



# REGIONAL HOUSING AUTHORITY

Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

1455 Butte House Road • Yuba City, CA 95993

Phone: (530) 671-0220 • Toll Free: (888) 671-0220 • TTY: (866) 735-2929 • Fax: (530) 673-0775

www.RegionalHA.org

April 10, 2024

TO: Chairperson Manny Cardoza  
Vice-Chairperson Bob Woten  
Commissioner Tony Kurlan  
Commissioner Lisa Swarhout  
Commissioner Sue Hoek  
Commissioner Denise Conrado  
Commissioner Jeramy Chapdelaine  
Commissioner Marc Boomgaarden  
Commissioner Suzanne Gallaty  
Commissioner Kent Boes  
Commissioner Nicholas Micheli  
Commissioner Doug Lofton  
Commissioner John Loudon  
Commissioner Don Blaser  
Legal Counsel Brant Bordsen

Sutter County Board of Supervisors  
Nevada County Board of Supervisors  
Yuba County Board of Supervisors  
Colusa County Board of Supervisors  
City Council, Live Oak  
City Council, Yuba City  
City Council, Colusa  
Duane Oliveira, General Counsel Emeritus  
Appeal-Democrat  
PEU Local #1  
Toni Darwazeh, City of Yuba City  
The Union

## NOTICE OF REGULAR MEETING

April 17, 2024

You are hereby notified that the Commissioners of the Regional Housing Authority are called to meet in Regular Session at **12:15 PM on Wednesday, April 17, 2024, at Richland Neighborhood Center, 420 Miles Avenue, Yuba City, CA 95991.**

Gustavo Becerra  
Executive Director

AGENDA  
REGULAR MEETING  
OF THE BOARD OF COMMISSIONERS OF  
REGIONAL HOUSING AUTHORITY

**Richland Neighborhood Center,  
420 Miles Avenue, Yuba City, CA 95991  
April 17, 2024, 12:15 PM**

A. CALL TO ORDER: ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. PUBLIC PARTICIPATION: Members of the public shall be provided with an opportunity to address the Board on items of interest that are within the subject matter jurisdiction of the Board. Any member of the audience who may wish to bring something before the Board that is not on the agenda may do so at this time; however, State law provides that no action may be taken on any item not appearing on the posted Agenda. Persons who wish to address the Board during public comment or with respect to an item that is on the agenda will be limited to three (3) minutes.

D. AWARDS AND PRESENTATIONS: NONE

E. EXECUTIVE SESSION: NONE

May be held under California Government Code regarding pending and/or anticipated litigation, property acquisition, and/or personnel issues.

F. CONSENT CALENDAR: All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time that the Board votes on the motion unless members of the Board request specific items to be discussed or removed from the Consent Calendar for individual action.

- |  |       |
|--|-------|
| 1. Recommend Approval of Minutes – March 20, 2024  | pg. 1 |
| 2. Approval to Payout Forty (40) Hours of Administration Leave for the Operations Manager                                      | pg. 3 |
| 3. Resolution 24-1827, OD-Form 3 Authorization to Accept the AHSC Funds and Execute All Documents for Richland Village project | pg. 5 |
| 4. Approval of Updated Employee Handbook   | pg. 8 |

G. OLD BUSINESS: Discussion/Possible Action: NONE

H. NEW BUSINESS: Discussion/Possible Action:

5. Resolution 24-1828, IIG Resolution for Richland Village project      pg. 71  
Gustavo Becerra, Executive Director

I. ADMINISTRATIVE REPORT:

6. Administrative Update  
Gustavo Becerra, Executive Director

J. HOUSING COMMISSIONERS' COMMENTS:

K. NEXT MEETING: May 1, 2024

L. ADJOURNMENT:

REGIONAL HOUSING AUTHORITY  
Minutes  
Regular Board Meeting  
March 20, 2024

ITEM NO. A - CALL TO ORDER:

Chairperson Manny Cardoza called the meeting to order.

ITEM NO. A - ROLL CALL:

Chairperson Manny Cardoza, Vice-Chairperson Bob Woten, Commissioners Marc Boomgaarden, Suzanne Gallaty, Tony Kurlan, Kent Boes, Don Blaser, and John Loudon were present. Commissioners Lisa Swarthout, Jeramy Chapdelaine, Doug Lofton, Nicholas Micheli, Denise Conrado and Sue Hoek were absent. Legal Counsel Brant Bordsen was also present.

ITEM NO. B. – PLEDGE OF ALLEGIANCE:

Commissioner Gallaty led the pledge of allegiance.

ITEM NO. C. – PUBLIC PARTICIPATION: NONE

ITEM NO. D.-AWARDS AND PRESENTATIONS: NONE

ITEM NO. E. – EXECUTIVE SESSION: NONE

ITEM NO. F.1-7. - CONSENT CALENDAR:

Vice-Chairperson Woten made a motion to approve the Consent Calendar as submitted. Commissioner Gallaty made the second. All were in favor by voice vote.

ITEM NO. G.- OLD BUSINESS: NONE

ITEM NO. H.-NEW BUSINESS: NONE

ITEM NO. I.8. – HOUSING CHOICE VOUCHER OCCUPANCY/ELIGIBILITY UPDATE:

Occupancy Manager Alisha Parker went over the report provided in the packet. She mentioned that staff recently purged the Housing Choice Voucher waiting list.

ITEM NO. I.6. – ADMINISTRATIVE UPDATE:

Mr. Becerra said previous Commissioner Shon Harris is spear heading making a short film on community homelessness and will be using one of the Migrant units to shoot some scenes. He mentioned a tax credit application will be submitted for Richland Village. Mr. Becerra stated the Plumas Lake project is a month or so away from being complete and ready for occupancy. He

mentioned Rancho Colus in Colusa is under construction as is the Williams project. Mr. Becerra explained the Wheatland project is still on hold due to the red-tailed hawk.

ITEM NO. J - HOUSING COMMISSIONERS' COMMENTS:

Vice-Chairperson Woten mentioned the sheriff's contract for the City of Live Oak may be voted on tonight.

Commissioner Loudon said there is a lot of interest in the Rancho Colus project and asked if the list was still open.

Commissioner Blaser mentioned there the new subdivision being built in Yuba County will be 75 lots including 43 single-family owner-occupied homes for low-income families.

ITEM NO. K – NEXT MEETING: April 3, 2024

ITEM NO. L - ADJOURNMENT: The meeting was adjourned at 12:34 PM.

**REGIONAL HOUSING AUTHORITY**

**STAFF REPORT**

**Date:** April 17, 2024

**To:** Board of Commissioners

**From:** Jennifer Ruiz, Executive Assistant/HR Coordinator

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**SUBJECT:** Payout of Administrative Leave for Operations Manager

**RECOMMENDATION:** Approval of cash payment of forty (40) hours of administrative leave

**FISCAL IMPACT:** \$2,461.20

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**Background**

The Board of Commissioners approved a Management Plan for confidential and at-will employees. Section XIII. Administrative Leave states "Exempt employees are not eligible for overtime nor for compensative time off (CTO). In lieu of such benefits, exempt employees shall be eligible for forty (40) hours of Administrative Leave per calendar year (taken between January 1 and December 31, remaining balance of hours may not be rolled over to the next calendar year). An exempt employee may request a cash payment of up to forty (40) hours of Administrative Leave per calendar year. The Board of Commissioners will review each request."

Operations Manager, Tom Goodwin, submitted a request for cash payment of forty (40) hours of administrative leave.

**Recommendation**

It is recommended that the Board of Commissioners of Regional Housing Authority approve the request from Tom Goodwin, Operations Manager, to pay out forty (40) hours of administrative leave.

Prepared/Submitted by:

  
\_\_\_\_\_  
Jennifer Ruiz  
Executive Assistant/HR Coordinator



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April 8, 2024

To: Human Resources Department  
From: Tom Goodwin / Operations Manager

RE: Cash payment of 2024 Administrative Leave Balance

Ms. Ruiz,

Per section XIII. Administrative Leave, of the Regional Housing Authority (RHA) Management Plan, as approved by the Board of Commissioners, I am requesting a cash payment of the current balance of forty (40) hours of administrative leave I am holding. Please process the request through the RHA Board of Commissioners as required.

Thank you in advance.

Sincerely,

*Tom Goodwin*

Tom Goodwin  
Operations Manager





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OD-Form 3

## RESOLUTION 24-1827

### RESOLUTION OF THE BOARD OF COMMISSIONERS OF REGIONAL HOUSING AUTHORITY

**All of the Commissioners** of the Regional Housing Authority, a California Public Housing Authority (the "Authority"), hereby consent to, adopt and ratify the following resolutions:

#### Affordable Housing and Sustainable Communities Program

WHEREAS the Strategic Growth Council ("SGC") and the State of California Department of Housing and Community Development (the "Department") have issued a Notice of Funding Availability dated February 26, 2021, as amended October 14, 2021 (collectively "NOFA") under the Affordable Housing and Sustainable Communities ("AHSC") Program;

WHEREAS, the Authority is authorized to do business in the State of California and the Authority is an Eligible Applicant/Sponsor under the AHSC Program and was awarded an AHSC Program loan in an amount not to exceed \$17,425,000 ("AHSC Loan") and an AHSC Program grant in an amount not to exceed \$12,575,000 ("AHSC Grant") for an aggregate amount not to exceed \$30,000,000 under the above described NOFA.

NOW, THEREFORE, IT IS RESOLVED: That the Authority is hereby authorized and directed to act on its own behalf in connection with the Department's loan of AHSC funds to the Borrower pursuant to the above mentioned NOFA in an amount not to exceed \$17,425,000.

RESOLVED FURTHER: The Authority is hereby authorized and directed to act on its own behalf and to cause the Borrower and itself to incur an obligation for the AHSC Loan. That in connection with the AHSC Loan, the Authority, is authorized and directed to enter into, execute, and deliver a State of California Standard Agreement in the amount not to exceed \$17,425,000 and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of the above resolution, in order to evidence the AHSC Loan, the Borrower's obligations related thereto, and the Department's security therefore; including, but not limited to, a promissory note, a deed of trust and security agreement, a regulatory agreement, a development agreement and certain other documents required by the Department as security for, evidence of or pertaining to the AHSC Loan, and all amendments thereto (collectively, the "AHSC Loan Documents").

RESOLVED FURTHER: The Authority is hereby authorized and directed to incur an obligation for the AHSC Grant. That in connection with the AHSC Grant, the Authority is authorized and directed to enter into, execute, and deliver a State of California Standard





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Agreement in the amount not to exceed \$12,575,000 and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of the above resolution, in order to evidence the AHSC Grant, the Authority's obligations related thereto, and the Department's security therefore; including, but not limited to, a disbursement agreement, a covenant and certain other documents required by the Department as security for, evidence of or pertaining to the AHSC Grant, and all amendments thereto (collectively, the "AHSC Grant Documents").

RESOLVED FURTHER: The Authority shall be subject to the terms and conditions as specified in the Standard Agreement(s). Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement(s). The application in full is incorporated as part of the Standard Agreement(s). Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement(s). The Authority hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA, Program Guidelines and application package.

RESOLVED FURTHER: That **Gustavo Becerra, Executive Director** is hereby authorized to execute the AHSC Loan Documents and the AHSC Grant Documents, and any amendment or modifications thereto, on behalf of the Authority for itself.

RESOLVED FURTHER: That this resolution shall take effect immediately upon its passage.



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Passed and adopted, effective as of April 17, 2024, by the consent of the Board of Commissioners of the Authority by the following vote:

\_\_\_AYES

\_\_\_NAYS

\_\_\_ABSTAIN

\_\_\_ABSENT

\_\_\_\_\_  
Manny Cardoza, Chairperson

## CERTIFICATE OF THE SECRETARY

The undersigned, Secretary of the Authority does hereby attest and certify that the **[foregoing / attached]** Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said corporation which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: April 17, 2024

\_\_\_\_\_  
Jennifer Ruiz, Board Clerk

# REGIONAL HOUSING AUTHORITY

## Employee Handbook

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Revised April 2024~~March 2020~~

## Employee Handbook:

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## Employee Handbook:

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### **Introductory Statement**

Welcome! As an employee of the Regional Housing Authority (RHA), you are an important member of a team effort. We hope that you will find your position with RHA rewarding, challenging, and productive.

Because our success depends on the dedication of our employees, we are highly selective in choosing new members of our team. We look to you and the other employees to contribute to the success of the agency.

This employee handbook is intended to explain the terms and conditions of employment of all full-and part-time employees, supervisors and managers. Written employment contracts between the agency and some individuals as well as Memorandum of Understanding (MOU) may supersede some of the provisions of this handbook.

This handbook is designed to acquaint you with RHA as well as to give you a ready reference to answer most of your questions regarding your employment with us. We intend for this handbook to offer two-way communications: what you can expect from us, and what we expect from you.

The contents of this handbook, however, constitute only a summary of the employee benefits, personnel policies, and employment regulations in effect at the time of publication. Represented employees should refer to the current MOU for a more complete list of benefits. This handbook highlights opportunities and responsibilities of both RHA and employees of RHA.

For your information, this handbook should not be construed as creating any kind of "employment contract," since RHA has the ability to add, change, or delete policies and procedures as it deems appropriate.

### **Right to Revise**

This employee handbook contains the employment policies and practices of RHA in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements, or memoranda are superseded.

RHA reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document after meeting and conferring with the Union when applicable, except for the policy of at-will employment. However, any such changes must be in writing and must be signed by the Executive Director.

Any written changes to this handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

## Employee Handbook:

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Nothing in this employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

### **Employee Relations Philosophy**

We are dedicated to continuing what we believe to be an excellent employee relations program. We will attempt to maintain good working conditions, competitive wages and benefits, open communication, and employee involvement. As such, suggestions for improving the agency are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your good-faith complaints, questions, and suggestions also are of concern to the agency. We ask you to first discuss your concerns with your supervisor, following these steps:

- Within a week of the occurrence, bring the situation to the attention of your immediate supervisor, who will then investigate and provide a solution or explanation;
- If the problem persists, you may describe it in writing and present it to the Executive Assistant/HR Coordinator, who will investigate and provide a solution or explanation. We encourage you to bring the matter to the Executive Assistant/HR Coordinator as soon as possible after you believe that your immediate supervisor has failed to resolve it; and
- If the problem is not resolved, you may present the problem in writing to the Executive Director of the agency, who will attempt to reach a final resolution. At any time, represented employees may discuss issues with your Union.

This procedure, which we believe is important for both you and RHA, cannot guarantee that every problem will be resolved to your satisfaction. However, RHA values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

### **Equal Employment Opportunity**

RHA is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available persons in every job. Agency policy prohibits unlawful discrimination against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns and volunteers based on or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles), color, ancestry, religion, sex (including pregnancy, childbirth, lactation or related medical condition), gender, gender identity, gender expression (including transgender individuals who are transitioning, have transitioned or are perceived to be transitioning to the gender with which they identify), veteran status, sexual orientation, marital status (including registered domestic

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partnership status), age (40 and over), national origin, mental or physical disability, or any other legally protected medical condition(s), genetic information, or any other consideration made unlawful by federal, state, or local laws. It also includes a perception that anyone having any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is unlawful.

RHA is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of RHA and prohibits unlawful discrimination by any employee of RHA, including managers, supervisors and coworkers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, RHA will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Executive Assistant/HR Coordinator and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. RHA will then conduct a review to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. RHA will identify possible accommodations, if any that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the agency will make the accommodation.

If you believe you have been subjected to any form of unlawful discrimination, submit a written complaint to your supervisor, the Executive Director or the Executive Assistant/HR Coordinator. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. RHA will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.

If RHA determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. RHA will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management employees or your coworkers.

You also should be aware that the Federal Equal Employment Opportunity Commission and the ~~California Department of Fair Employment and Housing~~ Civil Rights Department, State of California investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or



## Employee Handbook:

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complaining, you may file a complaint with the appropriate agency. The nearest office is located at: [Federal Equal Employment Opportunity Commission](#)

[450 Golden Gate Avenue 5 West, PO Box 36025, San Francisco, CA 94102-3661](#)

[\(800\) 669-4000](#)

[Civil Rights Department, State of California](#)

[2218 Kausen Drive, Suite 100, Elk Grove, CA 95758](#)

[\(800\) 884-1684](#)

~~[1301 Clay Street, #1170, Oakland, CA 94612, phone number \(510\) 637-3230.](#)~~

### Unlawful Harassment

RHA is committed to providing a work environment free of unlawful harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns and volunteers. RHA policy prohibits sexual harassment and harassment based on or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles), color, ancestry, religion, sex (including pregnancy, childbirth, lactation or related medical condition), gender, gender identity, gender expression (including transgender individuals who are transitioning, have transitioned or are perceived to be transitioning to the gender with which they identify), veteran status, sexual orientation, marital status (including registered domestic partnership status), age (40 and over), national origin, mental or physical disability, other legally protected medical condition, genetic information, or any other basis protected by federal, state or local law or ordinance or regulation. All such harassment is unlawful. The agency's anti-harassment policy applies to all persons involved in the operation of RHA and prohibits unlawful harassment by any employee of RHA, including supervisors, managers and coworkers. It also prohibits unlawful harassment based on the perception that anyone who has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments;
- Visual displays such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or gestures;

## Employee Handbook:

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- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
- Retaliation for reporting or threatening to report harassment.

If you believe that you have been unlawfully harassed, submit a written complaint to your own or any other RHA supervisor, the Executive Director, or the Executive Assistant/HR Coordinator of RHA as soon as possible after the incident. Your complaint should include details of the incident or incidents, names of the individuals involved, and names of any witnesses. Manager and supervisors will refer all harassment complaints to the Executive Assistant/HR Coordinator or the Executive Director of RHA. RHA will immediately undertake an effective, thorough, and objective investigation of the harassment allegations.

If RHA determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by RHA to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to, and including termination. An RHA representative will advise all parties concerned of the results of the investigation. RHA will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by managers, supervisors or co-workers.

RHA encourages all employees to report any incidents of harassment forbidden by this policy *immediately* so that complaints can be quickly and fairly resolved.

### **Workplace Violence**

RHA has adopted the following workplace violence policy to ensure a safe working environment for all employees:

The Regional RHA (RHA) is committed to maintaining a safe work environment free of all forms of violence, including verbal and physical threats. This agency has a zero-tolerance policy with respect to all forms of violence in the workplace. It is our firm belief that a safe and secure work environment free from violence is fundamental to all employees, customers, contractors, vendors, guests, or members of the public. We recognize the workplace violence is a growing problem nationally and it needs to be addressed by all employers.

We will not tolerate or condone any form of threats or violence committed by or against employees, contractors, customers/clients, volunteers, vendors, suppliers or visitors on the premises or through its communications equipment, nor will this agency tolerate or condone any forms or threats of violence by its employees or volunteers while engaged in business on

## Employee Handbook:

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behalf of this agency.

### Definitions

A. Zero Tolerance:

Means discipline or punitive action shall be taken without prior warning, grace period or pre-counseling for any violation of this policy when such instances are substantiated and it is determined that there was intent to threaten, intimidate or inflict mental and/or physical harm.

B. Workplace:

Any facility, building, lot, site, property or place that is owned, leased, operated or managed by the RHA as a place where employees work, use or conduct RHA business.

### Weapons

The possession of weapons by employees and all others conducting business with or on behalf of the RHA while in the workplace or involved in RHA business off the workplace is strictly prohibited. This prohibition applies even if the individual is licensed to carry a concealed handgun under a state law. For the purpose of this policy, a "weapon" shall mean any device, instrument, material, or substance (animate or inanimate) that is designed for and typically used to inflict physical harm that could result in death or serious bodily injury.

- (a) Firearms and other dangerous weapons (as defined in Section 12001, 12020, 12276, of the California Penal Code), includes, but is not limited to, pistols, handguns, rifles, shotguns, knives (excluding small personal pocket knives, a Kirpan or utility multi-purpose tools), swords, or martial arts weapons (such as nun chakus and tonfas).
- (b) Explosive or destructive devices (as defined in Section 12000 of the California Health and Safety Code) includes, but is not limited to, ammunition, fireworks, firecrackers, explosive or incendiary devices or materials.

### Reporting Violations

Under this policy, any person who believes that he/she is being subjected to any form of threat or violence must report the matter immediately. Even without an actual threat, employees who feel threatened should report any behavior they regard as threatening or violent, when such behavior occurs on the job or is carried out in the RHA workplace.

Employees that witness conduct or behavior toward others that they consider to be in violation of this policy must report such incidents to their manager. Acts of violence shall be reported regardless of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or were the focus of the threatening behavior.

Any alleged policy violations will be investigated, maintaining confidentiality to the fullest

## Employee Handbook:

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extent consistent with a thorough investigation. Anyone who has experienced, witnessed, or has knowledge of any prohibited conduct shall fully cooperate with an investigation conducted by or on behalf of the RHA.

A supervisor or manager that becomes aware of a policy violation will immediately report the incident to the Executive Director, who will interview the reporting employee(s). If an emergency situation exists, the employee or supervisor or manager shall contact a local law enforcement agency immediately.

Employees must report situations that have the potential for workplace violence to ensure that situations are addressed in a timely manner and to prevent situations from escalating into a more serious and violent event.

### Reporting Procedure

Supervisors must prepare an incident report based on information from the reporting employee and/or personal observation and submit the report to the manager or Executive Director. The manager or Executive Director must immediately interview a reporting employee to obtain specific information concerning the conduct at issue, such as:

- The date, time and place where the conduct occurred
- Who engaged in the incident
- Who initiated the incident, if known
- Names of witnesses to the conduct at issue
- What conduct was at issue
- Against whom was the conduct directed
- What specifically was said or done
- Whether the party at issue engaged in any physical or verbal conduct that would indicate he/she plans to follow through on a threat
- Whether there is any previous history of violent or threatening conduct
- The relationship of the person to whom the conduct was directed and the person undertaking the conduct
- Any other information which will aid in the investigation, including whether any weapons were involved, and if so, a description of them.

The manager or Executive Director should also ask the reporting employee whether he/she has any suggestions for minimizing the risk of violence based on the information known to them and what the employee's desired outcome is regarding the incident. The manager or Executive Director should carefully document objective facts and relevant personal feelings so that trained professionals will have access to the information necessary to reach fair and accurate conclusions. Subjective statements shall be recorded only if they relate to recording employee's or supervisors' personal feelings of fear or intimidation.

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Intentionally false and/or misleading reports are unacceptable. Employees found to have made such intentionally false or misleading reports may be subject to disciplinary action up to and including termination.

### Prohibited Conduct

This agency will not tolerate or condone any forms of threats or violence committed by or against its employees, contractors, customers/clients, volunteers, vendors, suppliers, or visitors on the workplace premises or through its communications equipment, nor will this agency tolerate or condone any form of threats or violence by its employees while engaged in business on its behalf.

This following list of behaviors, while not inclusive, provides examples of conduct that is prohibited:

- Causing physical injury to another person on or off agency property or the workplace.
- Possession of a weapon while on agency property or the workplace or while on agency business.
- Fighting, hitting, biting, kicking, pushing, or shoving another person.
- Intimidating or attempting to coerce an employee to do wrongful acts that would affect the agency.
- Threatening to harm an individual or his/her family, friends, associates, or their property.
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person.
- Intentionally damaging agency property or property of another employee on workplace premises.
- Committing acts motivated by, or related to, domestic violence on agency premises or the workplace.
- Creating a hostile work environment by stalking someone or harassing others with an excessive number of unwelcome visits, calls, pages, faxes, emails, letters or gifts whether this behavior occurs on or off the job.
- Lewd behavior or obscene phone calls, pages, faxes, emails, letters, gifts or graffiti.

The behavioral warning signs (acts, behaviors, and situations) that may increase the probability of workplace violence, such as: individuals exhibiting unusual fascination with the illegal use of firearms/weapons and/or incidents of workplace violence; individuals that exhibit changes in behavior suggestive of drug and/or alcohol addiction; poor or strained relationships with co-workers; significant personality changes, etc.

### Application

This policy applies to all employees, commissioners, and volunteers of the RHA. All

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employees, commissioners, and volunteers shall receive a copy of this Workplace Violence Policy and shall sign a written acknowledgement that they have received and read a copy of the policy. A copy of this acknowledgement shall be placed in the employee's official personnel file or otherwise maintained by the RHA.

### Compliance is Essential

Compliance with this Workplace Violence Policy is **required**. This policy is a zero-tolerance policy. Due to the importance of this policy, anyone who violates any of its terms, who engages in or contributes to violent behavior, who does not report all acts or threats of violence, or who threatens others with violence will be subject to the following punitive actions. Violations of this policy will be grounds for (1) an individual's immediate removal from agency property or the workplace, (2) disciplinary action, up to and including termination of employment with this agency, and/or (3) possible civil or criminal prosecution. Immediately following notice to the RHA that a possible violation of this policy has occurred, an investigation to determine the facts will be initiated and such action taken, as the RHA deems appropriate at its sole discretion. The RHA may also take legal action where appropriate.

### Bullying in the Workplace

RHA defines bullying as "the repeated infliction of intentional, malicious, and abusive conduct which interferes with a person's ability to do his/her work and is substantial enough to cause physical and/or psychological harm and a reasonable person would find hostile or offensive."

The purpose of this policy is to communicate to all employees, including supervisors and managers, that RHA will not tolerate bullying behavior. Such behavior will not be tolerated and employees found in violation of this policy will be disciplined, up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when determining discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. The agency considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the focus of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.

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- **Gesture bullying:** Nonverbal obscene, intimidating or threatening gestures or glances that convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person
- Shouting or raising one's voice at an individual in public or in private
- Not allowing the person to speak or express themselves (i.e., ignoring or interrupting)
- Personal insults and use of offensive nicknames
- Public humiliation in any form
- Public reprimands
- Spreading rumors and gossip regarding individuals
- Manipulating the ability of someone to do his/her work (i.e., overloading, underloading, withholding information, setting deadlines that cannot be met)

### **Work Schedule**

Your supervisor will inform you of the hours you are to work. Due to changing needs, your actual work schedule may vary from time to time. If it does, you will be notified by your supervisor.

### **Job Duties**

During the probationary period, for non-exempt employees and introductory period for exempt employees, your supervisor or manager will explain your job responsibilities and the performance standards expected of you. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department or the agency. Your cooperation and assistance in performing such additional work is expected and appreciated.

The agency reserves the right, at any time, with notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities, consistent with the MOU.

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### Recruitment and Selection

#### 1. Recruitment

The Executive Director shall be responsible for the recruitment of persons who are to be considered for employment. The Executive Director or designee shall make use of announcements, advertising, and/or any other method of publicizing employment opportunities so that a sufficient number of qualified applicants may be recruited. All such recruitment procedures and techniques shall be in conformity with all RHA provisions and all pertinent federal and state laws and regulations.

Entry level positions are open to external and internal recruitments. Promotional recruitments will be posted internally for five working days prior to posting externally. External postings on promotional positions will occur when RHA) determines that there are not two qualified applicants. All applicants must meet minimum qualifications.

Internal job candidates that do not meet the minimum qualifications of a promotional opportunity may, if requested by employee be provided a mentorship meeting with management to assist the employee in a career development path that will allow them future opportunities.

Each announcement shall state the duties and salary range of the class; the place and date to file applications; and such additional information as may be appropriate. All applications must be filed in the office of the Executive Director or designee within the time and in the manner specified in the announcement.

#### 2. Application for Employment

A separate application must be submitted for each available position. The application form must be completed in sufficient detail to allow a job-related, comprehensive review and evaluation. Failure to complete and sign the application in sufficient detail will constitute failure of the initial step of the employment process, and the application will be placed in the inactive files. It is the applicant's responsibility to notify the Executive Director or designee of any change of address, name or other pertinent information. Applications shall become void one year after filing. Unsigned applications will be disqualified.

Each applicant shall be notified of the approval or disapproval of his or her application by the RHA in such form as may be prescribed by the Executive Director within 20 days after the selection decision has been determined.

#### 3. Qualifications

As an applicant for a position, you must meet the minimum qualifications for the work you will be required to perform. In determining whether or not you meet the minimum qualifications the Executive Director or designee shall apply any or all of the following selection processes:



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- A. Satisfactory evidence of certification, registration, license or education attainment where such is required for the position, including a copy of your current Department of Motor Vehicles Record (DMV). You must be insurable to our auto insurance company without an added premium due to a poor driving record.
- B. Satisfactory evidence of meeting the experience required for the position.
- C. RHA will complete thorough reference checks on all employees. This may include contacting previous employers to discuss technical skills and performance in past or current positions.
- D. Satisfactory completion of a criminal background check. For this purpose, the Executive Director or designee is authorized to receive criminal offender record information.
- E. Successful completion of a written performance or oral examination or any combination of examinations, designed to test your knowledge, skills, physical ability and personal attributes as related to the position. Ratings of such examinations shall be applied equally using appropriate scientific techniques and procedures to determine the final scores.
- F. Satisfactory evidence of the status of your physical health and drug screening to perform the essential duties and functions of the job. A medical examination and drug screening are required.

#### 4. Examination Review

Participants in a written examination process may, within five days following the examination, review their individual test to obtain assurance no scoring errors were made.

#### **Probationary/Introductory Period**

Persons entering Housing Authority in a non-exempt status shall serve a probationary period of twelve (12) months, such period to run from the first day of the month following the date of employment or promotion, or in the event the date of employment or promotion is on the first day of the month, then from that date. . Exempt employees will serve a six-month introductory period. During this time, the employee will learn his/her job responsibilities, get acquainted with fellow employees and determine whether the employee is content with the job.

#### **At Will Employment**

Exempt employees are at-will. This means that the agency or the employee has the right to terminate the employment relationship at any time, with or without cause, and with or without notice. The at-will nature of the employment relationship shall remain in effect during the entire

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tenure of the employee's employment with the agency. Nothing in this manual or in any document or statement shall limit the right to terminate employment. No supervisor or employee (other than the Executive Director) of the agency has any authority to enter into any agreement for employment for any specified period of time or to make any agreement for employment other than at-will. Only the Executive Director has the authority to make any such agreement and then only in writing and with the approval of the Board of Commissioners.

### Performance Evaluations

Each employee will receive periodic performance reviews conducted by his or her supervisor or manager. During your probationary/introductory period, your probationary or introductory reviews will take place quarterly. Subsequent performance evaluations will be conducted annually, on or about the anniversary date of your employment with the company. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the agency consistent with the MOU or RHA policy when applicable. After the review, your signature acknowledges the evaluation report has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents. An employee may provide a written response and present it to the Executive Director for review.

### Step Increases

Step increases are not automatic. An employee shall receive a step increase if they have demonstrated appropriate standards of work performance, and it is recommended by their Manager/Supervisor. Managers/Supervisors may recommend an additional step increase based on exceptional performance by an employee. This action must be approved in advance by the Executive Director. When a step increase is denied, an employee may appeal to the Executive Director and his/her decision is considered final. Employees are eligible for a step increase on their anniversary date of employment or promotion to a new position.

### Longevity

An employee who has ten (10) years' continuous Housing Authority service shall be eligible for a five percent (5%) salary increase. Additionally, effective April 1, 2025, an employee who has

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fifteen (15) years continuous Housing Authority service shall be eligible for an additional five percent (5%) salary increase for a total ten percent (10%).

### Bilingual-Pay:

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Designation of positions for which bilingual proficiency is required shall be the sole prerogative of RHA.

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RHA and Local 1 have agreed that employees receiving bilingual pay should be recertified after five (5) years in all aspects of being bilingual, including reading, listening, speaking, and writing, including both oral and written translation. Employees will be required to take two (2) tests, an automated (computer) test at the Sutter County One Stop and a listening/speaking test via telephone through ALTA Language Services. A passing score for the test through ALTA Language Services will be a 7 or above. Each test will be an increase of 2.5% of the employee's normal wages.

Should recertification result in the detection of a deficiency in an employee's ability to be certified, the following conditions will apply:

1. Employee will be allowed a second attempt to be certified at RHA's cost within 6 months.

2. If employee fails second attempt to be recertified, the differential bilingual pay will be reduced 2.5% of the employee's normal wages for each test that is failed.

3. If the employee so desires, they may schedule a 3<sup>rd</sup> or more recertification at his/her own expense.

4. If the employee on his/her 3<sup>rd</sup> or subsequent attempt is successful in recertification of the failed test(s), he/she will begin the next pay period to receive either 2.5% or the full 5% bilingual differential.

The following positions have been identified and approved by the Board of Commissioners for bilingual designation:

- Family Self-Sufficiency Coordinator – not to exceed one (1) position
- Eligibility Specialist – not to exceed five (5) positions
- Eligibility Clerk - not to exceed two (2) positions

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- Account Clerk - not to exceed two (2) positions
- Maintenance Technician - not to exceed two (2) positions

### **Progressive Discipline**

Progressive discipline is a process for dealing with job-related behavior that does not meet expected and communicated performance standards. The primary purpose for progressive discipline is to assist the employee with understanding that a performance problem or opportunity for improvement exists. The following may be causes for RHA to initiate disciplinary action including demotion, reduction in pay, suspension, or dismissal of any employee. The causes cited below are examples and are listed to alert employees to the more commonplace types of disciplinary issues. However, there may be instances of unacceptable behavior not included in the list below, in which RHA may find it necessary and appropriate to initiate disciplinary action. In such cases, the rules governing discipline shall prevail as if the unlisted cause, issue or infraction were listed as follows:

#### *Attendance*

- Improper or unauthorized use or abuse of sick leave;
- Excessive absenteeism;
- Being absent without authorized leave, repeated tardiness to assigned workstation, or taking leave without proper notification.

#### *Behavior*

- Willful or negligent violation of the Employee Handbook, MOU, resolutions, and other related ordinances including departmental rules, regulations, and policies;
- Insubordination (failure to carry out a direct order from a supervisor);
- Acceptance of gifts or gratuities in connection with or relating to the employee's duties;
- Conduct that is inappropriate or unlawful which tends to discredit the agency or agency service, while wearing agency-identified uniforms or identification badges off duty into a public or private establishment, the nature of which may adversely reflect upon the agency, or willful misrepresentation of the agency;

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- Conviction of a crime, the nature of which reflects a possibility of serious consequences related to the continued assignment or employment of the employee on a case by case basis;
- Falsifying information related to employment application, payroll, or any work-related record or report;
- Soliciting outside work for personal gain during the conduct of agency business; engaging in outside employment for any business under contract by RHA, participating in any outside employment that adversely affects the employee's RHA work performance; or engaging in unauthorized outside employment (Examples: (1) employee works for a vendor/contractor that is under contract with RHA, this would be a conflict of interest, (2) lawn mowing on your spare time for a neighbor or private owner does not present a conflict of interest);
- Discourteous treatment of the public or RHA employees;
- Conduct interfering with the reasonable management and discipline of RHA or any of its departments;
- Engaging in political campaigning while on duty;
- Violation or neglect of safety rules;
- Theft;
- Physical altercations;
- Any act or conduct that is discriminatory in nature towards another person's race, ancestry, color, national origin, sex (including pregnancy, childbirth or related medical condition), gender, gender identity and expression, veteran status, sexual orientation, marital/ domestic partnership status, mental or physical disability or any other legally protected medical condition(s), age, religion or political affiliations.

### *Work Performance*

- Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks of training, or failure to discharge duties in a prompt, competent, and reasonable manner;
- Refusal or inability to improve job performance in accordance with written or verbal direction after reasonable counseling and/or training;

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- Refusal to accept reasonable and proper assignment from an authorized supervisor;
- Intoxication, or incapacity on duty due to the use of alcohol or drugs; or illegal possession of drugs or open container of alcoholic beverage while on duty;
- Driving under the influence of alcohol or drugs while on duty or suspension of driver's license where job duties require driving;
- Careless, negligent, or improper use of RHA property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable risk of damage to property;
- Unauthorized release of confidential information or official records;

### Types of Discipline

The extent of the disciplinary action taken shall be commensurate with the offense, provided that the prior employment history of the employee may also be considered pertinent. The progressive disciplinary actions that may be taken are oral counseling, written counseling, written reprimand, suspension without pay not to exceed thirty (30) days, , demotion without consent, dismissal, or any appropriate combination of these. There is no guarantee that all progressive steps will occur prior to termination. At any point in the progressive discipline process, the next step can be dismissal, if there is a serious infraction which warrants dismissal for a single incident.

- Oral Counseling verbally notifies the employee that his/her performance or behavior must be improved. The warning clarifies standards, evaluates the employee's strengths and weaknesses, seeks information, defines the areas in which improvement is required, sets up goals leading to this improvement, and informs the employee that failure to improve will result in more serious action. Although the supervisor makes a note of the date, time, and content of the warning in a log or documentation notebook, or sends a confirming memo to the employee, no record is placed in the employee's permanent personnel file unless subsequent action is necessary.
- Written Counseling puts in writing and notifies the employee that his/her performance or behavior must be improved. It is intended to be a constructive process to assist the employee in identifying, discussing, and remedying aspects of their job performance or conduct that need(s) improvement(s), and informs the employee that failure to resolve or improve the issues could result in further

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disciplinary action(s). Written counseling's shall be made a part of the employee's official personnel record and may be considered as pertinent evidence or information in any hearing.

- Written Reprimand as a disciplinary action means official notification to the employee that there is cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if said cause is not corrected. Written reprimands shall be given in the manner and on forms prescribed or accepted by the Executive Director. Written reprimands shall be made a part of the employee's official personnel record and may be considered as pertinent evidence or information in any hearing.
- Suspension without pay shall be a temporary separation from agency service.
- Demotion as a disciplinary action shall be a reduction in classification to a classification having a lower maximum salary with reduction in salary. Demotion may be made to the classification having the lowest maximum salary in the classification series or a classification series comparable to that within which the employee's position is located. Demotion may be made on a permanent or temporary basis. Demotion may be evaluated or reviewed within sixty (60) calendar days.
- Dismissal means the termination of an employee from agency service.

Employees are entitled to representation during the disciplinary proceedings.

### **Personnel Records**

You or your representative have a right to inspect, review and copy documents in your personnel file, as provided by law, in the presence of the Executive Assistant/HR Coordinator at a mutually convenient time within 30 days of the request. You may add your comments to any disputed item in the file.

RHA will restrict disclosure of your personnel file to authorized individuals within RHA. Any request for information contained in personnel files must be directed in writing to the Executive Assistant/HR Coordinator. Only the Executive Assistant/HR Coordinator and Executive Director are authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited; however, RHA will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

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To keep personnel records up to date, to ensure that RHA has the ability to contact you, and to ensure that the appropriate benefits are available to you, employees are expected to notify the Executive Assistant/HR Coordinator promptly of any change of name, address, phone number, number of dependents, or other applicable information.

### **Employee References**

All requests for references must be directed to the Executive Assistant/HR Coordinator. No other manager, supervisor, or employee is authorized to release references for current or former employees. By policy, RHA discloses only the dates of employment and the title of the last position held of former employees and the amount of salary or wage you last earned.

### **Employment of Relatives**

RHA may refuse to hire relatives of present employees if doing so could result in actual or potential problems in supervision, security, safety, or morale, or if doing so could create a potential conflict of interest. RHA defines "relatives" as spouses, children, siblings, parents, in-laws, and step-relatives.

If two employees marry or become related, causing actual or potential problems such as those described above, only one of the employees will be retained with RHA, unless reasonable accommodations can be made to eliminate the actual or potential problems, or unless a direct line of supervision is presented upon the marriage. The employees will have 30 days to decide which relative will stay with RHA. If this decision is not made within the time allowed, the Executive Director of RHA will make the decision, taking the employment history and job performance of both employees into account.

Relatives of employees may be eligible for employment with the agency only if individuals involved do not work in a direct supervisory relationship, or in job positions in which a conflict of interest could arise. Present employees who marry may be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions involving conflict of interest.

### **Interoffice Relationships**

It is the policy of RHA that employees have a right to work in an environment that assures fair and equitable treatment of all staff members. As such, interoffice relationships can create a conflict of interest or adverse impact on supervision, productivity, efficiency, and morale when supervisors or managers and employees engage in interoffice romantic relationships.

An interoffice relationship is defined as any private association that is characterized primarily by the expectation of affection or intimate involvement, including but not limited to, marriage.



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domestic partnerships, dating, cohabitation, or sexual involvement. Such behavior is inappropriate when it involves an employee and the employee's immediate supervisor or each subsequent level of supervision.

Romantic relationships between subordinate and supervisor are prohibited. Should such relationship exist, the supervisor shall be responsible for promptly informing the Executive Assistant/HR Coordinator. Where feasible, the supervisor shall be removed from the direct line of authority over the subordinate; however, if such a modification to the reporting relationship is not feasible, RHA has the right to move the subordinate employee to a position outside of the direct line of authority. Attempts will be made to laterally move the employee; however, a lateral move of either the supervisor or employee cannot be guaranteed.

### **Conflicts of Interest**

All employees must avoid situations involving actual or potential conflicts of interest. Personal or romantic involvement with a competitor, supplier, or subordinate employee of the agency, which impairs an employee's ability to exercise good judgment on behalf of the agency, creates an actual or potential conflict of interest. When the competitor, supplier, or subordinate employee, is in a supervisory or decision-making position that may also create an actual or potential conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the agency may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

These types of relationships are therefore prohibited, and violations of this policy will subject an employee to disciplinary action, up to, and including termination.

Additionally, employees shall be familiar with and comply with the Public Housing Ethics Reference Manual and Code of Conduct policy.

### **Code of Conduct Policy**

- I. Purpose  
To protect the integrity of the Regional Housing RHA (RHA) information and services and employee efforts and to reduce the risk of litigation.

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- II. Scope  
This policy applies to all employees, appointed officials and agents.

- III. Policy  
Employees, appointed officials and agents are expected to devote their best efforts to the interests of the RHA and the conduct of its affairs. The RHA recognizes the rights of employees, appointed officials and agents to engage in activities outside of their employment which are of a private nature and unrelated to RHA business. However, a policy of full disclosure will be followed to assess and prevent potential conflicts of interest from arising.

No employee, appointed officials or agent of the RHA shall participate in selection, or in the award or administration of a contract if a conflict of interest would be involved. Such a conflict would arise when (i) the employee, appointed officials, or agent, (ii) any member of his/her immediate family, (iii) his/her partner, or (iv) an organization which employs, or is about to employ, any of the above, has a financial or other interest in any contract selected for award.

- a. Immediate family is defined as persons related by blood, marriage, or adoption, e.g. husband, wife, daughter, son, grandparents, grandchildren, cousins, etc. Family also includes significant others defined as person(s) with whom you have a close personal relationship, e.g. live-ins, fiancées, etc.

Note that it is impossible to outline all possible or potential conflicts of interest or the appearance of such conflicts. All employees, appointed officials and agents are required to exercise sound and reasonable judgement in determining whether a potential conflict, actual conflict or prospective conflict may exist which may have an influence on his or her decisions or actions as an employee of the RHA, or which could give the appearance of conflict.

If potential, actual or prospective conflict situations arise, an employee shall inform his or her department head and complete a Statement of Conflict of Interest.

Failure to disclose in writing such information may, after consideration of all pertinent facts, result in disciplinary action, up to and including dismissal.

- IV. Procedure
- A. The following circumstances and conditions are not all-inclusive, and are set forth to guide employees, appointed officials and agents:
1. Employees, appointed officials and agents have an obligation to devote their full time to employment with the RHA.

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2. No employee shall be employed in a dual employment capacity within RHA. That is, no one employee shall hold two RHA positions whether the positions are part-time, full-time or temporary.
3. No employee shall engage in outside work that will interfere with his or her primary job with the RHA. Nor will any employee engage in any activity of a nature that is in some way hostile or adverse to the RHA.
4. No employee of the RHA shall accept a retainer, commission, consulting fee or any other fee arrangement or remuneration from any job or service that may be a conflict without full written disclosure to the Executive Director. Full written disclosure must occur prior to any arrangement that may be a conflict. In the case of the Executive Director, full written disclosure shall be made to the Board of Commissioners.
5. No employee of the RHA shall neither solicit nor accept cash, gifts or favors of substantial value from clients, contractors, potential contractors or vendors. All gifts of substantial value must be declined politely. Employees, appointed officials and agents who receive consumable gifts shall share the gifts amongst all employees, appointed officials and agents. Depending upon the circumstances, exceptions to this provision may be granted only in situations where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value.
6. No employee, appointed officials or agent who exercises or has exercised any function or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from a RHA activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure. Such conflict would arise when a financial or other interest in a firm selected by RHA for award is held by:
  - a. An employee, appointed officials, or agent involved in making the award;
  - b. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister or grandchild).

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- c. His/her partner; or
  - d. An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.
7. No outside work shall be done during an employee's work hours and no RHA facilities, equipment, labor or supplies shall be used to conduct this outside activity.
  8. RHA equipment, supplies, materials (including excess materials and materials to be disposed) are property of the RHA. No RHA property shall be used for an employee's personal use or outside work activities.
  9. An employee must disclose in writing any acquisition of or retention of ownership interest in property leased or offered for lease to the RHA or subsidized by the Section 8 or successor programs.
  10. An employee, appointed officials or agent must not rent to a Section 8 client.
  11. No employee shall make an employment decision regarding a relative or supervise a relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister or grandchild).
  12. Managers must identify and address cases that can have a potential or appearance of a potential conflict of interest.
  13. A special case management plan will be produced to address each case that has a potential or appearance of a potential conflict of interest.
- B. Any questions regarding a possible conflict of interest or outside work should be discussed with the immediate supervisor, manager, Executive Assistant/HR Coordinator or Executive Director.
  - C. Failure to disclose in writing information related to any of the above points may lead to disciplinary action up to and including termination. Disclosure must take place once an employee has knowledge of a possible conflict of interest. Disclosure must take place for each occurrence.
  - D. A questionnaire dealing with conflict of interest will be completed annually by

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all employees, appointed officials and agents covered by the scope of this policy as a continuing reminder and control on this important subject. However, an employee must disclose any potential conflict of interest any time they have knowledge of a potential conflict. A questionnaire must be completed under any circumstances that may present a potential conflict.

### V. Administration

- A. Any employee, appointed officials or agent of the RHA shall report violations of this Code of Conduct to his/her supervisor, manager, Executive Assistant/HR Coordinator, Executive Director or the Board Chair and the Executive Director shall report any cases of possible conflict of interest concerning himself or herself in writing to the Board Chair.
- B. There will be no retaliation against any party who makes a good faith report or complaint concerning violations of this Code of Conduct, regardless of whether it is ultimately determined that such violation has in fact occurred. Nor will there be any retaliation against any party who provides information in the course of an investigation into alleged violations of this Code of Conduct.
- C. All RHA's supervisors/manager have a responsibility to be sensitive to and deal with violations of this Code of Conduct. This responsibility includes monitoring all relevant work activities and contacting a higher-level manager, Executive Assistant/HR Coordinator, Executive Director or the Board Chair, if it is reasonably believed that a violation of the Code of Conduct has occurred. Any such report shall be investigated regardless of whether a formal report or complaint has been made.

### VI. Dissemination

- A. Any employee, appointed officials or agent of the RHA shall be informed of this Code of Conduct when he/she is initially retained by the RHA, and on an annual basis thereafter.

### VII. Contact Information

Grantee Legal Name:	Regional Housing Authority
DUNS #:	621882174
Address:	1455 Butte House Road, Yuba City, CA 95993
Phone #:	(530) 671-0220
Email Address:	<a href="mailto:g.becerra@regionalha.org">g.becerra@regionalha.org</a>
Authorized Official and Title:	Gustavo Becerra, Executive Director

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### **Voluntary Termination**

Voluntary termination results when an employee voluntarily resigns his or her employment or fails to report to work for three (3) consecutively scheduled workdays without notice to, or approval by, his or her supervisor. RHA will make attempts to contact the employee before any termination action is taken. All agency-owned property, including but not limited to vehicles, keys, uniforms, cell phones, identification badges, tools, and credit cards, must be returned immediately upon termination of employment.

### **Employee Standards Conduct**

This section of the handbook discusses your responsibilities to RHA as an employee. Please thoroughly familiarize yourself with these policies and apply them to your work. The result of your effort will be a more efficient, productive and pleasant atmosphere for you, your coworkers, and our clients.

### **Prohibited Conduct**

The following conduct is prohibited and will not be tolerated by RHA. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and the agency's operations also may be prohibited.

1. Fraud in securing appointment.
2. Unsatisfactory performance.
3. Inexcusable neglect of duty.
4. Insubordination.
5. Dishonesty.
6. Drunkenness on duty.
7. Addiction and/or use of narcotics or habit-forming drugs without medical prescription while on duty.
8. Inexcusable absence without leave.
9. Conviction of a job-related felony.
10. Discourteous treatment of the public or other employee.
11. Political activity, which is in violation of Federal, State or local laws and regulations
12. Misuse of Housing Authority property in violation of law or Board order.

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### **Absenteeism and Tardiness**

Each of our employees plays an important role in getting the day's work done. Please ensure you are fulfilling your time commitment and obligation to RHA. Absenteeism and tardiness, even for good reasons, is disruptive to our operations and interferes with our ability to satisfy the public's needs. Excessive absenteeism or tardiness, if unexcused, can result in discipline, up to and including termination. Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized RHA business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must under all, but the most extenuating circumstances call your supervisor at least one hour before the time you are scheduled to begin working for that day. In all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees also must inform their supervisor of the expected duration of any absence.

Tardiness in excess of 10 minutes, 3 times in one calendar month, ~~may~~ will result in a loss of earned sick and annual leave accumulation for one pay period. Chronic tardiness and absenteeism may result in disciplinary action, up to and including termination. All employees are expected to remain at their jobs until the actual starting time of lunch periods or the end of their shift. Unexcused leaving early shall be treated the same as tardiness.

If you fail to report for work without any notification from yourself, a family member or medical provider to your supervisor this will result in a deduction of a day's pay for each day missed. If your absence continues for a period of 3 days, the agency will consider that you have voluntarily abandoned or quit your employment.

### **Off-duty Conduct/Outside Employment**

While RHA does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the agency's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the agency's or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects RHA's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

While employed by RHA, employees are expected to devote their energies to their jobs with RHA. The following types of employment elsewhere are strictly prohibited:

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- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at RHA;
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with RHA;
- Additional employment that impairs or has a detrimental effect on the employee's work performance with RHA;
- Additional employment that requires the employee to conduct work or related activities on RHA's property during the employee's working hours or using RHA's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of RHA.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest, such as working for a vendor, contractor, other agency, etc., must submit a written request to RHA explaining the details of the additional employment. If the additional employment is authorized, RHA assumes no responsibility for it. RHA shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. If it is determined a conflict exists with secondary employment, authorization may be revoked.

### **Drug and Alcohol -Free Workplace Policy**

#### A. Purpose

The Regional Housing Authority (Authority) is strongly committed to the health, safety and welfare of its employees, clients and the public at large. Drug and/or alcohol abuse poses a direct and significant threat to the mission of the Authority. The Authority is committed to ensuring a substance-free working environment for all of its employees, clients and the public at large.

The purpose of this policy is to notify Authority employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace and specified actions that will be taken against employees for violation of the prohibitions contained in this policy. It is also the purpose of this policy to assure worker fitness for duty and to protect our employees, clients and the public at large from the risks posed by the prohibited use, possession, manufacture, sale, purchase, transfer or being under the influence of alcoholic beverages, illegal drugs or other intoxicants and misuse of prescription drugs at any time on Authority premises or while on Authority business. This policy is also intended to comply with all applicable federal and state regulations governing drug-free workplace requirements to include the



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Federal Drug-Free Workplace requirements (41 U.S.C. §8103) and the California Drug Free-Workplace Requirements (Government Code §8355). This policy sets forth available drug counseling and rehabilitation and also sets forth the possible penalties that may be imposed on employees for drug abuse violations. All employees are notified that as a condition of employment with the Authority they must abide by the terms and conditions of this policy and notify the Authority of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after conviction.

Employees who think they may have a drug and/or alcohol problem are urged to voluntarily seek confidential assistance. While the agency will be supportive of those who seek help voluntarily, the Authority will be equally firm in identifying and disciplining those who do not seek help or those whose substance abuse either violates the policy or interferes with the employee's job performance. It is in the best interest of the Authority and its employees that immediate action be taken whenever there is sufficient cause to believe that an employee is unfit for duty due to the influence of drugs and/or alcohol while at work. The Authority will act to eliminate any substance abuse (alcohol, illegal drugs, misuse of prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the Authority's reputation. All persons covered by this policy should be aware that drug and/or alcohol abuse will not be tolerated, and violations of the policy may result in discipline, up to and including termination, or the inability of being hired. It is within the Authority's discretion to allow those covered by this policy to enter treatment/rehabilitation pursuant to Article H, or to pursue discipline in lieu of, or in addition to, treatment/rehabilitation.

### B. Policy

The Authority has an obligation to its employees, clients and the public at large to reasonably ensure safety in its workplace, as well as, safety and quality in its service. The following are strictly prohibited and will result in immediate disciplinary action, up to and including termination: reporting to work under the influence of drugs and/or alcohol; using, possessing, manufacturing, purchasing or transferring drugs and/or alcohol which impairs job performance or poses a hazard to the safety and welfare of the employee, public or other employees by an employee on Housing Authority premises or property (including storage in a desk, car, etc.) during work time; or the sale of such item.

While the Authority has no intention of intruding into the private lives of its employees, involvement with drugs and/or alcohol off the job can take its toll with job performance and employee safety. The Authority's concern is that employees are in a condition to perform their duties safely and efficiently, while taking the interests of their coworkers and the public into consideration as well as themselves. It is in the best interest of the Authority and its employees that immediate action be taken whenever there is sufficient cause to believe that an employee is unfit for duty due to being under the influence of

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drugs and/or alcohol while at work.

While the use of medically prescribed medication(s) is not per se a violation of this policy, failure by the employee to notify his/her supervisor, before beginning work, when taking any sort of medication (either prescription or over the counter) which could foreseeably interfere with the safe and effective performance of duties or operation of Authority equipment can result in discipline, up to and including termination. It is the intent of the Authority that this requirement is solely for the purpose of identifying physical or mental limitations that could impact the employee's performance or safety. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medication(s), clearance from a qualified physician may be required.

The Authority is not required to and will not accommodate the use of prohibited substances in the workplace or working under the influence of prohibited substances even if prescribed by a licensed healthcare provider.

The Authority reserves the right (without employee consent) to inspect and/or search all Authority property on or off Authority premises, for drugs and/or alcohol, or any other substances which may impair job performance.

### C. Applicability

This policy applies to all current employees, including full-time, part-time and temporary employees, prospective employees and contractors/vendors when they are on Authority property or while performing any Authority related business.

### D. Prohibited Substances

"Prohibited substances" addressed by this policy include but are not limited to the following:

1. Drug: Marijuana, amphetamines, opiates, methamphetamines and cocaine; and other known and identified drug substances.
2. The misuse of prescription medication(s) which may impair the employee's ability to safely and effectively perform their duties.
3. Alcohol: The use of beverages or substances, including any medication, containing alcohol that is present in the body while performing Authority business is prohibited. "Alcohol" is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low-molecular-weight alcohols, including methyl or isopropyl alcohol.
4. Prohibited substances may also include the use of legally prescribed substances (barbiturates, amphetamines, morphine, codeine, etc.). Any employee who is taking a medication that may affect their work performance must notify their supervisor immediately.

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### E. Prohibited Conduct

Prohibited conduct addressed in this policy includes but is not limited to the following:

1. **Manufacture, Trafficking, Possession and Use:** Any employee engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a prohibited substance on Authority premises, in Authority vehicles or while conducting Authority business on or off the premises is absolutely prohibited.
2. **Impaired/Not Fit for Duty:** Any employee who is reasonably suspected of being impaired or not fit for duty due to the influence of a prohibited substance shall be removed from job duties pending the results of a drug and/or alcohol test. Employees failing to pass a drug and/or alcohol test shall remain off duty and be subject to treatment or disciplinary action up to and including termination. A drug and/or alcohol test is considered positive (failed) if the individual is found to have a quantitative presence of a prohibited substance in the body or if the test is deemed to be adulterated or substituted. A drug and/or alcohol test is also considered positive (failed) if an employee refuses to submit to a test. Failure to test may lead to disciplinary action up to and including termination. An employee may also be required to pass a Fitness for Duty Medical Examination prior to returning to duty.
3. **Alcohol Use:** No employee shall report for duty or remain on duty while under the influence of alcohol. No employee shall use alcohol while on duty. No employee shall use alcohol within four hours of reporting for duty nor during the hours that he/she is on call. Violation of these provisions is prohibited and will subject the employee to disciplinary action up to and including termination.

### F. Testing for Prohibited Substances

As permitted by law, the Authority reserves the right to test for the presence of drugs and/or alcohol. All employees shall be subject to testing for pre-employment, reasonable suspicion, post-incident, post-accident and return to duty/follow-up. Any employee refusing to submit to a drug and/or alcohol test when requested by any authorized Authority representative may constitute insubordination and may be grounds for discipline up to and including termination.

#### 1. Pre-Employment Testing

Upon acceptance of a written job offer to a prospective employee, the prospective employee shall submit to and pass a drug and/or alcohol test as a condition of employment. Test results shall remain confidential and, in the employee's, medical records file. Such information is not available for public inspection.

#### 2. Reasonable Suspicion:

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"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent manager or supervisor to suspect that an employee is under the influence of drugs and/or alcohol impairing the employee's ability to perform the essential functions of his/her job or effecting the employee's ability to perform his/her job safely.

In conducting a reasonable suspicion inquiry, management and/or supervisors should evaluate the following, documenting the presence of any of the listed indicators:

1. Speech: Incoherent, confused, slurred, rapid, loud or rambling;
2. Balance: Staggering, swaying or falling;
3. Walking or movement: unsteady, staggering, swaying, stumbling, falling, pacing or rapid;
4. Mental state or physical behavior: sleepy/stupor, confused, lack of concentration, paranoid, excessive yawning, fatigue, withdrawn, nervousness;
5. Abilities: Lack of coordination, confused thinking, slow movements, fidgeting, unable to sit still, rapid movements, cannot operate/control machinery or equipment;
6. Appearance: red eyes, droopy eyelids, dilated or constricted pupils, weight loss/malnutrition, disheveled/unkept appearance, smell of alcohol, wearing sunglasses at inappropriate times, dry mouth, flushed or pale face, frequent sniffing.
7. Alcohol odor on breath.
8. Difficulty responding to simple questions such as time of day, location, etc.
9. Difficulty performing simple tasks such as counting, touching nose, etc.
10. Experiences or causes an accident, injury or property damage, near-miss of serious accident, dangerous operation of equipment or vehicle.
11. Verbal or physical abuse or altercation, inability to get along with others;
12. Poor attendance or observation of work hours;
13. Poor job performance including excessive mistakes, not following directions, lack of motivation;
14. Possession of alcohol, drugs or drug paraphernalia;
15. Information obtained from a reliable person with personal knowledge.

Employees suspected to be under the influence of drugs and/or alcohol will be escorted to the clinic by a designated Authority representative and will be

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required to submit to a drug and/or alcohol test. An employee who refuses to submit to testing, refuses to cooperate in any investigation, provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately and be subject to disciplinary action up to and including immediate termination. Refusal can include an inability to provide a urine specimen or breathe sample without a valid medical explanation, a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

### 3. Post Incident/Accident Testing

The Authority will require all employees who sustain a reportable work-related injury to submit to a drug and/or alcohol test immediately following the injury. The Authority will require any employee involved in an auto accident while driving an Authority vehicle to submit to a drug and/or alcohol test within an hour of the accident. Under certain circumstances, the Authority allows employees to drive their personal vehicle for Authority business, the Authority will require any employee involved in an auto accident while driving their personal vehicle for Authority business to submit to a drug and/or alcohol test following any accident within an hour of the accident. Employees are not authorized to operate an Authority vehicle or their personal vehicle for Authority business until results of such testing is received.

### 4. Return to Duty and Follow-Up Testing

An employee who tested positive for a prohibited drug and/or alcohol and was afforded the option to seek treatment/rehabilitation, must test negative and be evaluated and released to duty by a Substance Abuse Professional (SAP) before returning to work. Employees will be required to undergo unannounced follow-up drug and/or alcohol testing following return to duty. The duration and frequency will be determined by the SAP. However, it shall not be less than 6 tests during the first year, nor longer than 5 years, following return to duty. The costs for follow-up testing shall be borne by the employee.

Analytical drug and/or alcohol testing will be conducted when circumstances warrant or as required by federal regulations. The drug and/or alcohol testing may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including but not limited to alcohol, prescription medication(s), cocaine, amphetamines, methamphetamines, marijuana and opiates.

Testing shall be conducted in a manner to ensure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities that have been approved by the US Department of Health and Human Services.

An employee who has a verified positive drug and/or alcohol test, an adulterated test, a

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substituted test or a refusal to test will be removed from his/her position immediately and appropriate disciplinary action will be taken up to and including termination. If the Authority decides the employee be given the opportunity to seek treatment/rehabilitation, the employee will be informed of educational and rehabilitation programs available, and must be evaluated by a SAP at their own expense. Failure to take advantage of this option will result in discipline, up to and including termination.

The Authority affirms the need to protect the individual's dignity, privacy, and confidentiality throughout the testing process.

### G. Treatment/Rehabilitation

At the employee's discretion, an employee may be afforded, at their own expense, an opportunity for treatment/rehabilitation in accordance with the following provisions:

1. **Positive Drug/Alcohol Test:** A treatment/rehabilitation program may be available for employees who have tested positive for a "prohibited substance". When recommended by a SAP, participation and completion of the recommended treatment/rehabilitation program is mandatory. Failure of an employee to attend and/or complete a prescribed program will result in termination from employment. Prior to return to duty, an employee must follow the treatment/rehabilitation program recommended by the SAP and the program staff. The duration and frequency of follow-up testing will be determined by the SAP, it will not be shorter than one year or longer than five years.
2. **Voluntary Admittance:** Employees who feel they have a problem with drugs and/or alcohol may request voluntary admission to a treatment/rehabilitation program. Requests must be referred to the Executive Assistant/HR Coordinator or Executive Director for review. Program costs will be paid for by the employee. An employee failing to complete the program will be terminated from employment. An employee completing a treatment/rehabilitation program must pass a return to work drug and/or alcohol test and will be subject to follow up testing, not shorter than one year or longer than five years, following return to duty. A positive return to work test, post-incident test, post-accident test, or reasonable suspicion test within the designated period will result in termination of employment. Failure to pass a drug and/or alcohol test for any other reason will be handled as a "positive test" as defined elsewhere.
3. Employees participating in a treatment/rehabilitation program must use any accumulated sick or vacation leave. After exhaustion of all available leave, the Employee will need to seek and obtain a leave without pay and be on unpaid leave until such time as they may return to work.

### H. Drug-Free Workplace Act of 1988

The Authority complies with the Drug-Free Workplace Act of 1988.

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### I. Incorporation of New or Changed Requirements

Notwithstanding anything in this policy to the contrary, this policy shall be construed to incorporate any changes required by any law, regulation, or directive that is adopted, amended or issued after the effective date of this policy, including applicable precedents under state and federal case law, pertaining to drug and/or alcohol testing and treatment/rehabilitation programs for employees.

The Authority is dedicated to ensuring fair and equitable application of this Drug and Alcohol-Free Workplace Policy. Therefore, supervisors and managers are required to administer all aspects of this policy in an unbiased and impartial manner. Any supervisor or manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy with respect to his/her subordinates, shall be subject to disciplinary action, up to and including termination.

### **Dress Code and Other Personal Standards**

Because each employee is a representative of RHA in the eyes of the public, each employee must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and in a manner that ensures workplace safety and is consistent with the nature of the work performed. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

Maintenance department personnel may wear jeans or shorts along with agency provided shirts. All clothing must be clean and neat and free of stains, tears and holes. Employees are provided coveralls and other protective clothing in order to prevent damage to clothing. All employees required to wear uniforms provided by RHA must take care of their uniforms and report any wear or damage to their manager/supervisor. Instructions regarding cleaning and maintenance of uniforms will be provided. Manager/Supervisor will inform you of additional requirements regarding acceptable attire. Certain employees may be required to wear safety equipment or clothing. Your manager/supervisor must approve any deviations from these guidelines.

Jewelry, makeup, perfume and cologne should be in good taste. Be mindful that some employees are allergic to the chemicals in perfumes and cologne so wear these products conservatively.

Office personnel who do participate in a casual dress day are expected to report to work properly groomed. Acceptable casual dress excludes ripped or torn clothing, flip-flops (thin rubber beachwear type shoes), slippers, spaghetti strapped and razor back tanks, halter tops, mini-skirts, sweatpants, shorts, offensive or distracting logos, pictures and slogans and revealing clothing. Employees required to wear safety equipment or clothing still must do so on a casual dress day. For the safety of staff, open toed sandals are not acceptable when required to conduct business

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outside of the office such as home visits or inspections. Open toed sandals are acceptable while working in the office only.

Employees with hair at a length that would cause a safety hazard should have hair neatly pulled back.

### **Client Relations**

Employees are expected to be polite, courteous, prompt, and attentive to every client. When an employee encounters an uncomfortable situation that he or she does not feel capable of handling, the employee's manager/supervisor should be contacted immediately.

Clients are always to be treated courteously and given proper attention. Never regard a client's question or concern as an interruption or an annoyance. You must respond to inquiries from clients, whether in person or by telephone, promptly and professionally. Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received.

Through your conduct, show your desire to assist the client in obtaining the help needed. If you are unable to help a client, find someone who can. All correspondence and documents, whether to clients or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.

Never argue with a client. If a problem develops or if a client remains dissatisfied, ask your manager/supervisor to intervene.

### **Confidentiality**

During the course of employment with the RHA, employees or participants may receive or have access to information in which RHA has a confidential interest. Examples of information that RHA considers confidential in nature include, but are not limited to: policy or procedure manuals, guidelines, and memoranda; personnel information, including wage and benefits information; financial information; participant and client profile information, including income information, contact information, needs assessments, and program assessment surveys; client information; computer systems, programs, and software; and contract and grant proposals, including price and cost data.

Because the unauthorized review, reproduction, or disclosure of confidential or private information may be detrimental to RHA, no employee or participant entrusted with or otherwise knowledgeable of such information shall reproduce or disclose such information both during their employment/training assignment or after termination of their relationship with RHA, unless given prior authorization to do so.

No employee or participant shall use for his or her own benefit, or the benefit of another, the



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confidential or private information acquired or accessed in the course of performing his or her official duties with RHA.

Records pertaining to employees and participants are subject to the Federal Privacy Act. Without appropriate authorization, employees or participants shall not duplicate or distribute any such confidential records or make public any such confidential information to parties outside of RHA.

Any breach of this policy will not be tolerated, and the agency may pursue disciplinary action up to and including termination.

### **Business Conduct and Ethics**

No employee may accept a gift or gratuity from any client, vendor, supplier, or other person doing business with RHA because doing so may give the appearance of influencing business decisions, transactions or service. Please discuss expenses paid by such persons for business meals or trips with RHA in advance.

### **Employer Property**

Desks, computers, vehicles and cell phones are RHA property and must be maintained according to RHA rules and regulations. They must be kept clean and are to be used only for work-related purposes. RHA reserves the right to inspect all RHA property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

RHA voice mail and/or electronic mail (e-mail) are to be used for business purposes only. RHA reserves the right to monitor voice mail messages and e-mail messages to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence.

RHA's IT consultant may periodically need to assign and/or change "passwords" and personal codes for voice mail, e-mail and computers. These communication technologies and related storage media and databases are to be used only for RHA business and they remain the property of RHA.

RHA's Executive Assistant/HR Coordinator reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system.

Prior authorization must be obtained before any agency property may be removed from the premises.

For security reasons, employees should not leave personal belongings of value in the workplace.

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Personal items of terminated employees will be boxed up and a mutual time for pick-up will be arranged. Items left in the workplace are subject to disposal if not claimed within 30 days of an employee's termination or scheduled pick-up date.

### **Use of Electronic Media**

RHA uses various forms of electronic communication including, but not limited to computers, e-mail, telephones and internet. All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of RHA and are to be used only for RHA business and for limited personal use during allotted break and lunch periods only.

Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against RHA policy, or not in the best interest of RHA.

Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to disciplinary action up to and including termination.

Employees may not install personal software on RHA's computer systems.

All electronic information created by any employee using any means of electronic communication is the property of RHA and remains the property of RHA. Personal passwords may be used for purposes of security, but the use of a personal password does not affect RHA's ownership of the electronic information.

RHA will override all personal passwords if necessary, for any reason.

RHA reserves the right to access and review electronic files, messages, mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of agency policy or any law occurs.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by RHA management, third party, or the mutual consent of the employee.

No employee may install or use anonymous e-mail transmission programs or encryption of e-mail communications, except as specifically authorized by the Executive Director.

Employees who use devices on which information may be received and/or stored, including but not limited to cell phones, , portable computers, fax machines, and voice mail communications are required to use these methods in strict compliance with the confidential communication

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policy established by RHA. Except for such uses, these communications tools should not be used for communicating confidential or sensitive information.

Access to the internet, websites, and other types of RHA-paid computer access are to be used for RHA-related business only. The Executive Director must approve any information about RHA, its products or services, or other types of information that will appear in the electronic media about RHA before the information is placed on an electronic information resource that is accessible to others.

Questions about access to electronic communications or issues relating to security should be addressed to the Chief Financial Officer.

### **Facsimile & Copy Machines and Personal Mail**

The facsimile and copy machines are for RHA business. Any personal use of fax or copy machines should be paid for at an appropriate market rate. Employees are prohibited from using these machines for the purpose of transmitting, receiving or copying materials that may be deemed offensive or insulting. Any employee who receives such materials via facsimile transmission, the mail, or from any other source, should report the transmission immediately to the Executive Assistant/HR Coordinator.

Mail sent to you at RHA will be opened by the Executive Assistant/HR Coordinator unless clearly indicated that it is of personal nature. If you do not wish to have your correspondence handled in this manner, please have it delivered to your home. RHA letterhead may not be used for personal correspondence.

### **Guests and Visitors**

Visits from friends and family are to be kept to a minimum, in order to preserve an appropriate work environment. It is important that the impression left with RHA visitors is that of a professional organization with the highest standards of conduct. Union representatives have access to RHA facilities with prior approval of the Executive Director. If an employee has a visitor, the visitor must be escorted through the building at all times.

### **Personal Phone Calls**

Although RHA's phones are intended to be used for RHA business, it is recognized that it may be necessary for an employee to use RHA phones for personal calls. The following guidelines apply to the use of RHA phones for personal calls:

- Use of RHA phones for personal calls should be minimized.

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- No personal call may be made by an employee on RHA phones that result in any toll, long-distance, or other charges appearing on RHA's phone bill. Any such charges should be charged directly to the employee and should not appear on RHA's phone bill.

### **Prohibited Use of RHA Cell Phone While Driving**

In the interest of the safety of our employees and other drivers, RHA employees are refrained from using cell phones while operating a motor vehicle on RHA business and/or RHA time.

If your job requires that you keep a RHA issued cell phone turned on while you are driving, you must use a hands-free device. RHA recommends preprogramming frequently used numbers into your phone rather than looking up numbers before dialing them. Violating this policy is a violation of law beginning July 1, 2008 and a violation of RHA rules.

Writing, sending, or reading text-based communication – including text messaging, instant messaging, and e-mail – on a wireless device or cell phone while driving is also prohibited under this policy. Violating this policy is a violation of law beginning January 1, 2009 and a violation of RHA rules.

### **RHA Vehicle Use**

RHA employees are expected to drive RHA-owned and, from time-to-time, personal vehicles to conduct RHA business. Below are the issues and expectations related to vehicle use:

#### Driving Standards

All RHA employees are required to comply with the safe driving standards necessary to possess the required certificates of insurance. RHA routinely reviews each employee's DMV record to ensure compliance with the standard. Employees are expected to drive in a safe and responsible manner.

#### Use of RHA Vehicles

Employees are encouraged to use RHA vehicles rather than personal vehicles for conducting RHA business whenever possible.

When using a RHA car, truck or van, employees should remain aware that they are driving a publicly-owned vehicle, and that it should be used primarily for agency business. Incidental personal use, such as stopping for lunch along the route going to or from a jobsite or going out to eat when you are out of town is acceptable. Except in an emergency, employees may not carry family members or friends in a RHA vehicle unless authorized in advance.

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### Use of Personal Vehicles

Personal vehicles can be used for RHA business when a RHA vehicle is not available or when use of a RHA vehicle would cause unnecessary inconvenience for the employee. Employees will be reimbursed for work-related mileage expense in accordance with current IRS rates. (See Personal Vehicle Usage Form from MOU)

### **Off-duty Use of Facilities**

Employees are prohibited from remaining on RHA premises or making use of RHA's facilities while not on duty. Employees are expressly prohibited from using RHA facilities, RHA property, or RHA equipment for personal use.

### **Security**

RHA has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to your manager/supervisor immediately. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your manager/supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing. All employees are required to carry their agency identification badges during working hours.

### **Health and Safety**

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses immediately to your manager/supervisor or to the Executive Assistant/HR Coordinator.

In compliance with California law, and to promote the concept of a safe workplace, RHA maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in the Executive Assistant/HR Coordinator's office.

In compliance with Proposition 65, the agency will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

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### **Ergonomics**

RHA is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. RHA will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. RHA encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

RHA believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being and is essential to our business. We intend to provide appropriate resources to create a risk-free environment.

If you have any questions about ergonomics, please contact the Executive Assistant/HR Coordinator.

### **Housekeeping**

All employees are expected to keep their work areas clean and organized. People using common areas such as lunchrooms and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

### **Tobacco-Free Environment**

The use of tobacco, including electronic tobacco devices, is not allowed in any portion of RHA buildings, including stairwells, garage, or common areas, within 20 feet of a door or window of any RHA building or RHA vehicles.

### **Solicitation and Distribution of Literature**

In order to ensure efficient operation of RHA's business and to prevent disruption to employees, we have established control of solicitations and distribution of literature on RHA property. RHA has enacted rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas for political causes with the exception of Union literature or materials. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with his or her manager/supervisor, or the Executive Director.

No employee shall solicit or promote support for any political cause or political organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.

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No employee shall distribute or circulate any written or printed material in work areas during his or her working time. Union material shall be distributed during allotted lunch, break periods, or off-hours

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on company property, without prior approval of the Executive Director.

### **Conducting Personal Business**

Employees are to conduct only RHA business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours. See MOU for allotted Shop Steward/leadership paid release time.

### **Bulletin Boards**

RHA maintains numerous bulletin boards located at various facilities.

Bulletin boards are used to provide information to employees concerning agency policies, governmental regulations, newsletters, special events, meetings, and employment listings. Please review the bulletin board frequently so that you are familiar with the information posted there.

Employees may not post items on agency bulletin board unless the following conditions are met:

- Postings may be made by RHA employees only;
- The information to be posted must first be approved by the Executive Director, unless required by law;
- Bulletin boards will be updated when necessary;

The Union maintains two bulletin boards at RHA facilities.

### **Payment of Wages**

Paydays are scheduled every other Thursday. If a payday falls on a holiday, payday shall be the working day before the holiday.

RHA offers automatic payroll deposit for employees. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must fill out a Direct Deposit form along with a voided check and return it to the Executive Assistant/HR Coordinator at least 5 days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

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To stop automatic payroll deposit, you need to notify the Executive Assistant/HR Coordinator in writing at least 5 days before the pay period for which you would like the service to end. You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received no later than 5 days before the end of the pay period.

### **Advances**

RHA does not permit advances against paychecks or against unaccrued vacation.

### **Timekeeping Requirements**

Employees must record their start and at the end of each work period, including the start and end of their lunch break. Employees must also record whenever they leave the building for any reason other than company business or their 15 minutes breaks (one in the morning and one in the afternoon). Employees must complete their timesheets daily. Accurately recording all of your time is required to ensure that you are paid for all hours worked as required by wage and hour laws.

### **Meal and Rest Periods**

Employees are provided with a meal break, either a half-hour or 1 hour, to be taken duty free and approximately in the middle of the workday not to exceed 5 hours from their start time. If an employee is going to work less than 6 hours in a day, a meal break does not need to be taken and a Meal Waiver Form of 1<sup>st</sup> meal must be completed and approved. If an employee will be working more than 10 hours but less than 12 hours, a second meal break does not need to be taken and a Meal Break Waiver of 2<sup>nd</sup> meal must be completed and approved.

Employees are allowed a 15-minute rest period for every four hours of work or major portion thereof (1 in the morning and 1 in the afternoon). Rest periods may not be rolled into one, cannot be combined with your meal period or be used to leave early or arrive late. You are expected to observe your assigned working hours and the time allowed for meal and rest periods.

### **Lactation Accommodation**

RHA supports the needs of nursing mothers in the workplace and recognizes lactating employees' rights to request lactation accommodations. RHA accommodates lactating employees by providing a reasonable amount of break time and a suitable lactation location to any employee who desires to express breast milk for their infant child, subject to any exemption allowed under applicable law.

If possible, the break time should run concurrently with your normally scheduled break time. Any break time to express breast milk that does not run concurrently with your normally



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scheduled break time is unpaid, unless previously approved to use vacation leave.

The lactation location will be private (shielded from view and free from intrusion from co-workers and the public) and located close to your work area. The location will be safe, clean and free of toxic or hazardous materials; have a surface to place a breast pump and other personal items; have a place to sit; and have access to electricity or alternative devices (such as extension cords or charging stations) allowing you to operate an electric or battery-powered breast pump. RHA will also provide access to a sink with running water and a refrigerator suitable for storing milk near your workspace. If a refrigerator cannot be provided, RHA will provide another cooling device suitable for storing milk, such as an employer-provided cooler. The lactation location will not be a bathroom or restroom. The room or location may include an employee's private office if it otherwise meets the requirements of the lactation space.

Employees who desire lactation accommodations should contact Jennifer Ruiz, Executive Assistant/HR Coordinator, to request accommodations. An employee's request may be provided by email, or in writing, and need not be submitted on a specific form. The request should indicate whether the employee wishes to use vacation leave for any period of lactation break time that does not run concurrently with the employee's normally scheduled rest period. We will engage in an interactive process with you to determine when and where lactation breaks will occur. If we cannot provide break time or a location that complies with this policy, we will provide a written response to your request.

RHA will not tolerate discrimination or retaliation against employees who exercise their rights to lactation accommodations, including those who request time to express milk at work and/or who lodge a complaint related to the right to lactation accommodations. If you believe you have been denied reasonable break time or adequate space to express milk or have been otherwise been denied your rights related to lactation accommodations, you have the right to file a complaint with the Labor Commissioner.

### **Overtime**

Employees in non-exempt positions are eligible to receive compensatory time off (CTO) at a rate of 1.5 times the regular hourly rate for actual hours worked beyond an employee's scheduled workweek (40 hours Monday through the end of the following Sunday). The Executive Director may authorize a payoff of any or all CTO time balances not more than once each fiscal year. CTO shall be taken prior to requesting vacation time. Employees must receive approval prior to working overtime.

### **On-Call/Callback Pay Policy**

Whenever any employee is required to remain available on an On-call basis, he/she shall be compensated at the rate of ~~sixtythree~~ dollars (\$~~63~~0.00) per day for non-work days (days RHA is closed for business or holidays and for work days that the employee has reported to work

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and is scheduled for on-call the rate will be ~~sixty~~thirty (~~\$63~~0.00) per day. For purposes of this section, a weekday for on-call is defined as the hours between 5:30 PM and 7:00 AM the following calendar day. For a designated holiday, weekend day or other day RHA is closed to the public, on-call is defined as a shift of 24 hours. The assignment of classifications of employees to do on-call duty shall be approved by the Executive Director. Employees scheduled for on-call duty shall be on-call for one week, beginning at 5:30 PM Thursday, and ending at 5:30 PM the following Thursday.

For purposes of this section, individuals required to remain available on an on-call basis must at all times leave a telephone number where they can be reached and can return a call within a reasonable length of time, must not have called in sick due to illness or departed early from work due to illness. The possession of a cell phone shall not constitute on-call duty unless the appointing authority or his /her designated representative has specifically approved a schedule consisting of employees scheduled for on-call duties. No employee shall work two (2) consecutive weeks on-call without prior written approval. A rotation of schedules is needed to ensure safety.

Employees called back to perform emergency overtime duty shall receive a minimum of two (2) hours overtime compensation, except that employees living in RHA called back to perform overtime duty (in their residence area) shall receive one (1) hour of overtime compensation. In the event of an additional emergency call back within 2 hours of the initial call back order, the second and any subsequent call back orders shall be paid based on actual time worked per day (12:01 AM to 12:00 PM). Non-emergency work orders shall not be completed while in emergency call back.

Employees deemed able to perform on-call duties shall be recommended by the Operations Manager to the Executive Director for approval. On-call cannot be performed by an employee who is on any leave status including but not limited to more than 3 consecutive days of vacation or sick leave, FMLA/CFRA or other sanctioned leave. Failure to perform on-call duty without cause may lead to disciplinary action.

Employees on-call must call the onsite manager for all calls before responding.

### **Alternate/Flexible Work Schedules**

#### Flexible Work Hours:

To improve the level of service provided by RHA, flexible work hours may be arranged by mutual agreement between individual employees, supervisors and the Executive Director. Such hours shall allow the employees to work the standard number of hours within each work period. The Executive Director may return the

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employee to the standard shift at any time with two weeks' notice.

### Alternate Work-Schedules:

It is intended that an alternate work schedule will enable employees to work alternate work hours to accommodate departmental needs as well as the employee's personal needs. However, an alternate work schedule is not an entitlement. The Executive Director may discontinue alternate work schedules by an individual, group or department, if it is determined that service levels are not being maintained. The alternate work schedule may be discontinued with a 14-day notice to the employee(s). An individual employee's authorization to participate in the alternate work schedule may also be discontinued if concerns develop regarding the employee's performance or attendance.

Regular Work Week: Employees working a standard week schedule have their work begin on Monday at 12:01 a.m. and end at 12:00 midnight the following Sunday.

**\*\* During the duration of this contract April 1, 2018 November 16, 2022, through March 31, 2023 (conditional on optional fifth (5<sup>th</sup>) year), employees will work a 4/10/40 work week unless otherwise authorized by the Executive Director.**

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Alternate Work Week Schedule: An alternative to the normal 5-day, 40-hour work week. Examples of alternate work schedules are:

4/10/40: An employee works the required 40-hour minimum work week in four 10-hour days.

9/8/80: An employee works eight 9-hour days and one 8-hour day in a two-week period with one day off every other week that corresponds with the 8-hour day. The day off can be any day of the week.

Employees who are approved for a 9/8/80 work week will be required to adjust their work week to ensure that they do not work over 40 hours in any consecutive seven-day period. In this instance their work weeks would be adjusted to start four hours into their work shifts on their 8-hour days (this puts 4 hours into each work week).

Example: An employee on a 9/8/80 schedule working from 7:00 a.m. to 5:00 p.m. Monday through Thursday with a 1 hour or ½ hour lunch, and from 7:00 a.m. or 8:00 a.m. to 4:30 p.m. or 5:00 p.m. with a 1 hour or ½ hour lunch on their 8-hour Friday with every other Friday as their regular scheduled day off (RDO). The work week would start mid-day on Friday and end at mid-day on the following Friday. The employee may be given the choice between the 1 hour or ½ hour lunch periods.

Other Alternate Schedules: Work Week or lunch schedules, other than those, above

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may be approved or required by the Executive Director subject to the operational needs of RHA.

1. Overtime:

FLSA non-exempt employees shall receive overtime pay or compensatory time off at time and one-half (1 ½) for all hours worked in excess of 40 hours in their respective scheduled workweek.

2. Holiday Pay

Holiday pay shall remain at eight (8), nine (9) or ten (10) hours depending on employee's regular schedule.

When a holiday falls on one of the employee's regularly scheduled days off the holiday will be observed as follows: If it falls on the first of three (3) consecutive days off, the holiday shall be observed on the preceding workday. If the holiday falls on either of the last two scheduled days off, the following workday shall be observed.

3. Vacation and Sick leave

Time off from work for vacation, sick, or other paid leave will be charged nine (9) hours for time taken on a scheduled nine-hour day, ten (10) hours on a ten-hour day or the applicable number of hours for any other approved/required workday. Time off from work on the eight (8) hour workday will be charged eight (8) hours.

### LEAVE PROGRAMS

#### Vacation

Accrual: Hired before April 1, 2014

Employees shall accrue vacation leave at the following rates:

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Less than 10 years of service	- 120 hours per year (4 hours and 37 minutes per pay period)
10 years or more of service	- 160 hours per year (6 hours and 10 minutes per pay period)

### Accrual: Hired after April 1, 2014

Employees shall accrue vacation leave at the following rates:

0 to 1 year of service	- 40 hours per year (1 hour and 32 minutes per pay period) *Employees will accumulate hours and after 6 months of service can use accrued vacation after that.
2 to 5 years of service	- 80 hours per year (3 hours and 5 minutes per pay period)
6 to 10 years of service	- 120 hours per year (4 hours and 37 minutes per pay period)
10 years or more of service	- 160 hours per year (6 hours and 10 minutes per pay period)

Employees may have a total accumulation of not more than 200 hours of vacation leave as of December 31 of each year.

### Scheduling/Approval:

The Executive Director or his/her designee may schedule all vacation leave for employees who accumulate more than 160 hours of such leave. Vacation leave shall be scheduled in such a manner as to achieve the most efficient operation of RHA while taking into consideration the wishes of the employees.

### Pay-Off Upon Separation:

Employees shall be paid one hundred percent (100%) of their unused vacation leave upon separation according to law.

### **Holidays**

The following holidays shall be observed with pay:

1. New Year's Day – (January 1)
2. Martin Luther King, Jr., Day – (3<sup>rd</sup> Monday in January)
3. President's Birthday – (3<sup>rd</sup> Monday in February)
4. Cesar Chavez – (March 31) *\*(Reassigned for the term of the agreement)*

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5. Memorial Day – (Last Monday in May)
6. Independence Day – (July 4)
7. Labor Day – (1<sup>st</sup> Monday in September)
8. Columbus Day (2<sup>nd</sup> Monday in October) \*(Reassigned for the term of the agreement)
9. Veteran’s Day – (November 11)
10. Thanksgiving Day – (Fourth Thursday in November)
11. Friday following Thanksgiving
12. Day Before Christmas – (December 24)
13. Christmas Day – (December 25)
14. New Year’s Eve – (December 31)
15. Every day that is a day of mourning as proclaimed by the Governor of the State of California or the President of the United States

When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed (Thursday shall be observed while on a 4/10 schedule).

If Christmas Day falls on Sunday or Monday, the preceding Friday (Thursday, while on 4/10 schedule) as well as Monday shall be observed; if Christmas falls on a Saturday, the preceding Wednesday and Thursday (while on 4/10 schedule) or Thursday and Friday shall be observed if on 5/8 schedule.

Any day may be taken as a holiday on the condition that one of the designated holidays is considered to be a workday if the Executive Director elects to do so and secures written approval of the majority of the employees.

### Christmas week:

2022: 12/19\* + 12/20 vacation day, move observance of 12/24 to 12/21 and 12/25 to 12/22

2023: 12/25 Holiday  
12/26 Holiday  
12/27 Reassign Cesar Chavez  
12/28 Reassign Columbus

2024: 12/23 Reassign Cesar Chavez  
12/24 Holiday  
12/25 Holiday  
12/26 Reassign Columbus

2025: 12/22 Reassign Cesar Chavez  
12/23 Reassign Columbus  
12/24 Holiday  
12/25 Holiday

2026 12/21 Reassign Cesar Chavez  
12/22 Reassign Columbus

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12/23 Holiday

12/24 Holiday

2027 12/20 Reassign Cesar Chavez

12/21 Reassign Columbus

12/22 Holiday

12/23 Holiday

### **Christmas week:**

~~2019: 12/23\* + 12/26 Employee Appreciation Day~~

~~2020: 12/21\* + 12/22 vacation day~~

~~2021: 12/20\* + 12/21 vacation day~~

~~\*\*\*2022: 12/19\* + 12/20 vacation day, move observance of 12/24 to 12/21 and 12/25 to 12/22~~

~~\*Columbus Day reassigned to specific dates (12/23/19, 12/21/20, 12/20/21, 12/19/22).~~

~~\*\*\*Only applicable if optional fifth (5<sup>th</sup>) year is implemented.~~

### **Sick Leave**

#### Accrual:

1. Employees hired before April 1, 2019 shall accrue sick leave at the rate of 4 hours and 37 minutes bi-weekly beginning with the first month of employment. Unused sick leave may be accumulated up to a maximum of 2,080 hours.
2. New employees hired after April 1, 2019 accrue sick leave at 3 hours 42 minutes bi-weekly beginning with the first month of employment. Unused sick leave may be accumulated up to a maximum of 2,080 hours.
2. \_\_\_\_\_

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#### B. Uses:

Sick leave shall not be considered a privilege, which employees may use indiscriminately. Sick leave shall only be permitted in the case of necessity and actual illness or disability. Sick leave may be used for the employee, spouse or registered domestic partner, child (biological or adopted, foster, stepchild, legal ward or a child by *loco parentis*), parent or parent-in-law, grandparent, grandchild or sibling, or designated person as defined by California law. (some of which are not covered by FMLA/CFRA).

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#### C. Notice:

Where possible, employees shall provide prior written notification of the need to utilize accumulated sick leave.

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Such notification shall be on a form titled *Leave Request*, supplied by RHA. The employee's supervisor may deny use of sick leave when such does not meet the requirements of Section B. above. If it is not reasonable or possible for an employee to give prior written notification, he/she shall confirm the need for such verbally by telephone or other means within one hour of the time he/she is scheduled to begin work. Such notification shall be confirmed in writing on the first day the employee returns to work on a form titled *Leave Request*, supplied by RHA.

If any employee is out of work for three (3) or more days, a doctor's note must be provided when returning back to work.

D. Confirmation:

If the Executive Director has reason to believe that an employee is improperly using sick leave, he/she may require a doctor's certification for any use in excess of three (3) workdays by giving prior notification to the employee that such will be required.

E. Abuse:

Improper use of sick leave may result in disciplinary action, up to and including termination.

Effective July 1, 2015 California's Healthy Workplace Healthy Families Act of 2014, AB1522, also known as the Paid Sick Leave law, took effect and requires all California employers to provide sick leave benefits to all employees. While the Housing Authority already provides sick leave benefits to full-time employees, part-time employees will now also receive paid sick leave. [January 1, 2024 the number of sick leave hours were increased as per SB 616.](#)

The Housing Authority has opted to provide ~~40~~4 hours of sick leave for each part-time employee effective ~~January~~ 1 of every year. Unused sick leave for part-time employees will not carry over from year to year. This is only applicable to part-time employees working 19 hours per week or less.

For the first 3 days (24 hours) of sick leave requested/used of each calendar year:

- Employee may request sick leave either verbally or in writing;
- Shall not have their request/use of sick leave accruals denied; and
- Employee shall not be required to provide a doctor's note or other proof of reason for sick leave use.



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### **Pregnancy Disability Leave**

Pregnancy, childbirth, or related medical conditions will be treated like any other disability, and an employee on leave will be eligible for temporary disability benefits in the same amount and degree as any other employee on leave. Any female employee planning to take pregnancy disability leave should advise her manager/supervisor as early as possible. The individual should make an appointment with the Executive Assistant/HR Coordinator to discuss the following conditions:

- Employees who need to take pregnancy disability must inform RHA when a leave is expected to begin and how long it will likely last. If the need for a leave or transfer is foreseeable, employees must provide notification at least 30 days before the pregnancy disability leave or transfer is to begin. Employees must consult with their manager/supervisor regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of RHA. Any such scheduling is subject to the approval of the employee's health care provider;
- If 30 days' advance notice is not possible, notice must be given as soon as practical;
- Upon the request of an employee and recommendation of the employee's physician, the employee's work assignment may be changed if necessary, to protect the health and safety of the employee and her child;
- Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached;
- Temporary transfers due to health considerations will be granted when possible. However, the transferred employee will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary health reasons;
- Pregnancy leave usually begins when ordered by the employee's physician. The employee must provide RHA with a certification from a health care provider. The certification indicating disability should contain:
  - The date on which the employee became disabled due to pregnancy;
  - The probable duration of the period or periods of disability; and
  - A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- Leave returns will be allowed only when the employee's physician sends a release;

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- An employee will be required to use accrued sick time (if otherwise eligible to take the time) during a pregnancy disability leave. An employee will be allowed to use accrued vacation or CTO time (if otherwise eligible to take the time) during a pregnancy disability leave; and
- Duration of the leave will be determined by the advice of the employee's physician, but employees disabled by pregnancy may take up to four months. Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.

Upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or in some circumstances to a comparable position, if available, with no less seniority than the employee had when the PDL began. An employee returning from a pregnancy disability leave has no greater right to reinstatement to the same position than if the employee had been continuously employed in this position during the PDL.

### Reproductive Loss Leave

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Effective January 1, 2024, public employers are required to provide leave for a reproductive leave event. A reproductive leave event is defined as a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. If the employee would have been recognized as a parent if the forementioned events were successful, the employee will be covered under this definition. In order to qualify for leave, an employee must have been employed for at least 30 days prior to the commencement of the leave. Employees are entitled to five (5) days of leave, in which they can use vacation, sick or compensatory time off (CTO) to cover such leave. The five days of leave do not need to be taken consecutively; however, the leave must be completed within three (3) months of the reproductive loss event. If the eligible employee suffers more than one reproductive loss event within 12 months, the employer is only required to provide up to 20 days of leave.

### **Family Medical Leave/California Family Rights Act**

Any employee who has been employed by RHA for at least twelve (12) months and who has worked at least 1250 hours in the previous twelve (12) month period shall be granted upon request to the appointing authority, a leave of absence in accordance with the applicable law.

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Such leave may be taken for the following reasons and subject to the following conditions:

- a. Medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position (FMLA/CFRA); or
- b. Baby bonding leave after the birth of an employee's child, placement of a child with an employee for adoption or foster care. Leave must be taken within one year of the birth of the child or one year from the date the child was placed with the employee for adoption or foster care (FMLA/CFRA); or
- c. Leave due to pregnancy disability leave (PDL) (FMLA only); or
- d. Caring for a family member (child, parent, spouse or registered domestic partner (CFRA only)) with a serious illness or health condition. A child is defined as biological, adopted, foster child, stepchild, legal ward, or a child an employee who stands *in loco parentis* to that child. A parent is defined as a biological, foster, adopted parent, stepparent, legal guardian or other person who stood *in loco parentis* to the employee when the employee was a child.; or
- e. Military Caregiver Leave allows for employee to care for an ill or injured covered servicemember with a serious injury or illness. Caregiver must be the spouse, child, parent or next of kin to ill or injured covered servicemember (FMLA only)
- f. The employee will be asked to provide certification of the need for family care leave or medical leave and a return to work release.

The Family Medical Leave Act (FMLA) and correlating California Family Rights Act (CFRA) provide for up to twelve (12) weeks during a rolling twelve (12) month period measured backward from the date an employee uses any FMLA/CFRA leave in accordance with the following provisions:

EXAMPLE: An employee takes time away from work due to the birth of their child in May. The leave period lasts twelve (12) weeks. In November, they are scheduled for surgery. Their leave request in November is not subject to the leave benefits provided for by FMLA/CFRA because they have already utilized their 12-week entitlement during their leave in May, which occurred within the rolling 12-month period.

Such leave may also be taken on an intermittent basis to accommodate medical treatment, attending medical provider directed care or to assist/care for a qualifying family member.

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During such leave of absence RHA shall maintain the same level of health, dental, vision and life insurance benefits and premium contributions extended to other employees at the time of the leave of absence. Continuation of such benefits in accordance with the law is subject to the employee continuing to pay in a timely manner any portion of the premiums he/she is responsible for paying. RHA may require the employee to repay any premiums paid on behalf of the employee during such absence, if the employee fails to return to work.

Employees will be required to utilize available sick, vacation, and CTO accruals concurrently with the use of FMLA/CFRA Leave entitlements.

### **Bereavement Leave**

Whenever any employee believes it necessary that he/she be absent from duty because of the death or critical illness of either a spouse or registered domestic partner, child (biological or adopted, foster, stepchild, legal ward or a child by *loco parentis*), parent or parent-in-law, grandparent, grandchild or sibling, he/she may request from the Executive Director to be absent not more than seven (7) working days with pay. Any such time off after three (3) days shall be charged against sick or vacation leave at employee's discretion. If the employee needs more than seven (7) days off, then the employee shall request such time from the Executive Director.

### **Personal Leave**

An employee may be granted personal leave with pay by the Executive Director for personal reasons. The Executive Director determines if the leave qualifies to be of an urgent nature. Such leave shall not exceed four (4) days in any one calendar year. Such time off shall be charged against vacation or CTO leave time at the employee's discretion. "Emergency" shall be defined as an unforeseen circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition. (Examples: floods, house burns, family member in an auto accident, etc.)

### **Time Off for Voting**

If an employee cannot make sufficient time outside of working hours to vote in a statewide election, the employee may take off up to two hours of working time to vote without loss of pay. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows the most free time for voting and the least time off from working. , An employee requesting time off to vote shall give his or her manager/supervisor at least two days' advanced notice.

### **Military Leave**

RHA grants military leave and any related benefits maintenance, job seniority and retention rights to all employees for service in a uniformed service in accordance with State and Federal

## Employee Handbook:

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law. The employee must notice his/her supervisor of upcoming military duty as soon as he/she becomes aware of his/her obligation.

### **Jury Duty**

Each employee shall be allowed such time off with pay as is required in connection with jury duty; however, said time off with pay shall be granted only upon remittance of full jury fees or upon submittal of acceptable evidence that jury fees were waived. An employee shall notify the Executive Director immediately upon receiving notice of jury duty. If an employee chooses to take vacation or compensating time off while on jury duty, he/she shall not be required to remit or waive jury fees in order to receive his/her regular salary. Employees required to report for Jury Duty on one of his/her regularly scheduled days off shall not be entitled to overtime pay or compensatory time off. Jury requirements of 6 hours in an 8-hour day or 8 hours in a 10-hour day or more shall be compensated at the regular day salary.

### **Miscellaneous Time Off**

California and federal laws mandate the ability for employees to take time off work. Some of the leaves include domestic violence, sexual assault and stalking victims' leave, crime victim's leave, school appearance leave, school and childcare activities leave, volunteer civil service leave and organ and bone marrow donor leave. Employees must request time off for such leave to his/her manager/supervisor as soon as employee learns they need to take leave. The request for such leave shall be in accordance with the applicable law and RHA agrees to abide by all provisions of required leave.

### **Employee Training**

Some employees may need to attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of the agency or the individual employees. Attendance at such activities, whether required by RHA or requested by individual employees, requires the written approval of the Executive Director. To obtain approval, any employee wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance. Attendance at any such event is subject to the following policies on reimbursement and compensation.

For attendance at events required or authorized by RHA, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, meals, transportation, and parking. Reimbursement policies regarding these expenses should be discussed with the Chief Financial Officer in advance. Refer to the agency's Travel Policy.

## Employee Handbook:

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Employee attendance at authorized outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions generally may lead to improved job performance. While the agency generally encourages all employees to improve their knowledge, job skills, and promotional qualifications, such activities do not qualify for reimbursement or compensation under this policy unless prior written approval is obtained as described previously.

### **Recreational Activities and Programs**

The agency or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's *voluntary* participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties nor during nonpaid time.

## **INSURANCE**

### **Health and Welfare Insurance**

RHA provides comprehensive health, dental, vision, and life insurance plans for eligible employees and their dependents. Eligible employees are those that regularly work at least 30 hours per week. Refer to the MOU for specific contribution amounts.

### **Consolidated Omnibus Budget Reconciliation Act (COBRA)**

On April 7, 1986, a federal law known as "COBRA" was enacted, requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the law.

If you are an employee of RHA, covered by RHA's health, dental and vision insurance plans, you have the right to choose continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment for reasons other than gross misconduct on your part. Your eligible dependents may also have the right to elect and pay for continuation coverage for a temporary period in certain circumstances such as death, divorce or loss of dependent child status (over the age of 26), where their coverage under the Plan would otherwise end. If you have any questions concerning your rights under

## Employee Handbook:

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COBRA, please contact the Executive Assistant/HR Coordinator for details.

### **Section 125 Plan/Flexible Benefit Account**

RHA maintains an IRS code section 125 plan in which the use of pre-tax dollars may be used to pay for healthcare expenses and dependent care expenses. Employees' election to participate in the plan year is irrevocable except as provided by law. All monies deposited by the employee into the Flexible Benefit Account must be used during the plan year. Any remaining balance over \$500 in the medical plan and any remaining balance in the dependent daycare account will revert back to the employer.

### **Workers' Compensation**

RHA, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to your manager/supervisor or the Executive Assistant/HR Coordinator;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Executive Assistant/HR Coordinator; and
- Provide the agency with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to his or her same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining

## Employee Handbook:

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the agency's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on his or her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of a physical or mental disability, RHA's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act.

The law requires RHA notify the workers' compensation insurance company of any concerns of false or fraudulent claims.

### Employee Assistance Program (EAP)

The EAP is an employee benefit that assists employees with personal problems and/or work-related problems that may impact their job performance, health, mental and emotional wellbeing. The EAP provides free and confidential assessments, short-term counseling, referrals, and follow-up services. For details about the EAP program please see the Human Resources Coordinator.

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## RETIREMENT PROGRAMS

### CalPERS

RHA is a member of the CalPERS retirement plan. As such, employees hired prior to April 1, 2011 are entitled to a retirement benefit of 2% @ 55 based on the 12 highest consecutive months of salary and shall pay 100% of employee contribution, 7%; employees hired after April 1, 2011 but before January 1, 2013 are entitled to a retirement benefit of 2% @ 60 based on the highest 36 months and shall pay 100% of employee contribution, 7%; and new CalPERS members hired on or after January 1, 2013 are entitled to a retirement benefit of 2% @ 62 based on the highest 36 months and shall pay 50% of the normal cost for retirement benefit (rounded to the nearest 1/4 of 1%) as determined by CalPERS annually. Employees who were previous CalPERS members (classic) will be entitled to the rate at which they were previously employed.

### Social Security

Social Security is an important part of every employee's retirement benefit. RHA will not pay the employee's share of Social Security but will pay a matching contribution to each employee's Social Security taxes as required by law.

### Deferred Compensation



## Employee Handbook:

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Employees are eligible to participate in a 457 plan.

### Emergency Powers

In the event of a declared State or Local emergency, pursuant to Gov. Code Sections 8631 & 8557 and Health and Safety Code Sections 34310 - 34312, the RHA has the power and authority to operate and provide such security as it deems necessary for the protection of its projects and inhabitants. The RHA is empowered to direct personnel to remain and respond to an emergency as necessary and consistent with the mission of the RHA.

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### **Confirmation of Receipt**

I have received my copy of RHA's employee handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook.

RHA and Union agree that if the rules and regulations of the handbook conflict with the MOU provisions(s), the MOU prevails and supersedes any conflicting provision of the rules and regulations of the handbook.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# REGIONAL HOUSING AUTHORITY

Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

1455 Butte House Road • Yuba City, CA 95993

Phone: (530) 671-0220 • Toll Free: (888) 671-0220 • TTY: (866) 735-2929 • Fax: (530) 673-0775

www.RegionalHA.org

## RESOLUTION NO.: 24-1828

### RESOLUTION OF THE GOVERNING BODY OF REGIONAL HOUSING AUTHORITY

#### INFILL INFRASTRUCTURE GRANT PROGRAM OF 2019

##### Richland Village

WHEREAS, the California Department of Housing and Community Development ("Department"), has issued a Notice of Funding Availability ("NOFA") dated August 31, 2023, pursuant to the Infill Infrastructure Grant Program of 2019 ("Program"), established by Health and Safety Code section 53559, et seq., and implemented by the Infill Infrastructure Grant Program, Small Jurisdiction Set-Aside, final Guidelines issued August 31, 2023 ("Guidelines"). The Program provides grant assistance available as gap funding for Capital Improvement Projects, which are an integral part of, or necessary to facilitate the development of a Qualifying Infill Project; and

WHEREAS, **Regional Housing Authority**, a Housing Authority ("Public Entity"), submitted an application to the Department in response to the NOFA (the "Application") and was determined to be an eligible Grant Recipient. Based on the Application, the Department made an award of Program funds (the "Program Award") pursuant to the conditional award letter, dated April 5, 2024; and

WHEREAS, pursuant to the Conditional Award Commitment, the Department a made conditional award to the Public Entity as follows:

Program	Award
Infill Infrastructure Grant Program of 2019	\$7,500,000

WHEREAS the award expressly identified above will hereinafter be referred to, as the "Program Award."

NOW, THEREFORE, IT IS RESOLVED, that the Public Entity is hereby authorized and directed to act in connection with the Program Award.

RESOLVED FURTHER: Public Entity is hereby authorized and directed to accept and incur an obligation for the Program Award. That in connection with the total amount of the Program Award, the Public Entity is authorized and directed to enter into, execute, and deliver a STD 213, Standard Agreement, and any and all other documents required or deemed necessary or



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appropriate to secure the Program Award from the Department and to participate in the relevant Program, and all amendments thereto (collectively, the “Program Award Documents”).

RESOLVED FURTHER: Public Entity acknowledges and agrees that it shall be subject to the terms and conditions specified in the STD 213, Standard Agreement, and that the Infill Infrastructure Grant Program of 2019 NOFA and the Application will be incorporated by reference therein and made a part thereof. Public Entity also acknowledges and agrees that any and all activities, expenditures, information, and timelines represented and described in the Application are enforceable through the relevant STD 213, Standard Agreement(s). Public Entity also acknowledges and agrees that Program Award funds are to be expended only on the eligible uses and activities identified in the relevant STD 213, Standard Agreement(s).

RESOLVED FURTHER: That **Gustavo Becerra, Executive Director** is hereby authorized to execute the Program Award Documents and all amendments on behalf of the Public Entity.

RESOLVED FURTHER: That this resolution shall take effect immediately upon its passage.

RESOLVED FURTHER: That this resolution shall take effect immediately upon its passage.

Passed and adopted, effective as of April 17, 2024 by the consent of the Board of Commissioner of the Public Entity by the following vote:

\_\_\_\_\_AYES  
\_\_\_\_\_ABSTAIN

\_\_\_\_\_NAYS  
\_\_\_\_\_ABSENT

\_\_\_\_\_  
MANNY CARDOZA, CHAIRPERSON



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## CERTIFICATE OF THE BOARD CLERK OF THE PUBLIC ENTITY

The undersigned, **BOARD CLERK** of the Public Entity, does hereby attest and certify that the foregoing is a true, full and correct copy of a resolution that was duly adopted by the Public Entity's governing body on **April 17, 2024**, and that the resolution has not been altered, amended, modified, repealed, rescinded, or annulled.

DATE: April 17, 2024

\_\_\_\_\_  
Jennifer Ruiz, Board Clerk

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT****DIVISION OF STATE FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 670, 95833

P. O. Box 952054

Sacramento, CA 94252-2054

(916) 263-2771

[www.hcd.ca.gov](http://www.hcd.ca.gov)

April 5, 2024

Gustavo Becerra, Executive Director  
Regional Housing Authority of Sutter,  
Yuba, Colusa, & Nevada Counties  
1455 Butte House Road  
Yuba City, CA 95993

Gustavo Becerra, Secretary/Treasurer  
Sutter Community Affordable Housing  
1455 Butte House Road  
Yuba City, CA 95993

Dear Gustavo Becerra:

**RE: Conditional Award Commitment and Acceptance of Terms and Conditions  
Infill Infrastructure Grant Program, Round 12, 2023 Notice of Funding Availability for  
Qualifying Infill Project Small Jurisdiction Set Aside, Fiscal Year 2023/2024  
Regional Housing Authority of Sutter, Yuba, Colusa, & Nevada Counties and Sutter  
Community Affordable Housing – *Richland Village*  
Contract No. 23-IIGSJN-18264**

The California Department of Housing and Community Development (“**Department**” or “**HCD**”) issued an Infill Infrastructure Grant Program of 2019 (IIG 2019), Round 12, Notice of Funding Availability on August 31, 2023. The Department is now pleased to inform you of this conditional award to Regional Housing Authority of Sutter, Yuba, Colusa, & Nevada Counties and Sutter Community Affordable Housing (“**Awardees**”). This conditional award is a grant in the amount of \$7,500,000 (the “**Conditional Award**”) for the above-referenced project (the “**Project**”) and includes the following:

Program	Award Amount	Contract Number
Infill Infrastructure Grant (IIG) Program	\$7,500,000	23-IIGSJN-18264

**Infill Infrastructure Grant Program (IIG), Round 12, NOFA award is under a media and public announcement embargo until released by the Office of the Governor or otherwise notified by HCD staff. HCD will provide updates on the timing of the public award announcement and provide a social media toolkit and a quote from the HCD Director for use in local media releases. During the embargo period, this conditional award letter may be submitted in applications to California Tax Credit Allocation Committee (TCAC) and California Debt Limit Allocation Committee (CDLAC).**

The Conditional Award is based on and subject to the Applicant Representations and the Terms and Conditions of Conditional Award, both as further specified and described in this notice of the Conditional Award (the “**Conditional Award Commitment**”). This Conditional Award may only be accepted by timely delivery of a fully executed Acceptance of Terms and Conditions of Conditional Award form to the Department (an executed copy of this form is enclosed herein).

## **I. Applicant Representations – Basis of Conditional Award**

In response to the above-mentioned NOFA, the Awardee(s) submitted an application for [financing] [grant funding] of the Project (that application, and all communications and documentation submitted to the Department in support thereof, the “**Application**”).

The Department is making this Conditional Award to the Awardee(s) on the basis of, and in reliance upon, the representations, warranties, projections, and descriptions that the Awardee(s) submitted as part of the Application (the “**Applicant Representations**”).

The Department may rescind this Conditional Award if the Department discovers, at any time prior to disbursement of the Conditional Award, that the Applicant Representations included material misrepresentations or omissions, regardless of whether or not such misrepresentations or omissions were innocent, unintentional, and/or based upon belief.

## **II. Terms and Conditions of Conditional Award**

TIME IS OF THE ESSENCE IN THE SATISFACTION OF THESE TERMS AND CONDITIONS OF CONDITIONAL AWARD.

The Department may rescind this Conditional Award if any of the terms and conditions enumerated in this Section II (the “**Terms and Conditions of Conditional Award**”) are not timely satisfied. The Terms and Conditions of this Conditional Award and their corresponding timelines are described below.

If the Terms and Conditions of this Conditional Award are timely satisfied, the Department will **(i)** promptly provide a written notification to the Awardee(s) via electronic mail; and **(ii)** circulate an executed copy of an STD 213, Standard Agreement, for all appropriate signatures and approvals in accordance with the timeline specified in Section III of this Conditional Award Commitment.

All timelines shall be calculated in calendar days. Any deadline falling on a weekend or State of California holiday shall be extended to the next business day.

### **A. Timely Execution of Acceptance of Terms and Conditions of Conditional Award Form**

The Awardee(s) shall execute and deliver a copy of the enclosed Acceptance of Terms and Conditions of Conditional Award to the Department within ten (10) calendar days of the date of this Conditional Award Commitment. The Department will deem this condition to be unsatisfied if it receives an executed Acceptance of Terms and Conditions of Conditional Award that has been substantively modified, altered, or amended in any way. The signed Acceptance of Terms and Conditions of Conditional Award form must be submitted to [infill@hcd.ca.gov](mailto:infill@hcd.ca.gov).

### **B. Timely Delivery of Authorization and Organizational Documents**

If not provided at the time of application, the Awardee(s) shall deliver to the Department, within sixty (60) calendar days of the date upon this Conditional Award Commitment, a legally sufficient set of Authorization and Organizational Documents, as further described and specified below. Specifically, the Awardee(s) shall deliver a duly adopted authorizing resolution, as well as a complete and duly filed or adopted set of organizational documents and all amendments (the “**Authorization and Organizational Documents**”), for each of the following entities as applicable:

- each Awardee entity; the ultimate borrower of the Conditional Award funds (the “**Borrower**”); and,
- each separate legal entity that is part of the Awardee’s or Borrower’s organizational structure.

Each entity’s resolution must constitute, to the Department’s reasonable satisfaction, an unconditional, duly adopted, and legally binding authorization of the entity to accept the total amount of these Conditional Award funds, to fully participate in the relevant Department program, and to be legally bound by the requirements of the Department program. The Department may agree to an extension of fifteen (15) calendar days based on the Awardee’s demonstration of necessity.

**Note:** Local Public Entities, as defined in the above-mentioned NOFA and/or Final Program Guidelines, are not required to submit a complete and duly filed or adopted set of organizational documents and amendments. Both the Conditional Award and this Conditional Award Commitment are subject to Health and Safety Code section 50406, subdivision (p), as subsequently amended (“**AB 1010**”).

The Department has posted resolution templates on its website as informational guidance. Please note that use of the resolution templates is not compulsory. However, use of the provided templates will assist in the timely review and approval of the Standard Agreement. While entities may choose to use modified language in their resolutions, Sponsors should be aware that this may delay preparation of the Standard Agreement or, if deemed insufficient, may result in the need to submit a revised resolution.

At any point prior to disbursement, the Department may also require the Awardee(s) to resubmit Authorization and Organizational Documents if the original submittals were determined to be inaccurate or incomplete.

### **III. Delivery of Standard Agreement**

In an effort to be responsive to each Awardee's closing needs and to ensure timely commitment of funds, the Department commits to delivering an executed copy of the Standard Agreement relative to this Conditional Award within ninety (90) calendar days of receiving all required documents, including all legally sufficient Authorization and Organizational Documents, in connection with this Project and as applicable.

In the coming weeks, your contract will be assigned to a Single Point of Contact (SPOC) which will serve as your contact for any and all inquiries related to the development and execution of the Standard Agreement. If this project has previously received funding from HCD, this new award will be referred to the same contact as your previous award so as to minimize the points of contact from within HCD. You will receive an email from your SPOC within 48 hours of receipt of your signed Acceptance of Terms and Conditions of Conditional Award.

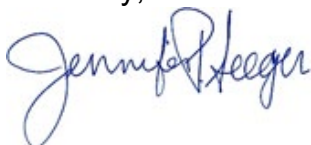
Among the responsibilities of the SPOC will be to maintain contact throughout the next several months as you work to secure all necessary funding sources to begin construction. Your SPOC will be reaching out to you monthly to inquire on status and progress. In the meantime, should you have any changes to the status or make up of your project we ask that you communicate these changes as soon as possible to your assigned SPOC.

### **IV. Deadline to Secure Permanent Financing**

Please note, that the Awardee must secure all permanent financing, including tax credits and bond allocations, within 24 months of the date of the first Department funding award to the Project, consistent with the Department's Disencumbrance Policy ([Administrative Notice Number 2022-02: Disencumbrance Policy](#)). Sponsors must demonstrate that all permanent financing is in place allowing the project to commence construction. Failure to meet this requirement shall result in the withdrawal or recapture of this Conditional Award and any other prior or subsequent funds awarded to the Project.

Congratulations on your successful Application. For further information, please contact Sherri Kerth, IIG Program Manager, Program Design and Implementation Branch, at (916) 841-6712 or [sherri.kerth@hcd.ca.gov](mailto:sherri.kerth@hcd.ca.gov).

Sincerely,



Jennifer Seeger  
Deputy Director  
Division of State Financial Assistance

Enclosure: Acceptance of Terms and Conditions of Conditional Award form



**California Department of Housing and Community Development**

**Infill Infrastructure Grant Program, Round 12  
Notice of Funding Availability**

**Acceptance of Terms and Conditions of Conditional Award**

Regional Housing Authority of Sutter, Yuba, Colusa, & Nevada Counties and Sutter Community Affordable Housing (“ <b>Awardees</b> ”) Richland Village (“ <b>Project</b> ”)
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Infill Infrastructure Grant Program NOFA award totaling \$7,500,000 (“**Conditional Award**”), as detailed below:

<b>Program</b>	<b>Award Amount</b>	<b>Contract Number</b>
Infill Infrastructure Grant (IIG) Program	\$7,500,000	23-IIGSJN-18264

By signing this Acceptance of Terms and Conditions of Conditional Award, the Awardee acknowledges having read and fully understood the terms and conditions of the Conditional Award Commitment, dated April 5, 2024, in connection with the Project.

**Infill Infrastructure Grant (IIG), Round 12, NOFA award is under a media and public announcement embargo until released by the Office of the Governor or otherwise notified by HCD staff. HCD will provide updates on the timing of the public award announcement and provide a social media toolkit and a quote from the HCD Director for use in local media releases. During the embargo period, the conditional award letter may be submitted in applications to California Tax Credit Allocation Committee (TCAC) and California Debt Limit Allocation Committee (CDLAC).**

In addition, the Awardee acknowledges having read and fully understood all of the Department’s requirements relative to the Conditional Award, including the requirements set forth in Administrative Notice Number 2022-22: Disencumbrance Policy, and the Awardee agrees to abide by and comply with those requirements.

In addition, the Awardee acknowledges that it has reviewed and verified the accuracy of the project report prepared by the Department no later than 7 business days of receipt of the Project Report.

\_\_\_\_\_  
Gustavo Becerra, Executive Director  
Regional Housing Authority of Sutter, Yuba, Colusa, & Nevada Counties

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gustavo Becerra, Secretary/Treasurer  
Sutter Community Affordable Housing

\_\_\_\_\_  
Date

**\*\* For HCD Use Only \*\***

- Authorized Representatives Verified
- All Parties Signed
- Date Received: \_\_\_\_\_