



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

December 1, 2022

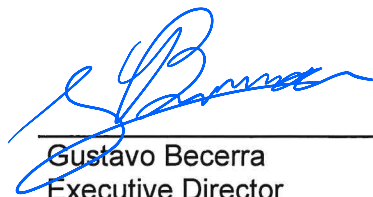
TO: Chairperson Marc Boomgaarden
Vice-Chairperson Manny Cardoza
Commissioner Tony Kurlan
Commissioner Dan Miller
Commissioner Sue Hoek
Commissioner Denise Conrado
Commissioner Jeramy Chapdelaine
Commissioner Bob Woten
Commissioner Suzanne Gallaty
Commissioner Kent Boes
Commissioner Nicholas Micheli
Commissioner Doug Lofton
Commissioner John Loudon
Commissioner Randy Fletcher
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
Judy Sanchez, City of Yuba City
The Union

NOTICE OF REGULAR MEETING

December 7, 2022

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, December 7, 2022, 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
December 7, 2022, 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: 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: Brant Bordsen

- 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.
 - 2. Recommend Establishing the Findings to Allow the Board to meet pg. 1
virtually if they elect to do so

- G. OLD BUSINESS: Discussion/Possible Action: NONE

H. NEW BUSINESS: Discussion/Possible Action:

3. Resolution 22-1774 – Recognition and Appreciation for the Diligent Service of Dan Miller
Marc Boomgaarden, Chairperson pg. 3
4. Resolution 22-1775 – Recognition and Appreciation for the Diligent Service of Randy Fletcher
Marc Boomgaarden, Chairperson pg. 4
5. Resolution 22-1776 – Consideration to Approve an Authorizing Resolution to Submit an Application to the County of Colusa for REAP 2.0 Funding for Infrastructure Costs for Two Affordable Housing Projects in Colusa County in the Cities of Williams and Colusa
Gustavo Becerra, Executive Director pg. 5
6. Recommend Approval of Management Plan and Addendum to the Executive Director’s Contract
Gustavo Becerra, Executive Director pg. 7

I. ADMINISTRATIVE REPORT:

7. Administrative Update
Gustavo Becerra, Executive Director

J. HOUSING COMMISSIONERS’ COMMENTS:

K. NEXT MEETING: January 18, 2023

L. ADJOURNMENT:

REGIONAL HOUSING AUTHORITY

STAFF REPORT

Date: December 7, 2022

To: Board of Commissioners

From: Jennifer Ruiz, Executive Assistant/HR Coordinator

SUBJECT: Ability to Hold Board Meetings Virtually as per AB361

RECOMMENDATION: Establish the Findings to Allow the Board to meet virtually if they elect to do so

FISCAL IMPACT: N/A

Background

On September 16, 2021, Governor Gavin Newsom signed AB 361 which will go into effect October 1, 2021. AB 361 extends the COVID-19 rules for conducting virtual or teleconference meetings under the Brown Act. In order to utilize the provisions of AB 361, a meeting must be held during a proclaimed state of emergency in which state or local officials have imposed or recommended measures to promote social distancing. The legislative body of the local agency must determine, by majority vote, that meeting in person would present imminent risks to health or safety of attendees.

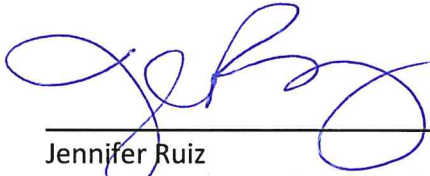
If a proclaimed state of emergency still exists and the local agency wishes to continue to hold meetings in compliance with AB 361, the following must be done:

1. Within 30 days of the initial virtual or teleconference meeting, make the following findings by majority vote:
 - a. The agency has reconsidered the circumstances of the state of emergency, and
 - b. It either continues to directly impact the ability of members to meet safely in person, or state or local officials continue to impose or recommend measures to promote social distancing
2. Make the same findings by majority vote every 30 days thereafter.

Recommendation

It is recommended that the Board of Commissioners of Regional Housing Authority establish the findings to allow the Board to meeting virtually if they elect to do so as per AB 361.

Prepared by:



Jennifer Ruiz
Executive Assistant/HR Coordinator

Submitted by:



Gustavo Becerra
Executive Director



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 22-1774

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY EXPRESSING RECOGNITION AND APPRECIATION FOR THE DILIGENT SERVICE OF DAN MILLER

WHEREAS, Dan Miller was first appointed to the office of Commissioner in the month of January 2015, and has served faithfully thereafter through December 2022; and

WHEREAS, he brought with him knowledge of community affairs which contributed substantially to the resolution of housing problems in Sutter, Nevada, Yuba and Colusa Counties; and

WHEREAS, he has been diligent and faithful to the public trust reposed on him, to the discharge of his responsibilities and in the fulfillment of his duties with the Regional Housing Authority;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Housing Authority hereby honor Dan Miller upon his departure from the position of Commissioner and that his dedicated actions during the term he served as Commissioner be recognized and commended.

This Resolution was moved and approved at the Regular meeting of the Board of Commissioners this 7th day of December 2022 as the Board conveys their best wishes in all his future endeavors.

AYES:

NAYS:

ABSTAINED:

ABSENT:

Chairperson, Marc Boomgaarden



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 22-1775

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY EXPRESSING RECOGNITION AND APPRECIATION FOR THE DILIGENT SERVICE OF RANDY FLETCHER

WHEREAS, Randy Fletcher was first appointed to the office of Commissioner in the month of January 2019, and has served faithfully thereafter through December 2022; and

WHEREAS, he brought with him knowledge of community affairs which contributed substantially to the resolution of housing problems in Sutter, Nevada, Yuba and Colusa Counties; and

WHEREAS, he has been diligent and faithful to the public trust reposed on him, to the discharge of his responsibilities and in the fulfillment of his duties with the Regional Housing Authority;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Housing Authority hereby honor Randy Fletcher upon his departure from the position of Commissioner and that his dedicated actions during the term he served as Commissioner be recognized and commended.

This Resolution was moved and approved at the Regular meeting of the Board of Commissioners this 7th day of December 2022 as the Board conveys their best wishes in all his future endeavors.

AYES:

NAYS:

ABSTAINED:

ABSENT:

Chairperson, Marc Boomgaarden



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 22-1776

REGIONAL HOUSING AUTHORITY

AUTHORIZING RESOLUTION

A necessary quorum and majority of the Commissioners of the Regional Housing Authority, a public agency, corporate and politic (“Applicant”) hereby consents to, adopts and ratifies the following resolution:

- A. WHEREAS, the Department (California Department of Housing & Community Development) is authorized to provide up to \$510,000,000 to Metropolitan Planning Organizations and Councils of Government (“Applicant”) listed in Health and Safety Code Section 50515.08, subdivisions (a)(1)-(6) under the Regional Early Action Planning grants program (REAP 2.0), as detailed in Health and Safety Code Section 50515.08-10.
- B. WHEREAS the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability on July 26, 2022 for REAP 2.0 grants available to Metropolitan Planning Organizations and Councils of Government;
- C. WHEREAS Applicant is a Council of Government eligible to submit a Request for Funds pursuant to Health and Safety Code Section 50515.08(c) to develop and accelerate the implementation of the requirements described in Health and Safety Code section 50515.08(c)(1).
- D. WHEREAS the Department shall approve the Request for Funds, subject to the terms and conditions of Eligibility, Guidelines, NOFAs, Program requirements, and the Standard Agreement by and between the Department and REAP 2.0 Grant Recipients;
- E. WHEREAS the Applicant will apply to the County of Colusa for funding under this program for two separate affordable housing projects:
 - Rancho Colus – (1717 State Route 20, Colusa, CA 95932)
 - Williams site currently owned by the local school district (1500 E Street, Williams, CA 95987)

NOW THEREFORE BE IT RESOLVED THAT:

2. The Regional Housing Authority is hereby authorized and directed to request an

allocation of funds not to exceed **\$2,400,000** (the amount allocated pursuant to Health and Safety Code section 50515.07(a) consistent with the methodology described in 50515.09(a)). If the Regional Housing Authority received an advance allocation of REAP 2.0 funds, the Regional Housing Authority's Request for Funds may not exceed **\$1,500,000** (the difference between the advance allocation amount received and the total amount allocated pursuant to Health and Safety Code section 50515.07(a) consistent with the methodology described in 50515.09(a)).

3. The Executive Director is authorized to execute the Request for Funds and any sub-recipient, or sub-allocation agreement, on behalf of the Regional Housing Authority as required by the Department for receipt of REAP 2.0 funds.
4. When the Regional Housing Authority receives an allocation of REAP 2.0 funds in the authorized amount of **\$2,400,000** from the Department pursuant to the above referenced Request for Funds, it represents and certifies that it will use all such funds only for eligible activities as set forth in Health and Safety Code section 50515.08(c)(1), as approved by the Department and in accordance with all REAP 2.0 requirements, guidelines, all applicable state and federal statutes, rules, regulations, and the Standard Agreement executed by and between the Applicant, County of Colusa, and the Department.

PASSED AND ADOPTED at a regular meeting of the Board of Commissioners of the Regional Housing Authority this 7th day of December 2022, by the following vote:

AYES: _____ ABSTENTIONS: _____ NOES: _____ ABSENT: ____
VACANT: _____

Signature of Approving Officer
Marc Boomgaarden, Chairperson

ATTEST: _____
Signature of Attesting Officer
**Jennifer Ruiz, Clerk of the Board of
Commissioners of Regional Housing Authority**

**REGIONAL HOUSING AUTHORITY
STAFF REPORT**

Date: December 7, 2022
To: Board of Commissioners
From: Gustavo Becerra, Executive Director

SUBJECT: Management Plan for Exempt, Confidential, At-Will Management Employees and Addendum to the Executive Director's Employment Agreement

RECOMMENDATION: Approval of Management Plan for Exempt, Confidential, At-Will Management Employees and Addendum to the Executive Director's Employment Agreement

Background

On November 16, 2022, the Board of Commissioners of the Regional Housing Authority (RHA) approved a Memorandum of Understanding (MOU) between RHA and PEU Local #1, affiliated with AFSCME International (Union) for represented employees once negotiations were completed. As a past practice, exempt employees received the same benefits as those approved for represented employees but never had a written plan to formalize the approved benefits.


The attached Management Plan outlines the various benefits for Exempt, Confidential, At-Will Management employees. A few differences include:

- Salary bands instead of step increases.
- 9% salary increase effective April 1, 2023. This increase does not apply to the Executive Director, this position's contract outlines salary increase terms. This increase also does not apply to the Assistant Maintenance Operations Manager, this position received the increase effective 10/31/2022.
- Management employees who participate in the Deferred Compensation (457) Plan will receive \$100.00 per month contribution into their account, paid by RHA. This benefit does not apply to the Executive Director, this position's contract outlines the deferred compensation terms.
- Management employees will be provided with a credit allowance of up to \$150.00 per year for uniforms.
- New Management employees will accrue 80 hours of vacation for years 0 to 5 instead of 40 hours the first year and 80 hours years 2-5.

Recommendation

It is recommended that the Board of Commissioners of the Regional Housing Authority approve the Management Plan for Exempt, Confidential, At-Will Management Employees, with an effective date of April 1, 2023, for all economic benefits included in the plan, and authorize the attached addendum to the Executive Director's Employment Agreement.

Submitted by:



Gustavo Becerra, Executive Director



Regional Housing Authority (RHA) Management Plan

TABLE OF CONTENTS

I. MANAGEMENT CLASSIFICATIONS	1
II. COMPENSATION	1
III. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)/SOCIAL SECURITY.....	4
IV. WORK SCHEDULES, DUTIES AND RESPONSIBILITIES	5
V. INTERNAL REVENUE CODE SECTION 125 PLAN.....	5
VI. HEALTH, DENTAL, VISION & LIFE INSURANCE COVERAGE.....	5
VII. ON-CALL	8
VIII. TOOL ALLOWANCE.....	9
IX. UNIFORM ALLOWANCE.....	10
X. SICK LEAVE.....	12
XI. OTHER LEAVES (INCLUDING BEREAVEMENT LEAVE, PERSONAL LEAVE TIME, MILITARY LEAVE, AND JURY DUTY)	13
XII. VACATION.....	14
XIII. ADMINISTRATIVE LEAVE.....	15
XIV. MODIFICATION OF BENEFITS.....	15
XV. LEAVE OF ABSENCE WITHOUT PAY.....	15
XVI. HOLIDAYS.....	16
XVII. HEALTH AND SAFETY.....	17
XVIII. ASSIGNMENT OF LEAVE BALANCES FOR CATASTROPHIC ILLNESS OR INJURY.....	17
XIX. SEPARATION FROM EMPLOYMENT.....	19
XX. SAVINGS CLAUSE.....	20
APPENDIX A.....	21

I. MANAGEMENT CLASSIFICATIONS

Individuals in these classifications are confidential and at-will. At-will employees may be released with or without cause at the discretion of the Executive Director:

- Chief Financial Officer
- Operations Manager
- Occupancy Manager
- Executive Assistant/HR Coordinator
- Assistant Operations Manager
- Accountant

II. COMPENSATION

1. Salary Bands

The Regional Housing Authority (RHA) Board of Commissioners may establish salary bands for management classifications consisting of the following control points:

- a. Control Point A shall be the entry level for the class based on external labor market.
- b. Control Point B shall be a maximum of 15% above Control Point A.
- c. Control Point C shall be a maximum of 15% above Control Point B, which may be used as the “top” salary level for market comparisons.
- d. Control Point D shall be used only for employees who have qualified for “Outstanding” performance and shall be the maximum salary in the salary band for the assigned classification.

A. Increases Within the Salary Band Based on Performance

i. An employee who has achieved regular status and successfully completed probation shall be eligible to receive a merit increase 0 to 15% on the first day of a pay period following successful completion of the (12)-month introductory period. The introductory period is 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. 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.

ii. Performance Based Increases: A regular employee shall be eligible for a performance increase from 0 to 15 % in salary adjustments or one-time payment on the first day of a pay period following the employee's anniversary date or other date as determined by the Executive Director.

iii. An employee may receive up to a 15% salary increase within each Control Point but must

serve at least twelve (12) months in each Control Point before progressing to the next higher Control Point.

iv. Movement to the next higher Control Point is not automatic. An employee must have achieved at least a rating of "Meets Expected Standards" in their last evaluation.

v. No employee shall exceed Control Point C except as provided under "F. Extraordinary Performance" below.

vi. Extraordinary Performance: An employee is eligible to exceed Control Point C whenever his/her performance has achieved a substantial improvement in services, efficiency, or substantial savings or income to the Housing Authority, beyond what is normally expected in the job assignment.

In the event such increase is not approved to exceed Control Point C, the affected department supervisor, shall rewrite such performance evaluation to reflect the performance limits of Control Point C.

An employee receiving Extraordinary Performance Pay may be paid a lump sum amount up to 15%, a one-time salary increase of up to 15% for one-year, or ongoing salary increases up to 15% or any combination thereof, including retroactivity depending on the approval of the Executive Director that such employee qualifies for "extraordinary performance pay".

vii. Disputes and Potential Conflicting Provisions Related to Salary Bands: Notwithstanding memoranda of understanding provisions or Housing Authority policies directly related to salary ranges and the new salary bands, the Board of Commissioners shall be the final interpreter of any conflicting compensation provisions, disputes, or application issues, including all language implementing the salary bands. Their decision shall be final and binding on the parties.

B. Performance Criteria and Evaluation:

Each employee will receive periodic performance reviews conducted by the Executive Director or Manager. During the employee's introductory period, the employee's introductory reviews will take place quarterly. Subsequent performance evaluations will be conducted annually, on or about the anniversary date of the employee's employment with RHA. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Employee's performance evaluations may review factors such as the quality and quantity of the work an employee performs, employee's knowledge of the job, employee's initiative, employee's work attitude, and employee's attitude toward others. The performance evaluations are intended to make an employee aware of employee's 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 RHA consistent with the Management Plan or RHA policy when applicable. After the review, the employee's signature acknowledges the evaluation report has been presented to such employee, that the employee has discussed it with the Executive Director or Manager, and that the employee is aware of its contents. An employee may provide a written response and present it to the Executive Director for review.

All management employees shall receive an annual evaluation, and evaluated using the following applicable criteria:

1. Improvement Needed:

Performance is generally "acceptable," but improvement is needed and expected. Performance at this level may cause the department and/or coworkers some problems or inconveniences- or tends to diminish the department's effectiveness and/or productivity. Performance at this level is characterized as "just getting by".

2. Meets Expected Standards:

Performance fully meets all the standards and expectations of the position. The individual performing at this level is considered a stable and skilled performer by coworkers and immediate supervision. Performance, at times, may be higher or lower, but averages to the fully competent level.

3. Exceeds Expected Standards:

Performance exceeds standards and expectations. Performance at this level would generally be recognized by peers and immediate supervision. Performance is characterized by notable skill, initiative, and superior job knowledge. This individual suggests and initiates improvements/changes and through own performance has materially enhanced effectiveness of the department or work area.

4. Control Point D Eligibility:

An employee who is at the top of the pay range for Control Point C and such employee performance significantly exceeds standards and expectations by achieving a substantial improvement in services, efficiency, in savings or income to the Housing Authority beyond what is normally expected in the job assignment. Such performance rating must meet all the conditions in F. above including appropriate approvals.

5. Provisional (New Employee):

New employees are not expected to perform at the Fully Competent level required of more experienced individuals. The new employee may need to be oriented to the job, complete required training, and/or need time to become proficient through practice and/or exposure to the new working environment. This level of performance applies to the new employee who is essentially satisfying the standards and expectations of a person learning or becoming oriented to the new position. New employees assigned an

overall rating of Provisional may be eligible for performance salary increases.

2. Salary Increases

- | | |
|-------------------|------|
| A. April 1, 2023, | 9% |
| B. April 1, 2024, | 6% |
| C. April 1, 2025, | 3.5% |
| D. April 1, 2026, | 3.5% |
| E. April 1, 2027, | 3.5% |

III. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) /SOCIAL SECURITY/DEFERRED COMPENSATION (457)

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 100% of employee contribution, 7%;

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, 7%.

C. Employees hired on or after January 1, 2013

- Shall participate in the CalPERS 2%@62 plan;
- Retirement to be calculated based on highest 36 months;
- Employees shall pay fifty percent (50%) of the normal cost for retirement benefit (rounded to nearest $\frac{1}{4}$ of 1%) as determined by CalPERS annually.

D. PERS Section 20965 Credits for Unused Sick Leave

Upon termination of employment with RHA, an employee who has at least five (5) years of accumulated full-time service (part-time employees to receive prorated benefit) may 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, if employed prior to April 1, 2019. For purposes of this Section, such unused sick leave credits shall be limited to a maximum total number of credits of 2,080 hours. Employees hired after April 1, 2019 and those that are eligible to elect a cash payout will have their remaining credit balance applied to such employee's retirement calculation.

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).

E. Social Security

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

F. Deferred Compensation (457)

Employees who participate in the Deferred Compensation (457) Plan will receive a \$100.00 per month contribution into their account from RHA. Participation in the 457 Plan is mandatory in order for the employee to receive the \$100 per month contribution.

IV. WORK SCHEDULES, DUTIES AND RESPONSIBILITIES

1. Work Schedules and Hours of Work

All classifications covered by the Management Plan are designated exempt under the Fair Labor Standards Act. It is expected that employees work a minimum of 40 hours per week and any additional hours that may be required to fulfill the responsibilities and work assignments of the position. As all classifications are exempts, individuals are not eligible for overtime.

2. Duties and Responsibilities

Employees shall devote productive time, ability, and attention to the RHA's business. As an exempt employee, employee shall not receive overtime or extra compensation for work performed outside normal business hours.

V. INTERNAL REVENUE CODE SECTION 125 PLAN

A. IRS Code Section 125 Plan:

RHA 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. Balances over \$500.00 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”), RHA shall maintain membership in the CalPERS PEMHCA health plan system (CalPERS PEMHCA) unless RHA elects to terminate membership pursuant to section VI (B) 7 below.
2. RHA shall make all contributions legally mandated under PEMHCA.
3. RHA shall establish a Cafeteria Plan (“Plan”) to provide for health premium contributions and other optional benefits.
4. RHA’s existing Section 125 Plan shall become part of the Plan.

B. Medical Contributions to the Plan:

1. RHA’s contributions to the Plan shall be a fixed eighty percent (80%) of the premium rates for the PERS Platinum or PERS Gold health plans. During the term of the plan, RHA contribution shall be increased by the amount equal to eighty percent (80%) of the premium increase for the PERS Platinum or PERS Gold health plans.
2. Retiree Medical: For those retirees enrolled in a CalPERS PEMHCA health plan RHA shall make the minimum employer contribution.
3. PEMHCA Compliance: For those employees enrolled in a CalPERS PEMHCA health plan; RHA’s contribution described above includes the minimum employer contribution amounts legally mandated under PEMHCA.
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 satisfactorily demonstrate medical coverage annually 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>

RHA 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 RHA 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, at least one hundred twenty (120) days prior to exercising the termination provisions of the PERS agreement. RHA will at such time look to find a replacement health plan and establish responsibility for insurance premiums.

C. Dental Contributions to Plan:

1. RHA Contribution to the Plan

During the plan, RHA 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 the plan.

3. Insurance Plan Changes

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

Nothing herein precludes RHA 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, RHA will notify affected employees within 120 days on this issue.

D. Vision Contributions to the Plan:

1. RHA Contribution to the Plan:

During the plan, RHA will pay the full vision plan premium for each eligible employee and such employee's dependents.

2. Insurance Plan Changes:

Nothing herein precludes RHA 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, RHA will notify affected employees within 120 days on this issue.

E. Life Insurance Plan:

1. RHA Contribution:

RHA shall 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.

2. Insurance Plan Changes:

Nothing herein precludes RHA 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. ON-CALL

This section applies to the Operations Manager and Assistant Operations Manager only.

Unrestricted On-call Pay

Whenever the Operations Manager or Assistant Operations Manager is to remain available on an On-call basis, he/she shall be compensated at the rate of sixty dollars (\$60.00) per day for non-workdays (days RHA is closed for business or holidays) and for workdays that the employee has reported to work and is scheduled for on-call the rate will be sixty (\$60.00) 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, when required to remain available on an on-call basis, the employee 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 they have specifically been 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 deemed able to perform on-call duties shall be recommended by 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.

VIII. TOOL ALLOWANCE

This section applies to the Operations Manager and Assistant Operations Manager only.

The intent of this policy is to determine that RHA will pay maintenance staff a tool stipend to maintain tools in order to perform the required job duties.

Liability

1. RHA will not hold liability for misuse, broken, lost, or stolen tools as listed in the Employee Tool Checklist section.
2. RHA will provide each employee a storage box on site to store extra tools.
3. RHA will provide nails, screws, propane tanks, blades saw or saw-z-all (give one, get one) blades

Tool Stipend

Tool Stipend will be established at \$30 per month X 12 = \$360. This stipend will be paid in a separate check the first week of November of each calendar year. For new or employees who work a lesser number of months in that calendar year, the \$360 will be prorated by the number of months employed. The same prorated formula will be utilized at time of separation.

Specialty Tools

RHA will provide all specialty tools needed to perform work on RHA managed or operated properties to include but not limited to

- A. HVAC tools gauges, pumps, vacuums pump
- B. Welding, torch set items related to this work
- C. Table saw, chop saw, air compressor at shop, air compressor texture machine
- D. Phone, cable, electrical tracers, and diagnostic tools special to the trade
- E. Plumbing hand and powered snakes toilet auger
- F. Flooring carpet stretcher, steaming tools

Quality Control Measures

The Executive Director reserves the right to utilize/ implement quality control measures to ensure that repairs and response times provide tenants with decent, safe, and sanitary housing, i.e., work order review, daily log review and tenant satisfaction surveys.

Monitoring/Oversight

Employees will be required to submit receipts for tools purchased and a receipt file will be maintained for each employee for each calendar year and reviewed annually. A baseline will be established at implementation and a self-certification with the Executive Director's signature serving as a receipt.

Violations of Tool Policy

Violation of the Maintenance Tool Policy will be subject to disciplinary actions.

Employee Tool Checklist Section

RHA maintenance department employees will need to provide tools necessary to perform maintenance work.

Tools utilized must meet health and safety standards/compliance. Tools provided to include but not limited to:

- A. Hand tools screw drivers, hammers, saws, pliers, flashlight, hammers, chisels,
- B. Utility knife, squares, snips
- C. Drill screw gun set,
- D. Saw-z-all,
- E. Nail guns, air small air compressor and hose
- F. Drywall tools, hole saw, drill bits, screw bit and extensions, spade bits, socket sets, bolt cutter, caulking guns
- G. Extension cords, GFIC pig tail cord, ,
- H. Carpet hand tools, carpet knee kicker,
- I. Tape measure, pry bar, levels,
- J. Multi-meter, digital thermometer, propane torch,
- K. Angle stop puller, seat wrench, steam puller, pipe wrenches, basket removal tool,
- L. HVAC hand tools, tubing cutters, tubing bender, swage tool

IX. UNIFORM ALLOWANCE

Purpose

To establish a written understanding regarding the RHA financial commitment toward the purchase of uniform apparel, uniform appearance standards and the responsibility for the care of uniform apparel by employees required to wear a designated uniform.

Uniform Allowance

- A. Each full-time Management employee will be provided with a credit allowance of up to \$150.00 per year for uniforms. The credit allowance will go up each year in accordance with the annual

CPI. Employees will be able to purchase their logo apparel through the RHA approved vendor and the cost of those items selected by the employee will be individually tracked and deducted from each employee's credit allowance.

- B. Employees covered by this agreement may at their own expense purchase additional authorized uniform apparel.
- C. Authorized uniform apparel will be primarily purchased twice a year (or as needed) through the RHA Executive Director or his/her designee during the months of May and November since the bulk orders will reduce per item cost and allow affected employees to purchase more items with available funds. Purchases at other times during the year must be coordinated with the RHA Executive Director or his/her designee.
- D. All purchases must be for approved apparel and will be counter-signed by the RHA Executive Director or his/her designee and costs will be tracked individually by the Operations Manager.

Wearing, Care and Maintenance

- A. Uniform apparel should not be worn while the employee is off duty, except during a reasonable timeframe either before or after the employee's normal work schedule.
- B. Uniform apparel shall be neat and clean at the start of each work shift. It shall be the responsibility of the employee to wash, clean and maintain all uniforms.
- C. Appropriate non-uniform clothing may be worn when attending RHA sponsored training, schools, meetings, luncheons, workshops, etc. when approved or directed by the Executive Director or his/her designee.

Termination of Employment

When the employment relationship is terminated between the employee and the RHA, the terminated employee is required to return all uniform items to their immediate supervisor no later than the date of termination or other date mutually agreed-upon between the employee and his/her supervisor. This includes identification badges issued to the employee.

X. SICK LEAVE

A. 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.

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, (some of which are not covered by FMLA/CFRA).

Employees do not have to take leave if less than 5 hours. If the leave is more than 5 hours, sick leave will be used in 5-hour increments.

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 RHA. The Executive Director 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.

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. Abuse:

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

E. 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 RHA of the amount received from SDI and provide proof to RHA.
2. RHA 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 RHA 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 RHA.

XI. OTHER LEAVES

A. 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.

B. 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 vacation 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.)

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

D. 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 5 hours or more shall be compensated at the regular day salary.

XII. 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 (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, 2018

Employees shall accrue vacation leave at the following rates:

0 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 do not have to take leave if less than 5 hours. If the leave is more than 5 hours, vacation leave will be used in 5-hour increments.

Employees may have a total accumulation of not more than 240 hours of vacation leave as of December 31 of each year.

C. Pay-Off Upon Separation:

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

XIII. ADMINISTRATIVE LEAVE

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). Such Administrative Leave shall be credited to that eligible employee as of

January 1. Eligible employees, who begin employment with the Housing Authority after January 1 shall receive a prorated allowance during the first calendar year of employment, rounded to the nearest whole day.

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. Requests for cash payments should be submitted by August 31st of each calendar year so that there is sufficient time for employees to use the Administrative Leave before the end of the year if cash payment is not approved. Employees shall seek prior authorization from the Executive Director or his/her designated representative before using any administrative leave. The Executive Director shall seek prior authorization from the Chairperson or Vice-Chairperson of the Board of Commissioners before using any administrative leave.

XIV. MODIFICATION OF BENEFITS

At any time, the RHA reserves the right to modify any of the benefits set forth herein and with approval of the Board of Commissioners.

XV. LEAVE OF ABSENCE WITHOUT PAY

A. Leave of Absence Without Pay:

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. RHA 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. Other leaves of absences without pay are not authorized.

XVI. 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) *Reassigned for years 2023-2028
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) * Reassigned for years 2023-2028
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 (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
 12/23 Holiday
 12/24 Holiday

2027 12/20 Reassign Cesar Chavez
 12/21 Reassign Columbus
 12/22 Holiday
 12/23 Holiday

XVII. 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 always be safety conscious. Report all work-related injuries or illnesses immediately to the Executive Director or 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 (IIPP). The IIPP 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.

XVIII. ASSIGNMENT OF LEAVE BALANCES FOR CATASTROPHIC ILLNESS OR INJURY

A. Purpose:

To provide a mechanism for permanent RHA 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 RHA 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 RHA 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 RHA 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/HR Coordinator.

Assigned leave balances shall be processed and applied in the order they are received and processed by the Executive Assistant/HR 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 RHA and departmental policy and procedures.

H. Administration of Assignment of Leave Policy:

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

RHA agrees 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.

XIX. SEPARATION FROM EMPLOYMENT

An employee may resign and shall give the Regional Housing Authority at least thirty (30) days advance written notice of separation when possible.

XX. SAVINGS CLAUSE

Should any portion of this Management Plan or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidity or such portion of the Management Plan shall not invalidate the remaining portion hereof, and they shall remain in full force and effect. RHA agrees to notify affected employees concerning any provision of this Management Plan that is declared invalid or unconstitutional by a court of competent jurisdiction

REGIONAL HOUSING AUTHORITY

GUSTAVO BECERRA, EXECUTIVE DIRECTOR

DATE: _____

MARC BOOMGAARDEN, CHAIRPERSON OF THE BOARD

DATE: _____

ATTEST

DATE: _____

APPENDIX A

Management Salary Bands – 2023 -2027

Regional Housing Authority of Sutter and Nevada Counties
 Salary Bands for Management Employees
 2023

Classification	Control Point A	Control Point B	Control Point C	Control Point D Beg	Control Point D End
Executive Assistant/HR Coordinator	2,327.69	2,676.85	3,078.37	3,540.13 \$	4,071.15 Bi-weekly
	5,043.33	5,799.83	6,669.81	7,670.28 \$	8,820.82 Monthly
	29.10	33.46	38.48	44.25 \$	50.89 Hourly
Chief Financial Officer	3,937.69	4,528.34	5,207.60	5,988.73 \$	6,887.05 Bi-weekly
	8,531.66	9,811.41	11,283.12	12,975.59 \$	14,921.93 Monthly
Operations Manager	49.22	56.60	65.09	74.86 \$	86.09 Hourly
	2,982.55	3,429.94	3,944.43	4,536.09 \$	5,216.50 Bi-weekly
Occupancy Manager	6,462.20	7,431.53	8,546.26	9,828.20 \$	11,302.43 Monthly
	37.28	42.87	49.31	56.70 \$	65.21 Hourly
	2,490.73	2,864.34	3,293.99	3,788.08 \$	4,356.30 Bi-weekly
Assistant Operations Manager	5,396.57	6,206.06	7,136.97	8,207.51 \$	9,438.64 Monthly
	31.13	35.80	41.17	47.35 \$	54.45 Hourly
	2,490.73	2,864.34	3,293.99	3,788.08 \$	4,356.30 Bi-weekly
Accountant	5,396.57	6,206.06	7,136.97	8,207.51 \$	9,438.64 Monthly
	31.13	35.80	41.17	47.35 \$	54.45 Hourly
	2,221.93	2,555.22	2,938.51	3,379.28 \$	3,886.17 Bi-weekly
	4,814.19	5,536.31	6,366.76	7,321.78 \$	8,420.04 Monthly
	27.77	31.94	36.73	42.24 \$	48.58 Hourly

Regional Housing Authority of Sutter and Nevada Counties
 Salary Bands for Management Employees
 2024

Classification	Control Point A	Control Point B	Control Point C	Control Point D Beg	Control Point D End	Bi-weekly	Monthly	Hourly
Executive Assistant/HR Coordinator	2,467.35	2,837.45	3,263.07	3,752.53	4,315.41	\$	\$	
	5,345.93	6,147.82	7,069.99	8,130.49	9,350.06	\$	\$	
	30.84	35.47	40.79	46.91	53.94			
Chief Financial Officer	4,173.95	4,800.04	5,520.05	6,348.06	7,300.27	Bi-weekly	Bi-weekly	
	9,043.56	10,400.10	11,960.11	13,754.13	15,817.25	Monthly	Monthly	
Operations Manager	52.17	60.00	69.00	79.35	91.25	Hourly	Hourly	
	3,161.50	3,635.73	4,181.09	4,808.25	5,529.49	Bi-weekly	Bi-weekly	
Occupancy Manager	6,849.92	7,877.41	9,059.02	10,417.88	11,980.56	Monthly	Monthly	
	39.52	45.45	52.26	60.10	69.12	Hourly	Hourly	
Assistant Operations Manager	2,640.17	3,036.20	3,491.63	4,015.37	4,617.68	Bi-weekly	Bi-weekly	
	5,720.38	6,578.43	7,565.20	8,699.98	10,004.97	Monthly	Monthly	
Accountant	33.00	37.95	43.65	50.19	57.72	Hourly	Hourly	
	2,640.17	3,036.20	3,491.63	4,015.37	4,617.68	Bi-weekly	Bi-weekly	
Accountant	5,720.38	6,578.43	7,565.20	8,699.98	10,004.97	Monthly	Monthly	
	33.00	37.95	43.65	50.19	57.72	Hourly	Hourly	
Accountant	2,355.25	2,708.53	3,114.81	3,582.03	4,119.34	Bi-weekly	Bi-weekly	
	5,103.03	5,868.49	6,748.76	7,761.07	8,925.24	Monthly	Monthly	
	29.44	33.86	38.94	44.78	51.49	Hourly	Hourly	

Regional Housing Authority of Sutter and Nevada Counties
 Salary Bands for Management Employees
 2025

Classification	Control Point A	Control Point B	Control Point C	Control Point D Beg	Control Point D End
Executive Assistant/HR Coordinator	2,553.71	2,936.76	3,377.28	3,883.87 \$	4,466.45 Bi-weekly
	5,533.03	6,362.99	7,317.44	8,415.05 \$	9,677.31 Monthly
	31.92	36.71	42.22	48.55 \$	55.83 Hourly
Chief Financial Officer	4,320.04	4,968.04	5,713.25	6,570.24 \$	7,555.77 Bi-weekly
	9,360.08	10,764.10	12,378.71	14,235.52 \$	16,370.84 Monthly
	54.00	62.10	71.42	82.13 \$	94.45 Hourly
Operations Manager	3,272.15	3,762.98	4,327.42	4,976.53 \$	5,723.02 Bi-weekly
	7,089.66	8,153.11	9,376.08	10,782.49 \$	12,399.87 Monthly
	40.90	47.04	54.09	62.21 \$	71.54 Hourly
Occupancy Manager	2,732.58	3,142.46	3,613.83	4,155.91 \$	4,779.29 Bi-weekly
	5,920.58	6,808.67	7,829.97	9,004.46 \$	10,355.13 Monthly
	34.16	39.28	45.17	51.95 \$	59.74 Hourly
Assistant Operations Manager	2,732.58	3,142.46	3,613.83	4,155.91 \$	4,779.29 Bi-weekly
	5,920.58	6,808.67	7,829.97	9,004.46 \$	10,355.13 Monthly
	34.16	39.28	45.17	51.95 \$	59.74 Hourly
Accountant	2,437.68	2,803.34	3,223.84	3,707.41 \$	4,263.52 Bi-weekly
	5,281.65	6,073.90	6,984.98	8,032.73 \$	9,237.64 Monthly
	30.47	35.04	40.30	46.34 \$	53.29 Hourly

Regional Housing Authority of Sutter and Nevada Counties
 Salary Bands for Management Employees
 2026

Classification	Control Point A	Control Point B	Control Point C	Control Point D Beg	Control Point D End
Executive Assistant/HR Coordinator	2,643.09	3,039.55	3,495.49	4,019.81 \$	4,622.78 Bi-weekly
	5,726.69	6,585.70	7,573.55	8,709.59 \$	10,016.02 Monthly
	33.04	37.99	43.69	50.25 \$	57.78 Hourly
Chief Financial Officer	4,471.24	5,141.93	5,913.22	6,800.20 \$	7,820.23 Bi-weekly
	9,687.69	11,140.84	12,811.97	14,733.77 \$	16,943.83 Monthly
	55.89	64.27	73.92	85.00 \$	97.75 Hourly
Operations Manager	3,386.68	3,894.68	4,478.88	5,150.71 \$	5,923.32 Bi-weekly
	7,337.80	8,438.47	9,704.24	11,159.87 \$	12,833.85 Monthly
	42.33	48.68	55.99	64.38 \$	74.04 Hourly
Occupancy Manager	2,828.22	3,252.45	3,740.32	4,301.37 \$	4,946.57 Bi-weekly
	6,127.81	7,046.98	8,104.03	9,319.63 \$	10,717.58 Monthly
	35.35	40.66	46.75	53.77 \$	61.83 Hourly
Assistant Operations Manager	2,828.22	3,252.45	3,740.32	4,301.37 \$	4,946.57 Bi-weekly
	6,127.81	7,046.98	8,104.03	9,319.63 \$	10,717.58 Monthly
	35.35	40.66	46.75	53.77 \$	61.83 Hourly
Accountant	2,523.00	2,901.45	3,336.67	3,837.17 \$	4,412.74 Bi-weekly
	5,466.50	6,286.47	7,229.44	8,313.86 \$	9,560.94 Monthly
	31.54	36.27	41.71	47.96 \$	55.16 Hourly

Regional Housing Authority of Sutter and Nevada Counties
 Salary Bands for Management Employees
 2027

Classification	Control Point A	Control Point B	Control Point C	Control Point D Beg	Control Point D End
Executive Assistant/HR Coordinator	2,735.60	3,145.94	3,617.83	4,160.50 \$	4,784.58 Bi-weekly
	5,927.13	6,816.20	7,838.63	9,014.42 \$	10,366.59 Monthly
	34.19	39.32	45.22	52.01 \$	59.81 Hourly
Chief Financial Officer	4,627.73	5,321.89	6,120.18	7,038.20 \$	8,093.93 Bi-weekly
	10,026.76	11,530.77	13,260.38	15,249.44 \$	17,536.86 Monthly
	57.85	66.52	76.50	87.98 \$	101.17 Hourly
Operations Manager	3,505.21	4,031.00	4,635.65	5,330.99 \$	6,130.64 Bi-weekly
	7,594.63	8,733.82	10,043.90	11,550.48 \$	13,283.06 Monthly
	43.82	50.39	57.95	66.64 \$	76.63 Hourly
Occupancy Manager	2,927.21	3,366.29	3,871.23	4,451.92 \$	5,119.70 Bi-weekly
	6,342.28	7,293.63	8,387.67	9,645.82 \$	11,092.69 Monthly
	36.59	42.08	48.39	55.65 \$	64.00 Hourly
Assistant Operations Manager	2,927.21	3,366.29	3,871.23	4,451.92 \$	5,119.70 Bi-weekly
	6,342.28	7,293.63	8,387.67	9,645.82 \$	11,092.69 Monthly
	36.59	42.08	48.39	55.65 \$	64.00 Hourly
Accountant	2,611.31	3,003.00	3,453.45	3,971.47 \$	4,567.19 Bi-weekly
	5,657.63	6,506.50	7,482.48	8,604.85 \$	9,895.58 Monthly
	32.64	37.54	43.17	49.64 \$	57.09 Hourly

ADDENDUM #1 TO EMPLOYMENT AGREEMENT BETWEEN

GUSTAVO BECERRA

AND

REGIONAL HOUSING AUTHORITY

This Addendum, effective April 1, 2023, to the current Employment Agreement between Gustavo Becerra and the Regional Housing Authority has as its purpose to amend the current Agreement as outlined below:

UNIFORM ALLOWANCE

- A. The Executive Director will be provided with a credit allowance of up to \$150.00 per year for uniforms. The credit allowance will go up each year in accordance with the annual CPI. The Executive Director will be able to purchase their logo apparel through the RHA approved vendor and the cost of those items selected by the employee will be individually tracked and deducted from each employee's credit allowance.
- B. The Executive Director may, at their own expense, purchase additional authorized uniform apparel.
- C. Authorized uniform apparel will be primarily purchased twice a year (or as needed) during the months of May and November since the bulk orders will reduce per item cost and allow affected employee to purchase more items with available funds.
- D. All purchases must be for approved apparel and will be tracked individually by the Maintenance Operations Manager.

Wearing, Care and Maintenance

- A. Uniform apparel should not be worn while the employee is off duty, except during a reasonable timeframe either before or after the employee's normal work schedule.
- B. Uniform apparel shall be neat and clean at the start of each work shift. It shall be the responsibility of the employee to wash, clean and maintain all uniforms.
- C. Appropriate non-uniform clothing may be worn when attending RHA sponsored training, schools, meetings, luncheons, workshops, etc.

Termination of Employment:

When the employment relationship is terminated between the employee and the RHA, the terminated employee is required to return all uniform items to their immediate supervisor no later than the date of termination or other date mutually agreed-upon between the employee and his/her supervisor. This includes identification badges issued to the employee.

VACATION

Executive Director does not have to take leave if less than 5 hours. If the leave is more than 5 hours, vacation leave will be used in 5-hour increments.

Executive Director may have a total accumulation of not more than 240 hours of vacation leave as of December 31 of each year.

WHEREOF, the Authority has approved this Addendum to Employment Agreement to be signed and executed by the Chairperson of the Board.

Regional Housing Authority

Date: _____

Marc Boomgaarden, Chairperson
Regional Housing Authority

Date: _____

Gustavo Becerra
Executive Director