



**HOUSING COMMISSION AGENDA**

**Regular Meeting: May 13, 2020**

**Time: 8:00 a.m.**

**COVID-19 UPDATE:** Based on guidance provided by the Centers for Disease Control and Prevention, the Shelter in Place order from the Alameda County Public Health officer and Governor Newsom’s Stay-at-Home Order, HACA’s office building is temporarily closed to the public through May 31, 2020 or until the orders are amended, extended or suspended. Pursuant to the State of California’s Executive Order N-25-20 (at paragraph 11), this meeting will be conducted digitally via video conference and telephone. The public can participate in this meeting through one of the following options:

**Zoom Video Conference Platform:** Listen, view, and/or participate in this meeting using Zoom. Using Zoom is free of charge; however, if using a mobile device and/or tablet you may have to download the Zoom app to your device. Downloading the Zoom app is free of charge.

**HOW TO PARTICIPATE IN THIS MEETING USING THE ZOOM VIDEO CONFERENCE PLATFORM:**

<b>From a desktop computer:</b>	<b>From a mobile device, e.g., cell phone and/or tablet:</b>
Go to: <a href="https://www.zoom.us/join">https://www.zoom.us/join</a> Enter Meeting ID: 859 6022 4379	Download the Zoom app to your device. In the app tap on “Join Meeting” Enter Meeting ID: 859 6022 4379

**Conference Call via Phone:** Join the meeting from your telephone or mobile phone.

**HOW TO PARTICIPATE VIA PHONE:**

<b>To access the meeting via telephone:</b>
Dial: 888-788-0099
When prompted, enter meeting ID: 859 6022 4379

**PUBLIC COMMENT**

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.

If you wish to comment on a matter NOT on the agenda, please email your comment to the Commission Clerk at [melissat@haca.net](mailto:melissat@haca.net) preferably by 5:00 p.m. on Tuesday, May 12, 2020. Upon recognition by the Chairperson during Public Comment, state your name, comments and/or questions. Anyone wishing to address the Housing Commission on an agenda item or on business introduced by the 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.

Thank you for your understanding and flexibility during the COVID-19 public health emergency. If you have any questions please contact (510) 727-8511 or [melissat@haca.net](mailto:melissat@haca.net).

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**HOUSING COMMISSION AGENDA**  
**Regular Meeting: May 13, 2020**  
**Time: 8:00 a.m.**

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**1. CALL TO ORDER / ROLL CALL**

**2. CLOSED SESSION**

*Pursuant to Government Code §54957(a)*  
*Executive Director Recruitment*

**3. APPROVAL OF THE MINUTES OF THE APRIL 8, 2020 MEETING**

**ACTION**

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

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**5-1. Approval of Employment Agreement for the Executive Director**

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**5-2. Approval of Revisions to Section 8 Administrative Plan**

**ACTION**

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**5-3. Resolution Authorizing Implementation of Applicable Waivers  
Pursuant to the U.S. Department of Housing & Urban Development  
Notice PIH 2020-05**

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**5-4. Resolution Approving Revisions to Personnel Rules**

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**MINUTES**  
**April 8, 2020**



**HOUSING COMMISSION SUMMARY ACTION MINUTES**

**Regular Meeting: April 8, 2020**

**Time: 8:00 a.m.**

**Pursuant to the State of California’s Executive Order N-25-20 (at paragraph 11), this meeting was conducted electronically via the Zoom video conference platform and by telephone.**

**1. CALL TO ORDER/ROLL CALL**

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**Call to Order**

Chairperson Hannon called the meeting to order at 8:03 a.m.

**Roll Call**

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

Entered after Roll Call: Cmr. Finley

**2. CLOSED SESSION**

***Pursuant to Government Code §54957(a)***

***Executive Director Recruitment***

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The Commission entered into a closed session at 8:04 a.m. and reconvened in open session at 8:14 a.m. Chairperson Hannon reported that no reportable actions were taken in the closed session.

*Chairperson Hannon stated some procedural guidelines for the video conference and conference call.*

**3. ACTION: APPROVAL OF THE MINUTES OF THE MARCH 11, 2020 REGULAR MEETING**

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Recommendation: Approve the minutes of the March 11, 2020 regular meeting as presented.

Motion/Second: Shao/McQuaid

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

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

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None.

5. **NEW BUSINESS**

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5-1. **RESOLUTION NO. 07-20: APPROVING EMERGENCY APPOINTMENT OF RETIRED ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION MEMBER**

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Christine Gouig, Executive Director, presented the staff report. Ms. Gouig reported that her retirement was effective March 31<sup>st</sup>, that a new Executive Director has not yet been selected and that she has agreed to stay on in the executive director position through June 30, 2020. She described the California Public Employees' Pension Reform Act (C-PEPRA) and the "180-Day Wait Rule," which requires that public agencies wait 180 days before hiring back or contracting with retired annuitants and indicated that Governor Newsom's Executive Order N-25-20, issued in response to the coronavirus pandemic, temporarily suspends some of the rules in C-PEPRA, including the 180-Day Wait Rule. She noted that this suspension applies only to retirees who are deemed critical to address the COVID-19 emergency and that the Executive Director is highly critical since extraordinary measures need to be developed and decisions made during this crisis. Ms. Gouig discussed the salary savings that would be realized by appointing her to the position and recommended that the Commission adopt Resolution No. 07-20 approving the appointment.

Recommendation: Adopt Resolution No. 07-20 ratifying the Authorization Form to Allow Emergency Appointment of Retired ACERA Member and approve the post-retirement employment to be provided by retiree Christine Gouig.

Commissioner Discussion: Chairperson Hannon thanked Ms. Gouig for agreeing to stay on.

Motion/Second: Gerry/Shao.

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

5-2. **PUBLIC HEARING: DRAFT OF HACA'S 5-YEAR AND ANNUAL PUBLIC HOUSING AGENCY PLAN**

Oscar Macias, Administrative Analyst, presented the staff report. Mr. Macias reported that staff prepared and presented the drafts of HACA's annual and 5-Year PHA Plans at the March Housing Commission meeting at which a public hearing was held to provide the public the opportunity to comment on the drafts. He indicated that there were no comments from the public received during the public hearing. Mr. Macias addressed a question that Cmr. Shao had asked regarding the data reflected in the Plans pertaining to minorities and described how this data was calculated to obtain the reported percentages. Mr. Macias also reported that staff scheduled a conference call meeting with HACA's Resident Advisory Board (RAB) to solicit its comments on the draft Plans and that no members of the RAB attended.

Commission Discussion: Cmr. McQuaid asked if staff will have an opportunity to revise the Plans since it is uncertain what the impact of the COVID pandemic is going to have on the proposed goals in the Plans and Mr. Macias indicated that there is a process available if revisions are necessary. Cmr. Lamnin reiterated her statements from the March meeting regarding the need for work sessions to discuss and develop goals for these Plans and to obtain feedback and comments from the public and interested stakeholders. Chairperson Hannon asked if HUD is willing to extend the deadline for the submission of the PHA Plans due to the pandemic. Ms. Gouig indicated that HUD has not issued any notices for extensions but that HUD waivers related to the pandemic are forthcoming. She will provide an update to the Commission once HUD publishes these waivers.

Motion/Second: Shao/McQuaid.

Upon a roll call vote being taken the vote was:

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

Motion passed. **APPROVED AS RECOMMENDED.**

*Commissioner McQuaid noted that a roll call vote must be taken on the action items. The Commissioners returned to Agenda Item 5-1. And upon a roll call vote being taken the vote was:*

**HACA Agenda Item: 5-1.** Resolution No. 07-20: Approving Emergency Appointment of Retired Alameda County Employees' Retirement Association Member

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

Motion passed. **APPROVED AS RECOMMENDED.**

**5-3. RESOLUTION NO. 08-20: APPROVING UPDATE TO HACA'S UTILITY ALLOWANCE**

Christine Gouig introduced this item. Ms. Gouig explained that HUD requires all housing authorities to review their utility allowance schedules and revise them annually if warranted. Before presenting the staff report, Jennifer Cado, Senior Administrative Analyst, addressed a comment submitted by Jeannette Johnigan, a member of the public who was present in the video conference, regarding the inclusion of rates for tenant-supplied appliances in HACA's Utility Allowance schedule. Commissioner Lamnin commented that Ms. Johnigan's comment needs further discussion. Chairperson Hannon stated that there will be an opportunity for public comment after the staff report is presented. Ms. Cado presented the staff report. Ms. Cado reported that staff has completed an analysis of the utility rates and that some rates have changed by at least 10%, which is the threshold for an

update to the Utility Allowance Schedule. She summarized some of the changes in the utility rates and explained that the proposed updates reflect these changes. Ms Cado recommended that the Housing Commission approve the update to HACA's Utility Allowance Schedule.

Recommendation: Adopt Resolution No. 08-20 approving an update to HACA's Utility Allowance Schedule.

Public Comment: Ms. Johnigan commented on the inclusion of rates for tenant-supplied appliances in HACA's Utility Allowance Schedule.

Commissioner Discussion: Cmr. Lamnin and Ms. Cado discussed adding some additional language regarding the tenant-supplied appliances. Cmr. Olson agreed with Cmr. Lamnin on the need for some clarifying language and Cmr. McQuaid asked that staff also make a clarification for tenant-supplied stoves. Cmr. Finley commented that it would helpful to see a breakdown of all costs. Ms. Gouig explained that there is quite a bit of data and analysis involved in the development of the Utility Allowance Schedule so it would not be feasible to provide a complete breakdown on the schedule. Cmr. McQuaid and Ms. Gouig discussed what the "Other Electric" category covers. Ms. Cado commented that although the format, layout and categories on the Utility Allowance Schedule cannot be changed since these elements are based on HUD's form, she can add some clarifying language to the schedule. Chairperson Hannon thanked staff for their efforts to make the Utility Allowance Schedule clearer. Cmr. Lamnin made a motion to approve the proposed utility allowance schedule with the request that staff add in the clarifying language as discussed.

Motion/Second: Lamnin/Olson.

Upon a roll call vote being taken the vote was:

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

Motion passed. **APPROVED AS RECOMMENDED.**

**5-4. ACTION: APPROVE REVISIONS TO HACA'S SECTION 8 ADMINISTRATIVE PLAN**

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Christine Gouig introduced this item. Ms. Gouig described the purpose of HACA's Section 8 Administrative Plan. Jennifer Cado presented the staff report. Ms. Cado reported that staff is proposing to revise the Admin Plan in order to allow the Executive Director the discretion to implement voucher extensions whether a participant has requested the extension or not. She indicated that this is particularly important during the corona virus pandemic and described a situation in which a Foster Youth to Independence (FYI) participant was at risk of losing her voucher due to reasons related to the pandemic.

Commission Discussion: Cmr. McQuaid recommended that the revision include language that states that the Executive Director *and/or their designee* are allowed the discretion to implement the voucher extension. Chairperson Hannon asked that staff report back to the Commission if there is a need for staff to execute this provision.

Motion/Second: Shao/Ballew.

Upon a roll call vote being taken the vote was:

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

Motion passed. **APPROVED AS RECOMMENDED.**

**5-5. INFORMATION: COVID-19 UPDATE**

Christine Gouig presented the staff report. Ms. Gouig provided an update to the Commission on the precautionary actions, safety measures and adjustments to HACA's operations that have been taken in order to maintain employee safety and provide essential services to HACA's landlords and participants during the coronavirus pandemic. Ms. Gouig's report also included information on the various types of extended leaves that have become available and some of the forthcoming measures that HUD will take in order to support housing authorities during the crisis.

Commission Discussion: Cmr. Ballew and Ms. Gouig discussed the steps that are being taken to clean the common areas at the properties owned by Preserving Alameda County Housing, Inc. (PACH). Cmr. Olson asked if staff has considered using temperature scanners. Ms. Gouig expressed appreciation to staff for their hard work and support and indicated that staff is considering using temperature scanners and that some housing authorities have already started using these devices. Cmr. McQuaid and Ms. Gouig discussed what staff is doing to communicate with tenants regarding rental payments. Ms. Cado described HACA's outreach efforts and the various methods of communication that are available to participants and landlords. Cmr. Kumagai thanked staff for their pandemic response and efforts to maintain services for the participants. He and Ms. Gouig discussed the various types of extended leaves available to staff and how this information has been communicated to staff. They also discussed how participants can request a reduction in their rent portion should adjustments need to be made due to income loss. He asked that staff communicate to participants that they should check with their cities to see what options are available for rental assistance. Vice Chairperson Patz reported that the City of Emeryville has set up a small fund to help tenants with their rent, including Section 8 voucher holders. Cmr. Gerry commented that he has experienced an increase in the number of his tenants who are not able to pay rent due to the coronavirus pandemic.



**5-6. INFORMATION: BUDGET STATUS REPORT**

Report received.

Commission Discussion: Cmr. Olson commented that he would like to see the report provide an overall picture of HACA's financial status that includes the various sources of income and data on the fluctuating net deficit through the fiscal year rather than just the data from the previous month and the following month. Chairperson Hannon agreed that seeing all sources of income would be helpful.

**5-7. INFORMATION: PROGRAM ACTIVITY REPORT**

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Report received with no questions or comments from the Commission.

**6. COMMISSIONER REPORTS**

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None.

**7. COMMITTEE REPORTS**

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None.

**8. COMMUNICATIONS**

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Ms. Gouig indicated that staff will bring only essential items of business to the Commission during the pandemic. She discussed some of the items that staff has planned for the May and June meetings. Cmr. McQuaid, Cmr. Kumagai and Melissa Taesali, Executive Assistant, discussed the 2020 HACA Scholarship applications.

**9. ADJOURNMENT**

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Cmr. McQuaid made a motion to adjourn the meeting and the motion was seconded by Cmr. Shao. Upon a roll call vote being taken the vote was:

Ayes: Cmr. Ballew, Finley, Gacoscos, Gerry, Hannon, Kumagai, Lamnin, McQuaid, Olson and Shao. Not present for the vote: Cmr. Patz.

There being no further business to discuss, Chairperson Hannon adjourned the meeting at 9:54 a.m.

Respectfully submitted,

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Melissa Taesali  
Executive Assistant/Housing Commission Clerk

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Christine Gouig  
Executive Director/Housing Commission Secretary

**Approved:**

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Michael Hannon  
Housing Commission Chairperson

# **NEW BUSINESS**

**May 13, 2020**

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

**AGENDA STATEMENT**

Meeting: May 13, 2020

Subject: Contract with Executive Director

Exhibits: Employment Agreement for Executive Director Housing Authority of the County of Alameda

Recommendation: Authorize the Chairperson to Execute the Agreement on Behalf of the Housing Authority

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**BACKGROUND**

Christine Gouig, HACA’s current Executive Director, gave notice on October 1 that she was retiring effective March 30. HACA selected an executive recruitment firm, Avery & Associates, to undertake a recruitment for her replacement. Paul Kimura, a principal with Avery, handled the recruitment. After a thorough process that included development of a brochure, advertising and reaching out to individual candidates, Mr. Kimura assembled a recommendation book of candidates that included resumes, questionnaires completed by references and his analysis of interviews he conducted with the candidates. Mr. Kimura presented this information to your Housing Commission’s Recruitment Committee (Commissioners Hannon, Ballew, Gerry, Olson and McQuaid) and the Committee selected those it deemed most qualified for an interview with the Committee. The Committee conducted its interviews on February 11 and forwarded the names of its ‘top three’ to the Authority Commission (the Board of Supervisors plus Housing Commission Tenant Commissioner Angela Finley). The Authority Commission held its interviews on March 10.

**DISCUSSION and ANALYSIS**

The candidate selected to be HACA’s next Executive Director is Kurt Wiest. Mr. Wiest is currently the Executive Director of the Bremerton WA Housing Authority. He has been in that position for 14 years.

**HACA AGENDA ITEM NO.: 5-1.**

Prior to Mr. Wiest's tenure at Bremerton he held a couple positions here at HACA, including Deputy Director for Programs. Mr. Wiest worked for HACA for 16 years.

The attached Agreement reflects employment terms and conditions, including salary and benefits. Your Commission's Recruitment Committee has agreed to the key terms and Mr. Wiest has signed the Agreement. His start date is June 29, 2020.

**RECOMMENDATION**

Staff recommends that your Housing Commission authorize the Chairperson to execute the attached Agreement on behalf of the Housing Authority.

**EMPLOYMENT AGREEMENT  
FOR EXECUTIVE DIRECTOR  
HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

This Employment Agreement for the position of Executive Director ("Agreement") is entered into as of May 13, 2020 by and between the Housing Authority of the County of Alameda ("HACA" or "Agency") and Kurt Wiest ("Wiest" or "Employee").

**RECITALS:**

WHEREAS, HACA, acting by and through its Housing Commission, wishes to hire Wiest as the Agency's Executive Director; and

WHEREAS, Wiest desires to accept the position as Executive Director of HACA; and

WHEREAS, HACA and Wiest desire to set forth the terms and conditions of Wiest's employment with HACA;

NOW, THEREFORE, HACA and Wiest agree as follows:

**AGREEMENT:**

**1. Employment Term.** HACA hereby appoints and employs Wiest as its Executive Director, and Wiest hereby accepts the appointment and employment as Executive Director. HACA and Wiest agree the appointment and employment will be for a term of three (3) years commencing June 29, 2020. HACA shall advise Wiest six (6) months or more prior to the expiration of this Agreement of its intent to extend the Agreement, enter into a new Agreement, or allow this Agreement to lapse at termination. If HACA does not indicate its intention regarding this Agreement six (6) months or more prior to expiration, then this Agreement, subject to the terms and provisions set forth herein, shall automatically extend for successive six-month terms.

**2. General Duties of Executive Director.** The Executive Director shall be the Chief Executive Officer of HACA and be responsible to the Housing Commission and the Authority Commission for the proper administration of all affairs of the Agency. The Executive Director shall perform the duties established for the Executive Director by the Housing Commission, as reflected in the Executive Director classification (attached), or as otherwise provided by law, ordinance or regulation, including regulations of the U.S. Department of Housing and Urban Development (HUD).

(a) To carry out these responsibilities, the Executive Director shall:

(i) Prepare the agenda and supporting materials for Housing Commission meetings. Attend the meetings of the Housing Commission, including committee meetings, unless excused by the Chair of the Housing Commission.

(ii) Direct the work of all departments of HACA, endeavoring to implement changes that the Executive Director believes will result in greater efficiency, economy, or improved public service in the administration of HACA's affairs and in meeting HACA's mission.

(iii) Execute all documents, reports and certifications required by HUD to be executed by the Executive Director, maintain a responsive and professional relationship with HUD and oversee the submittal of required reports and plans to HUD.

(iv) Develop and maintain professional relationships with local jurisdictions, affordable housing developers, social service organizations and other entities relevant to HACA's business.

(v) Sign contracts binding HACA within the standing authority granted by the Housing Commission, or at the direction of the Housing Commission.

(vi) Recommend to the Housing Commission adoption of such measures as the Executive Director may deem necessary or expedient for the conduct of the Agency's business, the improvement of administrative services, or for directing the future growth and development of HACA.

(vii) Provide for training and development of the capabilities of staff as necessary to build the Agency's team to plan for and meet future challenges.

(b) The Executive Director shall devote their full energy, skill, ability and productive time to the performance of the Executive Director's duties.

(c) The Executive Director shall not engage in any activity which is actually or potentially in conflict with, inimical to, or which interferes with the performance of the Executive Director's duties.

**3. Salary.** Effective June 29, 2020, the Executive Director's annual salary shall be \$225,000.00. The annual salary set forth herein shall be payable in installments at the same time, and in the same manner, as the other management employees of HACA.

**4. Benefit Package.** Subject to the limitations set forth in paragraphs 5-15 herein, the Executive Director shall be granted the same package of benefits as is being provided to HACA's management employees. Any future change to the package of benefits provided to HACA's management employees shall automatically result in an equivalent change in the level of benefits for the Executive Director.

- 5. Vacation.** Employee shall accrue Vacation at the rate used for HACA management employees with 11 to 18 years of service, which currently is 7.69 hours per pay period. This rate acknowledges Employee's 16 years of previous employment with HACA. Should Employee reach 19 years of service with HACA, said accrual rate is 9.23 hours per pay period, There is an overall cap on Vacation accrual of two times an employee's annual Vacation accrual. Employee's Vacation shall be adjusted on the same schedule as all HACA management employees.
- 6. Sick Leave.** Employee shall accrue Sick Leave at the rate for HACA management employees of 4.0 hours per pay period. Employee's accrual rate for Sick Leave shall be adjusted on the same schedule as all HACA management employees.
- 7. Retirement.** HACA shall make the Employer's retirement contribution for Employee to the Alameda County Employees' Retirement Association (ACERA) in accordance with all ACERA requirements on the same basis as other HACA management employees hired on or after January 1, 2013. Employee's share of their retirement contribution will be paid by Employee and is deducted from Employee's paycheck.
- 8. Remaining Vacation and Sick Leave.** Use of or credit for Vacation and Sick Leave remaining upon Employee's separation from HACA will be in accordance with HACA policies and/or ACERA requirements, as applicable.
- 9. Medical and Dental Benefits.** HACA will pay 90% of the Kaiser premium for Employee (plus Employee's eligible family, if applicable) and Employee shall pay 10%. Employee's share is deducted from Employee's paycheck. HACA pays 100% of the dental premium for Employee.
- 10. Automobile.** The Executive Director's duties require use of an automobile. HACA will pay Employee an automobile allowance in the amount paid to Alameda County department heads, which currently is \$318.94 per pay period. Employee's amount will increase in the event Alameda County increases its payment to its department heads.
- 11. Deferred Compensation.** HACA will provide a dollar for dollar match up to \$7,500 annually through an Agency pre-tax 457(b) retirement plan. Employee's matching contribution will be deducted from Employee's paycheck.
- 12. Life Insurance.** In accordance with what it pays for HACA management employees, HACA will pay the premium for \$100,000 in Life Insurance for Employee.
- 13. Relocation.** HACA will provide a one-time relocation allowance of \$7,500 payable on Employee's date of employment. The relocation allowance will be paid in accordance with IRS regulations and may be used by Employee for costs associated with Employee's relocation from Port Orchard, Washington to the San Francisco Bay Area. Should Employee voluntarily terminate from the position within the first two and one-half (2 ½) years of employment, Employee agrees to reimburse HACA on a pro-rated basis.

**14. Dues and Subscriptions.** HACA agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for Employee's continuation and full participation in national, regional, state and local housing authority related associations.

**15. Professional Development.** HACA agrees to budget for and to pay for travel (except for auto travel within the greater SF Bay Area) and subsistence expenses of Employee for professional and office travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for HACA, including but not limited to the NAHRO Annual Conference and such other national, regional, state, and local governmental groups and committees thereof for which Employee serves as a member.

**16. Termination and Severance Pay.** The Authority Commission, consisting of the Alameda County Board of Supervisors and the two Housing Commission tenant representatives, has the authority to terminate the Executive Director, upon recommendation of the Housing Commission.

- (a) Involuntary Termination. The Housing Commission may recommend to the Authority Commission the termination of the services of the Executive Director on thirty (30) days' notice without cause upon an affirmative vote by a majority of the members of the Housing Commission at a duly constituted meeting. Upon agreement of the Authority Commission to such termination, HACA shall pay to the Executive Director severance pay. Such severance pay shall consist of three (3) months' salary.
- (b) Pay in Lieu of Notice. The Housing Commission may recommend to the Authority Commission the termination of the services of the Executive Director without cause and without thirty (30) days' notice by compensating the Executive Director with the severance pay as set forth in section 16 (a) above, together with thirty (30) days of salary, and by doing so require the immediate cessation of the Executive Director's employment.
- (c) Circumstances Not Constituting Involuntary Termination. Involuntary termination does not include:
  - (i) Employee's death or
  - (ii) Employee's incapacitation due to illness or injury.
- (d) Resignation Upon Request. If the Executive Director resigns at the request of the HACA Housing Commission, the Executive Director shall be entitled to severance pay pursuant to section 16 (a) of this Agreement.
- (e) Termination for Cause. In the event the Executive Director is recommended for termination for cause by HACA's Housing Commission during the term or any extension thereof of this Agreement, the Executive



Director shall not be entitled to any severance pay or other payment, except for wages then due. "Cause," for the purpose of this Agreement, shall mean willful misconduct, malfeasance, dishonesty, criminal activity, or conviction of any felony or any misdemeanor involving moral turpitude.

- (f) Voluntary Resignation. Executive Director may, at any time during the term hereof, upon sixty (60) days' written notice to the Chair of the Housing Commission and the Chair of the Authority Commission, resign the position of Executive Director. In that event, the Executive Director shall not be entitled to severance pay. HACA, in its sole discretion, may elect to relieve Executive Director of responsibilities at any time prior to the expiration of the 60-day notice period by paying Executive Director's salary and benefits for the time remaining of the 60-day period.

**17. Executive Director's Evaluation.** HACA, through its Housing Commission, its Personnel Committee or a designated ad hoc committee, shall use best efforts to undertake a performance evaluation of Wiest on approximately an annual basis during the life of this Agreement. The Housing Commission may elect to make adjustments to Wiest's compensation as a result of such evaluation.

Within three months of Wiest's start date, HACA and Wiest agree that the body designated by the Housing Commission and Wiest will meet for an informal discussion of Wiest's understanding of HACA's goals and how Wiest's administration of the affairs of the Agency are contributing to the ability of the Agency to accomplish its mission. HACA also agrees to have an informal performance update to discuss progress against performance objectives approximately eight to 10 months after Wiest begins employment. This informal performance update will be initiated by Wiest.

**18. Other Terms and Conditions of Employment.** HACA, in consultation with the Executive Director, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of the Executive Director, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, any ordinance or regulation of HUD, or other applicable law.

**19. Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party by the United States Postal Service, postage prepaid, and addressed as follows:

*If to HACA:*  
 Housing Commission Clerk  
 Alameda County Housing Authority  
 22941 Atherton Street  
 Hayward, CA 94541

*If to Wiest:*  
 Kurt Wiest  
 7007 SW Dunraven Lane  
 Port Orchard, WA 98367

**20. Entire Agreement.** This Agreement sets forth and establishes the entire understanding between HACA and Wiest relating to the Executive Director's compensation and benefits and terms of employment. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties, by mutual written agreement, may amend any provision of this Agreement. This Agreement shall be binding on HACA and Wiest, as well as their heirs, assigns, executives, personal representatives and successors-in-interest.

**21. Severability.** If any item or portion of this Agreement is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

**22. Employee's Independent Review.** Employee acknowledges that he has had the opportunity and has conducted an independent review of the legal effect of this Agreement.

**23. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. HACA and Wiest agree that any dispute shall be venued in Alameda County, California.

The Parties below have executed this Agreement as of the date first above written:

**HOUSING AUTHORITY OF THE  
COUNTY OF ALAMEDA**

**EXECUTIVE DIRECTOR**

By: \_\_\_\_\_  
Michael Hannon  
Chair, Housing Commission

By:  \_\_\_\_\_  
Kurt Wiest  
Executive Director

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

**AGENDA STATEMENT**

Meeting: May 13, 2020

Subject: Section 8 Administrative Plan Policy Revisions

Recommendation: Approve Proposed Policy Revisions to Admin Plan and COVID-19-Related Exceptions to Admin Plan

Financial Statement: None

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**BACKGROUND**

HACA’s Section 8 Housing Choice Voucher (HCV) Program Administrative Plan (Admin Plan) sets forth HACA’s policies and procedures for administering the Section 8 Program in a manner consistent with HUD requirements and HACA’s HUD-required Agency Plan. HACA’s Admin Plan is available for public review.

From time to time it becomes necessary to amend the Admin Plan in order to incorporate new or changed HUD regulations, new or revised HACA practices or program initiatives, or to make clarifications or corrections. Staff also periodically revises the Admin Plan for citation changes and grammatical or non-substantive edits. Only amendments that substantively change HACA policy are brought to your Housing Commission. Today, revisions to Chapter 6 are being submitted for your approval along with certain temporary supplemental exceptions related to COVID-19.

**DISCUSSION and ANALYSIS**

Staff continues to manage the rapidly evolving situation surrounding the COVID-19 virus and its effect on our HCV program participants and landlords.

Last month you approved a revision to HACA’s Admin Plan to allow the Executive Director, or their designee, to provide reasonable extensions to HACA’s regular 180-day voucher term in response to various types of emergencies, crises, and disasters. After your approval, the Executive Director provided a 60-day extension to all new vouchers issued after April 1 and to all non-expired active vouchers previously issued so that those vouchers now are valid for a total of 240 days.

The President signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act into law on March 27, 2020. The Act provides relief for individuals and businesses that have been negatively impacted by the coronavirus outbreak. HUD has issued various guidance and notices to public housing agencies (PHAs) regarding the Act as described below.

On April 10, 2020, HUD issued Notice PIH 2020-05 that provided various statutory and regulatory waivers for PHAs. There is a separate agenda item authorizing the Executive Director to implement these waivers.

On April 21, 2020, HUD issued *Eviction Moratorium COVID-19 Frequently Asked Questions (FAQ) for Public Housing Agencies* providing guidance to housing authorities on the CARES Act's eviction moratorium for all HUD-assisted housing. This FAQ directs housing authorities not to terminate rental assistance for nonpayment of rent during the eviction moratorium.

On April 22, 2020, HUD provided the third round of its COVID-19 FAQs providing HUD's response to additional COVID-19-related questions submitted by PHAs.

**Admin Plan Change No. 1**

HACA's Admin Plan requires applicants and participants to provide three bank statements for their checking accounts so that staff can average the monthly balance of those three statements in order to determine their value. When net family assets are \$5,000 or less (96% of HACA participants), HACA must include in the participant's annual income the actual income anticipated to be derived from the asset. Application of this policy often delays completion of annual reexaminations while staff waits for three months of statements, causing an increased administrative burden. As many checking accounts are not interest bearing and those that are have very low interest rates, requiring the additional documentation and calculating the three month average has little to no impact on the tenant's portion of the rent or our HAP payment.

**CHAPTER 6 – INCOME AND SUBSIDY DETERMINATIONS**

**Section 6-I.G.: ASSETS-Types of Assets-Checking and Savings Accounts (page 6-21)**

Existing language is changed to require one bank statement rather than three and explain that HACA will use the current balance rather than an average monthly balance of three statements in determining the value of the asset.

## Types of Assets

### *Checking and Savings Accounts*

For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the account is zero.

#### HACA Policy

In determining the value of a checking and savings accounts, HACA will use the average-monthly-current balance for the last three months.

~~In determining the value of a savings account, HACA will use the current balance.~~

In determining the anticipated income from an interest-bearing checking or savings account, HACA will multiply the value of the account by the current rate of interest paid on the account.

### *Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds*

Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested. The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

#### HACA Policy

In determining the market value of an investment account, HACA will use the value of the account on the most recent investment report.

How anticipated income from an investment account will be calculated depends on whether the rate of return is known. For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings). When the anticipated rate of return is not known (e.g., stocks), HACA will calculate asset income based on the earnings for the most recent reporting period.

### *Equity in Real Property or Other Capital Investments*

Equity (net cash value) in a property or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by it and reasonable costs (such as broker fees) that would be incurred in selling it [HCV GB, p. 5-25].

#### HACA Policy

In determining the equity, HACA will determine market value by examining recent sales of at least three properties in the surrounding or similar neighborhood that possess comparable factors that affect market value.

HACA will first use the payoff amount for the loan (mortgage) as the unpaid balance to calculate equity. If the payoff amount is not available, HACA will use the basic loan balance information to deduct from the market value in the equity calculation.

Equity in real property and other capital investments is considered in the calculation of asset income **except** for the following types of assets:

**Admin Plan Change No. 2**

In addition to the waivers available from HUD (a separate agenda item), HACA has some provisions in its Admin Plan that, in normal circumstances, staff is satisfied with and does not wish to change. However, during the COVID-19 crisis, staff has found that temporary exceptions to its policies are necessary in order to keep current participants housed and to accommodate COVID-19-related issues that cannot be addressed through HACA's regular policy. Staff proposes these policy exceptions be updated accordingly as the COVID-19 situation evolves but recommends they expire no later than December 31, 2020, unless further extended by HACA and/or HUD. Given the nature of today's rapidly changing environment surrounding the COVID-19 pandemic, staff requests the administrative flexibility to implement any additional temporary exceptions to its policies to meet these goals, at the discretion of the Executive Director or their designee, in order to best serve the needs of our clients.

Staff will use a supplemental document to the Admin Plan that will track the temporary exceptions to the Plan in response to COVID-19-related issues. Temporary language is proposed:

1. To implement the requirements of various HUD and State of California directives to allow applicants and participants additional time to provide required documents related to their program eligibility.
2. To acknowledge there is a moratorium on termination of assistance due to non-payment of rent.
3. To address Housing Quality Standards (HQS) inspections that were in process at the time staff suspended conducting HQS inspections due to COVID-19. Where there were non-life threatening items that failed inspection and the owner has been unable to complete the repairs due to COVID-19-related issues, staff will consider, on a case-by-case basis, the provision of additional extensions beyond its regular policy. HACA will reinspect these units by October 31, 2020.
4. To allow the addition of family members to a household, even though such addition may increase the voucher size, based on documentation from the family indicating the addition is directly related to COVID-19 and where there are no other housing resources for the additional member.

The chart below will be appended to our Admin Plan.

**COVID-19-RELATED EXCEPTIONS TO THE HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA’S (HACA) HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE PLAN**

This chart summarizes the exceptions HACA will make to its Administrative Plan policies due to COVID-19 in order to keep current participants housed and to accommodate COVID-19-related issues that cannot be addressed through HACA’s regular policy. These policy exceptions will be updated accordingly as the COVID-19 situation evolves and will expire no later than December 31, 2020, unless further extended by HACA and/or HUD.

<b>Exception</b>	<b>Administrative Plan Section</b>	<b>Date Adopted</b>	<b>Date Expired</b>
<p>Per State of California Executive Order N-28-20, HACA will “extend deadlines for housing assistance recipients or applicants to deliver records or documents related to their eligibility for programs.”</p> <p>HACA will grant an additional 10 business days for submitting requested/required documents, upon request. HACA will also consider additional extensions beyond the total 20 business days on a case-by-case basis.</p>	11-I. and 11-II.	3/16/2020	
<p>Per question EM11 of HUD’s <i>Eviction Moratorium COVID-19 FAQs for Public Housing Agencies</i>, during HUD’s eviction moratorium, HACA will not terminate assistance for nonpayment of rent.</p> <p>Further, during the eviction moratorium, for other types of termination of assistance, HACA will consider mitigating circumstances related to COVID-19 in termination decisions. HACA may delay policy enforcement or termination actions related to certain program violations.</p>	12-I. and 12-II.	3/27/2020	
<p>For annual and biennial Housing Quality Standards (HQS) inspections that were in process before HACA deferred annual/biennial inspections, HACA will consider additional extensions to address non-life threatening fail items if the owner is unable to complete repairs due to COVID-19-related issues. These extensions will be considered on a case-by-case basis. HACA will re-inspect these units by October 31, 2020.</p>	8-II.F.	4/10/2020	
<p>On a case-by-case basis, HACA may grant exceptions to its policies for adding family members due to COVID-19-related reasons. HACA will approve additions based on its discretion and consideration of documentation from the family indicating the addition is directly related to COVID-19 where there are no other housing resources for the additional member.</p>	11-II.B.	5/6/2020	

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

**AGENDA STATEMENT**

Meeting: May 13, 2020

Subject: Authorize Executive Director to Implement Applicable  
Waivers Pursuant to HUD Notice PIH 2020-05

Exhibits: Resolution 09-20

Recommendation: Adopt the Resolution Approving the Implementation of  
Various Waivers Authorized by the U.S. Department of  
Housing and Urban Development As a Response to COVID-  
19

Financial Statement: None

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**BACKGROUND**

The U.S. Department of Housing & Urban Development (HUD) issued HUD Notice PIH 2020-05 (Notice) on Friday April 10<sup>th</sup>, 2020. Pursuant to the authority provided under the Coronavirus Aid, Relief and Economic Security (CARES) Act, HUD is waiving and establishing alternative requirements for numerous statutory and regulatory requirements for the Housing Choice Voucher (HCV) program. These waivers provide administrative flexibilities to public housing agencies (PHA) in response to the COVID-19 national emergency.

**DISCUSSION and ANALYSIS**

There are 31 waivers available to PHAs. The use of all, some, or none of the waivers identified in the Notice is at the discretion of the PHA and does not require approval of either the San Francisco or Washington DC HUD offices. HUD strongly encourages PHAs to utilize these waivers to keep their HCV programs operational to the extent practical in order to prioritize mission critical functions when normal operations are restricted.

The waivers generally delay the due date for various activities. For example, annual recertifications due now can be deferred until July 31 but must be completed by December 31. Similarly, biennial Housing Quality Standards (HQS) inspections can be done via owner



self-certification, but the PHA must do an actual physical inspection before the end of the year. Staff anticipates using seven to ten of the waivers but given the nature of today's rapidly changing environment surrounding the COVID-19 pandemic, requests the administrative flexibility to implement any applicable waivers identified in the Notice, at the discretion of the Executive Director, in order to best serve the needs of our clients.

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**RECOMMENDATION**

Staff recommends that your Housing Commission adopt attached Resolution No. 09-20 authorizing the Executive Director or their designee to implement all applicable waivers pursuant to HUD Notice PIH 2020-05.

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

**RESOLUTION NO. 09-20**

**RESOLUTION APPROVING THE IMPLEMENTATION OF VARIOUS WAIVERS  
AUTHORIZED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)  
AS A RESPONSE TO COVID-19**

**WHEREAS**, the U.S. Department of Housing & Urban Development (HUD) issued HUD Notice PIH 2020-05 (Notice) on Friday April 10<sup>th</sup>, 2020; and

**WHEREAS**, the Notice covered a variety of waivers and administrative exceptions that HUD is willing to grant to all public housing agencies to address the requirements of social distancing for the duration of any federal, State, or local directives or Executive Orders that call for minimization of public contact and public interactions in response to the COVID-19 national emergency; and

**WHEREAS**, the Notice contains language that applies to administrative activities related to applicants and existing program participants for the Housing Choice Voucher (HCV) Program; and

**WHEREAS**, the Notice requires a public housing agency to opt in by July 31, 2020 to those waivers that it elects to implement; and

**WHEREAS**, the Notice is intended to provide public housing agencies with the flexibility to adjust program practices where necessary to prioritize mission critical functions when normal operations are restricted and severely constrained; and

**WHEREAS**, administrative flexibility is required to allow the Executive Director to respond to rapidly changing circumstances and to make decisions on a situation-by-situation basis;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of the Housing Authority of the County of Alameda hereby authorizes the Executive Director or their designee to:

1. Implement all applicable waivers identified in HUD Notice PIH 2020-05 that in the Executive Director's or their designee's discretion are appropriate and necessary for the operations of the Housing Authority and in the best interests of the clients and residents served by the Housing Authority.

Housing Authority of the County of Alameda Housing Commission  
Resolution No. 09-20 Approving the Implementation of Various Waivers Authorized by the U.S. Department of  
Housing and Urban Development (HUD) as a Response to COVID-19  
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2. Such waivers shall be for the maximum time allowed by HUD Notice PIH 2020-05 and any revisions.
3. The title of each waiver is noted below in Exhibit A to this resolution.
4. Authority to implement all waivers is retroactive to April 10, 2020.

**PASSED, APPROVED AND ADOPTED** by the Housing Commission of the Housing Authority of the County of Alameda on this 13th day of May 2020 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**EXCUSED:**

**ABSENT:**

**Attest:**

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Christine Gouig  
Executive Director/Housing Commission Secretary

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Michael Hannon  
Housing Commission Chairperson

**Adopted:** \_\_\_\_\_

Housing Authority of the County of Alameda Housing Commission  
Resolution No. 09-20 Approving the Implementation of Various Waivers Authorized by the U.S. Department of  
Housing and Urban Development (HUD) as a Response to COVID-19  
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**EXHIBIT A TO RESOLUTION NO. 09-20**

Below is a list of the topics subject to statutory and regulatory waivers identified in HUD  
Notice PIH 2020-05.

**Subject of Waivers that Apply to the Housing Choice Voucher Program:**

1. PHA 5-Year and Annual Plan Submission Dates, Significant Amendment Requirements.
2. Family Income and Composition: Delayed Annual Examination
3. Family Income and Composition: Annual Examination-Income Verification Requirements
4. Family Income and Composition: Interim Examinations
5. Enterprise Income Verification (EIV) Monitoring
6. Family Self-Sufficiency (FSS) Contract of Participation; Contract Extension Requirements
7. Waiting List: Opening and Closing; Public Notice
8. Uniform Financial Reporting Standard; Filing of Financial Reports; Reporting Compliance Dates
9. PHA Reporting Requirements on HUD Form 50058
10. Initial Inspection Requirements
11. Project-Based Voucher (PBV) Pre-HAP Contract Inspections, PHA Acceptance of Completed Units

**EXHIBIT A TO RESOLUTION NO. 09-20  
(Continued)**

12. Initial Inspections: Non-Life-Threatening Deficiencies (NLT) Option
13. HQS Initial Inspection Requirement-Alternative Inspection Option
14. HQS Inspection Requirement-Biennial Inspections
15. HQS Interim Inspections
16. PBV Turnover Unit Inspections
17. PBV HAP Contract-HQS Inspections to Add or Subtract Units
18. HQS Quality Control Inspections
19. Housing Quality Standards; Space & Security
20. Home ownership Option-Initial HQS Inspection
21. Revisions to the Administrative Plan
22. Information When Family is Selected-PHA Oral Briefing
23. Term of Voucher-Extension of Term
24. PHA Approval of Assisted Tenancy-When HAP Contract is Executed
25. Absence from Unit
26. Automatic Termination of HAP Contract
27. Increase in Payment Standard under HAP Contract Term
28. Utility Allowance Schedule-Required Review and Revision

Housing Authority of the County of Alameda Housing Commission  
Resolution No. 09-20 Approving the Implementation of Various Waivers Authorized by the U.S. Department of  
Housing and Urban Development (HUD) as a Response to COVID-19  
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**EXHIBIT A TO RESOLUTION NO. 09-20  
(Continued)**

- 29. Homeownership Option-Homeownership Counseling
- 30. Family Unification Program (FUP) FUP Youth Age Eligibility to Enter into HAP Contract
- 31. Section Eight Management Assessment Program (SEMAP)

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

**AGENDA STATEMENT**

Meeting: May 13, 2020

Subject: Personnel Rule Revisions

Exhibits Attached:           - Resolution No. 10-20 Approving Amendments to the Personnel Rules  
                                      - Attachment A: tracked and clean versions of the Rules

Recommendation:       Adopt Resolution No. 10-20

Financial Statement:   None

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**BACKGROUND**

On March 11, 2020, your Commission's Personnel Committee approved recommended changes to the Personnel Rules. Personnel Rule 1.2 states that the Personnel Rules may be amended by a resolution adopted by the Housing Commission on the recommendation of the Personnel Committee.

**DISCUSSION and ANALYSIS**

Staff is currently undertaking a rewrite of the Personnel Rules to bring them up to date, correct grammar and misspellings, better organize the provisions and format the Rules in a more logical manner. These types of amendments do not require a notice or meet and confer as there are no changes to terms and conditions of employment for employees.

The Personnel Rules were originally written as part of HACA's process of establishing itself as an independent public agency over 40 years ago. From time to time, certain provisions of the Rules have been revised when terms and conditions of employment have changed as a result of labor negotiations or changes to management benefits have been implemented, but otherwise they are as they were when first written.

This project is too cumbersome to implement all at once; therefore, revisions to the Rules will be handled in sections. Most revisions involve considerable reorganization of articles and sub-sections as well as re-wording for simplification and clarity. Staff has included both tracked and clean versions of all the revisions, although the tracked versions are very difficult to read so you may want to focus on the clean versions.

For your review and consideration today are the following Articles:

- Article 1 – General Rules
- Article 2 – Conflicts of Interest
- Article 3 – Management Employee Provisions
- Article 4 – Salary Administration

Revisions to these rules were approved by your Personnel Committee at its March meeting to re-organize, simplify and update the language to reflect current policy and procedures. The Personnel Committee recommended that your Commission adopt the attached resolution revising the Personnel Rules as described.



**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

**RESOLUTION NO. 10-20**

**RESOLUTION APPROVING REVISIONS TO THE  
HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA’S PERSONNEL RULES**

**WHEREAS**, the Housing Authority of the County of Alameda (“HACA”) has implemented Personnel Rules governing certain terms and conditions of employment for both management and non-management employees; and

**WHEREAS**, Section 1.2 of said Personnel Rules allows for amendment of these rules by resolution adopted by the Housing Commission on the recommendation of the Personnel Committee; and

**WHEREAS**, at its meeting of March 11, 2020, the Housing Commission’s Personnel Committee approved certain revisions to Personnel Rules 1 through 4 to improve organization and clarity and to reflect the current intent of policy and procedures;

**NOW, THEREFORE, BE IT RESOLVED**, that the Housing Commission of the Housing Authority of the County of Alameda does hereby approve the recommended revisions to Personnel Rules 1 through 4 as presented at this meeting.

**PASSED, APPROVED AND ADOPTED** by the Housing Commission of the Housing Authority of the County of Alameda on this 13th day of May 2020 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**EXCUSED:**

**ABSENT:**

**Attest:**

\_\_\_\_\_  
Christine Gouig  
Executive Director/Housing Commission Secretary

\_\_\_\_\_  
Michael Hannon  
Housing Commission Chairperson

**Adopted:** \_\_\_\_\_

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

**AGENDA STATEMENT**

Meeting: May 13, 2020

Subject: Budget/Audit/Negotiations Committee

Exhibits Attached: None

Recommendation: Appoint Committee Member

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**BACKGROUND**

In February 2011, your Commission combined its Budget/Audit Committee with its Negotiations Committee since the outcomes of the budget and the negotiations processes are so closely linked to one another.

The duties of the Budget/Audit/Negotiations (BAN) Committee include:

- Reviewing the draft budget prepared by staff and communicating to the Commission its recommendations related to the budget;
- Meeting and consulting with management during the labor negotiations process as it relates to the memorandum of understanding (MOU) between HACA and SEIU 1021;
- Overseeing the independence and performance of the independent auditors;
- Providing an avenue of communication among the independent auditors, staff, and the Commissioners; and
- Representing and providing assistance to the Commission in fulfilling its fiduciary obligations with respect to matters involving the accounting, auditing, and financial reporting functions of the Housing Authority.

There is no established term for BAN members and new committee members are appointed when a current committee member leaves the committee. The BAN has always had four members, although there is nothing that requires that number.

**DISCUSSION**

Commissioners Ballew, Hannon, Gerry and former Commissioner Helen Buckholz comprised the BAN last year. Due to former Commissioner Buckholz's resignation from the Housing Commission, a new BAN member is needed. Staff recommends your Commission ascertain interest from among Commission members and appoint someone to fill former Commissioner Buckholz's position.

# **BUDGET STATUS REPORT**

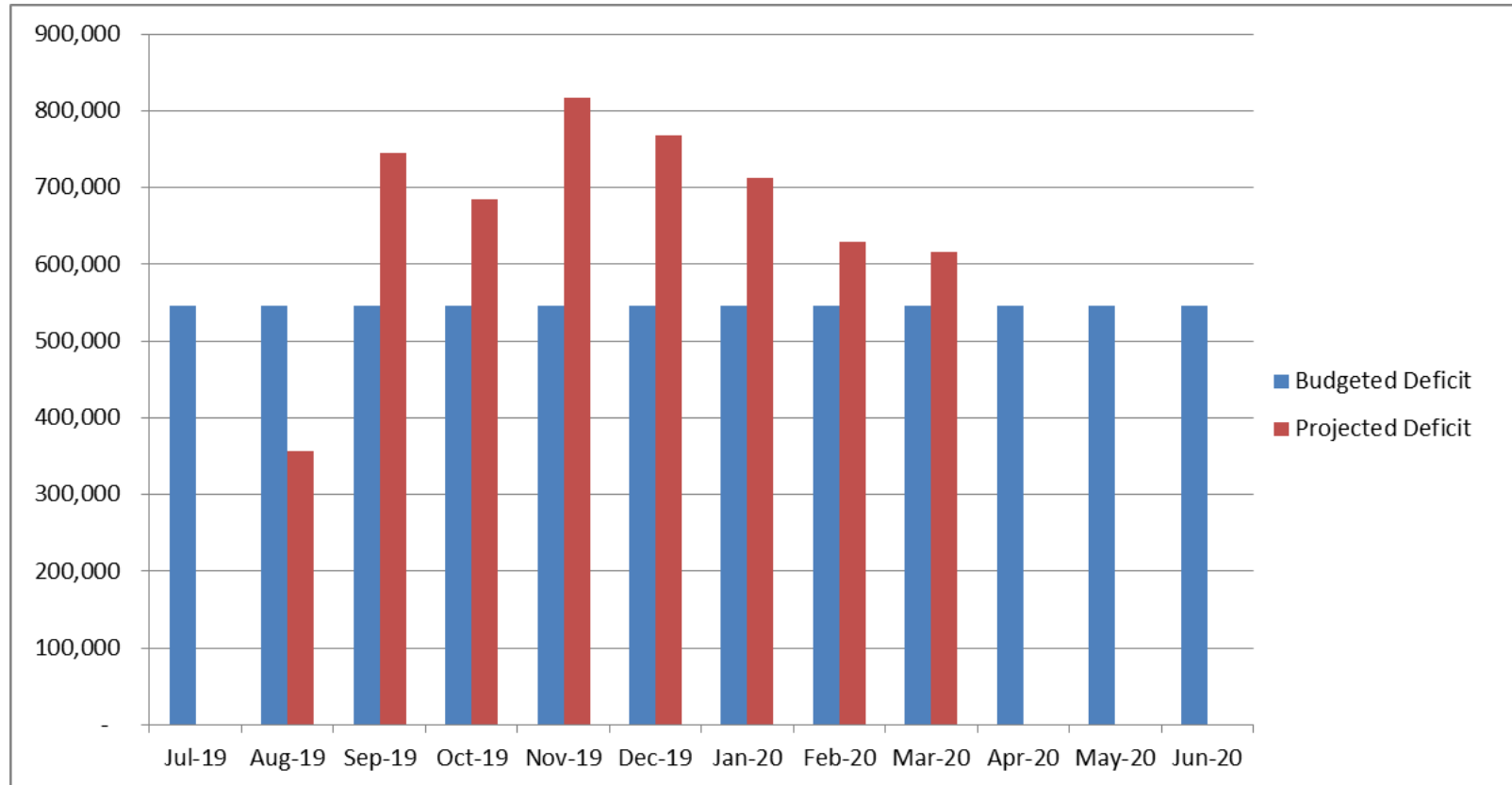
**Housing Authority of the County of Alameda**  
**HOUSING CHOICE VOUCHER**  
**Administrative Budget Status Report FYE June 30, 2020**  
**March 2020**

<b>FY 2020 - HCV OPERATING BUDGET</b>	<b>Budgeted @ 3/31/2020</b>	<b>Actual @ 3/31/2020</b>	<b>OVER (UNDER)</b>	<b>PROJECTED 6/30/2020</b>	<b>SCH. NO.</b>	<b>2019 BUDGET</b>	<b>2020 BUDGET</b>	<b>DIFFERENCE</b>
<b>INCOME</b>								
Investment Income	31	5	(26)	7	A1	500	42	(459)
Misc. Income	245,639	204,128	(41,511)	323,260	A1	327,518	327,518	0
Grant Income	0	0	0	0				0
Administrative Fee Income	5,555,016	5,361,609	(193,407)	7,148,811	A	6,946,058	7,406,688	460,630
<b>TOTAL INCOME</b>	<b>5,800,686</b>	<b>5,565,742</b>	<b>(234,944)</b>	<b>7,472,078</b>		<b>7,274,076</b>	<b>7,734,248</b>	<b>460,172</b>
<b>EXPENSES</b>								
<b>Administration</b>								
Salaries	(2,996,349)	(2,859,749)	136,600	(3,995,132)	B-1&2	(3,969,090)	(3,995,132)	(26,042)
Other Admin.	(1,338,146)	(1,123,168)	214,978	(1,661,745)	C-1&2	(1,695,551)	(1,784,194)	(88,643)
<b>Total</b>	<b>(4,334,495)</b>	<b>(3,982,917)</b>	<b>351,578</b>	<b>(5,656,878)</b>		<b>(5,664,641)</b>	<b>(5,779,327)</b>	<b>(114,685)</b>
<b>General</b>								
Insurance	(138,277)	(85,237)	53,040	(113,650)	E	(224,511)	(184,369)	40,142
Employee Benefits	(1,737,883)	(1,733,395)	4,488	(2,317,177)		(2,262,381)	(2,317,177)	(54,795)
Miscellaneous	0	0	0	0		0	0	0
<b>Total</b>	<b>(1,876,160)</b>	<b>(1,818,632)</b>	<b>57,527</b>	<b>(2,430,826)</b>		<b>(2,486,893)</b>	<b>(2,501,546)</b>	<b>(14,653)</b>
<b>Total Routine Expenses</b>	<b>(6,210,655)</b>	<b>(5,801,549)</b>	<b>409,105</b>	<b>(8,087,704)</b>		<b>(8,151,534)</b>	<b>(8,280,873)</b>	<b>(129,339)</b>
<b>Capital Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	D2	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL EXPENSES</b>	<b>(6,210,655)</b>	<b>(5,801,549)</b>	<b>409,105</b>	<b>(8,087,704)</b>		<b>(8,151,534)</b>	<b>(8,280,873)</b>	<b>(129,339)</b>
<b>Income (Deficit)</b>						<b>(877,458)</b>	<b>(546,625)</b>	
<b>NET INCOME (DEFICIT)</b>	<b>(409,969)</b>	<b>(235,807)</b>	<b>174,162</b>	<b>(615,626)</b>		<b>(877,458)</b>	<b>(546,625)</b>	<b>330,833</b>

Unrestricted Net Position @ 6/30/18 856,404  
 Projected Income (Deficit) @ 6/30/19 (647,168)  
 Budgeted Income (Deficit) FYE 6/30/20 (546,625)  
 Projected Unrestricted Net Position @ 6/30/20 (337,389)

Projected Deficit Prior month (628,412)  
 Projected Deficit current month (615,626)

Budgeted vs Projected Deficit



# **PROGRAM ACTIVITY REPORT**

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

**AGENDA STATEMENT**

Meeting: May 13, 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

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**SECTION 8 HOUSING CHOICE VOUCHERS (HCV)**

- **Lease-Up:** As of May 1, 2020, the Section 8 HCV program had 6,111 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 May 1, 2020, the average HAP subsidy was \$1,708 and the average tenant-paid rent portion was \$548 for an average Contract Rent of \$2,256. These amounts include HACA vouchers, but do not include incoming and outgoing portability clients.
  - ❖ As of May 1, 2020, HACA had 155 outgoing billed portability contracts (i.e., HACA voucher holders who are housed in another housing authority's jurisdiction).
  - ❖ As of May 1, 2020, HACA billed other housing authorities for 390 incoming portability contracts.
  - ❖ As of May 1, 2020, 223 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.

- HCV Housing Quality Standards (HQS) Abatements:** During the first quarter of 2020, HACA scheduled 831 annual inspections. Of those, 612 (74%) passed inspection the day they were inspected, 103 (12%) failed inspection, and 116 (14%) were “no shows” that had to be rescheduled. Additionally, HACA abated nine HAP contracts in Q1 2020 for non-compliance with HQS.
- Landlord Rental Listings:** As of May 4, 2020, there were 70 active properties listed. Staff had anticipated being able to get data on the number of landlords new to the Section 8 program, that is, those who are listing their available unit with *GoSection8* for the first time. However, *GoSection8* has been unable to provide this information. Staff will remove the Landlord Rental Listing Report chart from this report and begin providing the data in the following format:

	6/3/19	7/1/19	8/1/19	9/3/19	10/1/19	11/4/19	12/1/19	1/2/20	2/3/20	3/2/20	4/1/20	5/4/20
Units	43	39	53	55	48	49	63	58	58	64	63	70



**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**  
**Section 8 Contract and HAP Report for the Month of April 2020**

City	Certificates		Vouchers		APRIL 2020 TOTAL		APRIL 2019	APRIL 2018
	Number	HAP*	Number	HAP**	Number	HAP		
		based on avg \$1,916		based on avg \$1,708				
Albany	0	\$0	12	\$20,496	12	\$20,496	15	18
Castro Valley	4	\$7,664	212	\$362,096	216	\$369,760	226	215
Dublin	3	\$5,748	394	\$672,952	397	\$678,700	404	398
Emeryville	6	\$11,496	146	\$249,368	152	\$260,864	146	154
Fremont	21	\$40,236	1,080	\$1,844,640	1,101	\$1,884,876	1,046	1,060
Hayward	44	\$84,304	1,858	\$3,173,464	1,902	\$3,257,768	1,940	1,982
Newark	5	\$9,580	226	\$386,008	231	\$395,588	217	211
Pleasanton	4	\$7,664	221	\$377,468	225	\$385,132	218	206
San Leandro	14	\$26,824	1,320	\$2,254,560	1,334	\$2,281,384	1,310	1,358
San Lorenzo	3	\$5,748	180	\$307,440	183	\$313,188	192	202
Union City	6	\$11,496	685	\$1,169,980	691	\$1,181,476	706	730
<b>TOTALS</b>	<b>110</b>	<b>210,760</b>	<b>6,334</b>	<b>10,818,472</b>	<b>6,444</b>	<b>11,029,232</b>	<b>6,420</b>	<b>6,534</b>

\* Based on an average April Housing Assistance Payment (HAP) of \$1,916 per certificate contract

\*\*Based on an average April Housing Assistance Payment (HAP) of \$1,708 per voucher contract

## HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

Section 8 Average Contract Rent Report for the Month of April 2020

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	11	\$1,700	\$1,355	\$415	24%
Castro Valley	212	\$2,308	\$1,757	\$551	24%
Dublin	393	\$2,208	\$1,696	\$511	23%
Emeryville	146	\$1,819	\$1,282	\$538	30%
Fremont	1,074	\$2,425	\$1,855	\$569	23%
Hayward	1,846	\$2,178	\$1,629	\$548	25%
Newark	226	\$2,599	\$1,885	\$713	27%
Pleasanton	221	\$2,031	\$1,603	\$428	21%
San Leandro	1,319	\$2,199	\$1,656	\$543	25%
San Lorenzo	179	\$2,493	\$1,797	\$694	28%
Union City	682	\$2,438	\$1,833	\$602	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.



**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:** April 28, 2020

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<b>Program Summary</b>	<b>April 2020</b>
Total Clients Under Contract:	200
MDRC:	100
Graduates:	2
Escrow Disbursed:	\$49,847.00
Ports In:	0
Ports Out:	2
Terminations:	0
New Contracts:	3

**FSS PROGRAM NEWS:**

**FSS Program Update**

The FSS team continues to support our participant families during the COVID-19 Shelter in Place Order. We continue to reach out to participants to offer support and provide community resources. The FSS team remains available for our participant families who have questions, concerns or require information about available resources. Additionally, we continue to work with our partners in order to stay up to date on services they are offering remotely to serve our participant families.

**Case Management Referrals = 7**  
**Job Referrals = 40**

# **ATTACHMENT A**

# Article 1 GENERAL RULES

## Section 1.1 APPOINTING AUTHORITY

The appointing authority shall be the Executive Director, unless otherwise required by law or determined by the Housing Commission. The ~~Executive Director or their designee Commission~~ shall have ~~full~~ authority over ~~the elimination of positions, or authorizing creation of new positions and the recruitment of vacant positions.~~ upon recommendation by the Personnel Committee and related financial matters.

## Section 1.2 AMENDMENTS TO RULES

These rules may be amended by a resolution adopted by the Housing Commission ~~on~~ following the recommendation of the Personnel Committee, provided that ~~the Personnel Committee shall first provide~~ reasonable advance notice of any proposed amendment impacting terms and conditions of employment for bargaining unit ~~to~~ employees ~~of the Authority and their~~ be provided to the recognized employee organizations when required by law. ~~and shall then hold a hearing thereof. If requested by the employee organization, the Personnel Committee shall then hold a hearing regarding the proposed amendments.~~ Prior to the recommendation or adoption of any such amendment, the ~~Personnel Committee and the Housing Commission~~ Housing Authority shall meet and confer with the recognized employee organizations ~~when~~ re required by law.

### A. Additional Rules

The Executive Director or their designee may recommend additional rules in accordance with applicable law after meeting and conferring with the recognized employee organization when required by law. These recommendations shall be in accordance with Section 1.2.

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## Section 1.3 ADDITIONAL RULES

~~The Executive Director may prescribe additional rules not inconsistent herewith and in accordance with applicable State law after meeting and conferring with recognized employee organizations where required.~~

## Section 1.4 EFFECTS OF MEMORANDUM OF UNDERSTANDING CONFLICTS WITH LABOR AGREEMENTS

The provisions of ~~any the~~ Memorandum of Understanding ~~arrived at after meeting and conferring in good faith~~ between the Housing Authority ~~representatives~~ and the ~~representative of~~ recognized employee organizations shall prevail over any provisions of these rules contained herein in the event of inconsistencies, conflicts or contradictions between the two during the term of the Memorandum of Understanding. Upon expiration of the Memorandum of Understanding, the provisions of these rules shall prevail until a successor Memorandum of Understanding is negotiated.

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**Section 1.5**                    **DELEGATION OF POWERS AND DUTIES**

Whenever ~~by~~ these rules ~~grant~~, a power ~~or duty is granted~~ to the Executive Director, ~~or a duty imposed~~, that power or duty may be exercised or performed by the Executive Director personally or ~~by the Executive Director's designee. , as provided in these rules, by the person to whom the Executive Director delegates such power or duty.~~

Article 2

**CONFLICTS ~~OF INTEREST AND, INCOMPATIBILITY OF~~ OFFICES,  
OTHER PROHIBITED ACTS**

**Section 2.1 INCOMPATIBLE EMPLOYMENT**

No ~~appointive~~ Housing Authority officer or employee ~~who receives compensation as such~~ shall have any other employment or engage in any ~~other~~ activity, which ~~employment is, by law or in fact,~~ considered to be incompatible with ~~his/her~~ their Housing Authority employment. ~~by the Authority.~~

**Section 2.2 SAME: INTEREST IN CONTRACTS; AND RECEIPT OF COMMISSIONS OR GIFTS**

A. No officer or employee shall be interested directly or indirectly in any contract or transaction with the Housing Authority, or become surety upon any bond given to the Housing Authority. No officer or employee shall receive any commission, ~~money, gift, or thing of value,~~ consideration or derive any profit, benefit or advantage, ~~directly or indirectly, resulting from or by reason of~~ any dealings transactions with, or services ~~for provided to~~ the Housing Authority (~~by himself/herself or otherwise, except his/her lawful~~ excluding compensation ~~as such for being an~~ officer or employee).

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B. Any violation of the provisions of this section shall render the contract or transaction voidable at the option of the Commission, and may be grounds for disciplinary action up to and including termination from employment and if appointed removal from office.

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C. This section shall ~~also~~ apply to ex-employees for a period of one year following ~~voluntary or involuntary separation~~ termination of employment with the Housing Authority, provided that the Housing Authority shall cooperate with and assist employees and former employees in requesting clarification, limitation and possible waiver of ~~this applicable~~ regulations ~~by of~~ the U. S. Department of Housing and Urban Development's ~~pursuant to Section 515 of the~~ Annual Contribution Contract, Section 515.

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**Section 2.3 SAME: FAITHFUL PERFORMANCE OF DUTIES**

No employee shall show preference and/or bias because of friendship, relation or other affinity in the provision of services to clients and contractors of the Housing Authority.

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**Section 2.4 VIOLATIONS: DUTY OF OFFICERS AND MANAGEMENT EMPLOYEES**

A. Every appointed officer or management employee who has knowledge of ~~the~~ violations or potential violations of ~~the provisions of~~ Sections 2.1 through 2.34 of this Article shall immediately report ~~such the information violation~~ to the Executive Director, ~~and if failing so to do so~~ may be ~~removed from his/her office or grounds for disciplinary action up to and including termination from~~ employment or removal from office.

B. All appointed officers and management employees of the Housing Authority are required to comply with the requirements of the State of California’s Political Reform Act of 1974 regarding conflict of interests. This includes an annual filing of Form 700 with the Fair Political Practices Commission.

B. C. All appointed officers and management employees of the Housing Authority are required to comply with the provisions of the Housing Authority’s Conflict of Interest Code, Gift Policy & Procedure and other policies relating to potential conflicts of interest.

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**Section 2.5 ANTI-NEPOTISM – TO BE CARVED OUT AS A STAND ALONE POLICY**

~~In the event that a familial relationship between employees of the Authority results in problems of supervision, safety, security or morale, the Authority may take appropriate action to correct such problems, but only after first counseling the employees involved and then, if necessary, making every reasonable effort to reassign job duties so as to eliminate or minimize such problems. Any discipline imposed as the result of such problems shall be based only on the job performance and job-related activities of the employees involved.~~

~~In the event that an applicant for employment with the Housing Authority shares a familial relationship with an employee of the Housing Authority, the Authority may deny employment to such applicant where there would be the potential for creating a negative impact on supervision, safety, security or morale. However, before denying employment to an applicant who is married to an employee of the Authority, the Authority may, for business reasons of supervision, safety, security or morale refuse to have one spouse supervise or work under the other spouse, or refuse to place both spouses in the same business work unit if the work involves potential conflicts of interest or other hazards greater for married couples than for other persons. No employee of the Authority shall serve on the Housing Commission nor shall any employee of the Authority share a familial relationship with any member of the Housing Commission. If a person with whom an employee shares a familial relationship is appointed to the Housing Commission, the employee shall have an absolute right to retain his or her position. The proposed member shall not be seated until such time as the employee voluntarily resigns. Should the employee elect to retain his or her position, the member cannot be seated. For these purposes, a "familial relationship" is defined as that which exists between a person and his or her mother, stepmother, father, stepfather, spouse, son stepson, daughter, stepdaughter, brother, sister, foster parent, fosterchild, or any other person sharing the relationship of in loco parentis, and, when living in the household of the employee, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents and grandchildren.~~

This section should become a stand-alone policy which is recommended to be written in simpler terms and enhanced to also include a no-fraternization provision. Policy could be called “Nepotism and Fraternalization Policy”

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**NOTE: article 3 is split into 2 articles – one for the management provisions (Article 3) and the rest of art 3 is salary administration (which becomes article 4).**

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### Article 3

## ADMINISTRATION OF THE PAY PLAN MANAGEMENT EMPLOYEE PROVISIONS

### Section 3.1 ADOPTION OF THE SALARY RESOLUTION EMPLOYEES IN "M" DESIGNATED CLASSIFICATIONS

The Housing Commission, at the last Commission meeting of the fiscal year, shall adopt a salary resolution showing the compensation rates and applicable special conditions for each classification in the Housing Authority for the following fiscal year. The Housing Commission may adopt amendments to this resolution, as needed during the course of the year. Management salaries shall be recommended to the Housing Commission by the Executive Director prior to the end of the fiscal year.

- A. Employees working in classifications that are designated with "M" are subject to the provisions of this Article. The "M" designated classifications are FLSA-exempt management classifications. This Article is not intended to and does not establish vested or contractual rights and is subject to change at any time by the Housing Commission without the substitution of comparable benefits.
- B. Changes in benefits or other terms and conditions of employment that are negotiated between the Housing Authority's bargaining unit and the exclusive bargaining representative are also applicable to all management employees in "M" designated classifications in addition to the provisions in this Article..

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### Section 3.2 FULL-TIME POSITIONS SALARY

Management classifications ("M" designated) are assigned a salary range as determined by the Executive Director. The salary range schedule is approved by the Housing Commission.

1. Except as herein otherwise provided, where compensation is designated by a schedule of steps, the rate of compensation in case of an original appointment shall be at the rate designated under the first step. After a person completes thirteen full bi-weekly pay periods of continuous full-time service in the same classification at the first or second step, he/she shall advance to the next step. After he/she has completed twenty-six full bi-weekly pay periods of continuous service in the same classification at the third or fourth step, he/she shall advance to the next step.
2. The anniversary date of an employee shall always be the first day of a bi-weekly pay period. For purposes of determining effective dates of advancement to higher steps, the anniversary date of a person shall be the first day of the bi-weekly pay period the appointment is effective, provided that such appointment is effective in the first five calendar days of that pay period, excluding holidays; otherwise, the anniversary date shall be the first day of the succeeding bi-weekly pay period.

~~3.—Where compensation is designated by a deep range pay schedule, the rate of compensation in the case of an original appointment may be anywhere in the range below the control point and the following rules apply:~~

- ~~a.—If a person is appointed in the first quarter of the fiscal year, their anniversary date for merit review shall be the first day of the first pay period of the subsequent fiscal year. Any merit increase applied to the salary would be based on the number of full bi-weekly pay period they have completed in the previous fiscal year.~~
- ~~b.—If a person is appointed after the first quarter of the fiscal year, their first merit review shall be due after completion of 26 full bi-weekly pay periods. Their subsequent merit review shall be due on the first day of the first pay period of the subsequent fiscal year. Any merit increase applied to the salary would be based on the number of full bi-weekly pay periods they have completed since the previous merit review.~~
- ~~e.—Except as indicated above, employees in deep range pay schedules shall have merit reviews due on the first day of the first pay period of each fiscal year.~~

### ~~Section 3.3~~ PERSONS WORKING LESS THAN FULL-TIME

~~A person working less than full time in a position in a classification for which the compensation is designated by a schedule of steps shall advance in the same manner as provided in Section 3.2 above, provided that an equivalent number of working days or hours shall be worked to qualify for advancement within the schedule of steps.~~

### ~~Section 3.4~~ APPOINTMENTS ABOVE THE FIRST STEP

~~The Executive Director may authorize an initial appointment to any classification at any step in the salary range for said classification provided the request of the Executive Director demonstrates that it is in the best interest of the Housing Authority. The criteria utilized in reviewing the request includes:~~

- ~~—(1) Affected classification is one for which it is difficult to recruit qualified candidates; and either~~
- ~~—(2) Candidate has exception education/experience that warrants a starting salary above the first step; or~~
- ~~—(3) Salary being requested is consistent with the candidate's recent salary history.~~

~~The Executive Director shall consider the immediacy of need for filling the position in authorizing such requests.~~

**Section 3.5 — CHANGES TO POSITION WITH SAME SALARY NOTES**

If any person changes his/her position to a classification with the same salary notes, such person shall receive a step rate in the new position that will not result in his receiving less than the amount which was received by him/her in such preceding position, and he/she shall be entitled to receive thereafter increases and compensation as provided in Section 3.2.

**Section 3.6 — CHANGES BY TRANSFER OR TO POSITION OF LOWER GRADE**

In the event of a transfer by a person from one position to another, or the appointment of a person to another position of lower grade, such person shall be entitled to credit in the new position for the period of service in the former position and shall be entitled to receive such further step increases and compensation as are provided for in Section 3.2.

**Section 3.7 — CHANGES TO POSITION OF HIGHER GRADE**

If a person is promoted to a classification with a higher salary schedule, he/she shall receive the amount provided in the schedule for the latter position which is next higher but not less than three percent more than the amount he/she was receiving in the former position, and shall receive a new anniversary date for salary purposes; provided, however, that if the resultant increase in compensation is less than five percent, the length of time he/she is required to serve in the new salary step as provided in Section 3.2 shall be reduced by one half. For the purposes of calculating the appropriate salary step when an employee receives a promotion, "base pay" shall include all compensation which is related to job qualifications, duties and is received on a regular basis (i.e., every pay period). Overtime is excluded from base pay.

**Section 3.8 — EMPLOYEES CHANGING FROM AN INTERMITTENT TO A REGULAR POSITION**

Any employee changing from an intermittent to a regular position in the same classification (i.e., Clerk II "N" and Clerk II), shall be entitled to credit in the new position for service time in the former intermittent position.

**Section 3.9 — EFFECTS OF ABSENCES ON SALARY INCREMENTS**

- 3.9.1** — Absence on authorized leave with pay and absence on military leave shall not be considered an interruption of occupying a position.
- 3.9.2** — Any absence within the first two bi-weekly pay periods of service which would have been compensated for had it not fallen within such period, shall not be considered an interruption of occupying a position.

~~3.9.3~~—Occupying another position in the Authority service shall not be considered an interruption of occupying the previous position while on authorized leave therefrom.

~~Section 3.10~~ — ~~FRACTIONS OF PAY PERIODS~~

~~Bi-weekly pay periods of employment shall be the basis for determining length of service. If an employee is compensated on a per hour or per diem basis or for a fraction of a bi-weekly pay period, such periods of service shall be totaled and converted to full bi-weekly pay periods to determine the appropriate rate of compensation.~~

~~Section 3.11~~ — ~~CLASSIFICATION, RECLASSIFICATION, ALLOCATION OR REALLOCATION~~

~~Notwithstanding any other provisions of these rules, when the classification, reclassification, allocation, or reallocation of a position becomes effective, a person occupying such position shall receive compensation as follows:~~

~~3.11.1~~ — If the rate or schedule of steps of the new classification is higher at the maximum than his/her former classification, a person shall receive compensation specified in Section 3.7.

~~3.11.2~~ — If the rate or schedule of steps of the new classification is lower at the maximum than his/her former classification, a person shall continue to receive the same compensation received in the former classification on the effective date of such action, and in addition, shall receive such further step increases which apply to the new classification, and shall retain his/her anniversary date.

~~Section 3.12~~ — ~~REINSTATEMENT~~

~~Every regularly appointed employee who has resigned and who is reinstated within three years shall for purposes of this Article be deemed to have been on leave of absence without pay during the period preceding such reinstatement.~~

~~Section 3.13~~ — ~~COMPENSATION FOR PORTION OF BI-WEEKLY PAY PERIOD WORKED~~

~~Any person occupying a full-time position in a job class to which a bi-weekly salary is affixed, who is scheduled to work less than full-time, or who is on leave without pay or absent without pay from such position, during any bi-weekly pay period shall be paid the pro-rate portion of the bi-weekly salary that the number of hours or days worked by such person bears to the total working hours or days for that job class in such bi-weekly pay period.~~

~~Section 3.14~~ — ~~STEP DEFINED~~

~~A "step" is an increment approximating five percent on the schedules of bi-weekly compensation set forth in these rules, unless a person is at the top salary set forth for his/her classification in which case a "step" is five percent above that salary.~~

**Section 3.15 — PART-TIME IN FULL-TIME POSITIONS**

The appointing authority may fill any authorized position with more than one employee, provided however, that the combined hours worked by persons filling that position do not exceed the work week for the class to which the position is allocated, and provided further that funds for such positions have been included in the Authority approved budget.

**Section 3.16 — ADDITIONAL COMPENSATION****3.16.1 — CALL-BACK PAY**

Unless otherwise provided in these Rules or in a current, valid Memorandum of Understanding, a person who is otherwise eligible to earn compensated overtime, called back to work shall be compensated at the premium overtime rate for such work, provided, however, that the minimum compensation shall be two hours at the overtime rate.

**3.16.2 — TEMPORARY ASSIGNMENT TO 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 10 days in any 12-month period, which payment shall be retroactive to the first day of such services; provided, however, that the full range of duties of the higher level position has been specifically assigned in writing by the Executive Director or his/her designee. For the purposes of this Article, 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.

**3.16.3 — LONGEVITY**

In addition to the compensation specified in these Rules, a person shall also be entitled to service awards granted by the Housing Commission.

**3.16.4 — SUGGESTIONS**

In addition to the compensation specified in these Rules, a person shall also be entitled to awards for safety or other suggestions, in accordance with an awards program approved, and established by the Housing Commission.

**3.16.5 — POSITIONS DESIGNATED BILINGUAL**

Upon approval of the Executive Director, who will advise the Personnel Committee, a person occupying a position designated as requiring fluency in a language other than English shall receive \$50/pay period or an amount equal to that paid for such positions in the County of Alameda which ever is higher. The following criteria shall be used in evaluating the need for bilingual designation of a position:

1. — Position provides a service to the general public, and

2. Evidence exists that there is an improved result in rendering client service by the employee being bilingual and the position involves contact with clients who are essentially non-English speaking at least 10% of the time.

**3.16.6 ALTERNATE RANGE**

Upon the approval of the Executive Director, persons occupying positions under Items 3614, 3615 and 3618 shall receive, in addition to compensation otherwise provided for, an additional step compensation where such persons meet the "alternate range" criteria defined in the class specification.

**3.16.6.1** Upon approval of the Executive Director, persons occupying one position of Administrative Clerk (3618) assigned to the Dublin office shall receive compensation equal to the Account Clerk classification (3620) so long as accounting duties are assigned regularly.

**3.16.6.2** Upon approval of the Executive Director, persons occupying a position of Account Clerk (3622) may be paid an additional 15% above their base pay while the Finance Manager (3692M) or Accountant (3693M) is on a leave of absence or the positions vacant. Said clerks shall be assigned additional duties such as directing the check balancing process, bank reconciliation's and general ledger closing, which are regularly performed by the higher class. Such appointments shall not exceed 5 months in any fiscal year.

**Section 3.17 PERSONS IN "M" DESIGNATED CLASSIFICATIONS**

Notwithstanding any other provision of these Rules, only employees 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:**

Employees shall receive the salary determined by the Housing Commission.

**Section 3.3 WORK WEEK**

**3.17.2 Work Week:**

**A. FLSA Exempt Status**

All "M" designated classifications are exempt from the overtime provisions of the Fair Labor Standards Act. Employees shall have a work week of equivalent to forty (40) hours. The eighty (80)-hour pay period may be flexibly scheduled provided it is consistent with operating needs of the Housing Authority and with the approval of the Executive Director.

**B. 9/80 Bi-Weekly Schedule**

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The Housing Authority is closed every other Friday. Therefore, management staff work 8.9 hours a day to accommodate the Friday closures and to fulfill the eighty (80) hour bi-weekly schedule.

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C. Less Than Full-Day Leave Usage

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All "M" designated classifications are exempt from the overtime provisions of the Fair Labor Standards Act. Employees are required to charge the appropriate leave category for absences of less than one full day except that once the leave category is exhausted, employees shall not have their salary reduced by being placed in a leave without pay status because of the less-than-full-day absence.

3.17.3 ~~Vacation Accrual:~~

**Section 3.4 VACATION ACCRUAL**

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A. Accrual Rate

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

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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

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B. Vacation Accrual Cap

Effective December 25, 1999, employees in "M" designated classes attaining a vacation balance of two times their annual accrual rate shall have their accrual capped as indicated in the chart above and shall cease accruing vacation until their balance drops below their capped said limit.

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**Section 3.5 VACATION SELL-BACK**

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3.17.4 ~~Vacation Sell-Back:~~

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

a.A. Each employee may sell back the equivalent of up to a maximum of three-hundred (300) hours of -vacation per fiscal year;

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- b.a.B. Each sell back transaction may range from 1 to 300 hours not to exceed the per —fiscal year maximum; and
- e.b.C. Employees may only sell accrued vacation hours – vacation purchase hours are not eligible for sell-back.

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**Section 3.6 FLOATING HOLIDAYS**

**3.17.5 Floating Holidays:**

A. Floating Holidays Per Fiscal Year

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Employees shall receive six (6) days of paid ~~leave of absence~~floating holiday in each fiscal year. ~~such days to be~~Floating holidays are selected by the ~~person~~employee, subject to the approval of the Executive Director ~~or their designee~~ and are to be taken within that fiscal year. ~~only; provided, however, that any~~

B. Floating Holiday Forfeiture

Floating holidays that remain unused at the end of the fiscal year shall be forfeited. There is no carry-over provision and no cashing-out for any unused floating holidays.

C. Floating Holiday Pro-ration

~~e~~Employees appointed after the start of the fiscal year shall receive ~~paid leave of absence~~ floating holidays pro-rated at the rate of .92 hour for each bi-weekly pay period ~~thereafter to be worked full time~~ that the employee is in a paid status during the remainder of the fiscal year.

**Section 3.7 HEALTHCARE BENEFITS**

**3.17.6 Healthcare Coverage:**

A. Medical Premium Contributions

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1. The Housing Authority shall contribute ninety-six percent (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.

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2. 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

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any difference between the Housing Authority contribution and the full amount of the premium of the plan and benefit level.

- 3. All Housing Authority employees hired prior to February 1, 2020, will continue according to the established cost-sharing contributions as described in Section 3.7.A.1.

C. Commencement and Continuation of Healthcare Coverage

1. Commencement of Healthcare Coverage

- a. If an employee is hired prior to the 15<sup>th</sup> of the month, healthcare (medical and dental) coverage commences the first of the month in which the employee is hired.
- b. If an employee is hired after the 15<sup>th</sup> of the month, healthcare (medical and dental) coverage commences the first of the month following date of hire.

2. Healthcare Coverage Continuation

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/dental coverage is based on employment in a paid status for at least fifty-percent (50%) time or more each pay period.

3. Healthcare Coverage Termination

- a. If an employee terminates prior to the 15<sup>th</sup> of the month, healthcare coverage (medical and dental) will end on the last day of the month in which the employee terminates.
- b. If an employee termates after the 15<sup>th</sup> of the month, healthcare coverage (medical and dental) will end on the last day of the month following the employee's date of termination.

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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All Housing Authority employees hired prior to February 1, 2020, will continue according to the established cost sharing as described above.

**Healthcare Coverage Continuation:**

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 C. Medical Opt-Out/Waiver:**

Employees who chose to forego the Housing Authority's group health coverage shall will receive one-hundred dollars (\$100) per pay period.

**3.17.8 D. Dental Plan:**

The Housing Authority shall contribute toward the provider's monthly charge premium 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.

**E. Vision Plan**

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 and is subject to periodic change. Should the County of Alameda be unable to create a vision plan subgroup 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 1005 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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**F. Flexible Spending Account**

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 3.8 LIFE, AD&D AND LONG-TERM DISABILITY INSURANCE**

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**3.17.9 A. Life and AD&D Insurance:**

1. Employees are eligible to receive at the Housing Authority's expense ~~Group Life Insurance and Group Accidental Death and Dismemberment Insurance.~~ Effective July 2017, the amount of coverage is \$100,000.00 provided by an insurer selected by the Housing Authority. This coverage is subject to the provisions, conditions, and limitations of the benefit insurance provider's contract. Details of benefit coverage are contained in the insurance provider's Summary Plan Description.

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2. Eligibility for this benefit commences after completion of six (6) months of service-continuous employment.

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**3.17.10 B. Long-Term Disability Insurance:**

1. Employees are eligible to receive at Housing Authority expense, 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. Details of benefit coverage are contained in the insurance provider's Summary Plan Description. The benefit plan documents contain specific criteria and benefit details.

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2. Eligibility for this benefit commences after completion of six months of service-continuous employment.

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**Section 3.9 FRINGE BENEFIT PROGRAM**

Management employees ("M" designated classifications) are eligible to participate in a fringe benefit program that operates on a calendar year basis. Each calendar year, employees are allotted a maximum total for either taxable or non-taxable reimbursements for expenditures or a combination of both not to exceed the established annual amount.

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**3.17.11 A. Tax-Favored Educational Expenditures:**

Employees may pay for job-related educational expenses. Payments may be made through payroll deductions or through reimbursement. employees may be reimbursed. Payroll deductions and reimbursements are made on a pre-tax basis. The plan document for Tax Favored Educational Expenditure Benefits contain the specific criteria and benefit details.

**3.17.12 B. 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.

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**3.17.13 C. 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.

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**D. Pro-ration of Fringe Benefits**

**1. Newly Appointed Employees**

For the first year of a newly hired employee, the annual amount allowed for the fringe benefit program is pro-rated based on the month of date of hire in the calendar year. For each month employed during the calendar year in which the employee is hired, the employee is provided one-twelfth (1/12) of the annual total for the remaining calendar year. Employees are entitled to the full annual amount in the next calendar year cycle following date of hire.

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**2. Terminating Employees**

For the year during which an employee terminates, the annual amount that the employee is entitled to for fringe benefit reimbursement will equal one-twelfth (1/12) of the total annual amount allotted for each month the employee was employed during the calendar year. If the employee has exceeded that amount at the time of termination, the employee shall reimburse the Housing Authority for the difference between the total annual allotment and the prorated entitlement.

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**3.17.14 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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**Section 3.18 WITHHOLDING OF INCREMENT**

~~Notwithstanding the provisions of Section 3.2, no additional amount herein above provided shall become due or payable solely because of length of service. The Executive Director may elect not to grant increments by filing a written statement with the Housing Commission stating his or her reasons therefor specifically and in detail no later than 15 days after the date on which such increase would otherwise become effective.~~

~~Section 3.19~~ ——— **RESTORATION OF WITHHELD INCREMENT**

~~The Executive Director may restore a withheld increment by filing a recommendation therefor with the Secretary of the Housing Commission, setting forth the specific reasons for such recommendation. Such increase shall become effective on the first day of the bi-weekly pay period specified in the recommendation of the Executive Director, and the effective date of subsequent increases shall be calculated from the date when the previous increase would otherwise have become effective.~~

~~Section 3.20~~ ——— **FLEXIBLY STAFFED CLASSIFICATIONS**

~~Employees serving in a flexibly staffed classification as defined in the Housing Commission Salary Resolution may be promoted to the higher classification without taking a competitive examination provided that the employee meets the minimum qualifications for the higher classification and is performing at the higher level. Employees who are not flexibly staffed promoted when they have satisfied the minimum time requirements should be notified why the promotion is not being processed. Such non-promotion shall be grievable only in regard to whether this procedure is followed in a timely manner and applied equally to all.~~

**Article 34**  
**SALARY ADMINISTRATION OF THE PAY PLAN**

**Section 3.1** **ADOPTION OF THE SALARY RESOLUTION**

~~As part of the annual fiscal budget cycle, the Housing Commission, at the last Commission meeting of the fiscal year, shall adopt a salary resolution showing budget which indicates the compensation rates and applicable special conditions for each classification in the Housing Authority for the following fiscal year. The Housing Commission may adopt amendments to this resolution, as needed during the course of the fiscal year. Management salaries shall be recommended to the Housing Commission by the Executive Director prior to the end of the fiscal year.~~

**Section 3.24.1** **FULL-TIME EMPLOYMENT POSITIONS**

A. Non-Exempt Positions

~~Except as herein otherwise provided, where compensation is designated by~~

~~1. The salary structure for non-exempt positions is determined by a schedule of steps. The pay rate of compensation in case of for an original initial appointment shall be at the rate designated under for the first step established for the classification. Appointment above the first step may be made in accordance with Section 4.3 (Appointment Above First Step) in this Article.~~

a. Step Defined

~~A "step" is an incremental increase approximating five (5%) on the step schedule. When an employee has reached the top step for their classification, there is no further movement on the step schedule.~~

~~2. After a person the employee completes thirteen (13) full bi-weekly pay periods of continuous full-time service (six months) in the same classification at the first or second step, he/she the employee shall advance to the next step.~~

~~3. After he/she the employee has completed twenty-six (26) full bi-weekly pay periods of continuous service (one year) in the same classification at the third or fourth step, he/she the employee shall advance to the next step.~~

4. Salary Anniversary Date

~~a. The anniversary date of an employee shall always be is -the first day of a bi-weekly pay period. For purposes of determining effective dates of advancement to higher steps, the anniversary date of an person employee shall be the first day of the bi-weekly pay period the appointment is effective, provided that such appointment is effective in the first five (5) calendar days of that pay period, excluding holidays. ; otherwise,~~

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2. b. If the appointment is later than the first five (5) calendar days of a pay period, the anniversary date shall be the first day of the succeeding bi-weekly pay period.

B. Exempt Positions

~~3-1. Exempt positions. Where compensation is (“M”-designated classifications) are assigned by a deep pay ranges. pay schedule, †The rate of compensation in the case of an original upon initial appointment may be anywhere in the range below the control point and consistent with the following rules: apply:~~

a1.- If ~~a person is~~ appointed in the first quarter of the fiscal year, ~~their the employee’s~~ anniversary date for a-merit review shall be the first day of the first pay period of the subsequent fiscal year. ~~-Any merit increase applied to the salary is pro-rated would be~~ based on the number of full bi-weekly pay periods ~~they have employee has completed worked~~ in the previous fiscal year.

b2.- If ~~a person is~~ appointed after the first quarter of the fiscal year, ~~their the~~ employee’s first merit review shall be due after completion of twenty-six (26) full bi-weekly pay periods. ~~Their s~~Subsequent merit reviews shall be due on the first day of the first pay period of the subsequent fiscal year. Any merit increase applied to the salary ~~would be is pro-rated~~ based on the number of full bi-weekly pay periods they have completed since the previous merit review.

e3.- Except as indicated above, employees in “M” classifications that have deep-range pay ranges schedules shall have merit reviews due on the first day of the first pay period of each fiscal year.

**Section 3.34.2 PERSONS WORKING LESS THAN FULL-TIME EMPLOYMENT**

~~A person~~ Employees working less than full-time in ~~a position~~ in a classifications for which the compensation is designated by a schedule of steps shall advance in the same manner as provided in Section ~~3-24.1 above of this Article,~~ provided that an equivalent number of working days or hours shall be worked to qualify for advancement within the schedule of steps.

**Section 4.3.4 APPOINTMENTS ABOVE THE FIRST STEP**

The Executive Director may authorize an initial appointment to any classification at any step in the salary range and may consider the immediacy of the need for filling the position in determining appointment above the first step. for said classification provided the request of the Executive Director demonstrates that it is in the best interest of the Housing Authority. The In addition, one or more of the following criteria must be met: utilized in reviewing the request includes:

~~(1) A. -Affected~~ The -classification is one for which it is difficult to recruit qualified candidates; and either

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(2) ~~B.~~ ~~The C~~ candidate has exceptional education ~~and/or~~ experience that warrants a starting salary above the first step; ~~—~~ or

(3) ~~C.~~ ~~The S~~ salary being requested is consistent with the candidate's recent salary history.

The Executive Director ~~shall~~ ~~may also~~ consider the immediacy of need for filling the position in authorizing ~~such requests-appointments above the first step.~~

**Section 3.54.4 CHANGES TO POSITION CLASSIFICATION WITH SAME SALARY NOTES**

If any ~~person~~ ~~employee~~ changes ~~his/her~~ ~~their~~ position to a classification with the same salary, ~~notes, such person the employee~~ shall receive a ~~step pay~~ rate ~~and be assigned to a step~~ in the new position that will not result in ~~his~~ receiving less than the amount which was ~~received earned~~ by ~~him/her~~ ~~the empoloyee~~ in ~~such preceding their prior~~ position, ~~and he/she~~ ~~Employees are~~ ~~shall~~ be entitled to receive ~~thereafter future step~~ increases ~~and compensation~~ as provided ~~and applicable~~ in Section 4.13-2.

**Section 3.64.5 CHANGES BY TRANSFER OR TO POSITION CLASSIFICATION OF WITH LOWER GRADE SALARY**

~~In the event of a~~ ~~When an employee~~ transfers ~~by a person or is appointed~~ from one ~~position classification to another, or the appointment of a person to another position of~~ with a lower ~~gradesalary, such person the employee~~ shall be entitled to credit in the new ~~position classification~~ for the period of service in the former ~~position classification~~ and shall be entitled to receive ~~such further~~ step increases ~~and compensation~~ as ~~are~~ provided ~~for~~ in Section 3.2.4.1 of this Article.

**Section 3.74.6 CHANGES TO POSITION CLASSIFICATION WITH OF HIGHER GRADE SALARY**

A. ~~If a person is~~ ~~Employees~~ promoted to a classification with a higher salary schedule, ~~he/she the employee~~ shall ~~be placed in a salary step~~ ~~receive the amount provided in the schedule~~ for the ~~latter new position classification~~ which is the next higher ~~step~~ but ~~which~~ is not less than three percent (3%) more than the ~~amount salary he/she the employee~~ was receiving in the ~~former previous position classification.~~

B. ~~and The employee shall~~ ~~will~~ receive a new anniversary date for salary purposes ~~which~~ will be the date the appointment in the new position becomes effective, ~~provided, however, that~~

C. ~~If the resultant salary~~ ~~increase in compensation~~ is less than five percent (5%), the length of time ~~he/she the employee~~ is required to serve in the new salary step ~~as provided in Section 3-2~~ shall be reduced by one-half.

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D. For the purposes of calculating the appropriate salary step to be assigned when an employee receives a promotion, "base pay" shall include all compensation which is related to job qualifications, duties and is received on a regular basis (i.e., every pay period). Overtime is excluded from base pay.

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**Section 3.8 EMPLOYEES CHANGING FROM AN INTERMITTENT TO A REGULAR POSITION**

~~Any employee changing from an intermittent to a regular position in the same classification (i.e., Clerk II "N" and Clerk II), shall be entitled to credit in the new position for service time in the former intermittent position.~~

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**Section 3.94.7 EFFECTS LEAVE OF ABSENCES ON AND SALARY INCREMENTS INCREASES**

3.9.1 A. Absence on an authorized leave with pay and absence on military leave shall not be considered an interruption of or break in service time in of occupying a position.

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3.9.2 B. Any absence within the first two bi-weekly pay periods of service which would have been compensated for had it not fallen within such period, shall not be considered an interruption of occupying a position or break in service time in a position.

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3.9.3 C. Occupying another position in the Housing Authority service, such as an out-of-class assignment, shall not be considered an interruption of occupying or break in service time in the previous employee's position while on authorized leave therefrom to perform duties in another position.

**Section 3.104.8 FRACTIONS OF PAY PERIODS DETERMINE LENGTH OF SERVICE**

Bi-weekly pay periods of employment shall be the basis for determining length of service. If an employee is compensated on a per hour or per diem basis or in a paid status for a fraction of a bi-weekly pay period, such periods of service shall be totaled and converted to full bi-weekly pay periods to determine the appropriate rate of compensation length of service.

**Section 3.114.9 CLASSIFICATION CHANGES, RECLASSIFICATION, ALLOCATION OR REALLOCATION**

~~Notwithstanding any other provisions of these rules, w~~When the classification, reclassification, allocation, or reallocation of a position becomes effective, a person the employee occupying such the position in a classification that has been changed shall receive compensation as follows:

3.11.1 A. If the rate or schedule of steps of the new classification is higher at the maximum than his/her the former classification the employee held, a person the employee shall receive compensation specified in Section 4.63.7.

**3.11.2** ~~B.~~ If the ~~rate or~~ schedule of steps of the new classification is lower at the maximum than ~~his/her the~~ former classification ~~the employee held, a person the~~ employee shall continue to receive the same compensation received in the former classification on the starting date of the new classification, ~~effective date of such action, and in addition, shall receive such further~~ Future step increases which apply to the new classification shall occur in the normal sequence; and the employee shall retain his/her their original salary anniversary date.

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**Section 3.124.10** REINSTATEMENT

Every regularly appointed employee who has resigned in good faith and who is reinstated within three (3) years shall for purposes of this Article be deemed to have been on leave of absence without pay during the period preceding such reinstatement.

**Section 3.134.11** COMPENSATION FOR PORTION OF BI-WEEKLY PAY PERIOD WORKED

~~Any person occupying a~~ A. Employees working in full-time positions ~~in a job class to which a bi-weekly salary is affixed, who is are~~ scheduled to work less than full-time, or who ~~is are~~ on leave without pay ~~or absent without pay from such position~~, during any bi-weekly pay period shall be paid the pro-rated portion of the bi-weekly salary ~~that for~~ the number of hours or days worked ~~by such person bears to the total working hours or days for that job class in such bi-weekly pay period.~~

B. Employees who are in a paid status for less than a full bi-weekly pay period shall accrue a pro-rated level of vacation and sick leave and service credit.

C. Employees who are not in a paid status for a full bi-weekly pay period will not accrue vacation and sick leave and will not receive service credit for the period of time in an unpaid status.

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**Section 3.14** STEP DEFINED

~~A "step" is an increment approximating five percent on the schedules of bi-weekly compensation set forth in these rules, unless a person is at the top salary set forth for his/her classification in which case a "step" is five percent above that salary.~~

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**Section 3.15 4.13** PART-TIME APPOINTMENT IN FULL-TIME POSITIONS

The appointing authority may fill any authorized full-time position with more than one employee; provided ~~however~~, that the combined hours worked by ~~persons employees~~ filling that position do not exceed the work week for the class to which the position is allocated; and provided further that funds for such positions have been included in the Housing Authority's approved budget.

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**Section 3.16 4.14** ADDITIONAL COMPENSATION

**3.16.1** A. CALL-BACK PAY

- 1. ~~Unless otherwise provided in these Rules or in a current, valid Memorandum of Understanding, a person~~ Employees who is otherwise eligible to earn compensated overtime, that are called back to work shall be compensated at the premium overtime rate for ~~such all hours that work is performed, provided, however, that~~ such all hours that work is performed.
- 2. ~~The minimum compensation for call-back pay, shall be two (2) hours at the premium overtime rate.~~

**3.16.2 B. TEMPORARY ASSIGNMENT TO HIGHER LEVEL VACANCY CLASSIFICATION**

- 1. An employee specifically assigned on a temporary basis to a higher level position classification ("out-of-class" assignment) 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 classification if the service in such position classification exceeds ten (10) days in any 12-month period, ~~which~~
- 2. ~~payment~~ The higher pay rate shall be retroactive to commence on the first day of such services; the out-of-class assignment. provided, however, that
- 3. In order for an out-of-class assignment to be effective, the full range of duties of the higher level position has been specifically must be assigned and approved by the Executive Director. in writing by the Executive Director or his/her designee.
- 4. ~~For the purposes of this Article, t~~ The pay rate for the higher level position out-of-class assignment shall be calculated as if the employee had been promoted to such position; as provided in pursuant to Article 3.7. Section 4.6.

**3.16.3 C. LONGEVITY SERVICE AWARDS**

~~In addition to the compensation specified in these Rules, a person shall also be entitled to service awards granted~~ The Housing Authority provides a service awards program to employees as designated by the Housing Commission which is based on length of service. The awards program includes recognition awards and cash gift certificates.

**3.16.4 SUGGESTIONS**

~~In addition to the compensation specified in these Rules, a person shall also be entitled to awards for safety or other suggestions, in accordance with an awards program approved, and established by the Housing Commission.~~

**3.16.5 D. POSITIONS DESIGNATED AS BILINGUAL**

- 1. Upon approval of the Executive Director, ~~who will advise the Personnel Committee, a person~~ employees occupying a positions designated as

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requiring fluency in a language other than English shall receive fifty dollars (\$50) / per pay period or an amount equal to ~~that paid for such positions in the the bilingual stipend provided by the~~ County of Alameda which-ever is highergreater.

2. The following criteria shall be used in evaluating the need for bilingual designation of a position:

- 4. a. The Pposition provides a service to the general public; ~~and~~
- b. ~~Evidence exists that there is an~~ There will be an improved result in rendering client service by the employee being bilingual;
- ~~2.c. and~~ tc. The position involves contact with clients who are essentially non-English speaking at least ten percent (10%) of ~~the~~ the time.

**3.16.6 E. ALTERNATE RANGE**

~~Upon the approval of the Executive Director, persons occupying positions under Items 3614, 3615 and 3618 shall receive, in addition to compensation otherwise provided for, an additional step compensation where such persons meet the "alternate range" criteria defined in the class specification.~~

~~3.16.6.1 — Upon approval of the Executive Director, persons occupying one position of Administrative Clerk (3618) assigned to the Dublin office shall receive compensation equal to the Account Clerk classification (3620) so long as accounting duties are assigned regularly.~~

~~3.16.6.2 1. Upon approval of the Executive Director, persons employees occupying a position of the classification Account Specialist Clerk (3622) may be paid an additional fifteen percent (15%) above their base pay while the Finance Manager Director (3692M) or Accountant (3693M) is on a leave of absence or the positions is vacant. Said clerksDuties shall be assigned additional duties for this higher pay rate will include those that are regularly performed by the higher class such as: such as directing the check balancing process, bank reconciliation's and general ledger closing, which are regularly performed by the higher class.~~

2. Such appointments shall not exceed five (5) months in any fiscal year.

**Section 3.17 — PERSONS IN "M" DESIGNATED CLASSIFICATIONS**

~~Notwithstanding any other provision of these Rules, only employees 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:**

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

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~~3.17.2 Work Week:~~

~~Employees shall have a work week of forty (40) hours. The eighty (80) hour pay period may be flexibly scheduled consistent with operating needs 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:~~

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

~~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:~~

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

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

~~3.17.5 Floating Holidays:~~

~~Employees shall receive six (6) 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:~~

~~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:**~~

~~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.~~

~~**3.17.9 Life and AD&D Insurance:**~~

~~Employees are eligible to receive at the Housing Authority's expense Group Life Insurance and Group Accidental Death and Dismemberment Insurance. Effective July 2017, the amount of coverage is \$100,000.00 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.~~

~~**3.17.10 Long Term Disability Insurance:**~~

~~Employees are eligible to 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.~~

~~**3.17.11 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 contain the specific criteria and benefit details.~~

~~**3.17.12 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 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 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.~~

**Section 3.18 4.15 WITHHOLDING OF INCREMENTS SALARY INCREASE**

~~Notwithstanding the provisions of Section 3.2, no additional amount herein above provided shall become due or payable solely because of length of service. The Executive Director or their designee may elect not to grant increments salary increases if justified by a performance review. filing a written statement with the Housing Commission stating his or her reasons therefor specifically and in detail no later than 15 days after the date on which such increase would otherwise become effective.~~

**Section 3.19 4.16 RESTORATION OF WITHHELD SALARY INCREASEMENT**

~~The Executive Director or their designee may restore a withheld increment salary increase by filing a recommendation therefor with the Secretary of the Housing Commission, setting forth the specific reasons for such recommendation. Such The restored increase shall become effective on the first day of the bi-weekly pay period specified in following the recommendation restoration of by the Executive Director or their designee., and †The effective date of subsequent increases shall be calculated from the date when the previous increase would otherwise have become effective.~~

~~**Section 3.20 FLEXIBLY STAFFED CLASSIFICATIONS MOVE TO ARTICLE 5**~~

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~~Employees serving in a flexibly staffed classification as defined in the Housing Commission Salary Resolution may be promoted to the higher classification without taking a competitive examination provided that the employee meets the minimum qualifications for the higher classification and is performing at the higher level. Employees who are not flexibly staffed promoted when they have satisfied the minimum time requirements should be notified why the promotion is not being processed. Such non-promotion shall be grievable only in regard to whether this procedure is followed in a timely manner and applied equally to all.~~





## PERSONNEL RULES

### HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

#### ARTICLE 1 – GENERAL RULES

##### Section 1.1. – APPOINTING AUTHORITY

The appointing authority shall be the Executive Director unless otherwise required by law or determined by the Housing Commission. The Executive Director or their designee shall have authority over the recruitment for vacant positions.

##### Section 1.2 – AMENDMENTS TO PERSONNEL RULES

These Rules may be amended by a resolution adopted by the Housing Commission following the recommendation of the Personnel Committee, provided that reasonable advance notice of any proposed amendment impacting terms and conditions of employment for bargaining unit employees be provided to the recognized employee organization when required by law. If requested by the employee organization, the Personnel Committee shall hold a hearing regarding the proposed amendments. Prior to the recommendation or adoption of any such amendment, the Housing Authority management shall meet and confer with the recognized employee organization when required by law.

##### A. Additional Rules

The Executive Director or their designee may recommend additional rules in accordance with applicable law after meeting and conferring with the recognized employee organization where required by law. These recommendations shall be in accordance with Section 1.2.

##### Section 1.3 – CONFLICTS WITH LABOR AGREEMENTS

The provisions of the Memorandum of Understanding between the Housing Authority and the recognized employee organization shall prevail over any provisions of these Rules in the event of inconsistencies, conflicts or contradictions between the two during the term of the Memorandum of Understanding. Upon expiration of the Memorandum of Understanding, the provisions of these Rules shall prevail until a successor Memorandum of Understanding has been negotiated.

##### Section 1.4 – DELEGATION OF POWERS AND DUTIES

Whenever these Rules grant a power or duty to the Executive Director, that power or duty may be exercised or performed by the Executive Director personally or by the Executive Director's designee.



## PERSONNEL RULES

### HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

#### ARTICLE 2 – CONFLICTS OF INTEREST AND OTHER PROHIBITED ACTS

##### Section 2.1. – INCOMPATIBLE EMPLOYMENT

No Housing Authority officer or employee shall have any other employment or engage in any activity which is considered to be incompatible with their Housing Authority employment.

##### Section 2.2 – CONTRACTS AND RECEIPT OF COMMISSIONS OR GIFTS

- A. No officer or employee shall be interested directly or indirectly in any contract or transaction with the Housing Authority or become surety upon any bond given to the Housing Authority. No officer or employee shall receive any commission, consideration or derive any profit, benefit or advantage resulting from any transactions with or services provided to the Housing Authority (excluding compensation for being an officer or employee).
- B. Any violation of the provisions of this section shall render the contract or transaction voidable at the option of the Housing Commission and may be grounds for disciplinary action up to and including termination from employment and, if appointed, removal from office.
- C. This section shall apply to ex-employees for a period of one year following termination of employment with the Housing Authority provided that the Housing Authority shall cooperate with and assist employees and former employees in requesting clarification, limitation and possible waiver of applicable regulations of the U.S. Department of Housing and Urban Development's Annual Contribution Contract, Section 515.

##### Section 2.3 – FAITHFUL AND OBJECTIVE PERFORMANCE OF DUTIES

No employee shall show preference and/or bias because of friendship, relation or other affinity in the provision of services to clients and contractors of the Housing Authority.

##### Section 2.4 – DUTIES OF OFFICERS AND MANAGEMENT EMPLOYEES

- A. Every appointed officer or management employee who has knowledge of violations or potential violations of Sections 2.1 through 2.3 of this Article shall immediately report the information to the Executive Director. Failure to do so may be grounds for disciplinary action up to and including termination from employment or removal from office.



## PERSONNEL RULES

### HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

- B. All appointed officers and management employees of the Housing Authority are required to comply with the requirements of the State of California's Political Reform Act of 1974 regarding potential conflicts of interest. This includes an annual filing of Form 700 with the Fair Political Practices Commission.
- C. All appointed officers and management employees of the Housing Authority are required to comply with the provisions of the Housing Authority's Conflict of Interest Code, Gift Policy & Procedure and other policies relating to conflicts of interest.



# PERSONNEL RULES

## HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

### ARTICLE 3 – MANAGEMENT EMPLOYEE PROVISIONS

#### Section 3.1. – EMPLOYEES IN “M” DESIGNATED CLASSIFICATIONS

- A. Employees working in classifications that are designated with “M” are subject to the provisions of this Article. The “M” designated classifications are FLSA-exempt management classifications. This Article is not intended to and does not establish vested or contractual rights and is subject to change at any time by the Housing Commission without the substitution of comparable benefits.
- B. Changes in benefits or other terms and conditions of employment that are negotiated between the Housing Authority’s bargaining unit and the exclusive bargaining representative are also applicable to all management employees in “M” designated classifications in addition to the provisions in this Article upon approval of the Housing Commission.

#### Section 3.2 – SALARY RANGES

Management classifications (“M” designated) are assigned a salary range as determined by the Executive Director. The salary range schedule is approved by the Housing Commission.

#### Section 3.4 – VACATION ACCRUAL

##### A. Accrual Rate

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

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

##### B. Vacation Accrual Cap

Employees attaining a vacation balance of two (2) times their annual accrual rate shall have their accrual capped as indicated in the chart above and shall cease accruing vacation until their balance drops below their capped limit.



## PERSONNEL RULES

### HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

#### Section 3.5 – VACATION SELL-BACK

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

- A. Each employee may sell back the equivalent of up to a maximum of three-hundred (300) hours of vacation per fiscal year.
- B. Each sell back transaction may range from 1 to 300 hours not to exceed the per fiscal year maximum.
- C. Employees may only sell accrued vacation hours – purchased vacation hours are not eligible for sell-back.

#### Section 3.6 – FLOATING HOLIDAYS

##### A. Floating Holidays Per Fiscal Year

Employees shall receive six (6) days of paid floating holiday in each fiscal year. Floating holidays are selected by the employee, subject to the approval of the Executive Director or their designee and are taken within that fiscal year.

##### B. Floating Holiday Forfeiture

Floating holidays that remain unused at the end of the fiscal year shall be forfeited. There is no carry-over provision and no cashing-out for any unused floating holidays.

##### C. Floating Holiday Pro-Ration

Employees appointed after the start of the fiscal year shall receive floating holidays pro-rated at the rate of .92 hours for each bi-weekly pay period that the employee is in a paid status during the remainder of the fiscal year.

#### Section 3.7 – HEALTHCARE BENEFITS

##### A. Medical Premium Contributions

1. The Housing Authority shall contribute ninety-six percent (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's contribution and the full amount of the premium of the plan and benefit level.
2. 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



## PERSONNEL RULES

### HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

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.

3. All Housing Authority employees hired prior to February 1, 2020, will continue according to the established cost-sharing contributions as described in Section 3.7.A.1.

#### **B. Commencement and Continuation of Healthcare Coverage**

##### 1. Commencement of Healthcare Coverage

- a. If an employee is hired prior to the 15<sup>th</sup> of the month, healthcare (medical and dental) coverage commences on the first of the month in which the employee is hired.
- b. If an employee is hired after the 15<sup>th</sup> of the month, healthcare (medical and dental) coverage commences on the first of the month following date of hire.

##### 2. Healthcare Coverage Continuation

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/dental coverage is based on employment in a paid status for at least fifty percent (50%) time or more each pay period.

##### 3. Healthcare Coverage Termination

- a. If an employee terminates employment prior to the 15<sup>th</sup> of the month, healthcare coverage (medical and dental) will end on the last day of the month in which the employee terminates.
- b. If an employee terminates employment after the 15<sup>th</sup> of the month, healthcare coverage (medical and dental) will end on the last day of the month following the employee's date of termination.

#### **C. Medical Opt-Out/Waiver**

Employees who choose to forego the Housing Authority's group health coverage will receive one-hundred dollars (\$100) per pay period.



## PERSONNEL RULES

### HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

#### D. Dental Plan

The Housing Authority shall contribute toward the provider's monthly premium 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.

#### E. Group Vision Plan

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 and is subject to periodic change. Should the County of Alameda be unable to create a vision plan subgroup 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 one-hundred percent (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.

#### F. Flexible Spending Account

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.

### Section 3.8 – LIFE, AD&D AND LONG-TERM DISABILITY INSURANCE

#### A. Life and AD&D Insurance

1. Employees are eligible to receive at Housing Authority expense group life insurance and group accidental death and dismemberment insurance. Effective July 1, 2017, the amount of coverage is \$100,000 provided by an insurer selected by the Housing Authority. This coverage is subject to the provisions, conditions and limitations of the insurance provider's contract. Details of benefit coverage are contained in the insurance provider's Summary Plan Description.
2. Eligibility for this benefit commences after completion of six (6) months of continuous employment.

#### B. Long-Term Disability Insurance

1. Employees are eligible to receive long-term disability insurance coverage at Housing Authority expense from a provider selected by the Housing



## PERSONNEL RULES

### HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

Authority. This coverage is subject to eligibility requirements, age limitations, coverage exclusions, conversion rights and other provisions set forth in the insurance provider's contract. Details of benefit coverage are contained in the insurance provider's Summary Plan Description.

2. Eligibility for this benefit commences after completion of six (6) months of continuous employment.

#### Section 3.9 – FRINGE BENEFIT PROGRAM

Management employees ("M" designated classifications) are eligible to participate in a fringe benefit program that operates on a calendar year basis. Each calendar year, employees are allotted a maximum total for either taxable or non-taxable reimbursements, or a combination of both, not to exceed the established total annual amount.

##### A. Tax-Favored Educational Expenditures

Employees may pay for job-related educational expenses through payroll deductions or through reimbursement. Payroll deductions and reimbursements are made on a pre-tax basis. The plan document for the Tax-Favored Educational Benefit contains the specific criteria and benefit details.

##### B. Taxable Fringe Benefit

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

##### C. Non-taxable Fringe Benefit

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 reimbursement and benefit amounts are contained in the Fringe Benefit Program Plan Document.

##### D. Pro-ration of Fringe Benefits

1. Newly Appointed Employees

For the first year of a newly hired employee, the total annual amount allowed for the fringe benefit program is pro-rated based on the month of date of hire in the calendar year. For each month employed during the calendar year in which the employee is hired, the employee is provided one-twelfth (1/12) of the annual total for the remaining calendar year.





## PERSONNEL RULES

### HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

Employees are entitled to the full annual amount in the next calendar year cycle following date of hire.

#### 2. Terminating Employees

For the year during which an employee terminates, the annual amount that the employee is entitled to for fringe benefit reimbursement will equal one-twelfth (1/12) of the total annual amount for each month the employee was employed during the calendar year. If the employee has exceeded that amount at the time of termination, the employee shall reimburse the Housing Authority for the difference between the total annual amount and the pro-rated benefit.



## PERSONNEL RULES

### HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

#### ARTICLE 4 – SALARY ADMINISTRATION

As part of the annual fiscal budget cycle, the Housing Commission adopts a resolution, which approves the budget and the list of authorized positions and their attendant compensation rates for each classification for the following fiscal year. The Housing Commission may adopt amendments as needed during the course of the fiscal year.

##### Section 4.1 – FULL-TIME EMPLOYMENT

###### A. Non-Exempt Positions

1. The salary structure for non-exempt positions is determined by a schedule of steps. The pay rate for an initial appointment shall be at the rate designated for the first step established for the classification. Appointment above the first step may be made in accordance with Section 4.3 of this Article.
  - a. Step Defined
 

A “step” is an incremental increase approximating five percent (5%) on the step schedule. When an employee has reached the top step for their classification, there is no further movement on the step schedule.
2. After the employee completes thirteen (13) full bi-weekly pay periods of continuous full-time service (six months) in the same classification at the first or second step, the employee shall advance to the next step.
3. After the employee completes twenty-six (26) full bi-weekly pay periods of continuous full-time service (one-year) in the same classification at the third or fourth step, the employee shall advance to the next step.
4. Salary Anniversary Date
  - a. The anniversary date of an employee is the first day of a bi-weekly pay period. For purposes of determining effective dates of advancement to higher steps, the anniversary date of an employee shall be the first day of the bi-weekly pay period the appointment is effective, provided that the appointment is effective in the first five (5) calendar days of that pay period excluding holidays.
  - b. If the appointment is later than the first five (5) calendar days of a pay period, the anniversary date shall be the first day of the following bi-weekly pay period.



## PERSONNEL RULES

### HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

#### B. Exempt Positions

Exempt positions (“M” designated classifications) are assigned pay ranges. The rate of compensation upon initial appointment may be anywhere in the range consistent with the following rules:

1. If appointed in the first quarter of the fiscal year, the employee’s anniversary date for a merit review shall be the first day of the first pay period of the subsequent fiscal year. Any merit increase applied to the salary is pro-rated based on the number of full bi-weekly pay periods the employee worked in the previous fiscal year.
2. If appointed after the first quarter of the fiscal year, the employee’s first merit review shall be due after completion of twenty-six (26) full bi-weekly pay periods. Subsequent merit reviews shall be due on the first day of the first pay period of the subsequent fiscal year. Any merit increase applied to the salary is pro-rated based on the number of full bi-weekly pay periods they have completed since the previous merit review.
3. Except as indicated above, employees in “M” designated classifications that have pay ranges shall have merit reviews due on the first day of the first pay period of each fiscal year.

#### Section 4.2 – LESS THAN FULL-TIME EMPLOYMENT

Employees working less than full-time in classifications for which the compensation is designated by a schedule of steps shall advance in the same manner as provided in Section 4.1 of this Article, provided that an equivalent number of working days or hours shall be worked to qualify for advancement with the schedule of steps.

#### Section 4.3 – APPOINTMENT ABOVE FIRST STEP

The Executive Director may authorize an initial appointment to any classification at any step in the schedule of steps and may consider the immediacy of the need for filling the position in determining appointment above the first step. In addition, one or more of the following criteria must met:

- A. The classification is one for which it is difficult to recruit qualified candidates;
- B. The candidate has exceptional education and/or experience that warrants a starting salary above the first step;
- C. The salary being requested is consistent with the candidate’s recent salary history.



## PERSONNEL RULES

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#### Section 4.4 – CHANGE TO CLASSIFICATION WITH SAME SALARY

If an employee changes their position to a classification with the same salary, the employee shall receive a pay rate and be assigned to a step in the new position that will not result in receiving less than the amount which was earned by the employee in their prior position. Employees are entitled to receive future step increases as provided and applicable in Section 4.1 of this Article.

#### Section 4.5 – CHANGE TO CLASSIFICATION WITH LOWER SALARY

When an employee transfers or is appointed from one classification to a classification with a lower salary, the employee shall be entitled to credit in the new classification for the period of service in the former classification and shall be entitled to receive step increases as provided in Section 4.1 of this Article.

#### Section 4.6 – CHANGE TO CLASSIFICATION WITH HIGHER SALARY

- A. Employees promoted to a classification with a higher salary will be placed in a salary step for the new classification which is the next higher step but which is not less than three percent (3%) more than the salary the employee was receiving in the previous classification.
- B. The employee will receive a new anniversary date for salary purposes which will be the date the appointment in the new position becomes effective.
- C. If the salary increase is less than five percent (5%), the length of time the employee is required to serve in the new salary step shall be reduced by one-half.
- D. For purposes of calculating the salary step to be assigned when an employee receives a promotion, “base pay” shall include all compensation which is related to job qualifications and is received on a regular basis (i.e., every pay period). Overtime is excluded from base pay.

#### Section 4.7 – LEAVE OF ABSENCE AND SALARY

- A. Absence on an authorized leave with pay and absence on military leave shall not be considered an interruption of or break in service time in a position.
- B. Any absence within the first two bi-weekly pay periods of service which would have been compensated for had it not fallen within such period shall not be considered an interruption of or break in service time in a position.



## PERSONNEL RULES

### HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

- C. Occupying another position in the Housing Authority service, such as an out-of-class assignment or while on leave, shall not be considered an interruption or break in service time in the employee's position.

#### Section 4.8 – PAY PERIODS DETERMINE LENGTH OF SERVICE

Bi-weekly pay periods shall be the basis for determining length of service. If an employee is in a paid status for a fraction of a bi-weekly pay period, such periods of service shall be totaled and converted to full bi-weekly pay periods to determine the appropriate length of service.

#### Section 4.9 – CLASSIFICATION CHANGES

When the classification, re-classification, allocation or re-allocation of a position becomes effective, the employee occupying the position in a classification that has been changed shall receive compensation as follows:

- A. If the schedule of steps of the new classification is higher at the maximum than the former classification the employee held, the employee shall receive compensation as specified in Section 4.6 of this Article.
- B. If the schedule of steps of the new classification is lower at the maximum than the former classification the employee held, the employee shall continue to receive the same compensation in the former classification on the starting date of the new classification. Future step increases which apply to the new classification shall occur in the normal sequence and the employee shall retain their original salary anniversary date.

#### Section 4.10 – RE-INSTATEMENT

Every regularly appointed employee who has resigned and who is re-instated within three (3) years shall for purposes of this Article be deemed to have been on leave of absence without pay during the period preceding re-instatement.

#### Section 4.11 – COMPENSATION FOR PORTION OF BI-WEEKLY PAY PERIOD

- A. Employees working in full-time positions who are scheduled to work less than full-time or who are on leave without pay during any bi-weekly pay period shall be paid the pro-rated portion of the bi-weekly salary for the number of hours or days worked.



## PERSONNEL RULES

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- B. Employees who are in a paid status for less than a full bi-weekly pay period shall accrue a pro-rated level of vacation and sick leave and service credit.
- C. Employees who are not in a paid status for a full bi-weekly pay period will not accrue vacation and sick leave and will not receive service credit for the period of time in an unpaid status.

#### Section 4.13 – PART-TIME APPOINTMENT IN FULL-TIME POSITIONS/JOB-SHARING

The appointing authority may fill any authorized full-time position with more than one employee provided that the combined hours worked by employees filling that position do not exceed the work week for the class to which the position is allocated and provided that funds for such position have been included in the Housing Authority's approved budget.

#### Section 4.14 – ADDITIONAL COMPENSATION

##### A. Call-Back Pay

1. Employees who earn overtime that are called-back to work shall be compensated at the premium overtime rate for all hours that work is performed.
2. The minimum compensation for call-back pay shall be two (2) hours at the premium overtime rate.

##### B. Temporary Assignment to Higher Level Classification

1. An employee assigned on a temporary basis to a higher level classification ("out-of-class" assignment) 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 classification if the service in the higher level classification exceeds ten (10) days in any 12-month period.
2. The higher pay rate shall commence on the first day of the out-of-class assignment.
3. In order for an out-of-class assignment to be effective, the full range of duties of the higher level classification must be assigned and the assignment must be approved by the Executive Director.



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4. The pay rate for the out-of- \_\_\_\_\_ nment shall be calculated as if the employee had been promoted as provided in Section 4.6 of this Article.

#### C. Service Awards

The Housing Authority provides a service awards program to employees as designated by the Housing Commission, which is intended to recognize length of service of employment. The awards program includes recognition awards and cash gift certificates.

#### D. Positions Designated as Bi-lingual

1. Upon approval of the Executive Director, employees occupying positions designated as requiring fluency in a language other than English shall receive fifty dollars (\$50.00) per pay period or an amount equal to the bilingual stipend provided by the County of Alameda, whichever is greater.
2. The following criteria shall be used in evaluating the need for bilingual designation of a position:
  - a. The position provides a service to the general public;
  - b. There will be an improved result in rendering client service by the employee being bilingual;
  - c. The position involves contact with clients who are essentially non-English speaking at least ten percent (10%) of the time.

#### E. Alternate Range

1. Upon approval of the Executive Director, an employee occupying the classification of Account Specialist may be paid an additional fifteen percent (15%) above their base pay while the Finance Director or Accountant is on a leave of absence or the position is vacant. Duties assigned for this higher pay rate will include those that are regularly performed by the higher class such as: directing the check balancing process, bank reconciliations and general ledger closing.
2. Such appointments shall not exceed five (5) months in any fiscal year and shall comply with the requirements of out-of-class assignments in Section 4.14.B. of this Article.



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#### **Section 4.15 – WITHHOLDING OF SALARY INCREASE**

The Executive Director or their designee may elect not to grant salary increases if justified by a performance review.

#### **Section 4.16 – RESTORATION OF WITHHELD SALARY INCREASE**

The Executive Director or their designee may restore a withheld salary increase. The restored increase shall become effective on the first day of the bi-weekly pay period following the restoration by the Executive Director or their designee. The effective date of subsequent increases shall be calculated from the date when the previous increase would otherwise have become effective.