



Housing Authority of the  
County of Alameda

22941 Atherton Street, Hayward, CA 94541

Tel. 510.538.8876 TDD 510.727.8551 Fax 510.537.8236 www.haca.net

**PERSONNEL COMMITTEE AGENDA**  
**Special Meeting: February 10, 2021**  
**Time: 7:00 a.m.**

**COVID-19 UPDATE:** Based on guidance provided by the Centers for Disease Control Prevention, Alameda County Public Health officials and Governor Newsom's Executive Orders, HACA's office building is temporarily closed to the public and in-person meetings have been suspended until further notice. **The Personnel Committee will conduct this meeting on Zoom and by phone.**

**How to attend this meeting using the Zoom Video Conference platform:**

Members of the public may listen, view, and/or participate in this meeting using Zoom. You may have to download the Zoom app, however, using Zoom and downloading the Zoom app is free. You can access the Zoom meeting through one of the following ways:

<b>Click on this link:</b> <a href="https://us02web.zoom.us/j/88460095724">https://us02web.zoom.us/j/88460095724</a>	<b>OR</b> Use your computer or laptop and go to: <a href="https://zoom.us/join">https://zoom.us/join</a>  Type in/enter Meeting ID: <u>884 6009 5724</u>	<b>OR</b> Use your mobile device, e.g. a cell phone, iPad and/or tablet, download the Zoom app to your device. In the app tap on "Join Meeting" then type in/enter Meeting ID: <u>884 6009 5724</u>
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**How to participate in this meeting by phone:**

Dial: 1-888-788-0099 then when prompted, enter Meeting ID: 884 6009 5724

**PUBLIC COMMENT**

If you wish to comment on a matter NOT on the agenda please email your comment(s) to [melissat@haca.net](mailto:melissat@haca.net), no later than **5:00 p.m., on Tuesday, February 9, 2021**. Your comment(s) will be shared during the meeting when the Chairperson calls for Public Comment. If you are attending the meeting on Zoom or by phone please wait for the Chairperson to ask for comments from the public then upon recognition by the Chairperson, state your name, comments and/or questions. To allow the opportunity for all to speak, a time limit of 3 minutes has been set for public speakers wishing to address the Personnel Committee. The Chairperson has the discretion to further limit this time if warranted by the number of speakers. Anyone wishing to address the Housing Commission on an agenda item or on business introduced by the Personnel Committee may do so when the Chairperson calls for comments on the agenda item. **NOTE: Only matters within the Personnel Committee'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 email [melissat@haca.net](mailto:melissat@haca.net) or call (510)727-8511.

(CONTINUED ON NEXT PAGE)



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**PERSONELL COMMITTEE AGENDA**  
**Special Meeting: February 10, 2021**  
**Time: 7:00 a.m.**

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

**2. APPROVAL OF THE MINUTES OF THE OCTOBER 14, 2020 MEETING**

**ACTION**

**PAGE**

**3**

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

**4. NEW BUSINESS**

	PERSONNEL RULE	DESCRIPTION		
<b>4-1.</b>	N/A	Amendments to the Personnel Committee Bylaws	<b>ACTION</b>	11
<b>4-2.</b>	1.2	Amendments to Personnel Rules – Rules 7.4, 21, 22, 24 and 25	<b>ACTION</b>	11
<b>4-3.</b>	5.4	Adoption of class specifications (Housing Specialist)	<b>ACTION</b>	14

**5. ADJOURNMENT**

**PERSONNEL COMMITTEE**  
**MEETING MINUTES**  
**October 14, 2020**

**PERSONNEL COMMITTEE**  
**Special Meeting: October 14, 2020**  
**Meeting Time: 7:00 a.m.**

**SUMMARY ACTION MINUTES**

*Based on guidance provided by Centers for Disease Control Prevention, Alameda County Public Health officials and Governor Newsom's Executive Orders, in-person meetings are suspended until further notice. This meeting was conducted via the Zoom video conference platform and by phone.*

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

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**CALL TO ORDER:**

Chairperson Hannon called the meeting to order at 7:01 a.m.

**ROLL CALL:**

**Present:**

Chairperson Michael Hannon

Commissioner Pete Ballew

Commissioner Mark Gerry (entered after Roll Call)

**Excused:**

Commissioner Arne Olson

**2. APPROVAL OF THE MINUTES OF THE SEPTEMBER 9, 2020 PERSONNEL COMMITTEE MEETING**

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**RECOMMENDATION:** Approve the minutes of the September 9, 2020 Personnel Committee meeting as presented.

**MOTION/SECOND:** Ballew/Hannon.

Upon a roll call vote being taken the votes were:

Ayes: Cmr. Ballew and Hannon

Not present for the vote: Cmr. Gerry

Motion passed.

**APPROVED AS RECOMMENDED.**

**3. PUBLIC COMMENT**

*On matters not on the Agenda.*

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None.

#### 4. NEW BUSINESS

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*Chairperson Hannon stated that the Personnel Committee will conduct a review of each of the attachments in the meeting agenda packet rather than go through each agenda item and its corresponding attachment(s) individually since all are components of the overall amendments to this particular set of personnel rules. He recommended that the committee then take action on all items following their review. The Personnel Committee reviewed and discussed Attachments A-F as part of the following agenda items:*

4-1.	<b><u>ACTION:</u> AMENDMENT TO PERSONNEL RULES – RULES 14, 18-20</b>	<b><u>PERSONNEL RULE:</u></b> <b>1.2</b>
4-2.	<b><u>ACTION:</u> AMENDMENT TO PERSONNEL RULES – MODIFIED DUTY &amp; RETURN TO WORK PROGRAM</b>	<b>1.2</b>
4-3.	<b><u>ACTION:</u> AMENDMENT TO PERSONNEL RULES – KIN CARE LEAVE POLICY</b>	<b>1.2</b>
4-4.	<b><u>ACTION:</u> AMENDMENT TO PERSONNEL RULES – BEREAVEMENT LEAVE</b>	<b>1.2</b>
4-5.	<b><u>ACTION:</u> AMENDMENT TO PERSONNEL RULES – CATASTROPHIC LEAVE SHARING PROGRAM</b>	<b>1.2</b>
4-6.	<b><u>ACTION:</u> AMENDMENT TO PERSONNEL RULES – FLEET MANAGEMENT, DRIVER SAFETY &amp; VEHICLE USE</b>	<b>1.2</b>

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Kurt Wiest, Executive Director, introduced this item. Mr. Wiest reported that staff has completed its review of the next set of sections in HACA's Personnel Rules and is proposing to amend these sections as part of the ongoing project to update and organize HACA's Personnel Rules.

#### Personnel Committee Discussion:

#### **4-1. AMENDMENTS TO PERSONNEL RULES – RULES 14, 18-20 (ATTACHMENT A)**

Chairperson Hannon discussed the topic of floating holidays. He referenced Section 18.2 *Other Holidays* and asked staff to add language to Section 18.2.B. that describes the granting of a floating holiday in the event a paid holiday falls on a Friday in which HACA is closed. He also encouraged staff to consider granting floating holidays, on a pro-rated basis, to newly-hired employees who would otherwise not be entitled to any floating holidays.

Chairperson Hannon and Cmr. Ballew discussed the various employee leave benefits offered at HACA. Mr. Wiest described these leaves and gave some examples of how an employee might use these benefits. Chairperson Hannon and Cmr. Ballew discussed Premium Pay. Mr. Wiest described some scenarios when Premium Pay would be paid to an employee.

Personnel Committee Discussion (continued):

Chairperson Hannon cited Section 20.3.C. of the Personnel Rules pertaining to medical documentation. He asked if the sentence should clearly state HACA could require an employee to provide medical documentation for absences that are less than 2 days. Cmr. Ballew commented that the wording of that sentence does not prohibit HACA from asking for these documents and that it does allow HACA some flexibility.

**4-2. AMENDMENTS TO PERSONNEL RULES – MODIFIED DUTY & RETURN TO WORK PROGRAM (ATTACHMENT B)**

Cmr. Ballew commented that the workers' compensation laws and policies are constantly changing. He and Charla Freckmann, Human Resources Manager, discussed the importance of closely monitoring these laws and policies to ensure compliance.

Chairperson Hannon and Ms. Freckmann discussed HACA's Vacation Sell Back program. The information pertaining to this policy was inadvertently excluded from the proposed amendments. Chairperson Hannon asked staff to add this information back in when these amendments go before the Housing Commission. He also asked that when staff prepares the report for the Housing Commission that they include and highlight in their staff report all of the insertions and changes that the Personnel Committee has recommended as part of their review. Chairperson Hannon also suggested that staff include the Vacation Sell Back program on the meeting agenda for the next Personnel Committee meeting so that the committee can review this information prior to the Housing Commission meeting.

**4-3. AMENDMENT TO PERSONNEL RULES – KIN CARE LEAVE POLICY (ATTACHMENT C)**

There were no questions or comments from the Personnel Committee.

**4-4. AMENDMENT TO PERSONNEL RULE – BEREAVEMENT LEAVE (ATTACHMENT D)**

Cmr. Ballew and Ms. Freckmann discussed domestic partnership. Ms. Freckmann indicated that she is planning to move provisions pertaining to domestic partnership to a separate section that will describe eligibility for benefits. Cmr. Gerry and Ms. Freckmann discussed documentation requirements for domestic partnerships. She indicated that HACA's requirements for registration differ from those of the State of California and offered to send Cmr. Gerry some information on the state's requirements.

**4-5. AMENDMENT TO PERSONNEL RULE – CATASTROPHIC LEAVE SHARING PROGRAM  
(ATTACHMENT E)**

Chairperson Hannon stated that there is a typo in Section 19.16.5 that reads: *"Donations shall be made in half-day increments of 14.16/or 4.44 hours at a minimum and are irrevocable."*

He asked that staff correct it to read: *"Donations shall be made in half-day increments of 4.16/or 4.44 hours at a minimum and are irrevocable."*

Mr. Ballew and Ms. Freckmann discussed the proposed Catastrophic Leave Sharing Program and the provisions for approval of the leave donations. Mr. Wiest stated that he and Ms. Freckmann will review the request form for leave donations to ensure that there is a section on the form for approvals.

**4-6. AMENDMENT TO PERSONNEL RULE - FLEET MANAGEMENT, DRIVER SAFETY & VEHICLE USE  
(ATTACHMENT F)**

Chairperson Hannon, Mr. Wiest and Ms. Freckmann discussed the use of HACA's fleet vehicles. Chairperson Hannon recommended that staff encourage employees who operate the fleet vehicles do a visual inspection of the vehicles each time prior to driving and report any issues immediately.

Chairperson Hannon cited Article V - *Vehicle Use* in the proposed HACA Fleet Management, Driver Safety & Vehicle Use Program document and indicated that there is missing language in Section A.1.c.i. following the, "Under these conditions," Ms. Freckmann stated that she will add in the missing language.

The Personnel Committee discussed the provision pertaining to the number of days within which an employee must notify HACA about a change in the status of their insurance coverage. Chairperson Hannon commented on the provision for use of rental cars and Ms. Freckmann described some scenarios when a HACA employee might need to drive a rental car.

Chairperson Hannon and Ms. Freckmann discussed the language in the proposed policy pertaining to transporting children in HACA's fleet vehicles. Mr. Ballew stated that the language regarding child safety seats is outdated and recommended that staff re-word this to state that current requirements in the vehicle code and safety protocols issued by the Department of Transportation regarding the use of child safety seats apply.

Mr. Ballew commented on Article V – *Vehicle Use*, Section A.1.c.iii. He suggested that staff ask employees to initial this particular section to acknowledge that they

understand that they are responsible for any tax implications that may apply to them as a result of receiving reimbursement for mileage and/or using their personal vehicle to conduct HACA business. Mr. Wiest commented on transporting non-HACA employees in HACA's vehicles. He asked Ms. Freckmann to review HACA's current insurance coverage to ensure that HACA is covered for these situations.

Chairperson Hannon asked that staff correct a typo under item. 3. at the top of page 11 of Attachment F. The sentence reads, "... *Failure to full any requirement of this program may result in disciplinary action up to and including termination.*" and should be corrected to read, "... *Failure to fulfill any requirement of this program may result in disciplinary action up to and including termination.*"

**RECOMMENDATION:** Approve agenda items 4.1 through 4.6 with the recommended revisions recommended by the Personnel Committee.

**MOTION/SECOND:** Ballew/Gerry

Upon a roll call vote being taken the votes were:

Aye: Cmr. Ballew, Hannon and Gerry

Motion passed. **APPROVED AS RECOMMENDED.**

<b>4-7.</b>	<b><u>ACTION: APPROVAL, CREATION AND PROMULGATION OF THE LIST OF ELIGIBLES RESULTING FROM THE ACCOUNTANT EXAM</u></b>	<b><u>PERSONNEL RULE: 4-7.</u></b>
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Charla Freckmann presented the staff report. Ms. Freckmann reported that an employment exam for the Accountant classification was held on October 13. The list of eligibles resulting from the exam was screen shared on the Zoom platform. Ms. Freckmann recommended that the Personnel Committee approve the list of eligibles.

**RECOMMENDATION:** Approve, create and promulgate the list of eligibles resulting from the exam for the Accountant classification.

**COMMISSION DISCUSSION:** Cmr. Ballew commented that at other public agencies the authority to approve an employment list is typically delegated to the Executive Director and/or his/her designee. He recommended that staff look into this and find out how to delegate this authority accordingly. Mr. Wiest agreed. Ms. Freckmann stated that there may be a personnel rule that was previously amended that touches upon this subject. She said that she will do some research and report back with her findings. Chairperson Hannon and Cmr. Gerry agreed with Cmr. Ballew's recommendation.

**MOTION/SECOND:** Gerry/Hannon.

Upon a roll call vote being taken the votes were:

Aye: Cmr. Ballew, Gerry and Hannon.

Motion passed. **APPROVED AS RECOMMENDED.**



4-8. **ACTION: ADOPTION OF CLASS SPECIFICATIONS (HOUSING TECHNICIAN)** **PERSONNEL RULE: 5.4.**

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Charla Freckmann presented the staff report. Ms. Freckmann reported that staff is proposing to amend the class specifications for the Housing Technician classification in order to allow for a broader spectrum of administrative duties. Ms. Freckmann described the functions of the Housing Technician and how the roles of this classification have evolved. She summarized the proposed revisions to the specifications for this job classification and recommended that the Personnel Committee approve the proposed revisions.

**RECOMMENDATION:** Approve the proposed revisions to the job specifications to the Housing Technician classification as presented.

**MOTION/SECOND:** Hannon/Ballew.

Upon a roll call vote being taken the votes were:

Aye: Cmr. Ballew, Gerry and Hannon.

Motion passed. **APPROVED AS RECOMMENDED.**

5. **ADJOURNMENT**

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There being no further business to discuss, Chairperson Hannon adjourned the Personnel Committee meeting at 7:58 a.m.

Respectfully submitted,

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Melissa Taesali  
Executive Assistant/  
Housing Commission Clerk

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Kurt Wiest  
Executive Director/  
Housing Commission Secretary

**Approved:**

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Michael Hannon  
Personnel Committee Chairperson

**NEW BUSINESS**  
**February 10, 2021**

**BACKGROUND INFORMATION**

<b><u>ITEM NO.</u></b>	<b><u>ACTION: AMENDMENTS TO THE PERSONNEL</u></b>	<b><u>PERSONNEL RULE:</u></b>
<b>4-1.</b>	<b>COMMITTEE BYLAWS</b>	<b>1.2</b>

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Arne Olson submitted his resignation from the Housing Commission in January. His departure creates a vacancy on the Personnel Committee. Your committee recommended that staff increase the number of members on the committee to give the opportunity for greater diversity on the committee and provide more opportunities for Housing Commissioners to serve.

Staff has reviewed the Personnel Committee's bylaws, which have not been updated in 24 years, and believes that this is an opportune time to make revisions to the bylaws in order to clean-up outdated language and to revise the number of members that makeup the committee.

The proposed revisions are under Attachment A for your review and consideration. The Housing Commission is scheduled to meet following your committee's meeting. Staff recommends that your committee approve the proposed revisions and forward a recommendation to the Housing Commission to adopt a resolution to approve these amendments. The resolution is an item on the Housing Commission's meeting agenda.

**BACKGROUND INFORMATION**

<b><u>ITEM NO.</u></b>	<b><u>ACTION: AMENDMENTS TO PERSONNEL RULES – RULES</u></b>	<b><u>PERSONNEL RULE:</u></b>
<b>4-2.</b>	<b>7.4, 21, 22, 24 AND 25</b>	<b>1.2</b>

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Personnel Rule 1.2 provides for amendments to the Personnel Rules and states that the Rules may be amended by a resolution adopted by the Housing Commission on the recommendation of the Personnel Committee, provided that the Personnel Committee shall first provide reasonable advance notice of any proposed amendments to employees of the Housing Authority and their recognized employee organizations and shall hold a hearing thereof. Personnel Rule 1.2 also states that the Personnel Committee and the Housing Commission shall meet and confer with recognized employee organizations where required by law.

For your Committee's review and consideration today, are revisions to the following articles:

- Article 7.4 – Promulgation of Eligibility Lists
- Article 21 – Leaves of Absence
- Article 22 – *(intentionally left blank for revision in March)*
- Article 23 – Grievance Procedure
- Article 24 – Discrimination and Harassment
- Article 25 – Constitutionality Clause

The tracked and clean versions of the amendments are attached as Attachment B. The following chart highlights what titles to articles were changed, what sections were moved to other articles and what articles are new in terms of re-organization.

Article #	Original Title	New Article/Title	Sections Deleted/Added	Moved To
7.4	Promulgation of Eligibility Lists	N/A	Changes authority from PC to ED or designee	N/A
20	Leaves of Absence	21	Military Leave	Separate policy
			Maternity Leave	Separate policy
21	Grievance Procedure	23	N/A	N/A
22	Discrimination	24-Discrimination & Harassment	N/A	N/A
23	Constitutionality Clause	25		

#### Article 7.4

This Section of Article 7 states that the Personnel Committee promulgates Housing Authority eligibility lists. At a prior meeting, your Personnel Committee expressed a desire to delegate this authority to appropriate staff. This requested change is common in other public agencies. The revision to this Article proposes that eligibility lists are now to be certified by the Human Resources Manager and approved by the Executive Director.

#### Article 21 – Leaves of Absence

This article was reorganized into the two categories of leaves – leaves of absence without pay and those paid leaves that do not relate to employee accrued leaves. Language was also added to reflect a leave provision which is provided in the current Memorandum of Understanding regarding paid leave to participate in the recruitment process.

Two provisions of this article regarding leave benefits (Military Leave and Maternity Leave) have been removed from the Personnel Rules for two primary reasons: (1) these

leave provisions are significant benefit provisions and are more appropriately contained in stand-alone policies, and (2) both the military leave and maternity leave benefits have undergone significant changes since these rules were written and are in need of substantial updating. The stand-alone policies will be presented at your next Personnel Committee meeting for review and adoption since they are provisions originally stemming from the Personnel Rules.

#### Article 23 – Grievance Procedure

This Article was revised to better organize the sequence of the grievance procedure. One provision regarding the grievance rights of ex-Housing Authority employees was changed to mirror the language on the same topic contained in the current Memorandum of Understanding. It is the general practice that when a provision in the MOU is changed, the same provision is changed in the Personnel Rules. This change occurred many years ago and was overlooked in the Personnel Rules. The proposed language change on this issue is taken from the current Memorandum of Understanding (MOU) between the Housing Authority and SEIU Local 1021 and is proposed here to keep the Personnel Rules consistent with this provision in the MOU.

#### Article 24 – Discrimination and Harassment

The changes to this article reflect reorganization and revision for clarification.

#### Article 25 – Constitutionality Clause

A few minor edits are being recommended to simplify the meaning of this Article.

As has been stated in prior Personnel Rule revisions brought to your Personnel Committee for review and adoption, these changes, albeit substantial in “cutting and pasting,” are not substantive changes to terms and conditions of employment. The changes reflect language that is consistent with current Housing Authority practice.

#### Recommendation

Staff recommends that the revisions to the above-referenced Articles of the Personnel Rules be approved and that your Committee recommend that the Housing Commission adopt a resolution to approve the proposed amendments when staff brings this item to the Housing Commission in March.

**BACKGROUND INFORMATION**

<b><u>ITEM NO.</u></b>	<b><u>ACTION: ADOPTION OF CLASS SPECIFICATIONS</u></b>	<b><u>PERSONNEL RULE:</u></b>
<b>4-3.</b>	<b>(HOUSING SPECIALIST)</b>	<b>5.4</b>

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Personnel Rule 5.2 states that the Personnel Committee shall adopt and maintain a written classification for each class of positions and such specifications shall constitute the official specifications of classes and that no new classification will be established without a final class specification that has been approved by the Personnel Committee. Article 5.4 of the Personnel Rules states that the Personnel Committee shall approve amendments or revisions to classifications as needed.

The classification of Housing Specialist is being proposed for revision to reflect the current spectrum of duties and responsibilities and upgrades the minimum qualifications for this journey level classification. The Housing Specialist classification has not been updated in over fifteen years. The clean and tracked versions of these amendments are attached under Attachment C.

# ATTACHMENT A

# HOUSING AUTHORITY OF ALAMEDA COUNTY



22941 ATHERTON STREET • HAYWARD, CALIFORNIA 94541-6633  
TEL: (510) 538-8876 • FAX: (510) 727-8554 • TDD: (510) 727-8551

## HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

### HOUSING COMMISSION

### Bylaws of the Personnel Committee

(Revised: February 19, 1997 - Res. No. 03-97)

#### Article I-Definitions

- Section 1.** Authority shall mean the Housing Authority of the County of Alameda.
- Section 2.** Commission shall collectively mean the members of the Housing Commission appointed by the Alameda County Board of Supervisors.
- Section 3.** Executive Director shall mean the Executive Director of the Housing Authority of the County of Alameda.
- Section 4.** Office of the Authority shall mean the offices of the Housing Authority of the County of Alameda.
- Section 5.** Personnel Officer shall mean the Personnel Officer of the Housing Authority of the County of Alameda.
- Section 6.** Personnel Rules shall mean the Personnel Rules adopted by the Commission.

#### Article II- Membership

- Section 1.** Appointment. The Commission Chair, with the concurrence of the Commission, shall appoint ~~four (4)~~ **six (6)** Commissioners to serve as the Personnel Committee.
- Section 2.** Terms of Office. Personnel Committee members shall serve for four (4) year terms. Committee members may be reappointed.
- Section 3.** Maintenance of Membership. Committee members may only serve as long as they remain members of the Commission.

#### Article III- Officers

- Section 1.** Election. The Personnel Committee, by majority vote, shall elect for a term of one (1) year a Chair and Vice-Chair from among its members. There is no limit to the number of terms a member may serve as an officer.
- Section 2.** Chair. The Chair shall preside at all meetings of the Personnel Committee and be responsible for the conduct of the meetings and other duties normally associated with a Chair.



Personnel Committee Bylaws  
Page 2

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**Section 3.** **Vice-Chair.** The Vice-chair shall perform those duties assigned by the Chair and act for the Chair in the latter's absence. If for any reason the Chair cannot continue, the Vice-Chair shall perform such duties as are imposed on the Chair until such time as the Committee shall elect a new Chair.

**and/or**

**Section 4.** **Secretary.** The Executive Director ~~or~~ his or her designee shall serve as the Secretary to the Committee.

Article V- Meetings and Rules

**Section 1.** **Regular Meetings.** As the Personnel Committee meets only to consider personnel actions designated within their purview as described in the Personnel Rules, there will be no Regular Meetings.

**Section 2.** **Special Meetings.** Special Meetings will be called by the Committee Chair at the request of the Personnel Officer or Executive Director stating the purpose, time, and place of the meeting.  
~~The only business to be transacted shall be limited to the items and subjects set forth in the Personnel Committee agenda.~~

- A. ~~The only business to be transacted shall be limited to the items and subjects set forth in the Personnel Committee Agenda.~~
- B. ~~Written notice shall be given seventy-two (72) hours in advance of the meeting to each Committee member, Commission member, local newspapers of general circulation and anyone filing a written request for notice. Notice of meetings shall comply with California Government Code Section 54950 commonly known as the Ralph M. Brown Act.~~

**Section 3.** **Executive Sessions.** Executive sessions may be held only for those purposes permitted by the Ralph M. Brown Act.

**Section 4.** **Rules.** All meetings shall be conducted in accordance with Robert's Rules of Order.

**Section 5.** **Conduct of Business.** All meetings shall be public and shall follow an agenda prepared by the Personnel Officer or Executive Director. **and/or his or her designee.**

- A. ~~Written notice of the meetings shall be sent at least 3 days in advance of a meeting to all members of the Committee and Commission. Items to be considered, staff reports and other agenda material shall be included in the mailing when available.~~

The Personnel Committee meeting agenda shall be posted on the Housing Authority's bulletin boards located near the building entrance and employee break rooms. An agenda packet containing the staff reports for the items to be considered and other agenda materials shall be provided to the Personnel Committee members at least 3 days in advance of a meeting in the format requested by the Personnel Committee member.

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Page 3

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**Section 5.      Conduct of Business.** (cont'd)

- B.      ~~Advance publicity of the meeting shall be given to reasonably insure that the public will be notified of all Committee meetings. Publicity shall include notice to newspapers of general circulation.~~
- C.      Opportunity for public comment shall be included in the agenda for both nonagenda and agenda items. Public comment may be limited by the Chair as needed to address meeting time constraints.
- D.      The agenda of the meetings shall include minutes of the previous meeting. Minutes of all meetings shall be kept on file with the Housing Authority. ~~Copies shall be provided to the Commission.~~

Three committee

**Section 6.      Quorum.** ~~Two committee~~ members of those currently appointed shall constitute a quorum for the transaction of business.

- A.      Actions shall be by formal motion or resolution.
- B.      Each Committee member shall have one vote
- C.      Proxy votes are not permitted.

Article VI- Amendments to Bylaws

These Bylaws may be amended by a two-thirds vote of the Committee members present, subject to final approval of the full Commission, ~~provided that notice of the proposed amendments has been given to each Committee member and Commissioner in writing at least 10 days prior to the meeting at which the proposed amendment is to be considered.~~

Article VII- Severability

If any article, section, paragraph, sentence, clause or phrase of these Bylaws is held for any reason to be illegal, unconstitutional, or null and void, such decision shall not affect the validity of the remaining portion of these Bylaws.

pcbylaws.rev

Revised:      February 19, 1997  
Resolution No. 03-97



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County of Alameda

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## HOUSING COMMISSION

### BYLAWS OF THE PERSONNEL COMMITTEE

*Revised: February 10, 2021 – Resolution No. 04-21*

#### Article I – Definitions

- Section 1. **Authority** shall mean the Housing Authority of the County of Alameda.
- Section 2. **Commission** shall collectively mean the members of the Housing Authority of the County of Alameda appointed by the Alameda County Board of Supervisors.
- Section 3. **Executive Director** shall mean the Executive Director of the Housing Authority of the County of Alameda.
- Section 4. **Office of the Authority** shall mean the offices of the Housing Authority of the County of Alameda.
- Section 5. **Personnel Officer** shall mean the Personnel Officer of the Housing Authority of the County of Alameda.
- Section 6. **Personnel Rules** shall mean the Personnel Rules adopted by the Commission.

#### Article II - Membership

- Section 1. **Appointment.** The Commission Chair, with the concurrence of the Commission, shall appoint six (6) Commissioners to serve as the Personnel Committee.
- Section 2. **Terms of Office.** Personnel Committee members shall serve for (4) year terms. Committee members may be reappointed.
- Section 3. **Maintenance of Membership.** Committee members may only serve as long as they remain members of the Commission.

#### Article III - Officers

- Section 1. **Election.** The Personnel Committee, by majority vote, shall elect for a term of one (1) year a Chair and Vice-Chair from among its members. There is no limit to the number of terms a member may serve as an officer.
- Section 2. **Chair.** The Chair shall preside at all meetings of the Personnel Committee and be responsible for the conduct of the meetings and other duties normally associated with a Chair.

### **Article III – Officers (Continued)**

- Section 3. **Vice Chair.** The Vice Chair shall perform those duties assigned by the Chair and act for the Chair in the latter's absence. If for any reason the Chair cannot continue, the Vice Chair shall perform such duties as are imposed on the Chair until such time as the Committee shall elect a new Chair.
- Section 4. **Secretary.** The Executive Director and/or his or her designee shall serve as the Secretary to the Committee.

### **Article IV – Meeting and Rules**

- Section 1. **Regular Meetings.** AS the Personnel Committee meets only to consider personnel actions designated within their purview as described in the Housing Authority of the County of Alameda's Personnel Rules, there will be no Regular Meetings.
- Section 2. **Special Meetings.** Special Meetings will be called by the Committee Chair at the request of the Personnel Officer or Executive Director stating the purpose, time and place of meeting. The only business to be transacted shall be limited to the items and subjects set forth in the Personnel Committee agenda.
- Section 3. **Executive Sessions.** Executive Sessions may be held only for those purposes permitted by the Ralph M. Brown Act.
- Section 4. **Rules.** All meetings shall be conducted in accordance with Robert's Rules of Order.
- Section 5. **Conduct of Business.** All meetings shall be public and shall follow an agenda prepared by the Personnel Officer and/or Executive Director and/or his or her designee.
- A. The Personnel Committee meeting agenda shall be posted on the Housing Authority's bulletin boards located near the building entrance and employee break rooms. An agenda packet containing the staff reports for the items to be considered and other agenda materials shall be provided to the Personnel Committee members at least 3 days in advance of a meeting in the format requested by the Personnel Committee member.
- Section 6. **Quorum.** Three (3) committee members of those currently appointed shall constitute a quorum for the transaction of business.
- A. Actions shall be by formal motion or resolution.
- B. Each Committee member shall have one (1) vote.
- C. Proxy votes are not permitted.

Housing Authority of the County of Alameda  
Housing Commission  
Bylaws of the Personnel Committee  
Page 3

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**Article V – Amendments to Bylaws**

These Bylaws may be amended by a two-thirds vote of the Committee members present, subject to final approval of the Housing Commission.

**Article VI – Severability**

If any article, section, paragraph, sentence, clause or phrase of the Bylaws is held for any reason to be illegal, unconstitutional, or null and void such decision shall not affect the validity of the remaining portion of these Bylaws.

# ATTACHMENT B

## **Article 7**

### **INTERVIEWS AND EXAMINATION**

#### **Section 7.4            RATINGS**

- A. When education, training and experience are weighted separately as part of an examination, a rating system shall be used to evaluate the quality of experience and satisfactory completion of any required education and training.
- B. In order to be placed on an eligibility list, candidates must attain an overall rating of at least 70% in the total examination. The Executive Director or their designee may set a minimum qualifying rating other than 70% for each different subject matter test or for other parts of an examination. Candidates failing to achieve the established ratings shall be eliminated from participating in the remaining portions of the examination. In converting raw scores to percentage ratings, scores below the passing score need not be converted.

#### **C.        Notice of Results**

~~After the e~~Eligibility lists ~~is promulgated by the Personnel Committee, are certified by the Human Resources Manager and then approved by the ExecutiveDirector. Thereafter,~~ each candidate shall be notified by mail of the results of their examination. The notice shall state the score and relative ranking on the eligibility list. When candidates receive less than an overall passing score, they shall be notified of their failure to qualify to be placed on the eligibility list.

## Article 210 LEAVES OF ABSENCE

### Section 210.1 LEAVES OF ABSENCE WITHOUT PAY MAY NOT EXCEED SIX MONTHS

#### A. General Leave of Absence Without Pay

A general leave of absence without pay may be ~~granted~~authorized by the Executive Director upon the request of the employee for a period of up to six (6) months, seeking such leave, but ~~However, such the total amount of leave without pay shall not be for longer than exceed six (6) months, except as hereinafter provided.~~ The number of authorized requests for a general leave of absence without pay is limited to one per employee unless in the discretion of the Executive Director, additional requests are deemed necessary and justified.

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### Section 20.2 NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT

A leave of absence without pay may not be granted to a person accepting either private or public employment outside the service of the Authority, except as provided in these Rules.

### Section 20.3 MILITARY LEAVE

Every employee shall be entitled to military leave of absence as specified in Chapter 7, Part 1, Division 2 of the California Military and Veterans' Code. For active duty service, an employee shall be eligible for up to 30 calendar days of paid Military Leave, if he/she has been continuously employed for a period of one year with the Housing Authority. Active service in the National Guard shall not require the previous year of service to be eligible for up to 30 calendar days of paid Military Leave.

Additionally, for training service, an employee shall be eligible for up to 30 calendar days of paid leave if he/she has been continuously employed for a period of one year with the Housing Authority and he/she has at least one year of military service credit.

Military leave shall be paid for scheduled workdays occurring during the 30-calendar day period, including holidays as referenced in Article 17.

### Section 20.4 TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE



B. Leave of Absence to Temporarily Fill a Vacancy Due to Military Leave

The Executive Director may grant an employee a leave of absence without pay from ~~his/her~~ their ~~current~~ position to permit ~~such an~~ the employee to be temporarily appointed to ~~fill~~ a ~~vacant~~ position ~~which is vacant~~ as the result, ~~and during the period of~~; a military leave of absence ~~of~~ another employee.

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Section 20.5 — EDUCATIONAL LEAVEC. Leave to Pursue Education

A leave of absence without pay may be ~~granted~~ authorized by the Executive Director upon the request of the employee ~~seeking such leave~~ for the purpose of education, ~~but no one such~~ However, a leave of absence authorized under this provision shall not exceed ~~a period of~~ one year.

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D. Leave to Perform Work While Disabled

1. ~~If an employee becomes disabled cannot perform the duties of their normal position and there is no alternative work is available through the Housing Authority's Return to Work & Modified Duty Program, the employee may be granted leave without pay to be able to perform work the employee is capable of while disabled.~~

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2. ~~A leave of absence under this provision is granted at the sole discretion of the Executive Director and shall not exceed six (6) months.~~

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Section 20.6 — LEAVE WHEN LENT TO OTHER GOVERNMENT AGENCY OR EDUCATIONAL INSTITUTION

~~A leave of absence without pay may be granted by the Executive Director to any employee who is lent to another governmental jurisdiction, to an agency engaged in a survey of government practices, or to an educational institution, but no one such leave of absence shall exceed a period of one year.~~

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Section 20.7 — LEAVES OF ABSENCE TO ACCEPT APPOINTMENT TO ANOTHER POSITION IN THE CLASSIFIED SERVICE

~~An employee having tenure in a classification in the classified service who is appointed to another classification in the classified service may be granted a leave of absence without pay from the position to which he/she has tenure until he/she obtains tenure to such other position, or his/her appointment thereto is terminated for any reason, whichever first occurs. In the event of the return of such employee to the position from which leave of absence was granted, the employee with the least seniority in such class in such department shall be laid off if all authorized positions are filled.~~

Section 20.8 — LEAVE FOR ASSIGNMENT TO SPECIAL PROJECT

~~An employee having tenure in a classification in the classified service, who is appointed to the classification of Project Specialist, may be granted a leave of absence without pay from the classification in which he/she has tenure, by the Executive Director, for the duration of said employee's assignment to the special project.~~

### **Section 20.92**

### **LEAVE FOR JURY DUTY OR IN ANSWER TO SUBPOENA**

- ~~A. Sufficient paid leave shall be granted provided to permit an employee to travel between the work place and the court and while serving on jury duty or to appear in court to answer to a subpoena as a witness.~~
- ~~B. Any jury or witness fee awarded to such person, less reimbursement for mileage, shall be deposited with the Housing Authority Assistant Director/ Controller-Finance Director. However, it is the general rule that government employees do not receive fees or mileage for jury duty because they generally are provided paid leave.~~
- ~~C. When an employee is excused from jury duty or from answering a subpoena as a witness in time to report to work for at least one-half his/her of their regularly scheduled shift, the employee shall report to duty work and jury duty pay under this section shall be reduced accordingly.~~
- ~~D. If a non-management exempt employee fails to report to work as set forth herein subsection C, above, he/she they shall be deemed required to code their time as leave without pay for the balance of the day.~~
- ~~E. Employee shall apply for standby jury duty if the court permits this option. An If an employee's whose work assignment precludes participation in the standby jury duty duty, they shall be exempted from this requirement, provided that a Supervisor The employee's manager may adjust an employee's work assignment to permit the employee to apply for standby duty.~~

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### **Section 21.3 LEAVE FOR PARTICIPATION IN THE RECRUITMENT EXAMINATION PROCESS**

- ~~A. An employee may be granted paid leave to participate in the Housing Authority's recruitment process provided that the employee gives their manager at least forty-eight (48) hours advance notice.~~
- ~~B. Paid leave shall also be provided to a management employee in order to participate as an interview panelist for another Housing Authority or public agency.~~

### **Section 20.10 DISABILITY LEAVE FOR OTHER EMPLOYMENT**

~~Anything in these Rules to the contrary notwithstanding, any person who because of sickness or injury is incapable of performing his work or duties in the service of the Authority but who is nevertheless capable of performing other work or duties outside the service of the Authority may~~

within the discretion of the Executive Director, be granted sick leave of absence without pay during such disability to accept such employment. Such disability leave shall not exceed six months.

#### **Section 20.11 — MATERNITY LEAVE**

Pregnant employees who are not eligible for Pregnancy Disability Leave under the Family/ Medical Leave Policy are entitled to the following leave provisions. Pregnant employees shall furnish their Unit Supervisors, a statement which indicates the estimated date of delivery. A pregnant employee is entitled to a maternity leave of up to four months, the dates of which are to be mutually agreed by the employee and the Housing Authority. Such an employee may elect to take accrued vacation or compensating time off or sick leave during the period of maternity leave. In the event an employee requests to return from maternity leave prior to the previously agreed return date, the Housing Authority may require acceptable proof of the employee's ability to return to work provided that the Housing Authority shall notify the employee in writing of such requirement.

The employee shall be entitled to sick leave with pay accumulated pursuant to Section 19.4 of these rules and, with the approval of the Executive Director, to sick leave with pay for which she is otherwise eligible pursuant to Section 19.6 of these rules. Reinstatement subsequent to maternity leave of absence shall be the same classification from which leave was taken and the Housing Authority shall make its best effort to return such employee to the same specialization within a classification, if one exists. Questions as to whether or not the Housing Authority has used its best effort herein shall not be subject to the grievance procedure.

#### **Section 210.412 STATE DISABILITY INSURANCE BENEFITS**

The Housing Authority shall continue to participate under in the California's State Disability Insurance (SDI) Program. SDI premiums shall be shared equally by the employee and the Housing Authority.

A. ~~An e~~Employees who are otherwise eligible for stated disability insurance benefits shall have the choice of:

1. Not applying for state disability insurance benefits and using accrued paid sick leave and then using accrued vacation ~~leave~~, compensatorying time off, and/or floating holiday; pay, and/or with the consent of the Executive Director, discretionary major medical supplemental paid sick leave; or

2.2. —Applying for state disability insurance benefits and using accrued paid sick leave and/or vacation, leave and/or compensatorying time off and/or floating holiday pay, and/or, with the Executive Director, discretionary major medical supplemental paid sick leave as a supplement to ~~the state~~ disability insurance benefits. This option is referred to as "coordination of benefits." The amount of ~~such~~ supplemental accrued leave for any hour of any normal work day shall not exceed the difference between 80% of the employee's normal gross salary rate including premium and differential pay and any disability insurance benefits the employee receives. The employee's accrued sick leave, ~~discretionary major medical~~

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~~supplemental paid sick leave~~, vacation ~~leave~~, compensat~~ory~~ing time off, and/or floating holiday balances shall be charged only for the hours (to the nearest one-tenth of an hour) represented by the amount paid as ~~such a~~ supplement ~~to state disability insurance benefits~~.

3. Employees who apply for state disability insurance benefits may choose to not use any of their accrued leave balances to supplement SDI.

B. Hours, including fractions of hours ~~thereof~~, charged against the employee's accrued sick leave, ~~discretionary major medical supplemental paid sick leave~~, vacation ~~leave~~, compensat~~ory~~ing time off, and/or floating holiday balances as supplements to ~~state~~ disability insurance benefits will be regarded as hours of paid leave of absence. Vacation and sick leave shall be accrued based upon a ~~portion pro rated amount based on of the number of~~ hours charged against the employee's accrued sick leave, ~~discretionary major medical supplemental paid sick leave~~, vacation ~~leave~~, compensat~~ory~~ing time off, and/or floating holiday balances to the normal pay period.

C. For purposes of ~~determining continuing~~ eligibility for ~~the~~ Housing Authority's ~~hospital and medical care contributions~~ and dental coverage, employees who are receiving a supplement to ~~state~~ disability insurance benefits ~~paid from and charged to from~~ accrued sick leave, ~~a discretionary major medical supplemental paid sick leave~~, vacation ~~leave~~, compensat~~ory~~ing time off and/or floating holiday balances shall be ~~regarded as on~~ ~~deemed in a~~ full-time paid status with regard to the days for which such supplement is paid.

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

E. ~~The The~~ Housing Authority's group health care providers will permit employees who ~~are no longer considered to be in a paid status, because of exhaustion of their accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holidays balances, and~~ are dropped from health and/or dental plan coverage to re-enter the group plans upon returning to full-time work.

## Section 2~~10.513~~

### **UNAUTHORIZED LEAVES WITHOUT PAY**

A. Employees who are absent from work and who do not qualify for vacation ~~leave~~, holiday pay, sick leave, compensatory leave time or any other paid leave status shall be placed on ~~L~~leave ~~W~~without ~~P~~pay. Employees are only entitled to an approved ~~L~~leave ~~W~~without ~~P~~pay if they meet the qualifications for a specific unpaid leave provision (~~such as~~ provided by the ~~state and/or federal~~ law, these Personnel Rules or ~~another~~ Housing Authority policy).

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B. Employees who are consistently, repetitiously or continuously on an unapproved lleave Wwithout Ppay may be subject to disciplinary action and/or automatic resignation under Article 12.32 of these Personnel Rules.

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## Article 231 GRIEVANCE PROCEDURE

### Section 231.1 DEFINITION

A. A grievance pursuant to these Rules is defined as an allegation by an employee or group of employees of a dispute regarding interpretation or application of these rules, provided that ~~the such~~ dispute concerns matters within the scope of representation as defined in Government Code Section 3504.

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B. An employee or group of employees may grieve a violation of a written ~~departmental~~ policy or rule ~~promulgated by the Executive Director~~ only if ~~such the~~ policy or rule is designated by the Executive Director as a regulation to be followed in all applicable situations and without discretion on the part of ~~supervisory management~~ staff to determine ~~whether or~~ to what extent the policy or rule is ~~to be~~ applicable.

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C. A recognized employee organization may represent any employee(s) in ~~this~~ grievance process. ~~However, a dispute is only grievable under these Rules but may file or pursue a grievance~~ only if ~~the representing~~ employee(s) ~~is~~ adversely affected by the dispute.

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D. Any matter which may be appealed to the Personnel Committee is not subject to this grievance procedure.

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### Section 23.2 FORM OF GRIEVANCE

A formal grievance can only be initiated by submitting a written document and/or grievance form which includes the following required information:

1. Name(s) of grievant;
2. Classification ~~title(s)~~;
3. Department(s);
4. A clear statement of the nature of the grievance (citing ~~the~~ applicable ~~ordinance, Personnel #~~ Rules or regulations or contract provisions);
5. The date upon which the event giving rise to the alleged grievance occurred;
6. The date upon which the informal discussion with the ~~employee's supervisor manager~~ took place;
7. A proposed solution to the grievance;
8. The date of execution of the written grievance/grievance form;
9. The signature of the grievant(s).

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**Section 234.32 AUTHORITY REVIEW AND ADJUSTMENT**  
**RESOLUTION OF GRIEVANCES**

**21.2.1 A. First Step - Informal Discussion**

An employee having a grievance shall first discuss it with his/her their immediate supervisor manager and endeavor to work out reach a satisfactory solution in an informal manner. with such supervisor. This informal discussion shall occur no more than seven (7) working days after the dispute occurred or is known to the employee.

**21.2.2 B. Second Step – Formal Written Grievance**

1. If a satisfactory solution is not accomplished by informal discussion between the employee and the employee's manager, the employee shall have the right to consult with, and be assisted by a representative of his/her their own choice in this and all succeeding steps of this grievance procedure. subparagraph and may there after

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2. The employee may then file a formal written grievance in writing and submit the grievance to with his/her their manager immediate supervisor within seven (7) working days after the date of such the informal discussion was held.

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3. Within seven (7) working days after receipt of any written grievance, the employee's immediate supervisor manager shall return a copy of the written grievance to the employee with his/her their written response answer thereto in writing.

C. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of their manager's answer within which to file an appeal to the Personnel Officer.

**21.2.3**

**D. Third Step - Personnel Officer Review**

The Personnel Officer shall have seven (7) working days after receipt of the employee's written appeal in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or his/her their representative shall have seven (7) working days from receipt of the answer within which to file an appeal to with the Executive Director.

**21.2.4 E. Fourth Step – Appeal to Executive Director**

1. The Executive Director shall have fifteen (15) working days after receipt of the employee's written appeal from the Personnel Officer's decision in which to review, hold a hearings, and answer the grievance in writing issue a written decision.

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2. Unless waived by mutual agreement ~~of between~~ the employee or ~~his/her~~their representative and the Executive Director, a hearing is required at this step and the employee and ~~his/her~~their representative shall have the right to be present ~~at~~ and participate in ~~such the~~ hearing. The time limit at this step may be extended by mutual agreement between the Executive Director and the employee or ~~his/her~~their representative.

#### Section ~~231.43~~

#### WAIVER OF APPEAL STEPS

- A. If the grievance is not resolved after the ~~first line supervisor manager~~ has answered it in writing (Step 2), the Union and the Executive Director may, by mutual agreement, waive the review of the grievance at the Personnel Officer level (Step 3).
- B. Grievances which allege sexual harassment by the ~~first line supervisor employee's manager~~ may be filed initially with the Personnel Officer.
- C. Grievances alleging sexual harassment by the Personnel Officer may be filed ~~initially~~directly with the Executive Director.
- D. Grievances alleging sexual harassment by the Executive Director will be referred to an outside consultant for investigation.

#### Section ~~231.54~~

#### BINDING ARBITRATION OF GRIEVANCES

In the event that the grievance is not resolved ~~pursuant to Section 21.2.4, at the Executive Director level (Step 4).~~ the grievant or ~~his/her~~their representative may, within thirty (30) working days after receipt of the decision of the Executive Director ~~made pursuant to Section 21.2.4,~~ request that the grievance be heard by an arbitrator.

#### Section ~~21.5~~ — SELECTION OF ARBITRATOR

##### A. Selection of the Arbitrator

The arbitrator shall be selected by mutual agreement between the Executive Director ~~or their designee~~ and the employee or ~~his/her~~their representative. If the Executive Director ~~or their designee~~ and the employee or ~~if his/her~~their representative are unable to mutually agree on the selection of an arbitrator, they shall jointly request a list of five (5) qualified arbitrators from the State Mediation and Conciliation Service (SMCS) or the American Arbitration Association (AAA). ~~to submit a list of five qualified arbitrators.~~ The Executive Director ~~or their designee~~ and the employee or ~~his/her~~their representative shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator. Participation in the selection of the arbitrator shall take place within one-hundred and twenty (120) days of the receipt of the request for arbitration or the grievance shall be ruled abandoned.

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**Section 21.6 — DUTY OF ARBITRATOR****B. Duty of the Arbitrator**

Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and ~~thereafter make~~ render written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall have no power to amend these rules, a resolution of the Housing Authority Board of Commissioners, state law, or written ~~departmental rule~~ Housing Authority policy, or to recommend such an amendment.

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**Section 23.67 — PAYMENT OF COSTS**

The cost of arbitration, including the fees and expenses of the arbitrator and the court reporter (if required) ~~recorder~~, shall be borne equally by the parties.

**Section 23.78 — EFFECT OF FAILURE OF TIMELY ACTION**

Failure of the employee to file an appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure of the Housing Authority to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

**Section 23.89 — LIMITATION OF STALE GRIEVANCES**

A grievance shall be void unless presented within sixty (60) calendar days from the date upon which the Housing Authority has allegedly failed to provide a condition of employment. In no event shall any grievance include a claim for monetary relief for more than a 60-day period.

**Section 23.910 — GRIEVANCE RIGHTS OF FORMER EMPLOYEES**

An person individual who because of dismissal, resignation, or layoff, is no longer an Housing Authority employee may file ~~and pursue~~ a grievance at the Executive Director level and may also pursue such the grievance through ~~the remaining levels of the grievance procedure, including~~ binding arbitration, provided that the grievance is timely filed, that the grievance is filed no ~~longer later~~ than thirty (30) calendar days from the date of issuance of the pay warrant (check) complained of, that the issue would otherwise be grievable under this Section; and provided further, that under no circumstances may a former employee file any grievance unless it relates solely to whether such person's final pay warrant correctly reflected the final salary or fringe benefits taken in the form of cash owed to such person. incident or alleged violation and that the issue would otherwise be grievable under this Article. In cases of dispute over the final pay warrant the date of such incident shall be the date of issuance of the warrant.

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## Article 242 DISCRIMINATION AND HARASSMENT

### Section 242.1 COMPLAINTS OF DISCRIMINATION

Any disputes or complaints which involve alleged discrimination against an individual because of ~~any of the protected categories as identified by either federal or state law race, religion, color, sex, (including gender, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth), physical or mental disability, age, national origin or ancestry, medical condition, marital status, or sexual orientation (including heterosexuality, homosexuality, and bisexuality) or other matter which applicable law forbids as a basis for discrimination~~ shall be pursued through the grievance procedure of a valid Memorandum of Understanding, through Article 234 of these rules, or through an appeal to the Personnel Committee, whichever is applicable. Complaints of discrimination submitted under these Rules shall relate to the applicability of these Rules and alleged discrimination.; ~~except that such~~ Any disputes or complaints ~~to which where said this~~ grievance ~~or appeals~~ procedures does not apply shall be pursued through the Housing -Authority's Policy Against Harassment, Discrimination and Retaliation Policy and Procedure.

### Section 242.2 SEXUAL HARASSMENT

Complaints of harassment based upon the protected statuses recognized by law, or retaliation for protesting against harassment shall be pursued through the grievance procedure of a valid Memorandum of Understanding if applicable or, if such grievance procedure is not applicable, through the Housing Authority's ~~Policy Against~~ Harassment, Discrimination and Retaliation Policy and Procedure.

## Article 23

### CONSTITUTIONALITY CLAUSE

If any Article, section, subsection, sentence, clause, or phrase of these rules is for any reason held to be invalid or unconstitutional, ~~such~~ the specific provision held to be invalid~~ity~~ or unconstitutional~~ity~~ shall not affect the validity or constitutionality of the remaining portions of these rules~~;~~ it being hereby is the expressly ~~declared intent~~ that these rules and each Article, section, subsection, sentence, clause and phrase ~~thereof~~ would have been adopted regardless of the fact that any one or more Articles, sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

## **Article 7**

### **INTERVIEWS AND EXAMINATION**

#### **Section 7.4            RATINGS**

- A. When education, training and experience are weighted separately as part of an examination, a rating system shall be used to evaluate the quality of experience and satisfactory completion of any required education and training.
- B. In order to be placed on an eligibility list, candidates must attain an overall rating of at least 70% in the total examination. The Executive Director or their designee may set a minimum qualifying rating other than 70% for each different subject matter test or for other parts of an examination. Candidates failing to achieve the established ratings shall be eliminated from participating in the remaining portions of the examination. In converting raw scores to percentage ratings, scores below the passing score need not be converted.

#### **C.        Notice of Results**

Eligibility lists are certified by the Human Resources Manager and then approved by the Executive Director. Thereafter, each candidate shall be notified by mail of the results of their examination. The notice shall state the score and relative ranking on the eligibility list. When candidates receive less than an overall passing score, they shall be notified of their failure to qualify to be placed on the eligibility list.

## **Article 21**

### **LEAVES OF ABSENCE**

#### **Section 21.1      LEAVES OF ABSENCE WITHOUT PAY**

##### **A. General Leave of Absence Without Pay**

A general leave of absence without pay may be authorized by the Executive Director upon the request of the employee for a period of up to six (6) months. However, the total amount of leave without pay shall not exceed six (6) months. The number of authorized requests for a general leave of absence without pay is limited to one per employee unless in the discretion of the Executive Director, additional requests are deemed necessary and justified.

##### **B. Leave of Absence to Temporarily Fill a Vacancy Due to Military Leave**

The Executive Director may grant an employee a leave of absence without pay from their current position to permit the employee to be temporarily appointed to a vacant position as the result of a military leave of absence of another employee.

##### **C. Leave to Pursue Education**

A leave of absence without pay may be authorized by the Executive Director upon the request of the employee for the purpose of education. However, a leave of absence authorized under this provision shall not exceed one year.

##### **D. Leave to Perform Work While Disabled**

1. If an employee becomes disabled cannot perform the duties of their normal position and there is no alternative work is available through the Housing Authority's Return to Work & Modified Duty Program, the employee may be granted leave without pay to be able to perform work the employee is capable of while disabled.
2. A leave of absence under this provision is granted at the sole discretion of the Executive Director and shall not exceed six (6) months.

#### **Section 21.2      LEAVE FOR JURY DUTY OR IN ANSWER TO SUBPOENA**

- A. Paid leave shall be provided to permit an employee to travel between the work place and the court and while serving on jury duty or to appear in court to answer to a subpoena as a witness.

- B. Any jury or witness fee awarded to such person, less reimbursement for mileage, shall be deposited with the Finance Director. However, it is the general rule that government employees do not receive fees or mileage for jury duty because they generally are provided paid leave.
- C. When an employee is excused from jury duty or from answering a subpoena as a witness in time to report to work for at least one-half
- D. of their regularly scheduled shift, the employee shall report to work and jury duty pay under this section shall be reduced accordingly.
- E. If a non-exempt employee fails to report to work as set forth in sub-section C, above, they shall be required to code their time as leave without pay for the balance of the day.
- F. Employee shall apply for standby jury duty if the court permits this option. If an employee's work assignment precludes participation in standby jury duty, they shall be exempted from this requirement. The employee's manager may adjust an employee's work assignment to permit the employee to apply for standby duty.

### **Section 21.3 LEAVE FOR PARTICIPATION IN THE RECRUITMENT EXAMINATION PROCESS**

- A. An employee may be granted paid leave to participate in the Housing Authority's recruitment process provided that the employee gives their manager at least forty-eight (48) hours advance notice.
- B. Paid leave shall also be provided to a management employee in order to participate as an interview panelist for another Housing Authority or public agency.

### **Section 21.4 STATE DISABILITY INSURANCE BENEFITS**

The Housing Authority participates in California's State Disability Insurance (SDI) Program.

- A. Employees who are eligible for stated disability insurance benefits shall have the choice of:
  - 1. Not applying for state disability insurance benefits and using accrued paid sick leave and then using accrued vacation, compensatory time off, and/or floating holiday.
  - 2. Applying for state disability insurance benefits and using accrued paid sick leave and/or vacation, compensatory time off and/or floating holiday as a supplement to state disability insurance benefits. This option is referred to as "coordination of benefits." The amount of supplemental accrued leave for any hour of any normal work day shall not exceed the difference between 80% of the employee's normal gross salary rate including premium and differential pay and any disability insurance benefits the employee receives. The employee's

accrued sick leave, vacation, compensatory time off, and/or floating holiday balances shall be charged only for the hours (to the nearest one-tenth of an hour) represented by the amount paid as a supplement to state disability insurance benefits.

3. Employees who apply for state disability insurance benefits may choose to not use any of their accrued leave balances to supplement SDI.
- B. Hours, including fractions of hours charged against the employee's accrued sick leave, vacation, compensatory time off, and/or floating holiday balances as supplements to state disability insurance benefits will be regarded as hours of paid leave of absence. Vacation and sick leave shall be accrued based upon a pro-rated amount based on the number of hours charged against the employee's accrued sick leave, vacation, compensatory time off, and/or floating holiday balances to the normal pay period.
- C. For purposes of continuing eligibility for Housing Authority's medical and dental coverage, employees who are receiving a supplement to state disability insurance benefits charged from accrued sick leave, vacation, compensatory time off and/or floating holiday balances shall be deemed in a full-time paid status with regard to the days for which such supplement is paid.
- D. In the event that a paid holiday occurs during a period of absence for which the employee receives state disability insurance benefits, the holiday pay shall be pro-rated in proportion to the amount paid to the employee as a supplement to the state disability insurance benefit from accrued sick leave, vacation, compensatory time off, and/or floating holiday balances on the day before and the day after the holiday.
- E. The Housing Authority's group health care providers will permit employees who are no longer considered to be in a paid status and are dropped from health and/or dental plan coverage to re-enter the group plans upon returning to full-time work.

## **Section 21.5**

### **UNAUTHORIZED LEAVES WITHOUT PAY**

- A. Employees who are absent from work and who do not qualify for vacation, holiday pay, sick leave, compensatory leave time or any other paid leave status shall be placed on leave without pay. Employees are only entitled to an approved leave without pay if they meet the qualifications for a specific unpaid leave provision (such as provided by the state and/or federal law, these Personnel Rules or Housing Authority policy).
- B. Employees who are consistently, repetitiously or continuously on an unapproved leave without pay may be subject to disciplinary action and/or automatic resignation under Article 12.3 of these Personnel Rules.

## Article 23 GRIEVANCE PROCEDURE

### Section 23.1      DEFINITION

- A. A grievance pursuant to these Rules is defined as an allegation by an employee or group of employees of a dispute regarding interpretation or application of these rules, provided that the dispute concerns matters within the scope of representation as defined in Government Code Section 3504.
- B. An employee or group of employees may grieve a violation of a written policy or rule only if the policy or rule is designated by the Executive Director as a regulation to be followed in all applicable situations and without discretion on the part of management staff to determine to what extent the policy or rule is applicable.
- C. A recognized employee organization may represent any employee in this grievance process. However, a dispute is only grievable under these Rules only if the employee is adversely affected by the dispute.
- D. Any matter which may be appealed to the Personnel Committee is not subject to this grievance procedure.

### Section 23.2      FORM OF GRIEVANCE

A formal grievance can only be initiated by submitting a written document and/or grievance form which includes the following required information:

- 1. Name(s) of grievant;
- 2. Classification;
- 3. Department;
- 4. A clear statement of the nature of the grievance (citing the applicable Personnel Rules or regulations or contract provisions);
- 5. The date upon which the event giving rise to the alleged grievance occurred;
- 6. The date upon which the informal discussion with the employee's manager took place;
- 7. A proposed solution to the grievance;
- 8. The date of execution of the written grievance/grievance form;
- 9. The signature of the grievant(s).



**Section 23.3****REVIEW AND RESOLUTION OF GRIEVANCES****A. First Step - Informal Discussion**

An employee having a grievance shall first discuss it with their manager and endeavor to reach a satisfactory solution in an informal manner. This informal discussion shall occur no more than seven (7) working days after the dispute occurred or is known to the employee.

**B. Second Step – Formal Written Grievance**

1. If a satisfactory solution is not accomplished by informal discussion between the employee and the employee's manager, the employee shall have the right to consult with, and be assisted by a representative of their own choice in all steps of this grievance procedure.
2. The employee may then file a formal written grievance and submit the grievance to their manager within seven (7) working days after the date of the informal discussion was held.
3. Within seven (7) working days after receipt of a written grievance, the employee's manager shall return a copy of the written grievance to the employee with their written response.

C. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of their manager's answer within which to file an appeal to the Personnel Officer.

**D. Third Step - Personnel Officer Review**

The Personnel Officer shall have seven (7) working days after receipt of the employee's written appeal in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or their representative shall have seven (7) working days from receipt of the answer within which to file an appeal with the Executive Director.

**E. Fourth Step – Appeal to Executive Director**

1. The Executive Director shall have fifteen (15) working days after receipt of the employee's written appeal from the Personnel Officer's decision in which to review, hold a hearing, and issue a written decision.
2. Unless waived by mutual agreement between the employee or their representative and the Executive Director, a hearing is required at this step and the employee and their representative shall have the right to be present and participate in the hearing. The time limit at this step may be extended

by mutual agreement between the Executive Director and the employee or their representative.

#### **Section 23.4            WAIVER OF APPEAL STEPS**

- A. If the grievance is not resolved after the manager has answered it in writing (Step 2), the Union and the Executive Director may, by mutual agreement, waive the review of the grievance at the Personnel Officer level (Step 3).
- B. Grievances which allege sexual harassment by the employee's manager may be filed initially with the Personnel Officer.
- C. Grievances alleging sexual harassment by the Personnel Officer may be filed directly with the Executive Director.
- D. Grievances alleging sexual harassment by the Executive Director will be referred to an outside consultant for investigation.

#### **Section 23.5            BINDING ARBITRATION OF GRIEVANCES**

In the event that the grievance is not resolved at the Executive Director level (Step 4), the grievant or their representative may, within thirty (30) working days after receipt of the decision of the Executive Director request that the grievance be heard by an arbitrator.

##### **A. Selection of the Arbitrator**

The arbitrator shall be selected by mutual agreement between the Executive Director or their designee and the employee or their representative. If the Executive Director or their designee and the employee or their representative are unable to mutually agree on the selection of an arbitrator, they shall jointly request a list of five (5) qualified arbitrators from the State Mediation and Conciliation Service (SMCS) or the American Arbitration Association (AAA). The Executive Director or their designee and the employee or their representative shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator. Participation in the selection of the arbitrator shall take place within one-hundred and twenty (120) days of the receipt of the request for arbitration or the grievance shall be ruled abandoned.

##### **B. Duty of the Arbitrator**

Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and render written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall have no power to amend these rules, a resolution of the Housing Authority Board of Commissioners, state law, or written Housing Authority policy, or to recommend such an amendment.

**Section 23.6                    PAYMENT OF COSTS**

The cost of arbitration, including the fees and expenses of the arbitrator and the court reporter (if required) shall be borne equally by the parties.

**Section 23.7                    EFFECT OF FAILURE OF TIMELY ACTION**

Failure of the employee to file an appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure of the Housing Authority to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

**Section 23.8                    LIMITATION OF STALE GRIEVANCES**

A grievance shall be void unless presented within sixty (60) calendar days from the date upon which the Housing Authority has allegedly failed to provide a condition of employment. In no event shall any grievance include a claim for monetary relief for more than a 60-day period.

**Section 23.9                    GRIEVANCE RIGHTS OF FORMER EMPLOYEES**

An individual who because of dismissal, resignation, or layoff, is no longer a Housing Authority employee may file a grievance at the Executive Director level and may also pursue the grievance through binding arbitration, provided that the grievance is timely filed, that the grievance is filed no later than thirty (30) calendar days from the date of issuance of the pay warrant (check) complained of, that the issue would otherwise be grievable under this Section; and provided further, that under no circumstances may a former employee file any grievance unless it relates solely to whether such person's final pay warrant correctly reflected the final salary or fringe benefits taken in the form of cash owed to such person.

## **Article 24**

### **DISCRIMINATION AND HARASSMENT**

#### **Section 24.1            COMPLAINTS OF DISCRIMINATION**

Any disputes or complaints which involve alleged discrimination against an individual because of any of the protected categories as identified by either federal or state law shall be pursued through the grievance procedure of a valid Memorandum of Understanding, through Article 23 of these rules, or through an appeal to the Personnel Committee, whichever is applicable. Complaints of discrimination submitted under these Rules shall relate to the applicability of these Rules and alleged discrimination. Any disputes or complaints where this grievance procedure does not apply shall be pursued through the Housing Authority's Harassment, Discrimination and Retaliation Policy and Procedure.

#### **Section 24.2            HARASSMENT**

Complaints of harassment based upon the protected statuses recognized by law, or retaliation for protesting against harassment shall be pursued through the grievance procedure of a valid Memorandum of Understanding if applicable or, if such grievance procedure is not applicable, through the Housing Authority's Harassment, Discrimination and Retaliation Policy and Procedure.

**Article 23**  
**CONSTITUTIONALITY CLAUSE**

If any Article, section, subsection, sentence, clause, or phrase of these rules is for any reason held to be invalid or unconstitutional, the specific provision held to be invalid or unconstitutional shall not affect the validity or constitutionality of the remaining portions of these rules. It is the express intent that these rules and each Article, section, subsection, sentence, clause and phrase would have been adopted regardless of the fact that any one or more Articles, sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

# ATTACHMENT C

**HOUSING AUTHORITY OF ALAMEDA COUNTY  
3650**

**HOUSING SPECIALIST**

**DEFINITION/PURPOSE:**

To provide a wide variety of technical and administrative work involving leasing and contract functions; provide information and assistance to participants and landlords; administer applicable provisions of Housing Authority policies and procedures and the Administrative Plan.

**Deleted: DEFINITION¶**

quired.¶

**DISTINGUISHING FEATURES**

The Housing Specialist is considered to be a journey level position and is distinguished from the Eligibility Technician in that it requires full knowledge of the eligibility process as well as all policies and procedures related to leasing and contract functions.

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**Deleted:** Housing Specialists are found in the Housing Programs Units of the Housing Authority where they receive supervision from the Housing Operations Supervisor or the Leasing Services Supervisor.¶

**SUPERVISION RECEIVED AND EXERCISED:**

The Housing Specialist classification receives direct supervision from either the Programs Manager or Special Programs Manager and receives guidance from the Leasing Services Leadworker.

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Incumbents perform highly responsible work relating to activities necessary for clients to obtain or continue a rental subsidy. This class is distinguished from the higher class of Housing Manager by the absence of property management responsibilities. Housing Specialists may assist in providing on the job training to the lower level Housing Operations Trainee class.¶

**ESSENTIAL AND MARGINAL JOB FUNCTIONS:**

*Primary (essential) and less essential (marginal) responsibilities may include, but are not limited to, the following:*

**Essential Functions:**

1. Performs various leasing functions such as conducting briefings and issuing vouchers to applicants and program participants, processing Requests for Tenancy Approvals, reviewing leases and related documents, and preparing Housing Assistance Payment (HAP) Contracts.
2. Conducts rent reasonableness determinations; negotiates rents; performs rent calculations; processes rent increases, adjustments, and reimbursements.
3. Explains housing programs to applicants, program participants, and landlords; may conduct meetings to explain housing programs and their requirements and responsibilities; may notify tenants of their rights and responsibilities; counsels tenants and landlords and makes referrals to appropriate resources.
4. Processes HAP contract terminations and related program terminations; investigates possible program violations; may monitor repayment agreements or other terms of ongoing program eligibility.
5. May conduct reexaminations to determine continued program eligibility; notifies applicants and participants of eligibility status.
6. Maintains and applies knowledge of applicable laws, regulations, Department of Housing and Urban Development (HUD) guidelines, and the Housing Authority's Administrative Plan, including Fair Housing and Limited English Proficiency (LEP).

**Marginal Functions:**

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1. Performs a variety of work related to Housing Authority programs.
2. Maintains various records or systems including computerized systems; enters and retrieves data; ensures reliability of database; scans documents and maintains electronic files; performs other complex technical functions.
3. Attends department and Housing Authority meetings; participates in a variety of mandatory training activities; obtains housing certificates related to the assignment.
4. Coordinates assigned activities with other staff.
5. Performs other duties as assigned.

**KNOWLEDGE AND ABILITIES:**

The Housing Specialist classification requires the:

**Knowledge of:**

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- Methods and practices used in housing assistance and/or social service programs.
- Applicable laws and regulations including those related to fair housing and local housing codes.
- Policies, technical processes and procedures related to the Housing Authority.
- Scanning and electronic filing techniques.
- Document and report production methods.
- Principles and procedures of record keeping and reporting.
- Basic mathematical calculations.
- Computer applications related to the work, including word processing, database, and spreadsheet applications.
- Modern office practices, methods, and computer equipment.
- English usage, grammar, spelling, vocabulary, and punctuation.



- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and Housing Authority staff.

**Ability to:**

- Interpret, apply and explain applicable Housing Authority technical processes, policies and procedures.
- Compose correspondence independently or from brief instructions.
- Understand and carry out oral and written directions.
- Compile and review information; prepare records.
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work.
- Establish and maintain a variety of filing, record keeping and tracking systems.
- Organize work, set priorities and meet critical time deadlines.
- Operate and maintain modern office equipment, including computer equipment and specialized software application programs.
- Use English effectively to communicate in person, over the telephone and in writing.
- Establish, maintain and foster positive and effective working relationships with those contacted in the course of work.

**MINIMUM QUALIFICATIONS**

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

1. Housing Authority internal candidates only: Two (2) years in the class of Eligibility Technician or One (1) year in the class of Eligibility Leadworker for the Housing Authority of the County of Alameda
2. Equivalent to the completion of twelfth (12<sup>th</sup>) grade and five (5) years of responsible experience working with or for assisted housing programs, social services programs, property management, or other housing-related fields.

**QUALIFICATION REQUIREMENTS:**

essential job function satisfactorily. The requirements listed above are representative of the knowledge, skill, and/or ability required for the Housing Specialist. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential job functions. In addition, a driving record acceptable to the Housing Authority's insurance carrier must be maintained.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the Housing Specialist classification.

While performing the duties of this classification, mobility within the workplace is required. Manual dexterity is required to operate a computer. Good eyesight is required to read and write. Good hearing and speech are necessary in order to communicate with the general public, co-workers, agency clients,

**Deleted: HOUSING SPECIALIST  
(Continued) 3650¶  
PAGE 2 of 2¶**

**Deleted: Either I¶**  
One year of experience in the class of Housing Operations Trainee in the Housing Authority service.¶  
¶  
**Or II¶**  
One year experience in the class of Eligibility Leadworker or Housing Technician class in the Housing Authority service.¶  
¶  
**Or III¶**  
Two year's experience in the classification of Eligibility Technician in the Housing Authority service.¶  
¶  
**Or IV¶**  
Six years of recent, full-time experience in the leasing & management of rental properties for public use, in the acquisition and sale of real estate, or in the valuation of real property in connection with leasing activities. (Possession of a bachelors degree may be substituted for four (4) years of the required experience; and AA degree for two (2) years of the required experience.)¶  
¶  
**Or V¶**  
Some acceptable combination of education and appropriate experience.¶

and officials contacted in the normal course of work. Regular attendance is required. Employees in this classification must be able to handle stressful situations.

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¶  
Possession of a valid California Motor Vehicle Operations License is required.¶

**Deleted: KNOWLEDGE, SKILLS & ABILITIES**

¶  
**General Knowledge of:** Interviewing, inspection & negotiating techniques; laws relating to the rental of residential properties; detailed knowledge of federal regulations related to the Section 8 housing programs, including housing quality standards is required after six (6) months.¶

¶  
**Ability To:** Read and interpret rules & regulations and apply same in approving property to be placed under contract; gather and analyze data & information; speak, write and negotiate effectively; perform complex mathematical calculations; plan and organize work effectively.¶

*Housing Specialist – 1/11/84; 7/28/87; 8/24/89; 3/2/05; 2/10/21*

## HOUSING AUTHORITY OF ALAMEDA COUNTY 3650

### HOUSING SPECIALIST

#### **DEFINITION/PURPOSE:**

To provide a wide variety of technical and administrative work involving leasing and contract functions; provide information and assistance to participants and landlords; administer applicable provisions of Housing Authority policies and procedures and the Administrative Plan.

#### **DISTINGUISHING FEATURES**

The Housing Specialist is considered to be a journey level position and is distinguished from the Eligibility Technician in that it requires full knowledge of the eligibility process as well as all policies and procedures related to leasing and contract functions.

#### **SUPERVISION RECEIVED AND EXERCISED:**

The Housing Specialist classification receives direct supervision from either the Programs Manager or Special Programs Manager and receives guidance from the Leasing Services Leadworker.

#### **ESSENTIAL AND MARGINAL JOB FUNCTIONS:**

*Primary (essential) and less essential (marginal) responsibilities may include, but are not limited to, the following:*

#### **Essential Functions:**

1. Performs various leasing functions such as conducting briefings and issuing vouchers to applicants and program participants, processing Requests for Tenancy Approvals, reviewing leases and related documents, and preparing Housing Assistance Payment (HAP) Contracts.
2. Conducts rent reasonableness determinations; negotiates rents; performs rent calculations; processes rent increases, adjustments, and reimbursements.
3. Explains housing programs to applicants, program participants, and landlords; may conduct meetings to explain housing programs and their requirements and responsibilities; may notify tenants of their rights and responsibilities; counsels tenants and landlords and makes referrals to appropriate resources.
4. Processes HAP contract terminations and related program terminations; investigates possible program violations; may monitor repayment agreements or other terms of ongoing program eligibility.
5. May conduct reexaminations to determine continued program eligibility; notifies applicants and participants of eligibility status.
6. Maintains and applies knowledge of applicable laws, regulations, Department of Housing and Urban Development (HUD) guidelines, and the Housing Authority's Administrative Plan, including Fair Housing and Limited English Proficiency (LEP).

**Marginal Functions:**

1. Performs a variety of work related to Housing Authority programs.
2. Maintains various records or systems including computerized systems; enters and retrieves data; ensures reliability of database; scans documents and maintains electronic files; performs other complex technical functions.
3. Attends department and Housing Authority meetings; participates in a variety of mandatory training activities; obtains housing certificates related to the assignment.
4. Coordinates assigned activities with other staff.
5. Performs other duties as assigned.

**KNOWLEDGE AND ABILITIES:**

The Housing Specialist classification requires the:

**Knowledge of:**

- Methods and practices used in housing assistance and/or social service programs.
- Applicable laws and regulations including those related to fair housing and local housing codes.
- Policies, technical processes and procedures related to the Housing Authority.
- Scanning and electronic filing techniques.
- Document and report production methods.
- Principles and procedures of record keeping and reporting.
- Basic mathematical calculations.
- Computer applications related to the work, including word processing, database, and spreadsheet applications.
- Modern office practices, methods, and computer equipment.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing high level of customer service by effectively dealing with the public, vendors, contractors, and Housing Authority staff.

**Ability to:**

- Interpret, apply and explain applicable Housing Authority technical processes, policies and procedures.
- Compose correspondence independently or from brief instructions.
- Understand and carry out oral and written directions.
- Compile and review information; prepare records.
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work.
- Establish and maintain a variety of filing, record keeping and tracking systems.
- Organize work, set priorities and meet critical time deadlines.

- Operate and maintain modern office equipment, including computer equipment and specialized software application programs.
- Use English effectively to communicate in person, over the telephone and in writing.
- Establish, maintain and foster positive and effective working relationships with those contacted in the course of work.
- of work.

### **MINIMUM QUALIFICATIONS**

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

1. Housing Authority internal candidates only: Two (2) years in the class of Eligibility Technician or One (1) year in the class of Eligibility Leadworker for the Housing Authority of the County of Alameda
2. Equivalent to the completion of twelfth (12<sup>th</sup>) grade and five (5) years of responsible experience working with or for assisted housing programs, social services programs, property management, or other housing-related fields.

### **QUALIFICATION REQUIREMENTS:**

To perform the duties of this classification successfully, an individual must be able to perform each essential job function satisfactorily. The requirements listed above are representative of the knowledge, skill, and/or ability required for the Housing Specialist. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential job functions. In addition, a driving record acceptable to the Housing Authority's insurance carrier must be maintained.

### **PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the Housing Specialist classification.

While performing the duties of this classification, mobility within the workplace is required. Manual dexterity is required to operate a computer. Good eyesight is required to read and write. Good hearing and speech are necessary in order to communicate with the general public, co-workers, agency clients, and officials contacted in the normal course of work. Regular attendance is required. Employees in this classification must be able to handle stressful situations.