



Regional Housing Authority of Sutter and Nevada Counties

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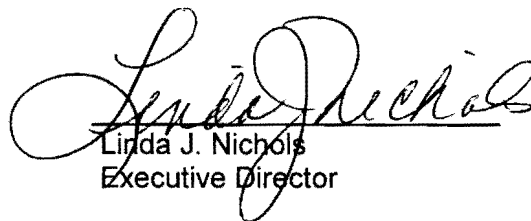
April 9, 2014

TO: Chairperson Diane Hodges
Commissioner Martha Griese
Commissioner Stan Cleveland Jr.
Commissioner Charles Epp
Commissioner Terry Lamphier
Commissioner Tej Maan
Commissioner Suzanne Gallaty
Commissioner Brian Foss

Sutter County Board of Supervisors
Nevada County Board of Supervisors
Colusa County Board of Supervisors
City Council, Live Oak
City Council, Yuba City
Appeal-Democrat
Duane Oliveira, Legal Counsel
SCEA
Terrel Locke, City of Yuba City
Aaron Busch, City of Yuba City
The Union
Melody Lane

**NOTICE OF REGULAR MEETING
April 16, 2014**

You are hereby notified that the Commissioners of the Regional Housing Authority of Sutter and Nevada Counties are called to meet in Regular Session at **12:15 PM on Wednesday, April 16, 2014 at River City Manor, 655 Joann Way, Yuba City, CA 95993.**


Linda J. Nichols
Executive Director

AGENDA
REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF
REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES
River City Manor, 655 Joann Way
Yuba City, CA 95993
Wednesday, April 16, 2014, 12:15 PM

- A. CALL TO ORDER: ROLL CALL
- B. 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.
- C. AWARDS AND PRESENTATIONS: None
- D. EXECUTIVE SESSION: May be held under California Government Code regarding pending and/or anticipated litigation, property acquisition, and/or personnel issues.
1. CLOSED SESSION: Pursuant to Section 54957.6 of the California Government Code
Conference with Labor Negotiator
Agency Negotiator: Patrick Clark
 2. CLOSED SESSION: Pursuant to Section 54956.8 of the California Government Code
Conference with Real Property Negotiators
Property: Burton Court, 1229 Sicard Street, Marysville, CA 95901
Agency Negotiator: Linda Nichols and Gustavo Becerra
Negotiating Parties: Linda Nichols and Gustavo Becerra
Under negotiation: Possible Acquisition of Property
- E. 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.
- None
- F. OLD BUSINESS: Discussion/Possible Action: None

G. NEW BUSINESS: Discussion/Possible Action:

- 3. Vote on Memorandum of Understanding pg. 1
- 4. Appointment of Commissioner to the Building Better Partnerships Board
- 5. Resolution 14-1328, Public Housing Collection Loss Write-Off pg. 38
- 6. Resolution 14-1329, Percy Avenue Collection Loss Write-Off pg. 40
- 7. Resolution 14-1330, Kingwood Commons Collection Loss Write-Off pg. 42

H. ADMINISTRATIVE REPORT:

- 8. Administrative Update
- 9. Housing Choice Voucher Mini Training Session

I. HOUSING COMMISSIONERS' COMMENTS:

J. NEXT MEETING:

K. ADJOURNMENT:



Regional Housing Authority

APRIL 1, 2014 – MARCH 31, 2018

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PREAMBLE

This Memorandum of Understanding (MOU) is a composite of all previous agreements entered into between the Regional Housing Authority of Sutter and Nevada Counties, hereinafter referred to as "RHASNC and the Sutter County Employees' Association, Local #1, hereinafter referred to as "UNION," pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.). UNION and RHASNC have cooperated to consolidate all previous and active MOU into one. UNION and RHASNC agree and understand that during the consolidation process, certain MOU provisions may have inadvertently omitted, expired, or stated incorrect provisions. In such event, UNION and RHASNC agree to meet and confer to consider the addition, deletion or changing of the contract language in question. UNION and RHASNC agree that the consolidation of the MOU is not intended to add or diminish UNION or RHASNC's current position, as it relates to those items previously negotiated in good faith in accordance with the Myers-Milias- Brown Act (Government Code Section 3500 et seq.).

It is the purpose of this MOU to achieve and maintain harmonious relations between RHASNC and the UNION, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours and other terms and conditions of employment.

A. Terms:

The Parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment, and it is mutually agreed that this MOU shall be effective with a period beginning April 1, 2014 and ending March 31, 2018.

B. Prevailing Rights:

This MOU contains all the covenants, stipulations and provisions agreed upon by the Parties. Except as amended by this MOU, it is understood that all items relating to employee wages, hours, and other terms and conditions of employment not covered in this MOU shall remain the same unless specifically changed by a previous MOU or past mutual agreement between RHASNC and UNION.

I. RECOGNITION

RHASNC recognizes the UNION as the recognized bargaining representative for the purpose of establishing

- salaries
- hours
- fringe benefits
- working conditions

for employees represented by the UNION. Both parties recognize their mutual obligation to cooperate with each other to secure maximum service of the highest quality and efficiency to clients of RHASNC.

- A. The UNION shall have the right as the exclusive bargaining representative of the covered employees in the unit, as outlined in Article I of the MOU to meet and negotiate with respect to wages, hours and other terms and conditions of employment on behalf of those covered employees with the RHASNC.

An authorized representative of the UNION shall be permitted to enter RHASNC facilities at all reasonable times with notice to RHASNC within a 24 hours timeframe to transact UNION business and observe conditions under which employees are employed. However, UNION

representative shall not interfere with employees at work and such right of entry shall be subject to the general rules applicable to non-employees.

UNION representatives shall be allowed access to materials in employee's personnel file, which are directly related to an alleged contract violation or disciplinary matters, after the employees' written consent is present to the RHASNC Human Resources Manager or Director of RHASNC. The RHASNC will not use any materials from personnel files for the purpose of discipline or in the grievance procedure, which have been specifically denied the UNION in a request for access.

This MOU is not intended to restrict the right of the RHASNC of the UNION to consult on matters within the right of the RHASNC or the UNION.

An employee or the employee's authorized representative shall be entitled to receive one copy of requested documents, not including their application, from their personnel file, without cost, on four (4) working days advance notice.

II. FULL UNDERSTANDING, MODIFICATIONS, WAIVER

It is intended that this MOU sets forth the full and entire understanding of the Parties regarding the matters set forth herein,

Except as specifically provided herein, it is agreed and understood that the UNION voluntarily and unqualifiedly waives its right, and agrees that RHASNC shall not be required to negotiate with respect to any subject or matter covered herein during the term of this MOU. Notwithstanding the above, the UNION agrees to meet and confer pursuant to provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.) on any issues that may affect current provisions of the MOU.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the Parties hereto unless made and executed in writing by all Parties hereto, and if required, approved and implemented by the Board of Commissioners.

The waiver of any breach, term or condition of the MOU by either Party shall not constitute a precedent in the future enforcement of all its terms and provisions.

III. PAYROLL DEDUCTION

A. Scope of Coverage:

RHASNC and the UNION have entered into an Agency Shop Fee Agreement (hereinafter known as "the Agreement") for employees in the Miscellaneous Bargaining Units as authorized by Government Code 3500, and all appropriate subsections.

B. UNION's Responsibilities:

UNION agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the bargaining unit, which have elected by secret ballot in accordance with the law to apply this agreement regardless of whether or not they are members of UNION.

C. Employees' Responsibilities:

All employees in, and all employees subsequently hired, promoted, demoted or transferred into classification in the bargaining units shall as a condition of employment fulfill one of the following:

1. Become and remain a member of UNION; or
2. Pay to UNION a fair share fee in an amount which does not exceed the amount which may be lawfully collected under applicable constitutional, statutory and case law, and which under no circumstances shall exceed the monthly dues, initiation fees, and approved assessments made during the term of this MOU; or
3. Do both of the following:
 - a. Execute a written declaration to UNION with a copy to RHASNC that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; or execute a written declaration and provide proof that they have personally held such beliefs historically that qualify the employee for exemption pursuant to Section 3502.5(c); and
 - b. Pay a sum equal to the dues, initiation fees and approved assessments to a nonreligious, non-labor, charitable fund exempt from taxation under Internal Revenue Service Code Section 501(c)(3), chosen by the employee from the following charities:
 - i. United Way
 - ii. American Cancer Society
 - iii. Shady Creek Outdoor Education Foundation
 - c. The UNION shall be responsible for determining whether the employee is entitled under applicable law to conscientious objector status.

The employee shall have, on a bi-weekly basis, a payroll deduction of UNION dues, fair share fees or charitable contribution based upon the current dues, assessment and fees schedule authorized by UNION.

D. RHASNC's Responsibilities:

All dues, fees, assessments and fair share fees shall be remitted to UNION in a timely manner, normally within fifteen (15) days from the date that such monies are withheld from the employee's payroll. The employer shall provide UNION a bi-weekly report of those employees that have selected option 3 b, above. Such report shall include the name of the employee, the amount deducted and the name of the organization to which such funds have been remitted.

E. Separation from Unit:

The provisions of Section 3.6 shall not apply during such period that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term "separation" includes transfer, promotion, demotion, or

reclassification out of the unit, lay-offs, and leave of absence with duration of more than thirty (30) days.

F. Compliance:

An employee currently in a job classification in the Miscellaneous Unit represented by UNION shall be provided with a Payroll Deduction Form by UNION. If the form authorizing payroll deduction for UNION dues, fair share fees, initiation fee, or charitable contribution is not returned to UNION within thirty (30) calendar days after notice of this fair share and initiation fee, UNION may, in writing, direct RHASNC to withhold the fair share fee and the initiation fee from the employee's salary, in which case the employee's bi-weekly salary shall be reduced by an amount equal to the fair share and initiation fees, and RHASNC shall pay an equal amount to UNION. All new employees or employees who transfer into the Miscellaneous Unit shall be given a Payroll Deduction Form during the employee orientation and requested to select one of the options. Should the new employee fail to complete the form during the orientation RHASNC shall inform UNION of the employee's name, classification and department. After a 30 day period, UNION will, in writing, direct RHASNC to deduct the appropriate fair share fees and initiation fee. Such amounts shall then be withheld from the employees' bi-weekly salary.

G. Forfeiture of Deductions:

If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by the MOU, no such deduction shall be made for that period.

H. Hold Harmless:

In accordance with government Code Section 3502.5 (b), UNION agrees to hold RHASNC harmless from all claims, demands, suits or other forms of liability that may arise against RHASNC for or on account of any deduction made from the wages of such employees pursuant to this memorandum of understanding.

I. Reporting Requirements:

UNION shall comply with all applicable provide of Government Code Section 3502.5 (f) with regards to financial reporting.

Employees who fail to provide UNION with a correct mailing address or who fail to notify UNION of changes in their mailing address and who because of such failure do not receive any notice required by law shall be entitled to such notice only upon contacting UNION to request such notice.

J. Duration:

Notwithstanding the expiration of any MOU between RHASNC and UNION this agreement shall continue in effect until rescinded as permitted by law.

IV. CONTINUED PERFORMANCE OF RHASNC SERVICE

Apart from and in addition to existing legal restrictions upon work stoppage, the UNION hereby agrees that neither it nor its officers, agents or representatives shall incite, encourage, or participate in any

- strike
- walkout

- slow-down
- speed-up
- sick-out
- other work actions

for any cause or dispute whatsoever, either with RHASNC or with any other person or organization, including compliance with the request of other labor organizations to engage in such activities. In the event of work stoppage as enumerated above, the UNION, its officers, agents and representatives shall do everything within their power to end or avert the same. Violations hereof will subject violators to legal and equitable judicial relief.

Any employee engaged in or assisting any work stoppage as enumerated above, or refusing to perform duly assigned services in violation of this Article, shall be subject to discipline up to and including termination.

It is understood that violation of this Article by the UNION will warrant the withdrawal of any rights, privileges or services provided for in this MOU and/or legal action by RHASNC for redress and/or damages.

The inclusion of this Article in this contract shall in no way be deemed to stop RHASNC from seeking any form of legal, equitable, or administrative relief to which it may be entitled during the term of the contract.

V. INTERNAL REVENUE CODE SECTION 125 PLAN

A. IRS Code Section 125 Plan:

RHASNC shall maintain an IRS code section 125 plan during the term of this agreement which will provide for the use of pre-tax dollars for health and dental premium contributions made by the employee and other eligible items permitted by such plan. Eligible employees may elect to either participate in this plan and pay for their share of premiums with pre-tax salary reduction dollars, or elect not to participate in such plan. The participants' election during the plan year is irrevocable except as provided for by law.

B. Flexible Benefit Account:

Any monies deposited by the employee into the Flexible Benefit Account must be used during the plan year, or any remaining balance shall revert back to the employer as provided by law. Upon separation from employment, such monies will be disbursed in conformance with laws, rules and regulations governing the Flexible Benefit Spending Account.

VI. HEALTH, DENTAL, VISION & LIFE INSURANCE COVERAGE

A. CalPERS PEMHCA

1. Pursuant to the California Public Employees Medical & Hospital Care Act ("PEMHCA"), RHASNC shall maintain membership in the CalPERS PEMHCA health plan system (CalPERS PEMHCA) unless RHASNC elects to terminate membership pursuant to section VI (B) 7 below.
2. RHASNC shall make all contributions legally mandated under PEMHCA.

3. RHASNC shall establish a Cafeteria Plan ("Plan") to provide for health premium contributions and other optional benefits.
4. RHASNC's existing Section 125 Plan shall become part of the Plan.

B. Medical Contributions to the Plan:

1. RHASNC's contributions to the Plan shall be a fixed eighty percent (80%) of the premium rates for the PERS Choice health plan. During the term of the MOU, RHASNC contribution shall be increased by the amount equal to eighty percent (80%) of the premium increase for the PERS Choice Plan. Such increases shall be added to the amounts described below.

Employee plus two or more dependents	\$1,438.06 per month
Employee plus one dependent	\$1,136.37 per month
Employee only	\$567.91 per month

2. Retiree Medical: For those retirees enrolled in a CalPERS PEMHCA health plan RHASNC shall make the minimum employer contribution as mandated pursuant to Article VI A (2) above.
3. PEMHCA Compliance: For those employees enrolled in a CalPERS PEMHCA health plan; RHASNC's contribution described in Article VI B (1) above includes the minimum employer contribution amounts legally mandated under PEMHCA as described in VI A (2) above.
4. Payroll Deductions: The employee shall pay the difference between the employer contribution amount and the actual premium of the health plan selected by the employee. All employee contributions to the Plan shall be made by payroll deduction.
5. Cash-Out Option: Employees who satisfactory demonstrate medical coverage and who elect not to participate as an employee in any CalPERS PEMHCA health plan, may elect under the Cafeteria Plan to receive an in lieu Cash-Out amount as specified below:

<u>Employees Hired</u>	<u>Cash-Out Benefit</u>
<u>Before April 1, 2014</u>	<u>50% of the plan they would otherwise be entitled to.</u>
<u>On or after April 1, 2014</u>	<u>50% of the employee only premium contribution.</u>

RHASNC shall pay any health premium administrative fee required for employees who "opt out" of health coverage under this provision. Subject to CalPERS regulations, employees may make this election at any time.

6. Eligibility: An employee regularly working at least 30 hours per week shall be eligible for full health, dental, vision and life insurance benefits.
7. Health Plan Changes: The Housing Authority reserves the right and has the sole option to terminate its agreement with PERS Medical and Hospital Care Act and agrees to notify effected employees and UNION, at least one hundred twenty (120) days prior to exercising the termination provisions of the PERS agreement. RHASNC and UNION further agree to reopen negotiations at such time to find a replacement health plan and establish responsibility for insurance premiums.

C. Dental Contributions to Plan:

1. Housing Authority Contribution to the Plan

During the term of the MOU, RHASNC will pay 100 percent (100%) of the premium for each eligible employee and such employee's dependents, toward the Dental Maintenance Organization (DMO) dental plan premium.

2. Employee Contribution to the Plan

Participating eligible employees who do not select the DMO insurance plan, but elect to participate in other eligible dental plans, shall pay all premium costs in excess of the DMO plan costs during the term of this MOU. RHASNC shall pay such amounts to the Employee's Flexible Account, which may be used in accordance with Internal Revenue Code Section 125 and as provided by RHASNC's Plan document.

3. Insurance Plan Changes

RHASNC shall not pay the premium for any other dental plan, which is not sponsored by RHASNC, nor shall RHASNC make any payroll deduction for such other plans.

Nothing herein precludes RHASNC from offering a substantially similar alternative insurance plan or from substituting such plan for those mentioned herein, or from contributing less toward the premium expense than the maximum stated herein.

Should an affordable alternative be discovered, that would provide improved quality and/or benefits, the parties agree to mutually reopen negotiations within 120 days on this issue.

D. Vision Contributions to the Plan:

1. Housing Authority Contribution to the Plan:

During the term of the MOU, RHASNC will pay the full vision plan premium for each eligible employee and such employee's dependents.

2. Insurance Plan Changes

Nothing herein precludes RHASNC from offering a substantially similar alternative insurance plan or from substituting such plan for those mentioned herein, or from contributing less toward the premium expense than the maximum stated herein. Should an affordable alternative be discovered, that would provide improved quality and/or benefits, the parties agree to mutually reopen negotiations within 120 days on this issue.

E. Life Insurance Plan:

1. Housing Authority Contribution

Effective as soon as practical, RHASNC shall amend its life insurance plan to provide a \$50,000 Life/AD&D benefit for each permanent employee, \$15,000 life insurance for spouse and \$5,000 per dependent, and pay all premiums during the term of this MOU.

2. Insurance Plan Changes

Nothing herein precludes RHASNC from offering a substantially similar alternative insurance plan or from substituting such plan for those mentioned herein, or from contributing less toward the premium expense than the maximum stated herein.

VII. PROBATIONARY PERIOD

A. General Unit/Supervisory:

Persons entering Housing Authority service 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. The Executive Director may extend probationary periods for an additional period not to exceed three (3) months.

B. Failure to Achieve Permanent Status After Promotion:

If the employee is not recommended for permanent status in that position, he/she shall be entitled to return to the position from which he/she was promoted, provided that he/she held permanent status in that position. The layoff procedure contained in Article XXIII shall apply if the position from which the employee was promoted is filled. However, if the employee was not accorded permanent status for any reason other than the inability to satisfactorily perform the duties of the new position and he/she is not restored to his/her previously held position, he/she shall be afforded the right to appeal in accordance with Article XX and XXI of the MOU.

C. Discretion:

This provision does not limit the discretion of the Executive Director to provide merit increase in pay during the probationary period.

VIII. WORK PERIOD

A. Official Work Period:

Except as otherwise approved or required by the Executive Director, the official work period for full time employees shall be forty (40) hours and shall begin on each Monday and end with the following Sunday. Employees are expected to be at their work station at the start of each work shift and promptly upon the end of their allotted lunch period.

B. Tardiness:

Unexcused tardiness of more than ten (10) minutes three (3) times in one calendar month shall result in the loss of earned sick and annual leave accumulation for one pay period. Chronic tardiness may result in disciplinary action. 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.

C. Rest and Meal Breaks:

Employees are allowed two rest periods, one for each four (4) hour period worked – 15 minutes in the morning and 15 minutes in the afternoon. A break should be taken no earlier than one

hour after your shift begins and no later than one hour before lunch or the end of your shift. Breaks may not be added to your meal break or to arrive and/or leave early.

D. Flexible Work Hours:

To improve the level of service provided by RHASNC, 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 employee to the standard shift at any time with two weeks notice.

E. 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, employees will work a 4/10/40 work week unless otherwise authorized by the Executive Director.**

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

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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 employees 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 work day. 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 work day. Time off from work on the eight (8) hour workday will be charged eight (8) hours.

IX. OVERTIME

A. Official Work Period:

Except as otherwise provided below, the official work period for full time employees shall be forty (40) hours and shall begin on each Monday 12:01 am and end with the following Sunday 12:00 am

B. Overtime:

"Overtime work" for non-exempt employees shall be defined as all authorized work by an eligible employee in excess of forty (40) hours worked in a seven (7) day work period . Holidays and leave usage shall not be counted as hours worked for the purpose of overtime calculations

C. Rate and Type of Compensation:

If work beyond the normal work day of the work week is required, the Executive Director may authorize overtime to be compensated for an equivalent time off at the rate of one and one-half (1½) times the regular rate. If however, the employee has accumulated up to twenty (20) hours of compensatory time off (CTO), all overtime in excess of that amount shall be compensated for, in pay, at the rate of one and one-half (1½) times the regular rate of pay of the employee at the time the overtime is worked. If the supervisor denies this request, then the employee can appeal this decision to the Executive Director for final determination. The Executive Director or his/her designee may pay off any or all CTO time balances not more than once each fiscal year, but only if the employee has not requested the CTO remain on the books and with the Executive Director's final determination as stated above. CTO time shall be taken off prior to requesting vacation time unless the employee is at the maximum accrual provided herein. No CTO shall be taken without the specific approval of the Executive Director or his/her designee.

X. ON-CALL

Unrestricted On-call Pay

Whenever any employee is required to remain available on an On-call basis, he/she shall be compensated at the rate of thirty dollars (\$30.00) per day for non-work days (days RHASNC is closed for business or holidays and for work days that the employee has reported to work and is scheduled for on-call the rate will be thirty (\$30.00) 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 RHASNC 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 as indicated in Section IX above, except that employees living in RHASNC 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 Chief of Maintenance 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.

XI. LONGEVITY

A. Longevity Step Prior to July 1, 1995

An employee who has been on Step 5 of a range for five (5) years or any employee who has attained Step 5 of the range and has ten (10) years continuous Housing Authority service shall receive a longevity bonus of five percent (5%).

An employee who has been on Step 5 of a range for fifteen (15) years or any employee who has attained Step 5 of the range and has twenty (20) years continuous Housing Authority service shall receive an additional longevity bonus of five percent (5%).

The Housing Authority and Association agree that Section XI, Longevity, shall not apply to new employees hired after July 1, 1995.

B. Longevity Step/Performance Based -July 1, 2005

Effective July 1, 2005, for employees hired after July 1, 1995, such employee shall be eligible for longevity/performance pay on the employee's anniversary date subject to the following conditions:

- 1) Effective the first pay period in November 2007, an employee who has completed five years at the top step of the salary range in the employee's current classification or has ten (10) years continuous Housing Authority service, and;
- 2) Such employee has received five consecutive annual performance evaluations rated satisfactory or above upon meeting the above conditions, such employee shall be eligible for a five percent (5%) salary increase. In the event the Housing Authority does not complete a performance evaluation for an eligible employee in any of the consecutive five years, it shall be assumed that the employee's performance was "satisfactory" for that period.
- 3) In the event an employee has received one annual unsatisfactory performance evaluation out of the five performance evaluations, such employee shall not receive a salary increase greater than 4%.
- 4) In the event, an employee has received two or more annual performance evaluations rated unsatisfactory or lower, such employee shall not be eligible to receive any salary increase until the employee has completed five (5) consecutive performance evaluations rated satisfactory or above.

C. Longevity during freeze

For any purposes of longevity, the freeze does not affect calculation of time for longevity step. Longevity applies as date of hire.

***Union re-opener on longevity only at Union's discretion if/when re-organization is done.

XII. SICK LEAVE

A. Accrual:

Employees shall accrue sick leave at the rate of 4.62 hours bi-weekly beginning with the first month of employment. Unused sick leave may be accumulated up to a maximum of 2,080 hours.

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.

C. Notice:

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

Such notification shall be on a form titled *Leave Request*, supplied by RHASNC. 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 RHASNC.

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 one (1) work day by giving prior notification to the employee that such will be required.

E. Abuse:

Improper use of sick leave shall result in the time off being charged without pay and denial of all leave accumulation for one month. Improper use of sick leave on three (3) or more occasions may result in dismissal.

F. Integration of SDI and Other Leave Accruals:

An employee absent from work by reason of disability who is receiving State Disability Insurance benefits shall be required to integrate any accumulated sick vacation or CTO leave with said State Disability Insurance benefits so that, when said leave is added to his/her disability benefits, the result will be payment to him/her of a full salary. Procedurally, an employee shall integrate his/her State Disability benefits and accumulated sick or annual leave as follows:

1. Said employee must notify RHASNC of the amount received from SDI and provide proof to RHASNC.
2. RHASNC shall use the amount of leave accrual necessary to provide the employee with a full salary when added to the SDI benefit.
3. If no sick or annual leave is available for SDI integration, then the employee shall not be entitled to any additional compensation from RHASNC during the period of the disability. In such case, the only compensation the employee will then receive will be SDI payments, which payments shall not be turned over to RHASNC. (MOU 7/1/93)

G. Pay Off - Unused Sick Leave Compensation:

Upon termination of employment with RHASNC, an employee who has at least five (5) years of accumulated full time service (part-time employees to receive prorated benefit) shall receive an amount equal to twenty percent (20%) of said employee's unused sick leave credits, computed against the current value of those credits, using the employee's highest dollar wage earned. For purposes of this Section, such unused sick leave credits shall be limited to a maximum total number of credits of 2,080 hours. An eligible employee shall be allowed to utilize any portion of such sick leave credits toward a cash payment upon retirement, and any residue balance shall be applied to such employee's retirement calculation in accordance with XXV C. below.

I. 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 father, mother, brother, sister, wife, husband, or other family member, depending on the particular circumstances, 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 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.

J. Personal Leave Time:

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 sick, vacation or CTO leave time "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.)

K. Military Leave:

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

XIII. 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.

XIV. VACATION LEAVE

A. Accrual: Hired before April 1, 2014

Employees shall accrue vacation leave at the following rates:

Less than 10 years of service	- 120 hours per year
10 years or more of service	- 160 hours per year

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 *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
6 to 10 years of service	- 120 hours per year
10 years or more of service	- 160 hours per year

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

B. 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 RHASNC while taking into consideration the wishes of the employees.

C. Pay-Off Upon Separation:

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

XV. ORGANIZATIONAL LEAVE TIME

Housing Authority shall grant release time for Union business to officers and representatives (one Director and one Site Rep) designed by the Union for a total of twelve (12) hours per calendar year. Prior notice for the requested leave shall be given by the Union to the immediate supervisor and/or the Director of Housing Authority and approval of the immediate supervisor must be obtained prior to the taking of such leave. (Examples of leave request: extra time for travel to and from Housing Authority, from Union meeting or training or if such meeting or training goes over allotted lunch period)

XVI. RELEASE TIME

Upon ratification and adoption of this MOU RHASNC will grant up to 1 hour of release time to each covered employee to meet with Union representatives for the purpose of training and orientation on the negotiated changes to the MOU.

XVII. LEAVE OF ABSENCE WITHOUT PAY

A. Leave of Absence Without Pay:

Leave of absence without pay, not to exceed one year, may be authorized by the Executive Director without approval of the Board of Commissioners. Leave of absence without pay in excess of one year may be granted only upon recommendation of the Executive Director and with the specific approval of the Board of Commissioners. The Board of Commissioners, at its discretion, may approve, deny or modify such request for leave, provided, further, that no leave of absence without pay, shall be granted to any employee for the purpose of campaigning for partisan or nonpartisan State or local office nor to campaign on behalf of another or against

another for partisan or nonpartisan State or local office, nor for the purpose of promoting or urging the defeat of any State or local ballot measure.

An employee shall not be entitled to leave of absence as a matter of right, but only upon good and sufficient reason, and then not to exceed a period of one year.

Upon returning to active employee status, the employee may be paid at the same step that was in effect when he/she began his/her leave of absence and his/her anniversary date shall be changed accordingly, reflecting the amount of time that the employee was absent which cannot be counted in the required one year of service for merit advancement for one step to another.

This section does not apply to medical leave or leave under FMLA/CFRA or other accommodations as deemed necessary by a competent physician or treatment facility.

If the Executive Director denies the Leave of Absence Without Pay request, the employee may appeal this one year Leave Without Pay request to the Board of Commissioners through the formal Appeal Process.

B. Family Medical Leave:

Employees may request a leave of absence under the California Family Rights Act (CFRA) and/or the Federal Family Medical Leave Act (FMLA). Employee request for leave shall comply with the requirements of the CFRA and/or the FMLA. RHASNC agrees to abide by all provision of the CFRA and/or FMLA as applicable. Employees are required to use accrued leave balances when taking FMLA/CFRA leave.

XVIII. HOLIDAYS

The following holidays shall be observed with pay:

1. New Year's Day – (January 1)
2. Martin Luther King, Jr., Day – (3rd Monday in January)
3. President's Birthday – (3rd Monday in February)
4. Cesar Chavez – (March 31)
5. Memorial Day – (Last Monday in May)
6. Independence Day – (July 4)
7. Labor Day – (1st Monday in September)
8. Columbus Day (2nd Monday in October)
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
16. When a holiday falls on a Sunday, the following Monday shall be observed.
17. When a holiday falls on a Saturday, the preceding Friday shall be observed.

If Christmas Day falls on Sunday or Monday, the preceding Friday as well as Monday shall be observed; if Christmas falls on a Saturday, the preceding Thursday and Friday shall be observed.

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.

*** For term of this MOU, an employee who used their Floating Holiday between January 1, 2014 and April 1, 2014 shall use vacation for that time.

XIX. SAFETY

- A. Employees shall be provided safe, sanitary and healthy working conditions.
- B. A safety program for RHASNC has been developed to assure reasonable safety and improvement of employee working habits. All employees of RHASNC are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to your Supervisor immediately, even if you believe you have corrected the problem.
- C. An employee that may be exposed to Hepatitis A and/or B, Tuberculosis, and Tetanus due to their duties will be eligible to receive such vaccinations for Hepatitis A and/or B, Tuberculosis, and Tetanus paid for by RHASNC. RHASNC will either pay the health insurance deductible or the actual cost of the vaccination and all booster shots (example titer shots).

XX. GRIEVANCE PROCEDURES

A. Purposes:

The purposes and objectives of the Grievance Procedure are to:

1. Assure fair and equitable treatment of all employees and promote harmonious relations among employees, supervisors and management.
2. Afford employees a written and simple means of obtaining consideration of their grievances by informal means at the manager level and review of the manager's decisions.
3. Resolve grievances as quickly as possible and correct, if possible, the cause of the grievances, thereby reducing the number of grievances and future similar complaints.

B. Discussion of Request or Complaint:

Any employee who believes that he or she has a justifiable request or complaint shall discuss the request or complaint with his or her immediate supervisor in an attempt to settle the matter as simply and informally as possible.

C. Grievance Definition:

1. A "grievance" is the subject of a written request or complaint which has not been settled as a result of the discussion required by Paragraph B. of this Section XXII, initiated by an employee, arising out of a specific situation, or acts complained of as being unfair, which result in an alleged inequity or damage to the employee, resulting from an act or omission by management regarding wages, hours and other terms and conditions of employment. A grievance must specify the relief sought, which relief must be within the

power of the Executive Director of RHASNC to grant in whole or in part. A grievance may include work assignments not related to the employee's position classification job description, disagreements between employees and supervisors, interpretations of the Policy of RHASNC as they affect the individual employee with respect to wages, hours, working conditions, denial of merit salary increases, and other programs over which the Executive Director has jurisdiction. Paragraph E. of the grievance procedure hereinafter described shall be available only to an employee with regular status in the classified service.

2. A grievance is not reviewable under this procedure if it is a matter which:
 - a. Is reviewable under some other administrative procedure, such as applications for changes in title, job classification, or salary;
 - b. Would require the exercise of legislative power, such as the adoption or amendment of an ordinance, rule, regulation, or policy established by the Board of Commissioners.

D. Special Provisions of the Grievance Procedure:

1. Freedom from Reprisal:

No employee shall be subject to coercion or disciplinary action for discussing a request or complaint with his or her immediate supervisor, or for the good faith filing of a grievance petition.

2. Employee Representative:

The employee is entitled to representation in the preparation and presentation of his/her grievance at any step in the procedure. The grievant is entitled to be released from work for appearances before any or all levels of the grievance procedure. No person hearing a grievance petition need recognize more than one representative for a grievant, unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one representative in order to fully and adequately present the matter. Any expenses incurred by the employee in the retention of representation shall be the expenses of the employee filing the grievance.

3. Grievance Petition Form:

The written grievance shall be submitted on a form provided by the Executive Director for this purpose. No grievance petition shall be accepted for processing until the form is complete.

4. Presentation:

All grievance petitions shall be initiated within twenty (20) calendar days after the occurrence of the circumstances or employee's knowledge of the circumstances giving rise to the grievance; otherwise, the right to file a grievance petition is waived, and no grievance shall be deemed to exist.

5. State of Grievance:

The grievance shall contain a statement of:

- a. The specific situation, act, or acts complained of as unfair;
- b. The inequity or damage suffered by the employee;
- c. The specific action requested.

6. Consideration:

Grievance petitions involving the same or similar issues may be consolidated for presentation at the discretion of the person hearing the petitions.

7. Resolution:

Any grievance petition resolved at any step of the grievance procedure shall be final and binding on RHASNC and the grievant.

8. Withdrawal:

Any grievance petition may be withdrawn by the grievant at any time in writing, without prejudice.

9. Time Limits:

Grievance petitions shall be processed from one step to the next within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance petition not carried to the next step by the grievant within the prescribed time limits, or such extension, which may be agreed to, shall be deemed resolved upon the basis of the previous disposition.

10. Resubmission:

Upon consent of the person hearing the grievance petition and the grievant, a petition may be resubmitted to a lower step in the grievance procedure for reconsideration.

11. Extension of Time:

The time limits within which action must be taken for a decision made as specified in this Article may be extended by written consent of the grievant and the person before whom disposition of the petition is pending.

12. Grievance Committee:

The Chairperson of the Board of Commissioners of RHASNC is to serve on the Grievance Committee.

E. Procedure:

The following procedure shall be followed by an employee submitting a grievance petition:

1. Step I:

An employee who has a grievance shall informally discuss his or her complaint with his or her immediate supervisor. Within fifteen (15) calendar days, the supervisor shall give his or her decision to the employee orally or in writing, but shall sign off on the grievance with a signature and date.

2. Step II:

If the employee feels his/her grievance has not been satisfactorily resolved or if he/she receives no response from his or her immediate supervisor, he/she shall have fifteen (15) calendar days from the date of the supervisor's response, or from the time specified under Step I for the supervisor's response, to formally submit the grievance in writing to the Executive Director of RHASNC. The Executive Director shall within fifteen (15) calendar days of the receipt of the written grievance, meet with the employee and/or their representative to try to resolve the grievance. If the grievance has not been solved after such meeting then the Executive Director has fifteen (15) calendar days to supply an answer in writing to the aggrieved employee and the supervisor in Step I, explaining clearly his/her decision or proposed action.

3. Step III:

If the employee and the Executive Director cannot reach an agreement as to a solution of the grievance or the employee has not received a decision within fifteen (15) calendar days, the employee may within fifteen (15) calendar days present his/her grievance in writing to the Executive Director. The Executive Director shall promptly deliver the written grievance to the Chairperson of the Board of Commissioners of RHASNC. The Chairperson of the Board of Commissioners shall promptly deliver the written grievance to the Grievance Committee of the Board of Commissioners of RHASNC. The Grievance Committee shall, within fifteen (15) calendar days after the receipt of the written grievance by the Executive Director of RHASNC, hear the grievant and the Executive Director and render a written decision to the grievant within fifteen (15) calendar days after the hearing with a copy to the Executive Director.

4. Step IV:

If the employee or Executive Director is not satisfied with the decision of the Grievance Committee either party may initiate arbitration proceedings.

- a. The initiating party shall have the option of choosing between the following methods of arbitration:
 - (1) Arbitration to be conducted by the American Arbitration Association according to the rules of the American Arbitration Association.
 - (2) Arbitration to be conducted by the State Mediation and Conciliation Service according to the rules of the State Mediation and Conciliation Service.
 - (3) Arbitration to be governed by the provisions of the California Arbitration Act, S1280 through S1294.2 of the Code of Civil Procedure except as specifically provided in this Subparagraph (3) of Subparagraph a. of Subparagraph 4. And Paragraph E. of this Section XX.

- i. Either party may, within twenty (20) days, make a demand for arbitration by filing a demand in writing with the other.
 - ii. The parties may agree upon one (1) arbitrator. In the event the parties cannot agree within fifteen (15) days from the date the demand for arbitration was filed, they shall mutually request a list of fifteen (15) names from either the State Mediation and Conciliation Service or the American Arbitration Association. Upon receipt of the list of names, the parties shall meet to alternately strike names until only one name remains. The name remaining shall be the arbitrator in the dispute. The party to strike the first name shall be chosen by lot.
 - iii. Arbitration shall take place in Yuba City, County of Sutter, State of California, and the hearing before the arbitrator of the matter to be arbitrated shall be at the time and place within said City as is selected by the arbitrator. The arbitrator shall elect such time and place promptly after his or her appointment and shall give written notice thereof to each party at least fifteen (15) days prior to the date so fixed. At the hearing any relevant evidence may be presented by either party and the formal rules of evidence applicable to judicial proceeding shall not govern. Evidence may be admitted or excluded in the sole discretion of the arbitrator. Said arbitrator shall hear and determine the matter and shall execute and acknowledge his or her award in writing and cause a copy thereof to be delivered to each of the parties.
 - iv. The decision of the arbitrator shall be binding and conclusive. The submission of a dispute to the arbitrator and the rendering of his/her decision shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award of the arbitrator may be rendered by any superior court having jurisdiction or such court may vacate, modify or correct the award in accordance with the prevailing sections of the California Arbitration Act.
- b. The fees and expenses, if any, of the arbitrator, shall be divided equally between the employer and the grievant.

XXI. DISCIPLINE

- A. Disciplinary action may be taken against any employee who has permanent status by the Executive Director only for just cause. The following actions, while not an exclusive listing, are examples of just cause, which may justify disciplinary action as, provided in this Section.
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.

B. As used in this Section, "disciplinary action" means dismissal, demotion, or suspension not to exceed thirty (30) days.

C. Notice: The Executive Director may initiate disciplinary action against an employee for just cause by serving upon the employee a written notice of disciplinary action. The notice shall be serviced upon the employee either personally or by mail and shall include:

1. A statement of the nature of the disciplinary action;
2. A statement of causes thereof;
3. A statement in ordinary and concise language of the acts or omissions upon which the causes are based;
4. Copies of documents and materials upon which the action is based;
5. A statement advising the employee of his or her right to a Skelly Hearing. The employee may elect to respond orally, or in writing, or both to the Executive Director or designee within five (5) working days of service of the notice;
6. The date upon which the proposed action is to become effective; and
7. A statement advising the employee that if the disciplinary action is imposed, he or she may appeal such action to RHASNC Board of Commissioners as specified below.

D. A disciplined employee may appeal disciplinary action by filing a Notice of Appeal with the Grievance Committee of RHASNC Board of Commissioners as specified in Subparagraph 3. of Paragraph D. of Section XXII, Grievance Procedures.

Either party may thereafter initiate arbitration proceeding as specified in Subparagraph 4. of Paragraph E. of Section XXII, Grievance Procedures.

The basic issue to be submitted to the Grievance Committee and the arbitrator shall be: "Was (employee's name) disciplined for just cause. If not, to what remedy is (employee's name) entitled?"

XXII. PAY ADJUSTMENTS/ CLASSIFICATION/COMPENSATION STUDIES

A. Y-Rates:

Whenever, without the fault or inability on the part of an employee, such employee would suffer an actual decrease in salary as a result of action taken by RHASNC, the Board may adopt a Y-rate to apply to the employee so affected. An employee whose compensation has been established at a Y-rate shall not receive any cost-of-living adjustments and shall remain at the Y-rate until the fifth step of the range established for his or her class exceeds the Y-rate. An employee receiving longevity pay whose compensation has been established at a Y-rate shall not receive any cost-of-living adjustments and shall remain in the Y-rate until the longevity pay for the range established for his or her class exceeds the Y-rate.

B. Bilingual-Pay:

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

RHASNC will pay a five percent (5%) differential in addition to the employee's regular pay when the employee possesses and utilizes his/her bilingual skills for Housing Authority business. In order to be eligible for this bilingual pay, the position held by the employee must be designated as such by the Executive Director and approved by the Board of Commissioners. The affected employee must pass a proficiency test. Said differential shall be paid to eligible employees in a paid status for any portion of a given month.

C. Pay for Work in Higher Classification:

When a permanent employee is temporarily reassigned by RHASNC to a position/classification with a higher salary range than the employee's regular salary range, the employee shall begin receiving the compensation of the higher position/classification after 10 workdays. On the 11th consecutive workday such employee shall be placed at salary step A in the higher salary range or that step which is closest to five (5) percent, whichever is greater.

Assignments to higher classifications may be made either when the position is vacant or when the incumbent is on an extended leave of absence.

Employees, whose job description includes the performance of the duties of a higher-level position during the temporary absence of the incumbent, shall not be eligible for an increase in pay.

D. SALARY INCREASE

Wages

1. Step increases shall be frozen through December 31, 2014. Employees shall be eligible for step increases effective January 1, 2015.

2. UNION and RHASNC understand that RHASNC's operating budget is entirely dependent upon variable sources of income and the legislative actions of the State and Federal Governments.

3. Wage Adjustments:

a. April 1, 2016 2%

b. April 1, 2016 Salary adjustment on employee's base salary to pick up 7% PERS contribution (see Article XXIII A.), cost neutral for RHASNC.

c April 1, 2017 2%

XXIII. PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) /SOCIAL SECURITY

A. Employees hired prior to April 1, 2011

- Shall participate in the CalPERS 2%@55 plan;
- Retirement to be calculated based on highest 12 months;
- Employees shall pay their 7% contribution effective April 1, 2016;

B. Employees hired on or after April 1, 2011

- Shall participate in the CalPERS 2%@60 plan;
- Retirement to be calculated based on highest 36 months;
- Employees shall pay 100% of employee contribution.

C. PERS Section 20965 Credits for Unused Sick Leave

Unused accumulated sick leave at time of retirement may be converted to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave (i.e., 250 days of sick leave equals one additional year of service credit).

Social Security

- D. The Authority will not pay the employee's share of Social Security.

XXIV. LAYOFFS

A. Reemployment Lists:

In addition to the general eligibility list, there shall be established for each class a reemployment list containing the names of employees who have been laid off through no fault or delinquency on their part and persons who have resigned in good standing.

1. Any person having permanent status in the classified service who is laid off because of temporary or permanent abolishment of his or her position or who is laid off and subsequently accepts a demotion and displacement in lieu of layoff shall have his or her name placed on the reemployment list from which he or she has been laid off.
2. The Executive Director shall establish reemployment lists by class and department, listing only those regular employees who are laid off.
3. Any employee who attained permanent status in the classified service and who resigned in good standing may make application for reemployment within one (1) year after the date of resignation, and if such request is granted by the appointing authority, he or she will be placed on the reemployment list for the class of position from which he or she resigned. Such application must be made in writing within one (1) year after the effective date of resignation. It shall be referred to the supervisor of the department from which the person resigned for recommendation. If the supervisor grants reemployment privileges to such person, his or her name shall be placed on the appropriate reemployment list.
4. The names of persons laid off shall precede the names of persons granted reemployment privileges after resignation. The names of persons laid off shall be placed on the appropriate reemployment list in order of seniority as defined in Section E.2. The names of persons granted reemployment privileges after resignation shall be placed on the appropriate eligible list in the order of date of application for reemployment, the most recent application being placed first. Individuals on reemployment eligibility lists who have been laid off shall be certified to the department from which they were laid off. In

such instances, a vacancy that is being filled must be filled by the first individual certified who is willing to accept appointment.

5. The name of any person laid off or granted reemployment privileges shall continue on the appropriate reemployment list for a period of two (2) years after being placed there. The name of any eligible person on a reemployment list shall be automatically removed from said list at the expiration of such two-year period.
6. The Executive Director or supervisor may remove the name of any eligible person from the reemployment list for any of the reasons set forth in this Article, and if permitted by law to make such judgment. Any such proposed removal shall be forwarded to the Executive Director for review and comment prior to such action.

B. Reemployment Following Layoff:

1. Any person reappointed following layoff shall receive compensation and benefits as though he or she had been on leave without pay if such person is reappointed to a position in the same salary range.
2. Any individual who is reappointed following layoff to a position with a lower salary range shall receive compensation and benefits as though he or she had been demoted to such position and had subsequently been on leave without pay.
3. An employee who has been laid off or displaced and subsequently reemployed in a regular position within a two (2) year period from the date of his or her layoff, shall receive the following considerations and benefits:
 - a. All sick leave credited to the employee's account at time of layoff shall be restored provided such employee returns to RHASNC, at the time such employee returns to work, any sick leave payoff received at the time of layoff.
 - b. All seniority held upon layoff shall be restored.
 - c. All prior service shall be credited for the purposes of determining sick leave and vacation earning rates and service awards.
 - d. The employee shall be placed in the salary range as if the employee had been on a leave of absence without pay.
 - e. A person who has been laid off and is subsequently reemployed in the classification, in which he or she held permanent status at the time of layoff, shall not be required to serve the probationary period if such reemployment occurs within one (1) year from the date of such layoff. The probationary status of the employee shall be as if the employee had been on a leave of absence without pay except that a twelve month (1 year) probationary period shall be required if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff or displacement.
 - f. When a layoff reemployment list is certified to the appointing authority filling a vacancy, such vacancy shall be filled by the individual with the most seniority who is willing to accept the appointment. (MOU 7/1/98)

C. Layoffs:

The Executive Director may lay off employees pursuant to this Section

1. Whenever it becomes necessary because of lack of work or funds, or
2. Whenever it is deemed advisable in the interests of the economy or other causes to reduce the force in a department or office.

Such actions will be approved by the Board of Commissioners in regards to the number of positions per department to be eliminated. The determination of which classes are to be affected within a department shall be made by the Executive Director.

D. Order of Layoffs:

Persons shall be laid off in the following order:

1. Layoff shall be by department and class within the department except as otherwise noted herein.
2. All extra help, temporary, limited term, seasonal and probationary employees in the same department or office and within the same class shall be laid off before any regular employee is laid off.
3. When it becomes necessary to reduce the force in any department, layoff of regular employees shall be in the reverse order in which their names appear on the Layoff List for the affected class, as prepared by the Executive Director, with those persons having the least seniority being first laid off.

E. Layoff List Computation:

1. When it becomes necessary to reduce the force in any department or office by layoff of regular employees, seniority shall govern.
2. For each regular employee, seniority shall be measured from such employee's initial appointment to permanent Housing Authority service but shall not include any period during which such employee was
 - a. On leave without pay;
 - b. Not actually in Housing Authority employment because of his or her voluntary termination, layoff or other cause.
3. Tie Breaking:

When two or more employees in the same department and same class have the same total seniority, the tie shall be broken by lot.

F. Notice of Layoff:

Regular employees shall be notified of layoff thirty (30) calendar days prior to the effective date of layoff. All other employees, except extra help employees, may be laid off on fifteen (15) days notice. Extra help employees may be laid off at any time. An employee who is to be laid off

may elect to accept such layoff prior to the effective date thereof. Such notice of layoff for regular employees shall include:

1. Reason for layoff.
2. Effective date of the action.
3. Conditions governing retention on and reinstatement from reemployment lists.
4. Rules regarding waiver of reinstatement and voluntary withdrawal from the reemployment list.

G. Waiver of Reinstatement:

An eligible person whose name appears on a layoff reemployment list shall have his or her name removed from the eligible list when he or she indicates no interest to three (3) offers of employment. An eligible person shall be removed from the reemployment list and his or her employment rights terminated, however, if he or she fails to reply in writing to an offer of reemployment within seven (7) calendar days after receipt of the offer or, after accepting a job offer, fails to report to work.

An eligible person's name shall be placed on an inactive reemployment list upon his or her written request to the Executive Director. An eligible person's name may be restored to the active reemployment list upon his or her written request to the Executive Director.

H. Displacing a Lower Class:

An employee affected by layoff may, at his or her discretion, displace an employee at the next lower class in the series, or in succeeding lower classes in the series, or in a position in which the employee has held permanent status, who has less seniority. Seniority computations for displacement purposes are made as determined for the original layoff. Employees who elect demotion in lieu of layoff shall receive the nearest lower bi-weekly salary in the new salary range as of the date upon which the demotion becomes effective. An employee must notify the Executive Director in writing of his or her election no later than seven (7) days after receiving notice of layoff.

XXV. CONTRACTING OUT SERVICES

UNION and Housing Authority agree that the use of contracting may continue provided that no employee occupying permanent positions are laid off or have their time base reduced as a result of such work.

It is understood that contracting is intended to facilitate service delivery. Examples include, but are not limited to the following:

- Turn around of rental units – cleaning, flooring, painting
- Painting
- Landscape maintenance

XXVI. COMPARABLE HOUSING AUTHORITIES, CITIES OR COUNTIES

For purposes of salary studies, health benefits, and/or any other items that may affect employee's wages, hours and/or working benefits, the RHASNC and the UNION agree to use for comparable areas would be the following: Butte County Housing Authority, Yolo County Housing Authority, City of Yuba City, Sutter County and the City of Chico.

XXVII. ASSIGNMENT OF LEAVE BALANCES FOR CATASTROPHIC ILLNESS OR INJURY

A. Purpose:

To provide a mechanism for permanent Housing Authority employees to assign the monetary value of their sick, vacation and/or compensatory time leave balances to another permanent employee who is facing financial hardship due to a catastrophic illness or injury.

B. Employee Eligibility for Assigned Leave:

To be eligible to receive the monetary value of assigned leave an employee must:

1. Be a permanent employee with RHASNC and have completed new employee probation,
2. Have exhausted all available leave balances,
3. The employee or a member of the employee's immediate family have a verifiable long-term illness or injury, i.e., cancer, heart attack, stroke, serious injury, etc.,
4. Follow all applicable leave of absence procedures as set forth herein and be on an authorized, unpaid leave of absence that will last or is anticipated to last thirty (30) calendar days or more,
5. Provide a written request to be considered for the assignment of leave balances which states that the request is made voluntarily, the nature of the event for which the assignment of leave balances is requested and the probable duration of the leave of absence.

C. Procedure for Requesting Leave:

The written request shall be submitted to the respective Manager for recommendation and then forwarded to the Executive Director who shall review the request for consistency with the intent of this policy and application of appropriate rules and regulations, and shall then approve or deny the request.

D. Employee Eligibility to Assign Leave Balances:

The employee assigning leave balances must be a regular Housing Authority employee and have completed new employee probation. Only existing sick, vacation and compensatory time leave balances may be assigned. Assignment of leave balances must be in one (1) hour increments. Assignment of leave balances must be made to a specific individual only. Assigned leave balances actually received by the assignee cannot be reclaimed by the assignor.

E. Assignment of Leave Balances

The assigned leave balances shall be converted to a gross wage amount based upon the assignor's hourly rate of pay at the time of conversion. All appropriate income and other employment taxes, state and federal, shall be withheld from all payments to the assignee pursuant to this rule.

Such assigned leave shall not apply toward retirement credits for either the employee assigning the leave or the employee receiving the monetary value of the leave, nor is a retirement deduction taken from the assigned leave. The receipt of monies from assigned leave balances shall in no way affect or modify the assignee's employment status with RHASNC and shall not be treated as hours worked or hours on a paid leave for purposes of adjustment of employee's anniversary date, sick leave and vacation accruals, or eligibility for holiday pay.

F. Procedure for Assigning Leave Balances

After initial approval of transfers by the Executive Director, eligible employees may indicate their intent to assign vacation, sick and/or compensatory time balances by completing an Authorization to Assign Leave Balance Form and forwarding it to the Executive Assistant/Human Resources Coordinator.

Assigned leave balances shall be processed and applied in the order they are received and processed by the Executive Assistant/Human Resources Coordinator. Assigned vacation, sick and/or compensatory time balances that are not converted to a monetary amount shall remain with the assignor. Only upon conversion to a dollar amount shall the assignor's leave balances be reduced.

Monies will be paid to the assignee on a regular biweekly payroll basis and shall not exceed the assignee's regular biweekly gross pay less any State Disability Benefit or Worker's Compensation Benefit amount the employee is receiving for that pay period. Monies shall only be paid to the assignee during those bi-weekly pay periods when assigned leave balances are available to the assignee. Assignee must remain on an authorized leave of absence to receive assigned leave from other employees.

G. Solicitation of Leave Balances

No employee shall solicit for assignments of leave from any subordinate employee. Managers shall assure that no pressure, either implicit or explicit, shall be placed on any Housing Authority employee by any other employee to make an assignment. Any pressure to assign leave balances and/or any employment decision based on pressure to make an assignment shall be considered harassment.

No solicitation shall be made by any employee during work hours. Notices may be posted on bulletin boards in accordance with Housing Authority and departmental policy and procedures.

H. Administration of Assignment of Leave Policy:

Any dispute in interpretation or application, any grievance on these issues filed pursuant to the Grievance Procedures herein shall be submitted to the Executive Director for a final and binding determination.

UNION and Housing Authority agree that this policy is to address extraordinary and unforeseen circumstances and shall not be used for any other purposes other than stated herein.

This policy shall be consistent with current or future state and federal laws.

XXVIII. SHOP STEWARDS

The UNION shall have the right to establish shop stewards for the General Unit according to the following conditions.

- A. The UNION agrees to notify RHASNC Executive Director of the names, classifications and departments of their stewards, which shall not exceed two (2) in numbers. UNION shall immediately inform the Executive Director of RHASNC of any changes in the original list and provide an update by name, department and classification.
- B. A reasonable amount of time will be granted the worker and the steward to handle initial grievance and appeal procedures. The parties agree that in handling grievances, the worker and the steward will use only the amount of a time actually necessary. RHASNC is not responsible for any travel, overtime or other miscellaneous cost resulting from the exercise of this right.
- C. If a worker wishes to discuss a grievance or appeal on Housing Authority time with a designated steward, the worker shall be allowed an opportunity within a reasonable amount of time to verify if the designated steward is available to be seen. If the steward is present and available, the worker shall complete a "grievance release form" and submit it to the immediate supervisor prior to meeting with the steward. Such release form shall only contain the worker's name, classification title, steward's name and work location of steward, time left, date, and upon return, the worker shall note the time returned on the form. The supervisor shall maintain a record of such request. The supervisor shall determine if the employee can, because of work activity, be released at the time requested. If the employee is not released, the supervisor shall set an alternative time as soon as practical.
- D. Upon authorization of the immediate supervisor, a steward shall be released to perform the duties specified in this section. A steward shall sign in and out of the work area stating the time and date of leaving and returning and where the steward may be reached. In the event the steward is unable to be released by the immediate supervisor at the time requested, the supervisor shall arrange a release time as soon as practical thereafter.
- E. With prior approval by the Executive Director of RHASNC, UNION may use an available office or training room for Shop Steward training.
- F. RHASNC and UNION have agreed on a steward release form including release procedures. A copy of the form is attached hereto as Appendix D.
- G. The UNION will equally distribute steward workload amongst stewards so as to avoid overburdening any one steward(s). Stewards are responsible for the full and timely completion of their Housing Authority work assignment.
- H. RHASNC agrees to allow each UNION, Local #1 Shop Steward two (2) hours of paid release time per year for Shop Steward training. UNION agrees to work with RHASNC to make sure there is proper notice to them on dates and times.

XXXIX. ADOPTION

It is agreed that the MOU is of no force or effect until ratified and approved by the Board

APPENDIX A

Salary Schedule – Maintenance April 1, 2014-March 31, 2018

Appendix B

Personal Vehicle Usage Form

Appendix C

Employee Representation Release Time Record



Regional Housing Authority of Sutter and Nevada Counties

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

RESOLUTION 14-1328

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES AUTHORIZING LOW INCOME HOUSING COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$1,262.57

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties operates low-income housing projects CA 48-1, CA 48-2, CAL 48-4 and CAL 48-5 pursuant to U.S. Department of Housing and Urban Development annual contributions contract SF-211; and

WHEREAS, operations of low-income housing includes the collection of monthly rental amounts; and

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties makes every attempt to collect outstanding balances; and

WHEREAS, Exhibit A provides a list of uncollectible accounts for the period ending March 31, 2014 and is made a part of this resolution;

BE IT THEREFORE RESOLVED that the Board of Commissioners of the Regional Housing Authority of Sutter and Nevada Counties authorizes the Executive Director to write-off as collection losses the tenant receivables listed on Exhibit A totaling \$1,262.57.

This Resolution is to take effect immediately.

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed and adopted this 16th day of April, 2014 by the following vote:

AYES:
NAYS:
ABSTAINED:
ABSENT:

ATTEST: _____
Linda J. Nichols
Executive Director

(SEAL)

**Public Housing
Collection Loss Write Off
Period: March 2014**

<u>Name</u>	<u>Address</u>	<u>Date</u>		<u>Monthly Rent</u>	<u>Rent Owed</u>	<u>Late Fee's</u>	<u>Damages</u>	<u>Utilities</u>	<u>Legal Fee's</u>	<u>Total Owed</u>	<u>Payback Agreement</u>
		<u>Move In</u>	<u>Move Out</u>								
Arias, Gabriela	406 Atwood Dr., Yuba City	04/06/11	02/18/14	\$ 50.00	\$ -	\$ -	\$ 1,262.57	\$ -	\$ -	\$ 1,262.57	No
					\$ -	\$ -	\$ 1,262.57	\$ -	\$ -	\$ 1,262.57 Total Write Off	

Deceased *

Tenants listed with Payback Agreement's failed to honor the Agreement.

Utility costs incurred by PHA from tenant move-in date until transferred to tenant's name. Those charges are then billed to the tenant.

Exhibit A

ok
mg
4/7/14

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Regional Housing Authority of Sutter and Nevada Counties
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

RESOLUTION 14-1329

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES AUTHORIZING PERCY AVENUE COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$212.00

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties operates affordable housing projects such as Percy Avenue; and

WHEREAS, operations affordable housing includes the collection of monthly rental amounts; and

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties makes every attempt to collect outstanding balances; and

WHEREAS, Exhibit A provides a list of uncollectible accounts for the period ending March 31, 2014 and is made a part of this resolution;

BE IT THEREFORE RESOLVED that the Board of Commissioners of the Regional Housing Authority of Sutter and Nevada Counties authorizes the Executive Director to write-off as collection losses the tenant receivables listed on Exhibit A totaling \$212.00.

This Resolution is to take effect immediately

This Resolution is presented at the Special Meeting of the Board of Commissioners, passed and adopted this 16th day of April, 2014 by the following vote:

AYES:
NAYES:
ABSTAINED:
ABSENT:

ATTEST:

Linda J. Nichols,
Executive Director

(SEAL)

H:Reso\14-1329

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**Percy - Yuba City
Collection Loss Write Off
Period: March 2014**

<u>Name</u>	<u>Address</u>	<u>Date</u>		<u>Monthly Rent</u>	<u>Rent Owed</u>	<u>Late Fee's</u>	<u>Damages</u>	<u>Utilities</u>	<u>Legal Fee's</u>	<u>Total Owed</u>	<u>Payback Agreement</u>
		<u>Move In</u>	<u>Move Out</u>								
Younger, Floyd	430 Percy Ave, #4	04/06/09	02/10/14	\$ 604.00	\$ -	\$ -	\$ 212.00	\$ -	\$ -	\$ 212.00	No
					\$ -	\$ -	\$ 212.00	\$ -	\$ -	\$ 212.00	Total Write Off

Tenants listed with Payback Agreement's failed to honor the Agreement.

Utility costs incurred by PHA from tenant move-in date until transferred to tenant's name. Those charges are then billed to the tenant.

Deceased *

*OK
JTB
4/17/14*

Exhibit A

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Regional Housing Authority of Sutter and Nevada Counties

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

RESOLUTION 14-1330

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES AUTHORIZING KINGWOOD COMMONS APARTMENTS COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$3,826.84

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties operates Kingwood Commons pursuant to Section 8 regulations; and

WHEREAS, operations of Kingwood Commons includes the collection of monthly rental amounts; and

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties makes every attempt to collect outstanding balances; and

WHEREAS, Exhibit A provides a list of uncollectible accounts for the period ending March 31, 2014 and is made a part of this resolution;

BE IT THEREFORE RESOLVED that the Board of Commissioners of the Regional Housing Authority of Sutter and Nevada Counties authorizes the Executive Director to write-off as collection losses the tenant receivables listed on Exhibit A totaling \$3,826.84.

This Resolution is to take effect immediately.

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed and adopted this 16th day of April, 2014 by the following vote:

AYES:
NAYES:
ABSTAINED:
ABSENT:

ATTEST: _____
Linda J. Nichols,
Executive Director

(SEAL)

**Kingwood Commons
1340 Gray Avenue, Yuba City
Collection Loss Write Off
Period: March 2014**

<u>Name</u>	<u>Apartment</u>	<u>Date</u>		<u>Monthly Rent</u>	<u>Rent Owed</u>	<u>Late Fee's</u>	<u>Damages</u>	<u>Utilities</u>	<u>Legal Fee's</u>	<u>Total Owed</u>	<u>Payback Agreement</u>
		<u>Move In</u>	<u>Move Out</u>								
Hibbens, Courtney	26	06/24/13	01/15/14	\$ 595.00	\$ 1,125.00	\$ 40.00	\$ 617.78	\$ -	\$ 795.00	\$ 2,577.78	No
Whipple, Samantha	23	03/12/12	03/03/14	\$ 635.00	\$ 698.00	\$ 60.00	\$ 172.00	\$ -	\$ -	\$ 930.00	No
Glick, Tiffany	35	05/14/12	02/27/14	\$ 635.00	\$ -	\$ -	\$ 319.06	\$ -	\$ -	\$ 319.06	No
					\$1,823.00	\$100.00	\$1,108.84	\$0.00	\$795.00	\$3,826.84	Total Write Off

Deceased *

Tenants listed with Payback Agreement's failed to honor the Agreement.

Utility costs incurred by PHA from tenant move-in date until transferred to tenant's name. Those charges are then billed to the tenant.

Exhibit A

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OK
JMB
4/7/14