of such requirement in advance. If the submitted proof is deemed unacceptable, the Housing Authority shall immediately notify the employee in writing of existing deficiencies in the submitted proof. Employees granted leave under this Paragraph shall be returned to the same classification; the Housing Authority shall make its best effort to return such employee to the same geographical location, and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Housing Authority has used its best efforts herein shall not be subject to the grievance procedure.

- K. **MATERNITY LEAVE.** A pregnant employee shall furnish her unit supervisor a statement which indicates the estimated date of delivery. A pregnant employee is entitled to a maternity leave of up to four (4) months, the dates of which are to be mutually agreed upon by the employee and the Housing Authority. Such an employee may elect to take accrued vacation or compensating time off or sick leave during the period of maternity leave. In the event an employee requests to return from maternity leave prior to the previously agreed upon return date, the Housing Authority may require acceptable proof of the employee's ability to return to work, provided that the Housing Authority shall notify the employee in writing of such requirement. The employee shall be entitled to sick leave with pay accumulated pursuant to Section 11.E. of this Memorandum of Understanding, and with the approval of the Executive Director, shall be entitled to sick leave with pay for which she is otherwise eligible pursuant to Section 11.F. of this Memorandum. Reinstatement subsequent to maternity leave of absence shall be the same classification from which leave was taken, and the Housing Authority shall make its best effort to return such employee to the same specialization within a classification, if one exists. Questions as to whether or not the Housing Authority has used its best effort herein shall not be subject to the grievance procedure.

- L. **DEATH IN IMMEDIATE FAMILY/BEREAVEMENT LEAVE.** Leave of absence with pay because of death in the immediate family of an employee ~~in the Housing Authority service~~ may be granted by the Executive Director for a period not to exceed three (3) days. An additional three (3) days leave may be granted by the Executive Director and charged to the employee's accrued sick leave balance.

Entitlement to bereavement leave ~~of absence~~ under this Section, ~~insofar as~~ the first three (3) days ~~are concerned~~, shall be in addition to any ~~other~~ entitlement for sick leave, ~~emergency leave~~, or any other applicable leave. ~~For purposes of this Section "immediate family" means Employees may take bereavement leave for the following family members: mother, stepmother, father, stepfather, parent, step-parent, husband, wife, spouse, domestic partner (as defined in Addendum A), son, child, stepson, step-child, the child of a domestic partner, daughter, stepdaughter, brother, sister, sibling, foster-parent, foster-child, grandchild, grandparent, or any other person sharing the relationship of in loco parentis; and w~~When living in the household of the employee, family members are extended to: a brother-in-law, sister-in-law, mother-in-law, or father-in-law.

In the case of the death of the employee's mother-in-law or father-in-law, where the decedent was not living in the employee's household, the employee shall be entitled to two (2) days of paid leave of absence.

- M. **LEAVE FOR PARTICIPATION IN EXAMINATION PROCESS.** Upon forty-eight (48) hours advance notice by the employee to his/her supervisor, an employee shall be granted paid leave while participating in an Alameda County Housing Authority employment examination which is scheduled during the employee's working hours. Sufficient paid leave shall be granted to permit the employee to travel between the work place and the testing site.
- N. **LEAVE FOR PARTICIPATING IN SELECTION PROCESS.** Upon twenty-four (24) hours advance notice by the employee to his/her supervisor, an employee who has received a certification for an Alameda County Housing Authority employment interview shall be granted paid leave while participating in the interview scheduled during the employee's working hours. Sufficient paid leave shall be granted to permit the employee to travel between the work place and the site of the interview. Interviews for jurisdictions other than the Alameda County Housing Authority are exempted from this position.
- O. **LEAVE FOR EMPLOYMENT WITH THE UNION.** Upon written notification from the Union and the agreement of the Housing Authority, one employee shall be granted a leave of absence without pay for a period of up to three (3) months in a (12) twelve month period to work for SEIU Local 1021.

The Housing Authority shall make its best effort to return employees granted leave under this paragraph to their same position upon completion of this leave. Questions as to whether or not the Housing Authority has used its best efforts herein shall not be subject to the grievance procedure.

SECTION 9. HOLIDAYS

A. ~~A.~~ HOLIDAYS DEFINED.

1. Paid holidays shall be:

January 1 - New Year's Day
 Third Monday in January - Dr. Martin Luther King's Birthday
 February 12 - Lincoln's Birthday
 Third Monday in February - ~~Washington's Birthday~~ Presidents' Day
 March 31 - Cesar Chavez's Birthday
 Last Monday in May - Memorial Day
 July 4 - Independence Day
 First Monday in September - Labor Day
~~September 9 - Admission Day~~
 Second Monday in October - Columbus Day
 November 11 - Veterans' Day
 Fourth Thursday in November - Thanksgiving Day/Day after Thanksgiving Day
 December 25 - Christmas Day

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2. All other days appointed by the President of the United States or the Governor of the State of California for a public fast, national day of mourning, thanksgiving, or holiday, and approved by a majority of the members of the Housing Commission, announced by the Executive Director. An Executive or Gubernatorial order designates a "holiday" applicable to this section only when it specifies that it applies to other government agencies specifically local government agencies such as HACA.

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In the event such a day is appointed by the President or the Governor, the Executive Director his/her designee shall make his/her best effort to contact the members of the Housing Commission in a timely fashion and to seek their determination of the applicability of the holiday. If time permits, the question of the applicability of the holiday shall be scheduled for consideration by the Commission at its next regular meeting.

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

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4. Floating Holidays

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Floating Holidays are valued at 8.33 hours of paid leave per holiday for all employees working seventy-five (75) hours per pay period, except that those employees who work in classifications requiring an eighty (80) hours per pay period schedule as indicated in the salary schedules within this MOU shall have their Floating Holidays valued at 8.9 hours of paid leave per holiday.

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

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

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

- B. **HOLIDAYS TO BE OBSERVED ON WORK DAYS.** In the event that January 1, February 12 (known as Lincoln's Birthday), March 31 (known as Cesar Chavez's Birthday), July 4, September 9 (known as Admission Day), November 11 (known as Veterans' Day), or December 25 shall fall on a Saturday, said holiday shall be observed on the preceding Friday.

In the event that any of said holidays enumerated in this subparagraph B. shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed a day of national mourning or celebration in accordance with Section 9.A., above, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

4. 7.22 hours for 75-hour/pay period employees, and 7.69 for 80-hour/pay period employees, for each full time bi-weekly pay period on paid status after completion of four-hundred and sixty-eight (468) full time bi-weekly pay periods (eighteen (18) years) of continuous employment.

~~5. 5.~~ Effective June 11, 2000, employees attaining a vacation balance of two (2) times their annual accrual, shall cease accruing vacation until their balances drop below said limit.

~~6. Employees at the maximum accrual balance of two times their annual vacation accrual shall receive Floating Holidays in lieu of vacation time for the Reward of Non-Usage of Sick Leave contained in the Housing Authority's Personnel Rules, Articles 19.14 and 19.15.~~

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- B. **CASH PAYMENT IN LIEU OF VACATION LEAVE.** An employee who leaves the Housing Authority service for any reason shall be paid at the rate shown in subparagraphs A. and B. of this Section for unused vacation accrued to the date of his/her separation, provided that no employee may receive vacation payoffs exceeding what he/she earned during the last two years before leaving Housing Authority service.

Employees shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which do not exceed the amount for which they can receive cash payment hereunder upon termination. Unit supervisors shall make reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such requests is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination.

- C. **DATE WHEN VACATION CREDIT STARTS.** Vacation credit shall begin on the first day of employment.
- D. **WHEN FIRST VACATION IS DUE.** The first vacation leave for any employee shall be due only after the completion of at least one-hundred and thirty (130) working days or thirteen (13) pay periods of employment, except as provided in subparagraph J. hereof.
- E. **MAXIMUM VACATION LEAVE.** An employee shall be allowed to take one and one-half (1½) times his/her annual vacation accrual during any calendar year, provided that he/she has accumulated sufficient unused vacation leave. An employee, with the permission of the Executive Director, may take vacation in excess of one and one-half (1½) times his/her annual vacation accrual during any calendar year, if he/she has accumulated sufficient unused vacation leave.
- F. **DEFINITION.** For the purpose of this Section, "working day" shall mean any day upon which an employee would normally be required to work.
- G. **EFFECT OF LEAVE WITHOUT PAY ON VACATION CREDIT.** No vacation credit shall be earned during the period when an employee is absent on leave without pay.

2. In the event that vacation scheduling pursuant to Paragraph 1. hereof is impractical due to the size of the department vacation-scheduling unit involved or other reasons, the following procedures shall apply:

In a month established by the Executive Director, any employee may submit up to three (3) choices of preferred vacation period for the subsequent twelve (12) months. The department shall approve such choices on the basis of employee seniority as set forth in Paragraph 1. hereof. The department shall post a list of approved and scheduled vacations no later than six (6) weeks following the end of the designated month in which the vacation requests were due. Any employee who fails to submit a choice or choices or any new employee who misses the sign-up period for the department shall schedule vacations by mutual agreement pursuant to Paragraph 1. hereof. The department shall post a list of approved and scheduled vacations no later than six (6) weeks following the end of the designated month in which the vacation requests were due. Any employee who fails to submit a choice or choices or any new employee who misses the sign-up period for the department shall schedule vacations by mutual agreement pursuant to Paragraph 1. hereof, provided that such vacation scheduling by mutual agreement shall not supersede any vacation scheduled by submission.

In the administration of this Paragraph 2., the Executive Director shall post seniority lists, lists of the number of employees by classification allowed to be on vacation at one time or for any period, and blank calendars or other means which shall make it possible for employees to submit their three (3) choices and to determine which employees have applied for which vacation periods.

An employee shall be allowed to divide his/her vacation leave in any calendar year into two (2) segments. The Executive Director, at his/her discretion, may grant an employee additional segments of vacation. These segments are to be in addition to any segments of vacation leave used as personal leave as defined in Section 10.J.

- J. **PERSONAL LEAVE.** An employee shall be allowed three (3) days in any calendar year from his/her regular vacation allowance for personal leave. The employee's supervisor shall not deny a request for this leave except for reasons critical to the operation of the Housing Authority. Employees shall be allowed to use personal leave in increments of less than one (1) hour.
- K. **RATE OF VACATION PAY.** Compensation during vacation shall be at the rate of compensation which such person would have been entitled to receive, including premium pay, if in active service during such vacation period.
- L. **VACATION SELL BACK.** Employees are eligible to sell back vacation subject to the following conditions:
1. Employees can sell-back ~~a up to a~~ maximum of ~~seventy-five (75) or eighty (80)~~ vacation hours depending upon classification, ~~per vacation sell-back transaction as indicated in the Salary Schedule, each time the employee exercises the cash-out~~

~~option for a maximum of two hundred and twenty-five (225) hours or two hundred and forty (240) hours per fiscal year.~~

2. Employees can exercise this option a maximum of three (3) times per fiscal year for a maximum of two hundred and twenty-five (225) or two hundred and forty (240) hours.
3. Employees must have thirty-seven point five (37.5) or forty (40) vacation hours ~~accrued~~ depending upon classification, ~~as indicated in the Salary Schedule~~ remaining after the sell-back.
4. ~~Employees at the maximum accrual balance of two times their annual vacation accrual shall receive floating holidays in lieu of vacation time for the Reward of Non-Usage of Sick Leave contained in the Housing Authority Personnel Rules Articles 19.14 and 19.15.~~

M. **VACATION PURCHASE PLAN.** During the ~~established enrollment period~~ first full pay period in the month of September, employees may elect, ~~by submitting a written request, to the Executive Director or his/her designee,~~ to purchase forty (40) hours of vacation leave. The Housing Authority shall then pay the employee, two hours less pay on each paycheck for twenty (20) pay periods, after which the employee shall be credited with the forty (40) hours of vacation leave. The vacation, once credited, may be taken with the employee's regular vacation entitlement.

1. Employees may not elect to purchase vacation if their vacation balance at the time of election exceeds fifty (50) hours. Vacation balance includes both vacation purchase hours and accrued vacation.
2. Once employees elect to purchase vacation ~~as indicated herein,~~ they may not rescind their election.
3. Should employees receive a pay increase/decrease during the vacation purchase period, the effect will be that employees will receive credit for the actual value of the time purchased at the end of the twenty (20) pay periods, which could be more or less than forty (40) hours.
4. Employees will not have use of the purchased vacation until the end of the twenty (20)-pay period vacation purchase period.
5. Employees who leave ~~Housing #A~~ Authority service during the vacation purchase period shall receive the cash equivalent of the vacation they have purchased at the time they leave employment.
6. When taking vacation leave, employees must first exhaust their purchased vacation balances before taking accrued vacation leave.

SECTION 11. SICK LEAVE

- A. **SICK LEAVE DEFINED.** As used in this Section, "Sick Leave" means leave of absence of an employee because of any of the following: 1) illness or injury which renders him/her incapable of performing his/her work ~~or duties for the Housing Authority;~~ 2) ~~his/her exposure to contagious disease;~~ and 3) routine medical or dental appointments of the employee.
- B. **EMPLOYEE DEFINED.** As used in this Section, "Employee" means any person holding a ~~full-time~~ regular, ~~or~~ provisional, ~~or temporary~~ appointment in the Housing Authority service, ~~and working full time and otherwise subject to the provisions of the Memorandum of Understanding.~~
- C. **SELF-INFLICTED INJURY EXCLUDED.** In no case shall an absence due to a purposefully self-inflicted incapacity or injury be deemed a basis for granting ~~either~~ sick leave or ~~sick leave with pay~~ under the provisions of this Section.
- D. **INDUSTRIAL SICK LEAVE SUPPLEMENT.** If an employee is incapacitated by sickness or injury ~~received in the course as a result of his/her employment by the Housing Authority;~~ such employee shall be entitled entitlement to pay industrial sick leave benefits as provided ~~herein. In this Section shall apply.~~
1. **AMOUNT AND DURATION OF PAYMENT.** Such employee shall be entitled to receive supplemental industrial sick leave with pay for scheduled work days, commencing with the fourth (4th) calendar day of such incapacity, equal to the difference between eighty percent (80%) of his/her normal salary and the amount of any Workers' Compensation temporary disability payments to which such employee is entitled during such incapacity, but not for a period exceeding nine (9) months from the date of sickness or injury resulting in such incapacity.
- Following nine (9) months, cumulative sick leave may be granted to supplement temporary disability payments to provide the disabled employee a total of eighty percent (80%) of salary (the amount of sick leave necessary for this purpose is computed in each case by ~~the Housing Authority Payroll Department~~).
- In the event that the period of such incapacity ~~shall~~ exceeds fourteen (14) calendar days, the employee ~~so incapacitated~~ may be granted supplemental industrial sick leave with pay at the rate of one-hundred percent (100%) of his/her normal salary for the first three (3) scheduled workdays of ~~such~~ incapacity. If the period of ~~such~~ incapacity ~~shall does~~ not exceed fourteen (14) calendar days, the employee ~~so incapacitated will be is~~ eligible to receive cumulative sick leave pay or any other accrued paid leave for scheduled work days, as provided in subsection E. hereof in this Section, for the first three (3) calendar days of ~~such disability incapacity~~.
2. **WHEN PAYMENTS SHALL BE DENIED.** ~~Notwithstanding the foregoing provisions of this Section, however, such Industrial sick leave payments shall not be made when pursuant to this Subsection D. to an employee:~~

- (a) ~~who an employee~~ does not apply for or who does not receive temporary disability benefits under the workers' compensation laws;
- (b) ~~whose an~~ injury or illness has become permanent;
- (c) ~~whose an~~ injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to return to work in his/her position based upon medical opinion;
- (d) ~~who an employee~~ is retired on permanent disability or pension;
- (e) ~~who an employee~~ unreasonably refuses to accept other Housing Authority employment for which he/she ~~is not substantially disabled can be accommodated~~;
- (f) ~~whose an~~ injury or illness is the result of failure to observe Housing Authority health or safety regulations or the commission of a criminal offense;
- (g) ~~whose an~~ injury or illness has been aggravated or delayed in healing by reason of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee; and
- (h) ~~whose an~~ injury or illness is a recurrence or re-injury of an earlier job-related injury or illness, or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness.

3. **FRINGE BENEFIT ENTITLEMENT DURING INDUSTRIAL INJURY LEAVE.** Employees receiving industrial sick leave with pay shall maintain and accrue all benefits to which they are entitled under this Memorandum of Understanding at one-hundred percent (100%) of their regular schedule pay rate in effect immediately preceding an industrial injury or illness.

- E. **CUMULATIVE SICK LEAVE PLAN.** Each employee shall accumulate sick leave with pay entitlement at the rate of 3.75 or 4.0 hours depending upon classification, ~~as indicated in the attached Salary Schedule~~, for each full bi-weekly pay period on paid status up to a maximum accumulation of nine-hundred thirty-seven point five (937.5) or one-thousand (1,000) hours, depending upon classification, ~~as indicated in the Salary Schedule, of of~~ unused sick leave with pay entitlement. ~~The unit supervisor shall grant to such an employee, for those causes set forth in Paragraph A. hereof, sick leave with pay, but not in excess of his/her accumulated unused sick leave with pay entitlement.~~ When an employee reaches the maximum accumulation of nine-hundred thirty-seven point five (937.5) or one-thousand (1,000) hours, depending upon classification ~~as indicated in the Salary Schedule~~, of sick leave with pay, ~~he/she the employee~~ shall have this total reduced to nine-hundred and seven point five (907.5) hours or nine-hundred sixty-eight (968) hours of sick leave, depending upon classification, ~~as indicated in the Salary Schedule~~, with pay and be granted an additional 16.66 hours or 17.80 hours of vacation, depending upon classification, ~~as indicated in the Salary Schedule~~.
- F. **MEDICAL REPORT DOCUMENTATION.** The Executive Director or designee, as a condition of approving granting sick leave ~~with pay~~, may require medical evidence of sickness or injury acceptable to the Housing Authority.

- G. **KIN CARE.** An employee shall be entitled to up to sixty (60) hours per calendar year of accrued paid sick leave to attend to the illness of ~~his/her~~ their child, grandchild, parent, spouse or ~~(registered)~~ domestic partner (see Addendum A), or sibling. For the purpose of this section, "child" shall include biological, foster, adopted, stepchild, legal ward, child of a ~~(registered)~~ domestic partner or a child of a person standing in loco parentis. For the purpose of this section, parent shall include biological, foster, adoptive, stepparent or legal guardian. To qualify for sick leave under this section, the absence must be consistent with the uses of sick leave in Section 11.A. ~~herein~~.
- H. **CATASTROPHIC SICK LEAVE PROGRAM.** Effective June 23, 1991, an employee may be eligible to receive donations of paid leave to be included in the employee's sick leave balance if ~~he/she, the employee or employee's his/her~~ spouse, ~~his/her~~ child or ~~his/her registered~~ domestic partner has ~~suffered~~ a catastrophic illness or injury, ~~which prevents the employee from being able to work~~. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, or a long-term major physical impairment or disability.

Eligibility:

1. The ~~tenured~~ recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Human Resources Manager Personnel Officer.
2. The recipient employee is not eligible so long as he/she has paid leave(s) available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted. The Housing Authority will make a good faith effort to notify employees who are on extended sick leave when it becomes apparent that their leave balances may soon be exhausted. Failure to notify the employee creates no liability on the part of the Housing Authority for losses the employee may incur.
3. A medical verification including diagnosis and prognosis must be provided by the recipient employee.
4. A recipient employee is eligible to receive six-hundred and seventy-five (675) hours or seven-hundred and twenty (720) hours depending upon classification, ~~as indicated in Appendix A~~, of donated time per employment.
5. Donations shall be made in increments of 4.16 or 4.44 hours, at a minimum (depending on classification) and are irrevocable. The maximum that may be donated in a calendar year is six (6) donor employee's days per recipient.
6. The donor-employee may donate sick leave (up to 16.66 or 17.80 hours depending on classification), so long as two-hundred and fifty (250) hours of sick leave are maintained in ~~an the donor-employee's~~ accrued sick leave balance after the donation, Donations of vacation, compensatory time or in-lieu floating holiday time ~~which~~ shall be converted to the recipient-employee's sick leave balance and all sick leave provisions will apply.

Time donated in any pay period may be used in the pay following periods. No retroactive donations will be permitted.

7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
 8. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's sick leave balance.
 9. The determination of the employee's eligibility for catastrophic sick leave donation shall be at the Housing Authority's sole discretion and shall be final and non-grievable.
 10. The Housing Authority shall notify the union when an employee has been approved for this program. The Union may notify its members of the employee's eligibility.
- I. **SICK LEAVE CREDIT AT RETIREMENT.** Housing Authority employees who are members of the Alameda County Employees' Retirement System and who retire, shall be credited for fifty percent (50%) ~~of their unused paid sick leave accumulated as of the date of their retirement, up to a maximum credit of sixty (60) days.~~
- J. **FAMILY/MEDICAL LEAVE.** Employees might be eligible for leave under the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and/or the Pregnancy Disability Act (PDA). Employees may review Authority policy and/or inquire with Human Resources for details.

SECTION 12. WAGES

~~A. A \$3,650.00 one-time lump sum payment will be made to all bargaining unit members employed and in a paid status as of June 15, 2018, to be paid no later than August 23, 2018.~~

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

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~~C. The Authority agrees to freeze an Administrative Clerk position for the duration of this Memorandum of Understanding.~~

B. **COST-OF-LIVING ADJUSTMENTS.** The Housing Authority will implement a base wage cost-of-living increase for all classifications represented by the bargaining unit as follows:

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1. 3.25% implemented following Housing Commission adoption of the successor Memorandum of Understanding. Retroactivity is an optional term contained in a labor agreement and it may therefore be negotiated by the Parties in their successor Memorandum of Understanding negotiations.

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

2. 3.25% effective July 9, 2020.

3. 3.25% effective July 8, 2021.

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

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

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SECTION 13. PREMIUM CONDITIONS

- A. **FOR CALL-BACK.** An employee called back to work shall be compensated at the premium overtime rate for such work, provided, however, that the minimum compensation shall be two (2) hours at the overtime rate.
- B. **FOR TEMPORARY OUT-OF-CLASS ASSIGNMENTS TO A HIGHER LEVEL VACANCY.** An employee ~~specifically~~ assigned on a temporary basis to a higher level position in which there is no appointed incumbent or in which the appointed incumbent is on paid or unpaid leave shall be compensated at the pay rate for the higher level position if the service in such position exceeds ten (10) days in any twelve (12)-month period, ~~which payment Compensation shall be retroactive to the first day of such service~~ ~~the out-of-class assignment, provided, however, that~~ ~~The full range of duties of the higher level position has been must be specifically~~ assigned in writing by the Executive Director or his/her designee. For the purpose of this Section, the pay rate for the higher level position shall be calculated as if the employee had been promoted to such position pursuant to Article 3.7 of the Personnel Rules.
- C. **REPORTING PAY.** In the event that a regular full-time employee is scheduled ~~or directed~~ to report for work and ~~so reports~~ and is told by the Housing Authority that his/her services are not required, he/she will be entitled to two (2) hours pay at the straight time rate. If ~~the such~~ employee is sent home through no fault of his/her own before completion of his/her workday, such employee will be entitled to a minimum of four (4) hours of pay at the straight time rate or straight time pay for hours actually worked, whichever is greater.

D. BILINGUAL PAY. Upon the recommendation of the department manager and the approval of the Executive Director, an employee occupying a position designated as requiring fluency in a language other than English shall receive fifty dollars (\$50.00) per pay period. If the County of Alameda raises this benefit for SEIU represented employees above what the Housing Authority pays during the term of this Memorandum of Understanding, Housing Authority bilingual employees will receive the same bilingual compensation.

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E. STAND-BY DUTY PAY. The Housing Maintenance Worker who is required to be available on stand-by duty for possible service calls during their off-duty hours shall receive stand-by duty pay at the applicable hourly rate indicated below. There shall be one Housing Maintenance Worker on stand-by duty assignment at all times during non-working hours. An additional Housing Maintenance Worker will agree to be a back-up to the Housing Maintenance Worker on stand-by assignment. The back-up Housing Maintenance Worker will only receive stand-by duty pay if assigned to stand-by in the event that the Housing Maintenance Worker who is assigned to stand-by duty is unable to complete the assignment.

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4. Stand-by Duty Rotation

The stand-by duty assignment will be for one bi-weekly pay period consistent with HACA's bi-weekly pay period schedule. Stand-by duty assignments shall rotate among the three (3) employees in the Housing Maintenance Worker II classification.

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2. Stand-by Cell Phone

A cell phone with a dedicated number for emergency/repair response will be issued to the Housing Maintenance Worker for stand-by duty assignment. HACA's call service will be instructed to call that phone number for emergency/repair response.

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3. Stand-by Response Time

The Housing Maintenance Worker who is on stand-by will be expected to respond to a call received on the dedicated cell phone within 30 minutes of receiving the call unless the employee is not immediately available to receive the call. In that case, the employee will respond as soon as practical and immediately upon availability. Responding to a call means contacting the tenant to determine the nature of their service call.

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4. Stand-by Duty Hourly Rate

Stand-by duty is that amount of time that a Housing Maintenance Worker is required to be on stand-by during off-duty time. Stand-by duty pay is compensable at the rate of \$5.00 per hour.

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5. Service Calls During Stand-by Duty

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If a service call is received during stand-by duty, the call-back pay provision in Section 13.A. shall apply. Call-back pay applies when a response to a service call is required. A minimum of two (2) hours of pay shall be provided at the overtime rate of one and one-half the regular rate of pay in accordance with MOU Sections 7.D. and 13.A. Call-back pay applies in addition to stand-by duty pay. Call-back pay applies to each service call occurring during the stand-by duty assignment.

If responding to a service call requires a time commitment beyond two (2) hours, the Housing Maintenance Worker on stand-by duty assignment shall receive compensation for actual hours worked at the overtime rate of one and one-half the regular rate of pay in accordance with MOU Section 7.D. Stand-by duty pay stops when the Housing Maintenance Worker performs actual hours worked beyond the minimum two (2) hours for call-back pay.

6. Sick Leave During Stand-by Duty

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Housing Maintenance Workers shall not receive stand-by duty pay when they are out on sick leave. When sick leave is taken for doctor appointments, the Housing Maintenance Worker is deemed not available and stand-by duty pay shall not be paid. It shall be the responsibility of the back-up Housing Maintenance Worker to be on stand-by duty during hours the regularly assigned stand-by duty Maintenance Worker is on sick leave.

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SECTION 14. HEALTH PLANS

A. MEDICAL PLAN. From the date of adoption of this Agreement and to the end of the term of this Agreement ~~on June 15, 2017~~, the Housing Authority shall contribute 96% toward the monthly premium amount for the Kaiser Health Service Plan for all eligible employees and their dependents. Employees shall pay any difference between the Housing Authority contribution and the full amount of the premium of the plan and benefit level. Except for employees on family medical leave pursuant to the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and/or the Pregnancy Disability Leave Act (PDL), continuing eligibility for group medical coverage is based on employment in a paid status for at least fifty-percent (50%) time or more each pay period.

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Effective February 1, 2020, all newly hired employees shall contribute ten percent (10%) and the Housing Authority shall contribute ninety percent (90%) toward the monthly premium amount for the Kaiser Health Service Plan for all eligible employees and their dependents. Employees shall pay any difference between the Housing Authority contribution and the full amount of the premium of the plan and benefit level.

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A. All Housing Authority employees hired prior to February 1, 2020, will continue according to the established cost-sharing as described in Section 14.A.

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- B. **DENTAL PLAN.** For the contract period of this Memorandum of Understanding, the Housing Authority shall contribute toward the monthly provider's charge for a group dental plan for all eligible employees and their dependents an amount equal to and for a plan equal to that paid for by the County of Alameda for SEIU Local 1021 represented employees.

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- C. **VISION PLAN.** Effective June 18, 2006, employees shall be eligible for vision care reimbursement subject to the following criteria:

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1. The employee is eligible for reimbursement after six (6) months of continuous employment working at least fifty percent (50%) time or more each pay period.
2. The employee shall be reimbursed for the cost of lenses and frames or contact lenses specifically prescribed for the employee, spouse, registered domestic partner with the State of California, or dependent children, up to a maximum reimbursement of two hundred seventy-five dollars (\$275.00) every eighteen (18) months, and effective June 11, 2010, to a maximum reimbursement of three hundred dollars (\$300.00) every eighteen (18) months. Such reimbursement shall be made in accordance with IRS regulations.

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- C. The Housing Authority will pay 100% of the premium for the employee-only Choice plus vision benefit plan through the County of Alameda's Vision Service Plan (VSP) provider. The nature of the benefit provided by Choice Plus is determined by the County of Alameda and VSP, is subject to periodic change and is not subject to negotiations between the Housing Authority and SEIU Local 1021. Should the County of Alameda and be unable to create a vision plan sub-group with the County's VSP provider for the Housing Authority, the Authority will obtain a similar Choice Plus plan through VSP with the premium being 100% paid by the Housing Authority for the employee-only level of coverage. Employees may elect to cover their dependents on the same plan at their own expense.

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- D. **MEDICAL PLAN WAIVER.** Effective June 15, 2008, employees may receive one-hundred dollars (\$100.00) per pay period, if they elect the option to forego health coverage. The election must be submitted in writing during the open enrollment period and is non-revocable. New employees may choose this option during the first thirty (30) days of employment.

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- E. **FLEXIBLE SPENDING ACCOUNT.** Effective January 1, 2012, employees shall have the ability to participate in a Flexible Spending Account for purposes of paying on a pre-tax basis for those expenses allowed pursuant to Section 125 of the Internal Revenue Code.

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SECTION 15. ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES

- A. **MILEAGE RATES PAYABLE.** Effective July 1, 1993, mileage allowance for use of personal vehicles on Housing Authority business shall be the current maximum mileage allowance established by the U.S. Department of Treasury Internal Revenue Service. This rate shall be adjusted during the term of this contract effective January 1st of each preceeding year.

Holiday balances to the normal pay period. For purposes of determining eligibility for the Housing Authority's hospital and medical care contributions and dental coverage, employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued sick leave, a discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or Floating Holiday balances shall be regarded as on full-time paid status with regard to the days for which such supplement is paid.

In the event that a paid holiday occurs during a period of absence for which the employee receives disability insurance benefits, holiday pay shall be pro-rated in proportion to the amount paid to the employee as a supplement to the disability insurance benefit from accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or Floating Holiday balances on the day before and the day after the holiday.

The group health care health care providers will permit employees who, because of exhaustion of their accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or Floating Holidays balances, are dropped from health and/or dental plan coverage to re-enter the group plans upon returning to full-time work. Should the Housing Authority agree to pay more than fifty percent (50%) of the SDI premium, improve the level of integration or improve the rate of accrual of benefits for any bargaining unit not represented by SEIU, such improvement shall be extended to employees represented by SEIU.

SECTION 23. RETIREMENT PLAN

- ~~A. Union and Housing Authority agree to meet and confer with regard to the retirement plan and to endeavor to reach agreement on a plan which will be less costly to the Housing Authority and employees. The meeting and conferring shall include consideration of proposals relating to benefits, funding sources, minimum retirement age, and a multi-tier system.~~
- ~~A. Each full-time, regular employee who entered Housing Authority service on or before August 18, 2011, shall participate in the Alameda County Employee's Retirement Association and be enrolled at the Tier I level of benefits.~~
- B. Each full-time, regular employee who entered Housing Authority service on or after August 19, 2011, shall participate in the Alameda County Employee's Retirement Association and be enrolled at the Tier 2 level of benefits.
- ~~C. Represented employees who are participants in the Alameda County Employee Retirement Association as of June 10, 2011, shall have a one-time opportunity, at a date selected by the Authority, to switch from Tier 1 to the Tier 2 level of contributions and benefits. Such election shall be irrevocable. Each full-time, regular employee who enters Housing Authority service on or after January 1, 2013, shall participate in the Alameda County Employee's Retirement Association and be enrolled at the Tier 4 level of benefits.~~

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SECTION 35. TERM OF MEMORANDUM

This Memorandum of Understanding shall become effective as of June 14⁵, 2019⁸, except as otherwise provided herein, upon the approval of the Housing Authority of the County of Alameda Housing Commission and shall remain in effect up to and including June 9¹³, 2022¹⁹. This term comes with the mandate that the Parties commence successor Memorandum of Understanding negotiations no later than January 9, 2022.

Signed and entered into this _____ day of _____ 2019⁸:

| <u>FOR</u> HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA: | <u>FOR</u> SEIU LOCAL 1021: |
|---|---|
| <u>Jack Hughes, Liebert Cassidy Whitmore</u> | <u>Ossee Desmangels, Field Representative</u> |
| <u>Charla Freckmann, Human Resources Manager</u> | <u>John Stead-Mendez, Executive Director</u> |
| <u>Mansoorali Hudda, Finance Director</u> | <u>Peter Masiak, East Bay Field Director</u> |
| | <u>Jonathan Nunez-Babb, East Field Representative</u> |
| | <u>Vanessa Diaz, Eligibility Leadworker</u> |
| | <u>Dina Lada, Housing Management Leadworker</u> |
| | <u>Lynn Shanks, Housing Specialist</u> |
| | <u>Kesha Simmons, Housing Specialist</u> |

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ATTACHMENT B

SECTION II

EXECUTIVE SUMMARY

This report reflects a countywide effort to increase fair housing choices for residents across the county. The County of Alameda, as lead agency, and multiple participating jurisdictions—the cities of Alameda, Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Newark, Oakland, Piedmont, Pleasanton, San Leandro, and Union City, and the housing authorities for County of Alameda, Alameda, Berkeley, Livermore, and Oakland—have formed a regional collaborative for the purpose of completing an Analysis of Impediments to Fair Housing Choice (Regional Analysis of Impediments) while meeting their goals and obligations under the fair housing rules to affirmatively further fair housing.

The US Department of Housing and Urban Development (HUD) requires that an analysis of impediments be conducted every five years as part of a five-year Consolidated Plan process, which regional members plan to complete by June 30, 2020.

This section summarizes the findings of the analysis and includes an overview of the public engagement process and fair housing findings, including the primary issues and contributing factors, and identification of future goals and priorities that address these findings. To support this summary, an explanation of the Assessment of Fair Housing requirements and prevalent definitions used in this Regional Analysis of Impediments are provided.

Definitions

Below are terms frequently used throughout this report:

The **Affirmatively Furthering Fair Housing (AFFH) Tool** is a web mapping tool prepared by HUD to assist participating jurisdictions in affirmatively furthering fair housing. It includes data tables that break down the demographics of each participating jurisdiction, such as race and ethnicity, national origin, poverty, and language proficiency. The tool also includes maps displaying the population densities of people of different races, the locations of publicly supported housing, and the level of access of each racial group to resources within a participating jurisdiction.

Alameda County includes all participating jurisdictions, which is the Consortium's geographic areas (as defined above) plus the cities of Berkeley and Oakland.

Consortium includes the geographic areas covered by HOME Consortium members, which are Urban County and Entitlement Cities, excluding Berkeley and Oakland. The Housing Authorities' service areas are covered by these geographies.

Entitlement Cities: Alameda, Berkeley, Fremont, Hayward, Livermore, Oakland, Pleasanton, San Leandro, and Union City.

Participating jurisdictions include all the entities in this regional collaboration: County of Alameda; the cities of Alameda, Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Newark, Oakland, Piedmont, Pleasanton, San Leandro, and Union City; and the Housing Authority of the County of Alameda, Housing

Authority of the City of Alameda, Berkeley Housing Authority, Livermore Housing Authority, and Oakland Housing Authority. The term Alameda County may be used interchangeably.

Region is the core base statistical area (CBSA) that is used in the comparative analysis. Counties in the Alameda County CBSA are Alameda, Contra Costa, San Francisco, and San Mateo.

Urban County: Albany, Dublin, Emeryville, Newark, Piedmont, and unincorporated county.

What is Affirmatively Furthering Fair Housing?

This Regional Analysis of Impediments is prepared for the purpose of implementing fair housing rules to affirmatively further fair housing. Affirmatively furthering fair housing means to take meaningful actions that address significant disparities in housing needs and access to opportunities and replacing segregated living patterns with integrated and balanced living patterns, transforming Racially or Ethnically Concentrated Areas of Poverty (R/ECAP) into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws.

In 2015, HUD required HUD program participants (participating jurisdictions) to comply with the new AFFH rule and to develop an Assessment of Fair Housing (AFH) pursuant to 24 CFR Section 5.154. An AFH includes robust community input, an analysis of housing data, and identification of fair housing issues and contributing factors to set fair housing priorities and goals. In 2018, HUD reversed the AFH requirement and in response, the California legislature passed Assembly Bill 686, which upholds the 2015 requirements for HUD program participants in California. As required by California Assembly Bill 686, this Regional Analysis of Impediments report follows the 2015 AFFH rule for completing an AFH.

Methodology

The previous Regional Analysis of Impediments was prepared in 2015 for the Alameda County HOME Consortium. The local housing authorities participated as stakeholders in the previous analysis. The cities of Oakland and Berkeley individually prepared separate Analysis of Impediments reports.

This report is a combined update of the 2015 Alameda HOME Consortium, City of Berkeley, and City of Oakland Analyses of Impediments. The following steps were taken to update the report:

- Analyze current publicly available data regarding the Alameda County demographics and housing;
- Engage with community members and stakeholders via public meetings and correspondence;
- Identify impediments to fair housing choice for Alameda County residents; and
- Develop strategies and actions for removing impediments and affirmatively furthering fair housing choice.

Analysis of demographic and housing trends was completed using data from numerous sources, including the US Census Bureau's 1990, 2000, and 2010 Decennial Census data, American Community Survey (ACS) 2012–2017 data, the Urban Displacement Project 2015 report, and the HUD AFFH Tool.

The community engagement process involved three community meetings and three stakeholder meetings as well as a seven-page survey. The process is further discussed below and in Section III.

Impediments to fair housing choice were identified through an analysis of the collected data and community engagement findings. Regional goals were then developed to address these impediments, and sub-goals were adopted by each participating jurisdiction to further these regional goals.

Community Participation Process

Alameda County's community engagement process consisted of a seven-page survey, three community engagement meetings, and three stakeholders meetings. Engagement materials were distributed to service organizations who then distributed it to their served populations. The survey was available in Dari, English, Spanish, Tagalog, Traditional Chinese, and Vietnamese. Residents of the participating jurisdictions as well as specific populations were targeted for engagement, including: racial and ethnic minorities, people experiencing homelessness, people with disabilities, people residing in R/ECAPs, and people with limited English proficiency. Stakeholders from a variety of organizations were contacted as well, including housing organizations, homeless services, youth services, nonprofit social services, services for seniors, services for disabled persons, HIV/AIDS services, government, advocates, public and emergency resources, educational organizations, and economic development organizations

Summary of Findings

What are the primary fair housing issues in Alameda County?

Housing affordability and availability are the largest issues found to affect the residents participating in the community engagement process. This finding is supported by data provided by HUD through the AFFH Tool, the ACS, and from local resources, including Association of Bay Area Governments and local transit authorities, among others. See Section V, Fair Housing Analysis, of this Regional Analysis of Impediments for the in-depth analysis supporting the primary fair housing issues.

The fair housing issues found to affect many residents in the participating jurisdictions include:

- Across all participating jurisdictions, white or Asian Pacific residents make up the majority of homeowners. The percentage of black homeownership and Hispanic homeownership does not exceed the percentage of white homeownership. See Table V-4 - Homeownership and Rental Rates by Race/Ethnicity, Jurisdictions and Region.
- Segregation between white residents and minority residents has increased in the last decade. See Table V-5 - Racial/Ethnic Dissimilarity Trends, Jurisdictions and Region.
- The County's black resident population has decreased by nearly 7 percent since 1990. Black residents are primarily located in Oakland and Berkeley, but the percentage of black residents in these areas has decreased by 19 percent and 10 percent, respectively, since 1990. See Table V-2 - Demographic Trends, Alameda County and Region, 1990, 2000, 2010, 2017.
- Overall, minority residents are being displaced from areas with a traditionally large minority population. Some specific minority majority cities, however, are seeing increases in minority populations. See Figure V-19 - Displacement and Gentrification, 2015.
- Areas with higher levels of minority residents have less access to proficient schools, jobs, and environmental health. See Table V-9 - Opportunity Indicators, by Race/Ethnicity, Alameda County and

Region.

- Median rents have risen an average of \$1,000 since 2010, representing an increase of 55 percent in a 9-year period. See Figure V-46 - Alameda County Median Monthly Rental Price.
- The average home sales prices have increased from approximately \$300,000 to nearly \$900,000 in less than 20 years. See Figure V-46 - Alameda County Median Monthly Rental Price.
- The wage needed to rent an average housing unit in the County is \$44.79 an hour or \$93,000 a year.
- Homelessness has increased by 42 percent since 2017. See Table V-12 - 2019 Point-In-Time Counts by City.
- Minority households, especially black and Hispanic households, have the highest rate of disproportionate housing needs, which includes having incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and households with a cost burden greater than 30 percent. See Table V-13 - Demographics of Households with Disproportionate Housing Needs.
- Overall, the rate of mortgage approvals has gone up in the last seven years, but the disparities in the rate of approval across race and ethnicity has stayed relatively the same. Black applicants continue to have the lowest approval rate at 59.1 percent and Hispanic applicants the second lowest at 61.5 percent compared to white applicants at 70 percent. See Table V-15 - Mortgage Approvals by Race/Ethnicity, 2011–2017.
- Based on community feedback, Housing Choice Voucher holders and those with disabilities often find it difficult to find an appropriate housing unit.
- Disability, race, and familial status are the most common bases of housing discrimination complaints forwarded to the California Department of Fair Employment and Housing and the Office of Fair Housing and Equal Opportunity. See Table V-26 - Fair Housing Complaints Forwarded to Fair Housing and Equal Opportunity, 2015–2016 and Table V-27- Fair Housing Complaints Forwarded to Department of Fair Employment and Housing, 2015–2019.

Contributing Factors to Primary Fair Housing Issues

In accordance with the AFFH rule, this Regional Analysis of Impediments has identified contributing factors from the HUD-provided list in the AFFH Rule Guidebook that create, perpetuate, or increase the severity of one or more fair housing issues. Participating jurisdictions identified additional contributing factors, which are *italicized* below.

- Contributing factors affecting segregation
 - Displacement of residents due to economic pressures
 - Location and type of affordable housing
 - Historical discrimination against people of color
 - *Limited supply of affordable housing within neighborhoods*
 - *Lack of local taxation (e.g., taxation limitations such as Prop 13) to support social services and affordable housing*
- Contributing factors affecting R/ECAPs

- Displacement of residents due to economic pressures
- Lack of private investments in specific neighborhoods
- Lack of public investment in specific neighborhoods, including services or amenities
- Location and type of affordable housing
- *Lack of local taxation to support social services and affordable housing*
- *Limited supply of affordable housing within neighborhoods*
- Contributing factors affecting access to opportunity
 - Access to financial services
 - Lack of private investments in specific neighborhoods
 - Location of employers
 - Location of proficient schools and school assignment policies
 - Location and type of affordable housing
 - *Lack of local taxation to support social services and affordable housing*
 - *Administration of public funds makes utilization of public funding for affordable housing and social services costly*
 - *Limited supply of affordable housing in areas with access to opportunity*
- Contributing factors affecting disproportionate housing needs
 - Lack of private investments in specific neighborhoods
 - The availability of affordable units in a range of sizes
 - Displacement of residents due to economic pressures
 - Land use and zoning laws
 - Lending discrimination
 - *High cost of development*
 - *Limited supply of affordable housing within neighborhoods*
- Contributing factors affecting publicly supported housing
 - Land use and zoning laws
 - Community opposition
 - Source of income discrimination
 - *Administration of public funds makes utilization of public funding for affordable housing and social services costly*
- Contributing factors affecting disability and access
 - Access to publicly supported housing for persons with disabilities
 - Lack of affordable housing for individuals who need supportive services
 - Lack of assistance for housing accessibility modifications
 - Location of accessible housing
 - *Limited supply of affordable housing within neighborhoods*
 - *Administration of public funds makes utilization of public funding for affordable housing and*

social services costly

- Contributing factors affecting fair housing
 - Lack of local private (nonprofit) fair housing outreach and enforcement
 - Lack of local public (local, state, federal) fair housing enforcement
 - Lack of resources for fair housing agencies and organizations
 - *Lack of federal, state, and local funding to support affordable housing*

Goals and Strategies

In response to the fair housing needs identified in Section V of this Regional Analysis of Impediments, along with community and stakeholder feedback, the participating jurisdictions committed to nine regional policies and developed supporting actions for each policy that specifically address fair housing needs. These policies and actions maintain and expand on existing programs and activities and introduce new actions to address fair housing needs in the region. A review of the previous 2015 Regional Analysis of Impediments goals resulted in continuing to work on those goals and incorporating them into these new policies and actions. These policies and actions will be incorporated into the jurisdictions' five-year consolidated plans, annual plans, and additional plans, such as housing elements, that relate to these activities. Detailed descriptions of each policy and action, including the contributing factors, responsible party(s), metrics and milestones, and time frame for achievement, are provided in Section VI.

Creating new affordable housing units has typically been a difficult goal for participating jurisdictions because of increasing need for and limited amount of public dollars to support these activities. However, recent California legislation, such as the Building Homes and Jobs Act (SB 2), Housing for a Health California program (AB 74), and other housing funding laws, plus HUD's recent increase of HEAP funds and the No Place Like Home for permanent supportive housing funds, is creating new potential opportunities for funding that could be allocated toward fair housing challenges in each community. As set forth in Goal 9.b., participating jurisdictions are committed to vetting those opportunities.

To address issues with fair housing, participating jurisdictions will strive to do the following:

Regional Policy 1: Promote fair housing enforcement and outreach.

Action 1.a: The participating jurisdictions will continue to contract with fair housing service providers to educate home seekers, landlords, property managers, real estate agents, and lenders regarding fair housing law and recommended practices, including the importance of reasonable accommodation under ADA; to mediate conflicts between home seekers, landlords, property managers, real estate agents, and lenders; and to continue fair housing testing and audits.

Action 1.b: Participating jurisdictions will seek ways to increase resident access to fair housing services, such as improved marketing of services, improved landlord education, and improved tenant screening services to avoid owner bias.

Action 1.c: Participating jurisdictions will advocate for local federal/state laws that would improve fair housing protections for those experiencing barriers to accessing housing.

Action 1.d: Participating jurisdictions will continue to fund housing placement services for people with disabilities to assist them in finding accessible housing (i.e. CRIL, DCARA, County's online application/website).

Action 1.e: Participating jurisdictions will provide financial assistance to clinics that provide free or reduced-costs legal services for low-income rental households facing barriers to affordable housing.

Regional Policy 2: Maintain, improve, and implement local policy that supports affordable housing and fair housing.

Action 2.a: Participating jurisdictions with an existing rental stabilization program will take actions to continue to maintain the program and make improvements, as needed.

Action 2.b: Participating jurisdictions will promote new fair housing laws, including AB 1482, upon adoption, and to the extent required by the new laws.

Action 2.c: Participating jurisdictions will periodically review their existing inclusionary housing in-lieu fees and/or housing impact fees and jobs-housing linkage fee programs if applicable, to maximize number of units in a manner consistent with current housing market conditions and applicable law.

Action 2.d: The participating jurisdictions will continue to pursue modifications of current zoning and other local policies regulating housing development that pose a direct or indirect constraint on the production of affordable housing.

Action 2.e: Participating jurisdictions will continue to aim to implement the programs described in their Housing Elements within the current Housing Element planning period.

Action 2.f: Participating jurisdictions will continue to incorporate these Regional AI goals into their 5 - Year Consolidated and Annual Action Plans.

Action 2.g: The participating jurisdictions will continue to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) that evaluates the progress towards these Regional AI goals.

Action 2.h: As needed, participating jurisdictions will work together to continue to commission market-based surveys of current market-rate rents in the Oakland-Fremont HUD FMR Area (Alameda and Contra Costa Counties) in an effort to seek adjustment to HUD FMR standards for the area; and will advocate to HUD for the revision of FMR calculations/methodology.

Regional Policy 3: Promote and implement new fair housing laws that protect recipients of rental subsidies from discrimination by landlords.

Action 3.a: Educate tenants and landlords on new fair housing laws.

Action 3.b: Participating jurisdictions will explore creating incentives for landlords to rent to Section 8 voucher holders, such as a leasing bonus, damage claim reimbursement, security deposit and utility assistance.

Regional Policy 4: Preserve and rehabilitate existing affordable housing stock.

Action 4.a: Participating jurisdictions will explore a low-cost loan program for landlords unable to make needed repairs or accessibility modifications in order to avoid displacement of lower-income tenants in substandard units.

Action 4.b: Participating jurisdictions will research establishing citywide code inspection program of all rental units or continue to maintain existing program.

Action 4.c: Participating jurisdictions will provide rehabilitation assistance loans for lower-income units.

Action 4.d: The participating jurisdictions will continue to financially support programs that rehabilitate existing units for accessibility.

Action 4.e: The City of Emeryville work proactively to retain existing subsidized affordable housing units that are at risk of converting to market rate.

Regional Policy 5: Increase the number of affordable housing units.

Action 5.a: Participating jurisdictions will prioritize the production of affordable housing units in sizes appropriate for the population and based on family size.

Action 5.b: The participating jurisdictions will continue all existing programs to support development of local affordable housing units through a variety of strategies such as applications for state and federal funding, entitlement assistance, outreach to the community and other stakeholders, direct financial support, and site identification and acquisition assistance. This support will include development of units that serves specialized populations as defined by the funding source, Housing Element, Consolidated Plan, or AI, such as transitional and supportive housing, and housing for seniors, persons with disabilities, persons experiencing homelessness, and persons living with HIV/AIDS or severe mental illness.

Action 5.c: Participating jurisdictions will explore revisions to building codes or processes that reduce the costs and/or allow greater number of accessory dwelling units, tiny homes, or smaller houses.

Action 5.d: Jurisdictions within the Alameda Urban County will cooperate with developers to facilitate construction of additional affordable housing.

Regional Policy 6: Increase homeownership among low- and moderate-income households.

Action 6.a: Participating jurisdictions will create a shared list of lenders countywide that can help buyers access below-market-rate loans (homes) and locally sponsored down payment and mortgage assistance programs; promote this list of lenders to interested residents.

Action 6.b: As resources are available, the participating jurisdictions will allocate funds for homeownership programs that support low- and moderate-income households, including but not limited to down payment assistance, first time home buyer, Mortgage Credit Certificate, below market rate (BMR) homeownership programs, and financial literacy and homebuyer education classes; and will promote the programs any existing programs through marketing efforts.

Action 6.c: The Housing Authority of the County of Alameda (HACA) will continue to support and/or publicize organizations that provide financial literacy and homebuyer education classes

Regional Policy 7: Maintain and expand supportive services for lower-income households.

Action 7.a: Participating jurisdictions will continue to support or will explore new programs that provide financial support for job training programs to lower-income individuals.

Action 7.b: Participating jurisdictions will continue to provide financial support for homeless services.

Action 7.c: Participating jurisdictions will continue to support access to resources (such as for those with disabilities, language barriers, cultural barriers).

Regional Policy 8: Maintain and expand awareness of affordable housing opportunities and services through marketing efforts.

Action 8.a: Participating jurisdictions will continue to assist in advertising the availability of subsidized rental units via the jurisdictions' websites and or apps, the 2-1-1 information and referral phone service, and other media outlets.

Action 8.b: The participating jurisdictions will explore the creation of a countywide affordable housing database.

Action 8.c: The participating jurisdictions will continue promoting 211's affordable housing database with current information.

Action 8.d: Increase marketing efforts of affordable housing units to people that typically face barriers and discrimination in fair housing choice, such as persons with disabilities, people of color, low-income families, seniors, new immigrants, people experiencing homelessness.

Action 8.e: Participating jurisdictions will continue to provide program materials in multiple languages.

Regional Goal 9: Continue to find ways to finance affordable housing, community development, and economic development activities.

Action 9.a: Participating jurisdictions will explore financially supporting economic development activities and initiatives in Racially/Ethnically Concentrated Areas of Poverty (R/ECAPs).

Action 9.b: Participating jurisdictions will pursue local, state, and federal funding sources as they become available (i.e. Program 811).