

**HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ**  
**AGENDA OF THE REGULAR BOARD MEETING**  
**April 23, 2025 at 11:00 a.m.**  
**HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ**  
2160 41<sup>st</sup> Avenue, Capitola, CA 95010

1. Roll Call

**HOUSING AUTHORITY BOARD OF COMMISSIONERS:**

Chairperson Providence Martinez Alaniz	4 year term expires, February 10, 2027
Vice Chairperson Annette Melendrez	4 year term expires, September 29, 2027
Commissioner Carol Berg	4 year term expires, May 21, 2025
Commissioner Ligaya Eligio	2 year term expires, October 18, 2026
Commissioner Silvia Morales	4 year term September 1, 2027
Commissioner Andy Schifffrin	4 year term expires, March 17, 2027
Commissioner Richard Schmale	2 year term expires, May 12, 2025

2. Consideration of Late Additions and Changes to the Agenda

3. Consent Agenda

A. Minutes of the Regular Meeting held March 26, 2025

Motion to Approve

B. Housing Authority Annual Agency Goals – Quarter 3 Report

Receive Report

C. Housing Authority Project Based Voucher Program – Quarter 3 Report

Receive Report

D. Personnel Policies

Motion to Approve Revisions to Personnel Policies

4. Oral Communications (All oral communications must be directed to an item not listed on this agenda and must be within the jurisdiction of the Board. Presentations must not exceed three minutes in length. The Board will not take action or respond immediately to any Oral Communication presented, but may choose to follow up at a later time or schedule item for a subsequent agenda. The Board may limit the total amount of time allowed for oral communication). Anyone addressing the Board of Commissioners is asked to complete a card and leave it with the Board secretary so that their names may be accurately recorded in the Minutes.

5. Unfinished Business

6. New Business

7. Written Correspondence

8. Director's Report

9. Reports from Board Members  
(Board members may report on meetings attended, if any, or other items of interest.)
10. Closed Session
11. Report on Closed Session
12. Adjournment

The Housing Authority complies with the Americans with Disabilities Act. If you are a person with disabilities and you require special assistance in order to participate, please contact the Board secretary at 831-454-9455, ext. 201 at least 72 hours in advance of the meeting in order to make arrangements. Persons with disabilities may request a copy of the agenda in an alternative format.

Spanish language translation is available on an as needed basis. Please make arrangements 72 hours in advance by contacting the Housing Authority at 831-454-9455, ext. 280.

*Agendas can be obtained from the Housing Authority of the County of Santa Cruz Administration Department.*

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ, MINUTES OF THE REGULAR MEETING MARCH 26, 2025, AT THE HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ, 2160 41<sup>ST</sup> AVENUE, CAPITOLA, CA 95010

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**AGENDA ITEM NO. 1**      Roll Call

Chairperson Martinez Alaniz called the meeting to order at 11:04 a.m. Members present Chairperson Martinez Alaniz, Vice Chairperson Melendrez, Commissioners Berg, Eligio, Schiffrin and Schmale

**Members Absent**

Commissioner Morales (excused)

**Staff Present**

Jennifer Panetta, Tom Graham and Courtney Byrd of the Housing Authority

**AGENDA ITEM NO. 2**      Consideration of Late Additions or Changes to the Agenda  
None.

**AGENDA ITEM NO. 3**      Consent Agenda

Chairperson Martinez Alaniz asked for a motion to approve the Consent Agenda unless any Board of Commissioners or members of the public would like to pull an item from the agenda or have comments/questions on an item.

No item was pulled from the Consent Agenda. Commissioner Schiffrin requested staff write a letter to Assemblymember Gail Pellerin showing the Board of Commissioners support for AB 282. Staff will take the Board of Commissioners direction.

Commissioner Schiffrin moved for the approval of the Consent Agenda as amended; Commissioner Melendrez seconded the motion and it was passed by the following vote:

AYES:            Commissioners Berg, Eligio, Martinez Alaniz , Melendrez, Schiffrin and Schmale  
NOES:           None  
ABSENT:        Commissioner Morales  
ABSTAIN:       None

Agenda Item 3A. Approved Minutes of the Regular Meeting held February 26, 2025

Agenda Item 3B. Approved the Agency-Wide Audited Financial Statements for Fiscal Year Ending June 30, 2024

Agenda Item 3C. Endorsed AB 282: Discrimination: Housing: Source of Income

**AGENDA ITEM NO. 4**      Oral Communications

None.

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**AGENDA ITEM NO. 5A**      Unfinished Business

None.

**AGENDA ITEM NO. 6A**      Public Hearing, Review and Consideration of Draft 2025 Annual PHA Plan, 5 Year PHA Plan, Housing Choice Voucher Administrative Plan, and MTW Supplement for the Housing Authority of the County of Santa Cruz

Secretary Panetta reminded the Board that during the February meeting of the Board of Commissioners, the draft changes to the plans were reviewed and discussed. Secretary Panetta asked the Board of Commissioners if they had any further questions regarding the Housing Authority Agency Plan. The Board of Commissioners had no further questions.

Secretary Panetta informed the Board that the Housing Authority Agency Plans have been in a Public Comment Period. Secretary Panetta informed the Board that copies of the draft Annual PHA Agency Plan, 5 Year PHA Plan, HCV Administrative Plan, and MTW Supplement, have been made available to the public through the Housing Authority's website. Additionally, since Friday, February 7, 2025 notices inviting public review and comment on these plans have been continuously published every Friday, in both English and Spanish, in the Santa Cruz Sentinel, the Watsonville Pajaronian, and the Hollister Freelance. To date, staff have received no public comments on the posted documents.

Chairperson Martinez Alaniz opened the Public Hearing for the Draft Annual PHA Plan, Draft 5 Year PHA Plan and Draft Administrative HCV Plan and associated materials at 11:10 a.m.

**Public Hearing Comments:**

No Public in attendance with comments.

Chairperson Martinez Alaniz closed the Public Hearing for the Draft Annual PHA Plan, Draft 5 Year PHA Plan and Draft Administrative HCV Plan and associated materials at 11:10 a.m.

Chairperson Martinez Alaniz opened the Public Hearing for the Agency Specific Waivers in the Move to Work Supplement at 11:10 a.m.

**Public Hearing Comments:**

No Public in attendance with comments.

Chairperson Martinez Alaniz closed the Public Hearing for the Agency Specific Waivers in the Move to Work Supplement at 11:11 a.m.

**End of Public Comments.**

Commissioner Schiffrin moved to Adopt Resolution No. 2025-05: Authorizing Execution of PHA Certification of Compliance with PHA Plans and Related Regulations; Board Resolution to Accompany the Annual PHA Plan for the Housing Authority of the County of Santa Cruz and Resolution No.2025-06: Authorizing Execution of MTW Certifications of Compliance with Regulations; Board Resolution to Accompany the MTW Supplement to the Annual PHA Plan for the Housing Authority of the County of Santa Cruz.; Commissioner Berg seconded the motion and it as passed by the following vote:

AYES: Commissioners Berg, Eligio, Martinez Alaniz, Melendrez, Schiffrin and Schmale  
NOES: None  
ABSENT: Commissioner Morales  
ABSTAIN: None

**AGENDA ITEM NO. 6B** Role of the Development Subcommittee

Deputy Executive Director Graham reminded the Board of Commissioners that in June 2024, the Board of Commissioners established a Development Subcommittee following a staff recommendation to "establish a subcommittee to provide guidance to staff on evaluating and assessing acquisition and development opportunities before bringing those opportunities to the Board for consideration."

Deputy Executive Director Graham informed the Board that this approach has demonstrated to be effective in guiding staff through the initial site assessment to ensure alignment with Board priorities. The Chanticleer Avenue and Portola Drive acquisitions are two examples in which the early guidance from the Subcommittee ensured staff were effectively using time and resources on initiatives that aligned with Board priorities and minimized the risk of presenting incongruous opportunities to the full Board.

Deputy Executive Director Graham informed the Board that staff is recommending a slight expansion of the Subcommittee's role to efficiently use staff time and resources to secure full Board support related to the design and planning of future development projects. Staff recommends that in addition to evaluating and assessing acquisition and development opportunities, the Subcommittee would also engage in a preliminary meeting with the architect and/or consultants to review initial project elements to provide feedback on design, massing, and unit count for project planning.

Deputy Executive Director Graham added that if the Board agrees to the expansion of the Subcommittee role as described above, staff will invite the Subcommittee to meet with the selected architect to review and provide feedback on general design elements for the Chanticleer Avenue project. The expanded roles will remain in effect for all projects unless modified by the Board. A discussion followed.

Commissioner Schiffrin moved to Support the Staff Recommendation to Expand the Role of the Development Subcommittee; Commissioner Eligio seconded the motion and it was passed by the

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following vote:

AYES: Commissioners Berg, Eligio, Martinez Alaniz , Melendrez, Schiffrin and Schmale  
NOES: None  
ABSENT: Commissioner Morales  
ABSTAIN: None

**AGENDA ITEM NO. 7** Written Correspondence  
None.

**AGENDA ITEM NO. 8** Report of Executive Director

Deputy Executive Director Graham updated the Board on the Natural Bridges Apartments. The project is fully leased and occupied. The grand opening is scheduled for May 9<sup>th</sup> at 11:00 a.m.

Deputy Executive Director Graham updated the Board on the Chanticleer Avenue property.

Deputy Executive Director Graham updated the Board on the Portola Drive property.

Executive Director Panetta informed the Board of a NAHRO Commissioners training opportunity. If any of the Commissioners are interested in this training, they should contact Courtney Byrd.

Executive Director Panetta followed up with data regarding rent burdens.

Executive Director Panetta gave the Board of Commissioners a funding update.

Executive Director Panetta informed the Board of Commissioners that on Friday February 28<sup>th</sup>, New Horizons hosted its first ever Senior Resource Fair, as part of New Horizons Programs and Services. The Senior Resource Fair took place at the London Nelson Community room in Santa Cruz, with over 130 seniors in attendance.

Executive Director Panetta announced to the Board that Finance Director Aaron Pomeroy has given his resignation. Finance Director Pomeroy will assist in hiring and training the new Finance Director. Staff and the Board wish him well.

**AGENDA ITEM NO. 9** Reports from Board Members  
None.

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**AGENDA ITEM NO. 10**      Closed Session  
None.

**AGENDA ITEM NO. 11**      Report on Closed Session  
None.

**AGENDA ITEM NO. 12**      Adjournment

The Board of Commissioners meeting was adjourned at 11:54 a.m.

I hereby certify that these minutes were approved by the Housing Authority of the County of Santa Cruz, on the Twenty Third Day of April 2025.

\_\_\_\_\_  
Chairperson of the Authority

ATTEST: \_\_\_\_\_

Secretary of the Authority

## AGENDA ITEM SUMMARY

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**MEETING DATE:** April 23, 2025

**ITEM NUMBER:** 3B

**FROM:** Executive Director

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**SUBJECT:** Housing Authority Annual Agency Goals – Quarter 3 Report

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**RECOMMENDATION:** Receive Report

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### BACKGROUND SUMMARY:

Each year, the Housing Authority Board of Commissioners establishes Annual Agency Goals for the upcoming fiscal year. The following goals were established for the period of 7/1/24 – 6/30/25. The target date for completion of all goals is 6/30/25 unless otherwise stated. This report demonstrates the progress on these goals during the third quarter of the fiscal year, from 1/1/25 – 3/31/25. Baseline values reflect the values on 7/1/24, at the beginning of the fiscal year.

### **Proposed Housing Authority Agency Goals for 2024 - 2025 Fiscal Year**

#### 1. Expand Housing Choice Voucher Program:

- a. Achieve cumulative voucher utilization rate of 97% for entire HCV program group, including all voucher types.

	Baseline	Q1	Q2	Q3	Q4
HCV Utilization Rate	95.35%	96.03%	96.29%	98.27%	

- b. Lease Up 100% of all new Stability Vouchers (41 vouchers).

	Baseline	Q1	Q2	Q3	Q4
Stability Vouchers Leased	2	29	39	41	

- c. Increase total number of households assisted in HCV program group by at least 100 households.

	Baseline	Q1	Q2	Q3	Q4
HCV Households	5,603	5,643	5,658	5,759	
Cumulative Increase	n/a	40	55	156	



- d. Increase number of landlords participating in the HCV program group by 30.

	Baseline	Q1	Q2	Q3	Q4
HCV Landlords	1,949	1,956	1,962	1,955	
Cumulative Increase	n/a	7	13	6	

2. Expand Affordable Housing Supply:

- a. Establish and implement updated Project Based Voucher RFP criteria and process, including parameters for measured PBV growth.

At the August 2024 meeting, the Board approved a new Project Based Voucher (PBV) Request for Proposals (RFP) process, along with new scoring criteria. The new process involves inviting applications for a finite number of PBVs during periodic RFP openings, based on voucher and funding availability. Additionally, the process includes the review of a financial consultant, who assists with evaluating the financial feasibility of the projects requesting vouchers, and assists in determinations about “right-sizing” the PBV requests to ensure that no project is awarded more vouchers than what is needed for the project to be viable. This new RFP process was initiated on October 15, 2024. Based on the first RFP cycle, the new process and scoring criteria has been effective in achieving the goal of establishing parameters for measured PBV growth.

- b. Complete construction of 415 Natural Bridges Drive and fully lease all 20 units.

Construction for Natural Bridges Apartments is complete, the final certificate of occupancy has been issued and the project is 100% leased. The grand opening event is scheduled for May 9, at 11am, and the guest speakers include but are not limited to Congressman Jimmy Panetta and Santa Cruz Mayor Fred Keeley. The grand opening will be hosted by the Housing Authority as an event in collaboration with Affordable Housing Month. The mural painting has commenced and Michael Daniel Media is working with New Horizons and Taylor Reinhold, the muralist, to create a 3-5 minute video to document the mural painting and the grand opening event, highlighting how the symbolism of the mural art reflects the transformation of the Housing Authority, and the significance of the completion of the Natural Bridges project.

- c. Optimize financial resources and funding sources, including MTW and New Horizons funds, to acquire property and develop new affordable housing projects.

During the October 2, 2024 meeting, the Board of Commissioners approved the staff recommendation authorizing the sale of Casa Pajaro Apartments from the Housing Authority to New Horizons. This transaction closed prior to the end of the year and the change of ownership has been recorded by the County Recorder. The Housing Authority provided New Horizons with gap financing for the full purchase price at the appraised value of \$21,200,000. The source of these funds consisted of \$10,700,106 in MTW reserves which needed to be spent in CY2024 to avoid HUD recapture at the end of the year. The remaining \$10,499,894 was funded by the MTW set-aside funding which was a unique one-time funding opportunity available to new MTW expansion agencies. Following the award of this MTW set-aside funding, HUD has experienced an unprecedented demand on set-aside and shortfall funds at the national level, so it was prudent to exhaust the balance of these funds to avoid a potential recapture from HUD. Utilizing these two funding sources in this manner also enabled the funds to become defederalized with no deadline for expenditure.

During the February 25, 2025 meeting, the Board of Commissioners approved the staff recommendation to adopt several resolutions for fund allocations. This proactive strategy provides staff with options to mitigate federal funding uncertainty in which these allocations can be expended quickly to minimize the potential for recapture of funds. The funding allocations included \$3.5M for Natural Bridges gap financing, \$1.24M for Chanticleer pre-development expenses, and \$8M for Section 115 Trust for unfunded pension liability.

- d. Increase agency capacity to facilitate development activities through issuing a Request for Qualifications for consulting services and/or establishing a Development Director position within the Housing Authority.

In July 2024, the Housing Authority established a new Development Director position and has completed recruitment. The new Development Director, Suzi Merriam, started at the Housing Authority on Monday, October 21. Prior to joining our team as our Development Director, Suzi was the Community Development Director for the City of Watsonville, which included oversight of four divisions: planning, building, code enforcement, and housing.

- e. Issue a Request for Proposals or other procurement to enter a co-development partnership with existing affordable housing developers to develop new affordable housing and obtain Low Income Housing Tax Credit (LIHTC) experience required to apply for future tax credits for our own projects.

In August 2024, the Housing Authority issued a Request for Qualifications (RFQ) to enter a co-development partnership with existing affordable housing developers to develop new affordable housing and obtain the Low Income Housing Tax Credit

(LIHTC) experience required to apply for future tax credits for our own projects. This RFQ has the potential to assist us in identifying new development projects and other related opportunities, while also working with a partner to leverage their LIHTC experience. Several qualified housing developers have contacted the Housing Authority to express interest in entering into a joint development agreement, and two developers have formally submitted proposals which are under review. The RFQ has been updated to include an addendum to list the 2021 – 2031 Chanticleer Avenue property as a project for interested developers to submit proposals for a joint development partnership.

3. Expand Programs and Services: *(The following Resident Services Plan was established with the goal of implementing the plan over a two-year period, from 7/1/2024 – 6/30/2026. As of the date of this update, we are less than one year into the implementation of the two-year plan.)*

- a. Develop and implement two-year plan for expansion of New Horizons Programs and Services.

Youth – Services targeted primarily to school age children and young adults.

Service	Progress Report
Summer Enrichment Activities (New)	Summer enrichment activity program for school age children ages 5 – 17 residing in households receiving Housing Authority assistance. During Q3, The Housing Authority executed a three-way MOU with County Parks Department and County Parks Friends. This MOU allocates funding to County Parks Friends Access Grant Scholarships that cover program registration fees and related costs of up to \$500 per child for the 2025 summer programs. The application period opened on February 21 and closed on March 24 with a total of 192 households deemed eligible to receive assistance. 54 of the 192 (or 28%) applicant households were verified as housing authority participants. The additional funding provided by New Horizons not only provides cost free summer camp opportunities for Housing Authority participants but expands funding availability and program capacity to serve more low income households throughout the county. Registration for Summer Camps began on April 1 <sup>st</sup> .
Tutoring Program (New)	Tutoring program for school age children ages 5 – 17 residing in households receiving Housing Authority assistance. New Horizons released and RFP for Tutoring Services in January that closed on March 13. Proposals are currently under review.

Backpacks and School Supplies (New)	Program to offer backpacks and school supplies to school age children ages 5 – 17 residing in units owned or managed by the Housing Authority. New Horizons has initiated conversations with both the County Office of Education and the United Way with the intent of expanding eligibility for the Stuff the Bus campaign to all school age children living in Housing Authority assisted households. This program is expected to kick off in August 2025 with backpacks and school supplies being distributed for the 2025-2026 school-year.
Scholarship Program	The New Horizons 24/25 Scholarship program awarded 94 scholarships to Housing Authority program participants for a total of \$96,000 awarded. The Housing Authority hosted an award ceremony in August at Cabrillo College to honor the scholarship recipients. New Horizons has marketed and announced the opening of this current year scholarship program with an application due on May 31. New Horizons has allocated \$100,000 for the 25/26 scholarship year and plans to announce awards in July.

Families - Services targeted towards both families and individuals that do not fall into either the senior or youth services categories. Additionally, family services include services that may be widely subscribed to by all three groups.

Service	Description
Workforce Development (New)	Program to offer workforce development and employment services such as resume development, job search and career development services to adults in households receiving Housing Authority assistance. New Horizons released and RFP for Workforce Development Services in January that closed on March 13. Proposals are currently under review.
Financial Workshops and Coaching (New)	Program to offer financial literacy, financial coaching and/or asset building services to adults in households receiving Housing Authority assistance. New Horizons released and RFP for Financial Workshops and Coaching Services in January that closed on March 13. Proposals are currently under review.
Conflict Resolution Mediation Services	During Q3, The Housing Authority executed a one-year contract extension with the Conflict Resolution Center and is continuing to promote housing mediation services to both participants and landlords. Between July 1 <sup>st</sup> , 2024 and April 1 <sup>st</sup> of 2025, the Conflict Resolution Center (CRC) received 20 Housing Authority referrals and opened 18 cases. The CRC resolved 13 housing cases through mediation that resolved issues pertaining to notices to vacate, back-due rent/utilities and landlord tenant disputes. The remaining cases were resolved by providing participants and landlords information and resources that

	resolved the case without engaging in a formal mediation. As of April 1, one case remained open.
Tenant's Rights and Fair Housing Workshops	The Housing Authority is organizing an in-person Housing Discrimination Forum on May 21 in recognition of the Affordable Housing Month. The event will focus on raising awareness and educating tenants about housing-related discrimination. The venue is currently being finalized and will be announced once confirmed. The forum will be promoted to all program participants to encourage broad attendance.
Transportation	The Housing Authority is currently partnering with Santa Cruz METRO to offer transit passes to residents of Housing Authority owned and controlled properties. In June of 2024, the Housing Authority renegotiated a more favorable fee structure that reflected subscription numbers. The program is currently providing 40 passes to residents.

Service	Description																																								
Cruzio High Speed Internet	<p>160 Housing Authority owned units now have the option to receive free high speed internet through the Equal Access Program with 125 units being active users. The Housing Authority and Cruzio are continuing to promote the Equal Access Program and to increase adoption rates.</p> <table><tr><th colspan="4">Connected Properties</th></tr><tr><th><u>Property</u></th><th><u>Units</u></th><th><u>Subscribed</u></th><th><u>Utilization Rate</u></th></tr><tr><td>30th</td><td>19</td><td>12</td><td>63%</td></tr><tr><td>Portola Dr.</td><td>24</td><td>12</td><td>50%</td></tr><tr><td>Crestview</td><td>16</td><td>10</td><td>63%</td></tr><tr><td>Arista Ct.</td><td>16</td><td>13</td><td>81%</td></tr><tr><td>Arista Ln.</td><td>15</td><td>14</td><td>93%</td></tr><tr><td>Casa Pajaro</td><td>34</td><td>30</td><td>88%</td></tr><tr><td>Tierra Alta</td><td>36</td><td>36</td><td>100%</td></tr><tr><td><b>Total</b></td><td><b>160</b></td><td><b>127</b></td><td><b>79.38%</b></td></tr></table> <p>The Housing Authority has partnered with Cruzio to apply for the California Advanced Services Fund Public Housing Account. Grant applications were submitted in December 2024. If awarded, this would expand free broadband access to an additional 96 households across seven Housing Authority owned sites. If awarded, site work to begin connecting units would begin during Summer 2025 and would provide funding for free broadband access to residents for up to five years. As of April, this application was under review by the California Public Utilities Commission, the grant program administrator.</p>	Connected Properties				<u>Property</u>	<u>Units</u>	<u>Subscribed</u>	<u>Utilization Rate</u>	30th	19	12	63%	Portola Dr.	24	12	50%	Crestview	16	10	63%	Arista Ct.	16	13	81%	Arista Ln.	15	14	93%	Casa Pajaro	34	30	88%	Tierra Alta	36	36	100%	<b>Total</b>	<b>160</b>	<b>127</b>	<b>79.38%</b>
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<b>Properties Pending Award</b>	
<b><u>Property</u></b>	<b><u>Units</u></b>
Broadway	5
Grandview	15
17th	14
Blackburn	14
Monte Bello	16
310 Clifford	16
308 Clifford	16
<b>Total</b>	<b>96</b>

Seniors – Services targeted primarily to individuals age 62 and above.

<b>Service</b>	<b>Description</b>
Senior Support Services (New)	Program to offer senior support services such as case management and assistance in access to public benefits, Medicare and in home support services to seniors in Housing Authority owned or managed properties. New Horizons released and RFP for Senior Support Services in January that closed on March 13. Proposals are currently under review.
Senior Services Fair (New)	In February, the Housing Authority hosted its first-ever Senior Fair at the London Community Center in Santa Cruz. The event brought together 16 organizations and welcomed 130 senior attendees. Participants had the chance to connect face-to-face with local service providers, enjoy games, and indulge in snacks and refreshments. This event received positive reviews from both community partners and senior participants.
Additional Activities	On February 6, the Housing Authority hosted a virtual landlord workshop via Zoom. Presentations were delivered by the Housing Authority, the California Earthquake Authority, and the law firm Kimball, Tirey & St. John. The event drew 154 participants and received positive feedback. The Housing Authority plans to host another virtual landlord workshop in June.

- b. Implement Year Two of MTW Asset Building Program and Participate in Evaluation of Program Outcomes.

Since the launch of the Savings for YOU program in March 2024, 52 participants have been actively receiving deposits aimed at encouraging savings and building economic mobility. Each participant received an initial deposit of \$120, followed by \$100 monthly deposits for 23 consecutive months, leading to a total of \$2,420 by the program's end in February 2026. This program, designed to test asset-building

initiatives for assisted households, seeks to increase bank account ownership, promote savings growth, and strengthen household stability. In addition to the direct deposits, the Housing Authority has partnered with Ventures, a local organization specializing in financial education, to provide financial literacy services. These workshops, which began in June 2024 and will run through August 2025, cover topics like budgeting, banking, managing credit and debt, and understanding credit scores. To ensure maximum engagement, staff have initiated robust outreach activities, encouraging participants to take full advantage of these financial literacy opportunities.

The Housing Authority hosted a site visit from MEF Associates, HUD's designated evaluator for the program. MEF Associates are assessing the program's effectiveness for all agencies participating in the Asset Building cohort of the MTW Expansion. The evaluation results are expected to be available in 2026, following completion of the first two years of asset building program activities.

#### 4. Improve Agency and Program Management:

- a. Complete Update and Verification of Continued Interest of Waiting List Applicants, and develop plan for re-opening Waiting List.

Housing Authority staff have completed the update and verification of continued interest of existing waiting lists. As a result, the existing waiting list is much smaller, and staff recommend opening the waiting list in 2025. Staff have discussed various waiting list models with the Board of Commissioners. Staff are planning to utilize a standard waiting list opening approach by opening the list for a finite duration, and conducting a random lottery to sequence the list.

- b. Implementation of Equity Report Card and Action Plan Goals.

A complete report on the progress towards the 2024 / 2025 Equity Report Card and Action Plan goals will be provided to the Board in June 2025.

**RECOMMENDATION:** Receive report

## AGENDA ITEM SUMMARY

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**MEETING DATE:** April 23, 2025

**ITEM NUMBER:** 3C

**FROM:** Executive Director

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**SUBJECT:** Housing Authority Project Based Voucher Program – Quarter 3 Report

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**RECOMMENDATION:** Receive Report

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### BACKGROUND SUMMARY:

At the February Board of Commissioners meeting, the Board directed staff to begin providing quarterly reports on the Project Based Voucher (PBV) program, including information about the number of projects in various stages of the PBV pipeline, as well as projects that are completed under Housing Assistance Payment (HAP) contract. The first of these quarterly reports is attached. The report includes key milestones, deadlines, and details about each project.

The report on PBV projects is separated into three key phases, with a separate table for each phase.

1. **Conditional Award of Vouchers:** The first table includes a list of projects that have been conditionally awarded vouchers. These projects have not yet executed an Agreement to Enter into a HAP Contract (AHAP). The report for these projects will include the date of conditional award, deadline for execution of the AHAP, any extensions to the AHAP deadline the project has requested or received pursuant to the Housing Authority's PBV Rescission policy. The report will also include the status of the Environmental Review (ER) and Subsidy Layering Review (SLR), which are required prior to execution of the AHAP.
2. **Projects under an AHAP:** The second table lists projects for which an Agreement to Enter into a HAP Contract (AHAP) contract is in place and the project is either actively under construction or construction is paused due to a funding gap. The report on projects under an AHAP includes the date of conditional award and, from the AHAP itself, the date of AHAP execution, date of commencement of work, and date for completion of the work. The report will include dates(s) of any AHAP amendments previously executed to extend the deadline for completion of the work.
3. **Projects Under a HAP Contract:** The final table lists completed projects, for which a Housing Assistance Payments (HAP) contract is in place and the project is either fully occupied or in the process of initial lease-up. The report on projects under a HAP includes the date the HAP contract was entered into, and the term of the HAP contract.

**RECOMMENDATION:** Receive Report

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ



**1. Projects with Conditional Awards (Not Under an AHAP)**

<b>Project Number</b>	<b>Project Name</b>	<b>Address</b>	<b>Original Conditional Award Date</b>	<b>Total Number of Units</b>	<b>Number of PBVs</b>	<b>Deadline to Execute AHAP</b>	<b>AHAP Deadline Extension Request #1</b>	<b>AHAP Deadline Extension Request #2</b>	<b>National Environmental Policy Act (NEPA) Status</b>	<b>Subsidy Layering Review (SLR) Status</b>
1	831 Water Street	831 Water Street, Santa Cruz CA 95060	6/29/2021	140	64	6/29/2023	Under review by staff – submitted by owner 04/09	N/A	Clearance received - 1/7/2025	In progress
2	West of Fairview	Mimosa Street & Union Road, Hollister CA 95023	3/3/2023	100	40	3/2/2025	Approved – extension through 09/02/2025	N/A	Clearance received - 4/8/2024	Pending submission
3	Downtown Library	119 Lincoln Street, Santa Cruz, CA 95060	3/3/2023	124	31	3/2/2025	Pending submission of extension request	N/A	Clearance received - 1/7/2025	Certification received – 02/26/2024
4	Westside Village	850 Almar Avenue, Santa Cruz, CA 95060	1/29/2024	42	25	1/28/2026	N/A	N/A	Clearance received - 3/21/2025	Pending submission
5	Baler Place	340 Bridgevale Dr, Hollister, CA 92117	2/7/2024	54	25	2/6/2026	N/A	N/A	In progress	Pending submission
6	Capitola Manor	1098 38th Ave, Capitola, CA 95010	2/9/2024	52	25	2/8/2026	N/A	N/A	Clearance received – 09/03/2024	Pending submission

7	Beverly Gardens	4408 & 4444 Scotts Valley Drive, Scotts Valley, CA 95066	3/26/2024	25	24	3/26/2026	N/A	N/A	In progress	Pending submission
8	Pinnacle Pass	75 Mount Hermon Rd, Scotts Valley, CA 95066	4/30/2024	40	25	4/30/2026	N/A	N/A	In progress	Pending submission
9	Banana Belt Apartments	917, 919, 923 Water Street, Santa Cruz, CA 95062	5/23/2024	60	25	5/23/2026	N/A	N/A	In progress	Pending submission
10	4575 Scotts Valley Drive	4575 Scotts Valley Drive, Scotts Valley, CA 95066	6/20/2024	100	40	6/20/2026	N/A	N/A	In progress	Pending submission
11	150 Felker Street	150 Felker St, Santa Cruz, CA 95060	8/14/2024	44	24	8/14/2026	N/A	N/A	In progress	Pending submission
12	525 Water Street	525 Water Street, Santa Cruz, CA 95060	8/14/2024	90	33	8/14/2026	N/A	N/A	In progress	Pending submission
13	41st & Soquel	2755 & 1831 41st Ave, Soquel, CA 95073	8/14/2024	289	91	8/14/2026	N/A	N/A	Clearance received – 09/30/2024	Pending submission
14	Watsonville Metro	475 Rodriguez St, Watsonville, CA 95076	8/14/2024	61	20	8/14/2026	N/A	N/A	In progress	Pending submission

15	136 River Street	136 River Street, Santa Cruz, CA 95060	1/16/2025	51	20	1/16/2027	N/A	N/A	In progress	Pending submission
<b>TOTAL</b>				1,272	512					

## 2. Projects Under an AHAP

Project Number	Project Name	Address	Total Number of Units	Number of PBVs	AHAP Effective Date	Expectation for Construction Commencement	Expectation for Construction Completion	Construction Status
1	Park Haven Plaza	2840 Park Avenue, Soquel CA 95073	36	35	10/18/2022	10/23/2022	03/01/2025	Inactive due to funding gap
2	Veterans Village	8705 Hwy 9, Ben Lomond, CA 95005 CA	20	15	12/21/2022	06/01/2024	10/25/2025	Inactive due to funding gap
3	Pacific Station North	902, 912, and 920 Pacific Avenue and 423 Front Street, Santa Cruz, CA 95060	128	51	02/202/2024	05/20/2024	12/31/2026	Active
4	Harvey West Studios	119 Coral Street, Santa Cruz, CA 95060	121	60 (and 20 Shelter Plus Care)	05/15/2024	05/01/2026	11/16/2026	Active
5	The Bluffs at 44th	4401 Capitola Road, Capitola CA 95010	36	25	03/05/2025	04/01/2024	05/02/2026	Active
TOTAL			341	186 (208 w/ Shelter Plus Care)				

### 3. Projects Under a HAP Contract

Project Number	Project Name	Address	Total Number of Units	Number of PBVs	HAP Contract Effective Date	HAP Contract Expiration Date
1	El Centro	1110 Pacific Ave, Santa Cruz, CA 95060	45	44	11/1/2014	10/31/2029
2	Emerald Hill Apartments	101 & 102 Civic Center Drive, Scotts Valley, CA 95066	46	7	12/1/2014	11/30/2029
3	San Andreas	295 San Andreas Road, Watsonville, CA 95076	43	4	1/1/2015	12/31/2029
4	Resetar Residential Hotel	15 W. Lake Ave, Watsonville, CA 95076	78	52	6/23/2015	5/31/2030
5	St. Stephens Senior Housing	2510 Soquel Avenue, Santa Cruz, CA 95062	40	39	5/24/2017	4/30/2032
6	Pippin Orchards Apartments	56 Atkinson Lane, Watsonville, CA 95076	41	31	11/15/2018	10/31/2033
7	Water Street Apartments	708 Water St, Santa Cruz, CA 95060	41	33	9/19/2019	8/31/2034
8	Sunrise Senior Apartments	580 Westside Blvd, Hollister, CA 95023	49	48	12/11/2019	12/11/2034
9	Pajaro Valley Shelter Services	110 Kearney Street, 112 Kearney Street, 561 Rodriguez Street, 62 Arista Lane, Watsonville, CA 95076	4	4	6/17/2020	5/31/2035
10	La Playa	216 Leibrandt Ave, Santa Cruz, CA 95060	8	2	5/1/2018	4/30/2038
11	Sycamore Commons	125 Sycamore St, Santa Cruz, CA 95060	60	13	5/1/2018	4/30/2038
12	Woodland Senior Apartments	3050 Dover Dr, Santa Cruz, CA 95065	68	27	3/16/2020	2/29/2040
13	Jardines Del Valle	76 Murphy's Crossing Rd, Watsonville, CA 95076	18	5	3/18/2020	2/29/2040
14	Villas Del Paraiso	340A Pariso Drive, Watsonville, CA 95076	51	15	3/18/2020	2/29/2040
15	Merrill Road Apartments	3201 Merrill Rd, Aptos, CA 95003	15	15	7/1/2023	6/30/2043
16	Bienestar Plaza	1520 - 1550 Capitola Rd, Santa Cruz, CA 95062	65	40	11/13/2023	10/31/2043

17	Tabasa Gardens	1482 Freedom Blvd, Watsonville, CA 95076	53	37	3/26/2024	2/29/2044
18	Cedar Street Family Apartments	538 Cedar Street, Santa Cruz CA 95060	65	8	4/22/2024	3/31/2044
19	LIPH PBVs	Various	234	220	5/1/2024	4/30/2044
20	Pacific Station South	818 Pacific Ave, Santa Cruz, CA 95060	70	47	11/13/2024	11/30/2044
21	Cienega Heights	1515, 1615, 1715 Brewington Ave, Watsonville, CA 95076	80	37	11/18/2024	11/30/2044
22	Sparrow Terrace	139 and 141 Miles Lane, Watsonville CA 95076	72	43	12/20/2024	12/31/2044
23	Natural Bridges Apartments	415 Natural Bridges Drive, Santa Cruz CA 95060	20	20	1/7/2025	1/31/2045
24	Tierra Alta	101 - 114 Tierra Alta Drive, Watsonville, CA 95076	36	33	2/1/2025	2/28/2045
25	Jessie Street	316 Jessie Street, Santa Cruz CA 95060	50	48	3/28/2025	3/31/2045
<b>TOTAL</b>			1,352	872		

## AGENDA ITEM SUMMARY

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**MEETING DATE:** April 23, 2025

**ITEM NUMBER:** 3D

**FROM:** Executive Director

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**SUBJECT:** Personnel Policies

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**RECOMMENDATION:** Approve Revisions to Personnel Policies

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### BACKGROUND SUMMARY:

The Authority periodically updates its Personnel Policies to ensure they remain consistent with current laws, regulations, and best practices. The most recent comprehensive update to the Personnel Policies was adopted by the Board of Commissioners in May 2024.

Since then, minor revisions to the Conflict of Interest Section of the Personnel Policies have been recommended by legal counsel.

These changes include:

- Updating the citation to the applicable section of the Government Code;
- Clarifying the definition of "immediate family member"; and
- Providing additional guidance related to the Statement of Economic Interests (Form 700), including identifying the specific positions required to file.

These recommended edits have been incorporated into a redline copy of a draft revision to the Personnel Policies. The Conflict of Interest Section can be found on pages 19 – 21 of the attached draft. Staff recommends approval of these minor updates as part of the ongoing effort to maintain clear, accurate, and legally compliant personnel policies.

**RECOMMENDATION:** Approve Revisions to Personnel Policies



**2160 41<sup>ST</sup> AVE, CAPITOLA CA 95010**

**PERSONNEL POLICIES AND PROCEDURES**

Revised ~~May 2024~~  
April 11, 2025

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**PERSONNEL POLICIES AND PROCEDURES**  
**HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ**

**I. STATEMENT OF AUTHORITY AND BASIC PRINCIPLES**

The Board of Commissioners of the Housing Authority of the County of Santa Cruz (the "Authority"), in adopting these Personnel Policies and Procedures (also referred to as the "Personnel Policies") delegates the responsibility for its administration to the Executive Director, and charges the Executive Director to employ, assign and manage all personnel of the Authority on the basis of qualification and ability without regard to any legally protected characteristics.

These personnel policies and procedures are designed to afford each employee a clear summary of employment rights, benefits, conditions and responsibilities. It is further the desire of the Authority to provide the staff with working conditions conducive to individual satisfaction and achievement of the Authority's goals.

Copies of the Personnel Policies and Procedures of the Authority will be distributed to all employees and be available to them at each regular worksite. If an employee is unable to read and understand these Personnel Policies and Procedures in the English language and upon their request, the Authority will provide a translated version. Upon request, the Authority will also make a good faith effort to provide such assistance with regard to job descriptions, assignments, and disciplinary and/or grievance procedures.

None of our personnel documents and benefit plans, including these Personnel Policies, constitutes, or is intended to constitute, an express or implied contract guaranteeing continued employment for any employee.

Not all of the Authority's policies and procedures are set forth in these Personnel Policies. If an employee has any questions or concerns about these Personnel Policies or any other policy or procedure, please ask your supervisor or Human Resources.

Nothing in these Personnel Policies or in any other document or policy is intended to violate or supersede any local, state or federal law. Nothing in these Personnel Policies or in any other document or policy is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act (NLRA). Furthermore, nothing in these Personnel Policies prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB") or any other federal, state or local agency charged with the enforcement of any laws.

**A. Applicability**

Unless indicated otherwise, the Personnel Policies and Procedures shall apply to all Authority employees except the Executive Director.

**B. Merit Principles**

In order to assure a high quality of public service, personnel administration shall be guided by these merit employment principles:

1. Recruiting, selecting, and advancing employees on the basis of their relative ability, knowledge and skills;
2. Providing equitable compensation through a system of position classification;
3. Retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance is not corrected;
4. Assuring ethical treatment of applicants and employees in all aspects of personnel administration without regard to legally protected characteristics; and
5. Assuring that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the results of an election or a nomination for office.

**C. Equal Employment Opportunity/Non-Discrimination**

The Authority is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination against any applicant or employee, individuals providing services in the workplace pursuant to a contract, unpaid interns and volunteers based on their actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, Civil Air Patrol status, military and veteran status and any other consideration protected by federal, state or local law (collectively referred to as "protected characteristics").

For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States, as well as discrimination based upon any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. An employee's or applicant for employment's immigration status will not be considered for any employment purpose except as necessary to comply with federal, state or local law.

The Authority allows employees to self-identify their gender, name and/or pronoun, including gender-neutral pronouns. The Authority will use an employee's gender or legal name as indicated on a government-issued identification document, only as necessary to meet an obligation mandated by law. Otherwise, the Authority will identify the employee in accordance with the employee's current gender identity and preferred name.

The Authority will not tolerate discrimination or harassment based upon these protected characteristics or any other characteristic protected by applicable federal, state or local law. The Authority also does not retaliate or otherwise discriminate against applicants or employees who request a reasonable accommodation for reasons related to disability or religion. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee, including supervisors and co-workers.

## **D. Unlawful Harassment**

The Authority is committed to providing a work environment free of harassment based on any legally protected characteristic. As a result, we maintain a strict policy prohibiting sexual harassment and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns or volunteers based on any legally-recognized basis, including, but not limited to, their actual or perceived race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, immigration status or any other consideration protected by federal, state or local law.

For purposes of this policy, discrimination on the basis of "national origin" also includes harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States and based on any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. All such harassment is prohibited.

This policy applies to all persons involved in our operations, including coworkers, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other third party interacting with the Authority ("third parties") and prohibits proscribed harassing conduct by any employee or third party of the Authority, including nonsupervisory employees, supervisors and managers. If such harassment occurs on the Authority's premises or is directed toward an employee or a third party interacting with the Authority, the procedures in this policy should be followed.

### **1. Sexual Harassment Defined**

Sexual Harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment includes various forms of offensive behavior based on sex and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.



- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- Physical conduct: touching, assault, impeding or blocking movements.
- Retaliation for making harassment reports or threatening to report harassment.

This policy also protects employees from harassment by vendors or clients. If harassment occurs on the job by someone not employed by the Authority, the procedures in this policy should be followed.

This prohibitions and protections of this policy apply to all people, regardless of gender, sexual orientation or gender expression.

## **2. Other Types of Harassment**

Prohibited harassment on the basis of the legally protected characteristics set forth above and includes behavior similar to sexual harassment such as:

- Verbal conduct including threats, epithets, derogatory comments or slurs.
- Visual conduct including derogatory posters, photography, cartoons, drawings, websites, emails, text messages or gestures.
- Physical conduct including assault, unwanted touching or blocking normal movement.
- Retaliation for making harassment reports or threatening to report harassment.

## **3. Abusive Conduct Prevention**

It is expected that the Authority and persons in the workplace perform their jobs productively as assigned, and in a manner that meets all of management's expectations, during working times, and that they refrain from any malicious, patently offensive or abusive conduct including but not limited to conduct that a reasonable person would find offensive based on any of the protected characteristics described above. Examples of abusive conduct include repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the intentional sabotage or undermining of a person's work performance.

## **4. Complaint Procedure**

Any employee who believes that he or she has been harassed or discriminated against by a coworker, supervisor, agent, client, vendor or customer of the Authority, or any other third party interacting with the Authority or any individual who is aware of the harassment, discrimination, retaliation or abusive conduct directed toward others, should immediately provide a written or verbal report to their supervisor, any other

member of management, or the Human Resources Director at 2160 41st Ave, Capitola CA 95010 to report such incidents. The Authority will endeavor to protect the privacy and confidentiality of all parties involved to the extent possible, consistent with a thorough investigation.

Supervisors and managers who receive complaints of misconduct must immediately report such complaints to the Human Resources Director who will attempt to resolve issues internally.

After a report has been received, a fair, timely, thorough and objective investigation by management will be undertaken that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The investigation will be completed and a determination made and communicated to you as soon as practical. The Authority expects that all employees fully cooperate with any investigation conducted by the Authority.

If we determine that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any future harassment or discrimination. If a complaint of harassment or discrimination is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

## **5. Protection Against Retaliation**

Retaliation is prohibited against any person by another employee or by the Authority for using this complaint procedure, reporting harassment, or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Report any retaliation to your department head, the Executive Director or Human Resources Director. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

## **6. Liability for Unlawful Harassment**

Any person who is found to have engaged in unlawful harassment is subject to disciplinary action up to and including discharge from employment. A person who engages in harassment may be held personally liable for monetary damages.

The Authority does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, the Authority reserves the right not to provide a defense or pay damages assessed against an employee for conduct in violation of this policy.

## **7. Additional Enforcement Information**

In addition to the Authority's internal complaint procedure, employees should also be aware that the California Department of Fair Employment and Housing (DFEH) and the federal Equal Employment Opportunity Commission (EEOC) investigate and prosecute complaints of harassment, discrimination and retaliation in employment. Employees who believe that they have suffered unlawful discrimination, harassment, or retaliation may file a complaint with either of these agencies. The EEOC and DFEH serve as neutral fact finders and attempt to help the parties to resolve disputes voluntarily. For more information, contact the Human Resources Director or the nearest office of the DFEH or EEOC, as listed on the internet or in the telephone directory.

## **E. Disability Accommodation**

To comply with applicable laws ensuring equal employment opportunities to individuals with disabilities, the Authority will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Any applicant or employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact Human Resources and request such an accommodation. The individual with the disability should specify in writing what barriers or limitations make it difficult for them to perform the job. The Authority will engage in the interactive process to determine the nature of the issue and what if any reasonable accommodations may be appropriate. The Authority will conduct an investigation regarding these barriers or limitations and will then identify possible accommodations, if any, that will help to eliminate the barrier(s) or limitation(s).

In some cases, this interactive process may be triggered without a request from the employee, such as when the Authority receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform their essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Authority will evaluate information obtained from the employee, and possibly their health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s).

If the accommodation is reasonable and will not impose an undue hardship on the Authority and/or a direct threat to the health and/or safety of the individual or others, the Authority will make the accommodation. The Authority may also propose alternative accommodation. The individual is required to fully cooperate with the Authority in seeking and evaluating alternatives and accommodations. The Authority may require medical verification of both the disability and the need for accommodation. The Authority will also consider requests for reasonable accommodations for medical conditions related to pregnancy and childbirth where supported by medical documentation.

Employees who wish to request an unpaid leave of absence or who wish to extend a current leave of absence because of a qualifying disability should speak to the Human Resources Department regarding proposed accommodations.

The Authority will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

## **F. Religious Accommodation**

The Authority will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the Authority.

The Authority has developed an accommodation process to assist employees, management, and Human Resources. Through this process, the Authority establishes a system of open communication between employees and the Authority to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests. Any employee who perceives a conflict

between job requirements and religious belief, observance, or practice should bring the conflict and their request for accommodation to the attention of Human Resources to initiate the accommodation process. The Authority requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

The Authority will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

#### **G. Accommodation for Adult Literacy Programs**

The Authority provides reasonable accommodation and assistance to an employee who reveals a literacy problem and requests assistance to enroll in an adult literacy education program unless doing so will result in an undue hardship to the Authority's business operations. Examples of assistance include providing employees with the location of local literacy programs and arranging for jobsite visits by literacy education providers.

Employees who wish to self-identify as an individual with a literacy problem and request an accommodation should contact Human Resources. The Authority will take reasonable steps to safeguard the privacy of any employee who self-identifies. In addition, employees who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While the Authority encourages employees to improve their literacy skills, the Authority will not reimburse employees for the costs incurred in attending a literacy program. Time off to attend literacy programs may be provided as a reasonable accommodation unless doing so will result in an undue hardship. However, if time off is provided, the time off may be unpaid. If time off is unpaid, employees wishing to take such leave may utilize their existing vacation time or other accrued paid time off.

#### **H. Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking**

The Authority will make reasonable accommodations for any employee who reports that he or she is the victim of domestic violence, sexual assault or stalking and requests that the Authority accommodate their safety while at work, unless providing the accommodation will impose an undue hardship on the Authority's business operations or violates the Authority's duty to provide a safe and healthy working environment for all employees.

Reasonable accommodations may include, but are not limited to: a transfer; reassignment; modified work schedule; change in work telephone number; change in work station; installed lock; assistance in documenting domestic violence, sexual assault or stalking that occurs at the workplace; safety procedures; or other adjustment to a job structure, workplace facility or work requirement in response to a domestic violence, sexual assault or stalking or referral to a victim assistance organization.

Employees may also be entitled to a leave of absence under the Authority's Domestic Violence, Sexual Assault or Stalking Victim Leave policy and should consult that policy and/or Human Resources for additional information.

The Authority may request that an employee provide a written statement signed by the employee (or an individual acting on behalf of the employee) certifying that the requested accommodation is for the employee's safety while at work. The Authority may also require an employee to provide a certification, such as police report, court order or documentation from a medical professional, that the employee is the victim of domestic violence, sexual assault or stalking and may request recertification every six months.

Employees must notify the Authority if their needs change or if they no longer need an accommodation.

The Authority will keep all information submitted in connection with an employee's request for an accommodation confidential to the extent permissible by law. If the law requires disclosure of information, the Authority will notify the employee before any information is released.

The Authority will not discriminate, harass or retaliate against any employee because the individual is, or is perceived to be, a victim of domestic violence, sexual assault or stalking or requests a reasonable accommodation in accordance with this policy.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Human Resources.

## **I. Accommodation for Drug or Alcohol Treatment or Rehabilitation**

The Authority will attempt to reasonably accommodate employees with chemical dependencies (drugs or alcohol), if they voluntarily wish to seek treatment and/or rehabilitation, unless the accommodation imposes an undue hardship on the Authority's business operations. The Authority's support for treatment and rehabilitation does not obligate the Authority to hire or employ any person who violates the Authority's drug and alcohol abuse policy or who, because of current use of drugs or alcohol, is unable to perform their duties or cannot perform the duties in a manner that would not endanger their health or safety or the health or safety of others.

The Authority will keep all information submitted in connection with an employee's enrollment in a drug or alcohol rehabilitation program confidential to the extent permissible by law. Time off for these purposes is unpaid. However, employees wishing to take such leave may utilize their sick leave or accrued paid time off, if applicable.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Human Resources.

## **J. Use of Employer Owned and Supplied Equipment**

Employees have no right to privacy when using Agency-provided equipment or supplies. Employees should be aware that the following guidelines limit their privacy in the workplace.

### **1. Management's Right to Access Information**

The electronic mail system and internet access has been installed by the Authority to facilitate business communications and work-related research. Although each employee has an individual password to access this system, it belongs to the Authority and the contents of e-mail communications are accessible at all times by Authority management for any business purpose. These systems may be subject to periodic unannounced inspections, and should be treated like other shared filing systems. All system passwords and encryption keys must be made available to management upon request. An employee may not use passwords that are unavailable to their supervisor or install encryption programs without turning over encryption keys to their supervisor.

All e-mail messages are Authority records. The contents of any e-mail may be disclosed by management within the Authority without employee permission. The employee should not assume that messages are confidential. Back-up copies of e-mail may be maintained and referenced for business and legal reasons.

### **2. Business Use**

Internet services are primarily for business use in the course of employees' assigned duties. Incidental and occasional personal use of internet services is permitted during working time, though the Authority

reserves the right to monitor and limit all internet access. Personal use should take place outside working time where possible. All materials, information and software created, transmitted, downloaded or stored on the Authority's computer system are the property of the Authority and may be accessed only by authorized personnel.

### **3. Personal Use of Email**

Because the Authority provides the electronic mail system to assist employees in the performance of the job, it is to be used primarily for official Authority business. The Authority reserves the right to access and disclose as necessary for any business reason all messages sent over its email system, without regard to content. Additionally, employees should be aware that all email messages may be subject to public records requests.

Since employees' personal messages can be accessed by Authority management without prior notice, they should not use e-mail to transmit any messages the employee would not want read by a third party. For example, staff should understand if they use the Authority's e-mail for gossip, or personal information about self or others, these messages are not private and could be disclosed or forwarded under circumstances likely to embarrass the sender. The Authority does conduct periodic audits of internal and external email use. If the Authority discovers a violation of this policy, the employee will be subject to disciplinary action up to and including dismissal.

### **4. Viruses**

To protect the Authority system, under no circumstances is staff to download attachments and files from persons or sites unknown to them. If unrecognized attachments and files appear in staff e-mail, check with Administration before downloading or clicking on the attachment. Do not enter unfamiliar web sites through the Authority internet access without authorization from Administration. Employees are prohibited from accessing third party email systems (Gmail, Yahoo mail, Hotmail, etc.) on Authority computers.

### **5. Prohibited Content of E-Mail and Internet Communications**

Employees may not use the Authority's e-mail system or the internet access in any way that may be seen as harassing, discriminatory, obscene, violent or threatening in violation of the Authority's policies. Examples of prohibited use include sexually-explicit messages, cartoons, images or jokes; unwelcome propositions or love letters; ethnic or racial slurs; or any other messages, images or jokes that can be construed to be harassment of or discrimination against others based on their sex, race, ancestry, sexual orientation, age, national origin, citizenship, disability, religious or political beliefs or any category protected by federal, state or local law. Any use of the Internet, e-mail or any other electronic resource to harass or discriminate is strictly prohibited by the Authority. Accessing any site that is sexually or racially offensive or discriminatory; displaying, downloading, or distributing any sexually explicit material; or transmitting any of the Authority's confidential or proprietary information or materials is forbidden. Employees may not use the Authority email system or internet access to enter, or participate in, any "chat rooms" or establish personal relationships except as approved by the Authority for business use such as Microsoft Teams. Employees may not utilize the agency e-mail for personal use.

### **6. Password and Encryption Key Security and Integrity**

Employees are prohibited from the unauthorized use of the passwords and encryption keys of other employees to gain access to the other employee's email messages.

## **7. Copyright restrictions, permission required**

Any software or other material downloaded into the Authority's computers may be used only in ways consistent with the licenses and copyrights of the vendors, authors or owners of the material. Prior written authorization from Administration is required before introducing any software into the Authority's computer system. Employees may not download entertainment software or games. If such software is detected on an employee's computer, it will be deleted and discipline may be imposed.

## **8. Authority Representation**

Only authorized employees may communicate on the Internet on behalf of the Authority. Employees may not express opinions or personal views that could be misconstrued as being those of the Authority. Employees may not state their affiliation with the Authority on the Internet unless required as part of their assigned duties. Internet access is limited to staff on an as needed basis. Internet traffic is audited regularly.

Violations of this policy: Any violation of this policy will result in disciplinary action, up to and including dismissal.

## **9. Use of Cell Phones**

Employees whose job responsibilities include regular or occasional driving and who are issued an Authority cellular telephone or use their personal cellular telephone for business-related work are expected to put safety first. Therefore, personal and Authority-supplied cellular telephones are not to be used while driving. If you receive a call on a cellular telephone while driving, you must pull over safely, park, and then either answer the telephone or return the call of the person who attempted to contact you. Further, if you need to make an Authority related cellular telephone call, you must also pull over safely, park and then call the person you need to reach. Under no circumstances may you use the cell phone while driving. Moreover, you may not send or review text messages while driving. This policy is in effect for your safety and the safety of others, as well as the safety of the Authority's property.

Employees should also be aware that driving while holding and operating a handheld wireless telephone or electronic wireless communications device is a violation of California law unless the device is specifically designed and configured to allow hands-free operation and is used in that manner while driving. Under California law, such handheld devices can only be operated while driving in a manner requiring use of the driver's hand if: the device is mounted on the vehicle's windshield or affixed to the dashboard or center console in a manner that does not hinder the driver's view of the road; and the driver uses their hand to activate or deactivate a feature of the device with a single swipe or tap of the driver's finger.

Employees who are charged with traffic violations, or cause accidents or injuries, resulting from their use of personal or Authority-issued cellular telephones while driving will be solely responsible for all liabilities, fines, etc., that result, to the extent permissible under the law.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued an Authority-provided cellular telephone for business use or who use their personal cellular telephone for business use, are also expected to abide by the provisions of this.

Employees who use a personal cell phone should be aware that any work-related text messages or other communications either sent or received are subject to the Authority's records retention policy. Employees who are required to use their personal electronic devices for work purposes will be reimbursed for this use in accordance with the law. If you believe you are entitled to reimbursement or additional reimbursement, please contact Human Resources to further discuss the issue.

## **K. Social Media**

Social media refers to blogs, chat rooms, forums and social networking sites such as Facebook, Twitter, LinkedIn, Pinterest, Instagram, Snapchat, Tumblr, and YouTube, among others. You have the right to engage in personal social media activities to express your thoughts or promote your ideas, as long as your activities are not performed on working time or by using our Communications System, and do not cause harm to others or conflict with our policies, business, goodwill or reputation.

If you engage in social media activities on your own time, you must comply with the following guidelines as a condition of employment with us:

- Do not disclose our confidential and proprietary information or trade secrets.
- Do not write or post harassing or offensive material in violation of law or our Agency policies.
- Do not unlawfully defame the Agency or our personnel, activities or competitors.
- Do not use or reproduce our logo, website link or other proprietary Authority information.
- When expressing your opinion or position, you must use your own name and Internet account, not the Authority's name or Internet account. Your comments or posts must be yours alone, and must not appear to be representative of or approved by the Authority.

Remember that you are responsible for your comments or posts on social media sites. You can be sued by the Authority, its personnel or by any third party if you post defamatory, proprietary, sexual harassing, libelous, or pornographic comments.

If you want to use social media to promote the Authority's activities, products or initiatives, you must obtain advance approval of the Executive Director.

You are not required to disclose your personal social media passwords or to grant management access to your private social media postings or the postings of any third parties. Your postings may be subject to disclosure by law or in the context of a workplace investigation. You should be aware that any content posted or published on the Internet is, by its very nature, subject to disclosure in any number of ways (including by third parties who have received or viewed your posts), and you do not have secure privacy rights with regard to your social media activity.

Nothing in this policy is intended to interfere with employees' rights protected by Section 7 of the National Labor Relations Act or other federal or state law to engage in concerted protected activity or to discuss the terms of their employment or working conditions with or on behalf of co-workers, or to bring such issues to the attention of management at any time. We will enforce this policy only to the extent necessary to protect our trade secrets, enforce our policies and protect the Authority's personnel and clients.

## **L. Political Activities**

All members, officers, and employees of the Authority shall be subject to the provisions of the federal Hatch Act (Title 5, United States Code, Section 1501 et. Seq.). No employee shall be a candidate for public office in a partisan election; use their official authority or influence for the purpose of interfering with or affecting the results of an election or a nomination for office; or directly or indirectly coerce contributions from subordinates in support of a political party or candidate. As private citizens, however, employees have the rights authorized under the Hatch Act, including the right to run for public office in a nonpartisan election and the right to contribute money to political organizations and attend political fundraising functions.



All members, officers and employees of the Authority are also subject to the provisions of California Government Code Section 54964, which prohibits the use of Authority funds or resources to support or oppose the approval or rejection of a ballot measure or the election or defeat of a candidate by the voters.

All members, officers and employees of the Authority are also subject to the provisions of California Government Code Sections 3204 et seq., which, among other things, prohibit the use of official positions to influence elections, solicitation of political contributions from other Authority employees, and the offer of additional employee compensation in exchange for political contributions.

#### **M. Ethics**

The successful operation and reputation of the Authority is built upon the principles of integrity and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance to the spirit and letter of all applicable laws and regulations, as well as scrupulous regard for the highest standards of conduct and personal integrity.

We will comply with all applicable laws and regulations and expect all directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed only with your department head, the Executive Director or Human Resources Director.

Compliance with this policy of business ethics and conduct is the responsibility of every employee. Disregarding or failing to comply with this standard of business ethics and conduct may lead to disciplinary action, up to and including termination of employment. Retaliation against any employee who raises any questions, concerns or complaints concerning the honesty and integrity of our operations is strictly prohibited. Similarly, retaliation is prohibited against any employee who provides accurate information to any law enforcement agency about the commission of any federal or state offense. Any employee who feels that he or she has been retaliated against or threatened with retaliation for these reasons should report the matter immediately to the Executive Director or Human Resources Director as a signed complaint or on an anonymous, confidential basis.

#### **N. No Solicitation/Distribution of Literature**

The Authority has established the following rules applicable to all employees and non-employees that govern solicitation, distribution of written material and access to Authority property:

- Employees may engage in solicitation activities only during non-working times. No employee may engage in solicitation during their working time or during the working time of the employee or the employees at whom such activity is directed;
- Employees may distribute or circulate any written or printed material only in non-work areas, during nonworking times. No employee may distribute or circulate any non-work related written or printed material in work areas at any time, or during their working time or during the working time of the employee or employees at whom such activity is directed;
- Non-employees are not permitted to solicit or to distribute written material for any purpose on Authority property; and
- Off-duty employees are not permitted in work areas.

Strict compliance with these rules is required.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for the Authority; it does not include break periods, meal periods, or periods in which an employee is not performing and is not scheduled to be performing services or work for the Authority.

## **O. Conflict of Interest**

Authority employees shall abide by the laws and regulations of the State of California, including the Political Reform Act ([California Government Code Section 8100 et seq.](#)) and [California](#) Government Code Section 1090, concerning activities that may create a conflict of interest and those federal conflict of interest provisions that become applicable as a result of federally funded projects.

1. It is the policy of the Authority that an Authority employee shall not engage in any employment, activity, or enterprise for compensation which creates an actual or potential or a perceived conflict with, or is inimical to their duties, functions or responsibilities of the Authority. Such employee shall not be involved in making, or participate in making, Authority decisions that may result in (1) a material impact on their or their immediate family member's personal financial position; or (2) preferential treatment to their friends or ~~relatives~~immediate family members. "immediate family members" includes parent, sibling, child, uncle, aunt, first cousin, nephew, niece, spouse, domestic partner, in-laws, stepfather, stepmother, stepchild, half-brother or half-sister, grandparents, grandchildren including step/half grandparents and step/half grandchildren.

An employee's outside employment activity (including but not limited to volunteer activity) and/or enterprise is prohibited if it (1) involves the use for private gain or advantage of Authority time, facilities, information, equipment and/or supplies, or the prestige or influence of their Authority office or employment; (2) involves receipt or acceptance of any money or other consideration from anyone other than the Authority for the performance of an act which is required or expected to be rendered in the regular duties or hours of employment as an Authority employee; (3) involves the performance of an act in other than their capacity as an Authority employee, which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee of the Authority; or, (4) conflicts with your work schedule or involves time or other demands that impair or have a detrimental effect on your work performance with the Authority; (5) conflicts with your duties and responsibilities or creates an actual conflict of interest or (6) requires you to conduct work or related activities on Authority property, during Authority working time or using Authority facilities and/or equipment. For purposes of this policy, self-employment is considered outside employment.

An employee and any of the employee's immediate family members may not be ~~an~~the owner of or have a financial interest in property under the Section 8 Housing Choice Voucher program (24 CFR 982.161) or Project-Based Voucher program (24 CFR 983.153(g)(2)).

For purposes of prevention actual, potential or perceived conflicts of interest, an employee and any of the employee's immediate family members ~~are~~is prohibited from having a personal or financial interest or benefiting from any project or contract funded by the Authority during the period of that person's employment and up to one year thereafter. Without the concurrence of the Authority, an employee and any of the employee's immediate family members is prohibited from accepting a contract for personal services from any entity doing business with the Agency-Authority during that person's employment and up to one year thereafter.

If an employee finds that ~~he or she~~they, or their immediate family member has, or is considering the assumption of, a financial interest or the employee is considering an outside relationship or employment which might involve a conflict of interest, or if the employee is in doubt as to the proper

application of this policy, he or she should promptly make all the facts known to the Executive Director or ~~Human Resources~~Administrative Services Director and refrain from any exercise of responsibility in any manner which might reasonably be considered to be affected by any adverse interest.

2. Statement of Economic Interests (Form 700) (California Government Code Section 87302).

a. The following positions in b. have been determined to be:

- (i) Responsible for the making of a decision (i.e., voting on a matter, approving the budget, adopting policy, making purchasing decisions, entering into contracts) or participating in the making of a decision (i.e., negotiating the terms of a contract, writing the specification of a bid, advising or making recommendations to the decision-maker or governing body without significant intervening substantive review) which may foreseeably have a material effect on a financial interest;
- (ii) The financial interest (i.e. investment, business position, interest in real property, or the income) held by the Authority may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the designated employee's position; and
- (iii) Have duties that are not clerical, secretarial, ministerial, or manual.

b. List of positions:

- (i) Executive Director
- (ii) Deputy Executive Director
- (iii) Finance Director

c. Staff listed in 2.b.(iii) will be "designated employees" under California Government Code 87302.

3. Designated Employees.

a. Upon Employment.

- (i) A designated employee shall report any investment, business position, interest in real property, or source of income if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the designated employee's position.
- (ii) Each designated employee shall file disclosing reportable investments, business positions, interests in real property, and income. The information disclosed with respect to reportable investments, interests in real property, and income shall be the same as the information required by Sections 87206 and 87207 (see below).
  - A. The first statement shall disclose any reportable investments, business positions, interests in real property, and income within 30 days after the effective date of the conflict of interest code, disclosing investments, business positions, and interests in real property held on the effective date of the conflict of interest code and income received during the 12 months before the effective date of the conflict of interest code.
  - B. Thereafter, each new designated employee shall file a statement within 30 days after assuming office, disclosing investments, business positions, and interests in real property held on, and income received during the 12 months before, the date of assuming office.
  - C. Each designated employee shall file an annual statement, at the time specified in the conflict of interest code, disclosing reportable investments, business positions, interest in real property, and income held or received at any time during the previous calendar year or since the date the designated employee took office if during the calendar year.

b. Separation.

- (i) Every designated employee who leaves office shall file, within 30 days of leaving office, a statement disclosing reportable investments, business positions, interests in real

- property, and income held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.
- (ii) An individual who resigns the position within 12 months following initial appointment or within 30 days of the date of a notice mailed by the filing officer of the individual's filing obligation, whichever is earlier, is not deemed to assume or leave office, provided that during the period between appointment and resignation, the individual does not make, participate in making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. Within 30 days of the date of a notice mailed by the filing officer, the individual shall do both of the following:
- A. File a written resignation with the appointing power.
- B. File a written statement with the filing officer on a form prescribed by the commission and signed under the penalty of perjury stating that the individual, during the period between appointment and resignation, did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

**P. Relatives in the Workplace**

To the extent possible, no person who is related within the first or second degree to a department head may be appointed in a paid capacity within that department. No person who is related within the first or second degree to a manager or supervisor may be appointed or assigned to a position that is in a direct reporting relationship or within the supervisory line of authority to such manager or supervisor. Relatives within the first or second degree are spouses, life partners, parents, children, grandchildren, brothers and sisters. In order to avoid the appearance of favoritism or impropriety, department heads are discouraged from appointing relatives within the first or second degree to volunteer assignments within that department. Any such employment shall require prior approval by the Executive Director as necessary to the conduct of the programs of the Authority and shall be reported to the Board of Commissioners.

Employees who are in a dating or intimate relationship may not remain in a reporting relationship or in a position where one party to the relationship has authority or review authority over the other. The employees are required to inform Human Resources so that the Authority can determine whether to transfer or terminate one or both employees. The employees may be given the opportunity to make the decision as to who will leave the Authority.

**Q. Payments**

No salary, wages, expenses, or allowances shall be paid except upon the certification of the Executive Director and in accordance with the policies of the Board of Commissioners.

**R. Gifts**

An Authority employee shall not ask for, receive, or agree to receive any gift, gratuity or reward for the performance of their duties. All offers of gifts, even if not accepted, shall be reported in writing to the Executive Director. At the discretion of the Executive Director, incidental gifts of informational material or involving food or beverage, such as a calendar or a holiday box of candy, may be accepted if they are shared by all employees.

## **S. Confidentiality**

Authority employees shall abide by the laws and regulations of the State and Federal governments concerning confidentiality of client information. Employees shall sign and adhere to a Confidentiality of Client Information statement provided by the Authority. Except when permitted by applicable law unauthorized release of or discussion about client information within or outside the Authority, is considered grounds for discipline up to and including dismissal.

## **T. Program Participant**

Authority employees may participate in programs provided by the Authority (except as cited in Section H), if otherwise eligible and no conflict of interest exists as determined by the Executive Director. The conduct of employees as program participants serves as an example to other participants and to the public; an employee's failure to strictly abide by program rules reflects badly on the Authority and harms the public services it provides. Therefore, an employee-participant shall adhere to all applicable program terms and agreements, including the timely payment of rent, and shall at all times be a participant in good standing. Violation of this policy may result in disciplinary action, up to and including dismissal.

## **U. Personal Appearance**

The image we project to our clients is reflected in the appearance of our employees. Simply stated, employees should look well-groomed and should be dressed appropriately for their specific job duties. Employees are expected to use good judgment in their appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of coworkers, and their need to interact with the public. We encourage employees to seek the advice of their department head if they have questions regarding appropriate dress or appearance at work. Employees who report to work improperly dressed or groomed may be instructed by their department head to return home to change. Non-exempt employees will not be paid for the time they spend going home to change.

Nothing in this policy is intended to prevent employees from wearing a hair or facial hair style that is consistent with their religious, cultural, ethnic or racial heritage or identity. This policy will be interpreted to comply with applicable local, state or federal law.

### **1. Religious, Medical and Disability Accommodations**

The Authority will reasonably accommodate exceptions to this policy if required due to an employee's religious beliefs, medical condition or disability. Employees who need such an accommodation should contact their supervisor or Human Resources.

## **V. Fragrance & Odor Policy**

The Housing Authority strives to provide a safe and healthy work environment. Fragrances and odors may trigger allergic reactions or create health problems for some individuals. To ensure the comfort and safety of our employees, clients and visitors, the Housing Authority desires to minimize any difficulties experienced in the workplace by employees, clients and visitors who may experience health problems from fragrances/odors or who may have chemical or fragrance sensitivities.

Fragrance refers to a scent that is perceptible by others. Fragranced products are any product that contains fragrance or scent. This policy is meant to cover noticeable fragrance from any source, including foods, personal items, perfumes, and grooming. All employees must observe good habits of grooming and personal hygiene. Body odor, from any cause, should not create distractions.

Feedback from and to employees will help ensure compliance with this policy. Any person who feels that a fragrance or odor is harmful, or offensive is expected to promptly notify his/her supervisor or Human Resources. If a problem arises due to a disability, consistent with the Housing Authority's legal obligations, the Housing Authority will attempt to reasonably accommodate the individual unless it causes an undue hardship. The Housing Authority may take steps, including, but not limited to, requesting or requiring that an employee not wear or use certain products while at work. Scents should not be detectable at more than an arm's length from the individual.

## **II. EMPLOYMENT PROCEDURES**

### **A. Application**

1. Authority to appoint, promote, transfer, demote and terminate personnel shall be vested in the Executive Director and in such other officials as formally designated by the Executive Director. The Executive Director shall have the final authority on all personnel decisions.
2. Whenever possible, vacated and/or newly established positions shall be filled consistent with the highest quality operations by the promotion of qualified employees.
3. Notice of all available job openings shall be distributed by email to all employees prior to or concurrently with scheduled advertising to the public.
4. Open public recruitment shall be done through appropriate media, for a reasonable time, to assure sufficient opportunity for the appropriate segment of the labor market to apply and be considered for employment on the basis of abilities and potential. Except for continuous recruitment, public announcement of all position vacancies shall be made at least seven (7) calendar days in advance of the closing date for receipt of applications.
5. All applicants for employment are required to submit an application in a format specified by the Executive Director.

### **B. Qualifications**

The Executive Director shall prepare or cause to be prepared a job description for each employment classification, including examples of duties, experience, education, and such other qualifications as desirable. The Executive Director may establish an examination procedure to qualify applicants for employment by one or more of the following means: application review, written examination, verbal interview, performance test including computer skills, business and personal references.

### **C. Investigations**

The Authority recognizes the importance of maintaining a safe, secure workplace with employees who are qualified, reliable, and nonviolent, and who do not present a risk of serious harm to their coworkers or others. To promote these concerns and interests, the Authority reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information. Consistent with legal or contractual requirements, the Authority also reserves the right to obtain and to review an applicant's or an employee's criminal conviction record, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law.

A pending criminal matter may be considered in appropriate circumstances for business-related reasons, consistent with applicable law. All background checks will be conducted in strict conformity with the federal Fair Credit Reporting Act (FCRA), applicable state fair credit reporting laws, and state and federal

anti-discrimination and privacy laws. The Authority is an equal opportunity employer and will comply with applicable federal, state and local laws relating to the use of background checks for employment purposes.

#### **D. Investigations of Current Employees**

The Authority may occasionally find it necessary to conduct investigations regarding alleged employee misconduct, which may include alleged violations of the Authority's policies and/or applicable laws. Employees subject to an investigation or requested to participate in an investigation are required to cooperate with the Authority's lawful efforts to obtain relevant information.

An employee who is interviewed during the course of an investigation is prohibited from attempting to influence any potential witness while the investigation is ongoing. An employee may discuss his or her interview with a designated representative. The Authority will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order. The Authority requests that all information discussed during an investigation be kept confidential while the investigation is ongoing and not be shared with other employees. Employees who disclose confidential information during an active investigation to influence another witness may be subject to disciplinary actions up to and including termination.

#### **E. Protected Activity and Protection Against Retaliation for Engaging in Protected Activities.**

This Policy governs and protects all Authority officials, officers, employees, or applicants for employment.

Protected activity includes, but is not limited to, any of the following:

1. Filing a complaint with a local, state or federal enforcement or administrative agency when the employee has reasonable cause to believe the reported conduct violates or is in noncompliance with local, state or federal law, rule or regulation.
2. Participating in or cooperating in good faith with a local, federal or state enforcement agency that is conducting an investigation of alleged unlawful activity.
3. Testifying in good faith and with reasonable cause as a party, witness, or accused regarding alleged unlawful activity.
4. Associating with another individual who is engaged in any of the protected activities enumerated here.
5. Making or filing in good faith and with reasonable cause an internal complaint with the Authority regarding alleged unlawful activity or violation of the Authority's policies, or of unsafe working conditions.
6. Providing informal notice to the Authority regarding alleged unlawful activity or violation of the Authority's policies, or of unsafe working conditions.
7. Calling a governmental agency's "Whistleblower hotline" in good faith.
8. Filing a written complaint under penalty of perjury that the Authority has engaged in gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety.
9. Refusing to participate in any activity that the employee reasonably believes would result in a violation of or noncompliance with local state or federal law, rule or regulation.

The Authority prohibits all of the following:

1. Taking any retaliatory adverse employment action against an employee because the employee has or is believed to have engaged in protected activity.
2. Preventing an employee from engaging in protected activity.
3. Retaliating against an employee for refusing to participate in any activity that would result in a violation of or noncompliance with a local, state or federal law, rule or regulation, or a violation or or noncompliance with the Authority's policies; and
4. Retaliating against an employee because the employee's family member has, or is perceived to have engaged in any of the protected activities.

Prohibited retaliatory adverse action may include, but is not limited to, any of the following:

1. Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because of actual or potential protected activity.
2. Refusing to hire an individual because of actual or potential protected activity.
3. Denying a promotion to an individual because of actual or potential protected activity.
4. Taking any form of disciplinary action because of actual or potential protected activity.
5. Extending a probationary period because of actual or potential protected activity.
6. Altering work schedules or work assignments because of actual or potential protected activity.
7. Condoning hostility and criticism of co-workers and third parties because of actual or protected activity.
8. Spreading rumors about a person because of that person's actual or perceived protected activity.
9. Shunning or unreasonably avoiding a person because of that person's actual or perceived protected activity.

An applicant or employee who feels he or she has been retaliated against in violation of this Policy or have witnessed conduct in violation of this Policy should immediately report the conduct according to the complaint procedure in the Authority's Policy Against Discrimination, Harassment or Retaliation so that the complaint can be resolved fairly and quickly. Supervisors and Managers have the same responsibilities as defined in the Policy Against Discrimination, Harassment or Retaliation.

## **F. Appointment**

The Executive Director shall clearly specify the conditions of employment; including position title, salary, vacation leave, sick leave, benefits, and the category of positions.

## **G. Employee Eligibility and Work Authorization**

The Authority is committed to employing only United States citizens and non-citizens who are authorized to work in the United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States within three business days of commencing employment. If the employee cannot verify their right to work in the United States within three business days of employment, the Authority will be required to terminate their employment immediately.



### **III. CATEGORIES OF EMPLOYEES**

There are five (5) categories of employee positions. The policies and procedures herein apply to all categories unless otherwise expressly stated.

#### **A. Temporary**

A temporary employee is one who is appointed for a special or temporary purpose on an hourly, per diem, or monthly basis which is expected to last less than 1,000 hours of paid service. Such employee shall not accumulate credit for sick leave (except HWHFA leave as mandated by California law), holidays, or vacations; shall not receive health insurance, life insurance, short-term or long-term disability, accidental death or dismemberment insurance, retirement plans or other benefits provided by the Authority, except as required for temporary employees by Federal, State, or local law.

The services of temporary employees may be terminated by the Authority without cause and such termination shall not entitle the employee to an appeal of the termination or other due process hearing.

#### **B. Long-Term Temporary**

A long-term temporary employee is one who is appointed for a special or temporary purpose which is expected to last 1040 service hours and less than 2080 service hours; or a temporary employee who has completed 1,000 paid service hours of continuous employment with the Authority.

Commencing with the first day of employment in a long-term temporary position, the employee shall be entitled to begin accumulating credit for sick leave, holidays and vacation, become eligible for health insurance coverage, and participate in the retirement plan. Earned vacation time shall not be granted before a six-month period of employment is completed. Long-term temporary employees shall not receive life insurance, long- or short-term disability, accidental death and dismemberment insurance, or other benefits provided by the Authority.

The services of long-term temporary employees may be terminated by the Authority without cause and such termination shall not entitle the employee to an appeal of the termination or other due process hearing.

#### **C. Seasonal**

A seasonal employee is one who is appointed on a seasonal basis. Such employee shall accumulate credit for sick leave, holidays and vacation. Upon termination of seasonal employment, the employee shall be entitled to all vacation pay earned and accumulated (per Section IX.D). Such seasonal employees shall receive health insurance coverage; however, they shall not receive life insurance, long- or short-term disability, accidental death or dismemberment insurance, retirement plans or other benefits provided by the Authority. When 1,000 service hours are reached in a fiscal year, the seasonal employee shall be eligible for participation in the retirement plan.

The services of seasonal employees may be terminated by the Authority without cause and such termination shall not entitle the employee to an appeal of the termination or other due process hearing.

#### **D. Probationary**

A probationary employee is one who is appointed to a regular position who shall serve a probationary period equivalent to twelve (12) months full-time employment from the date of such appointment (i.e., 2,080 hours of active paid service, excluding paid sick, holiday, or vacation time or similar paid non-service hours). The probationary period shall be utilized for closely observing the work of new employees

and for securing their effective adjustment to their positions. All probationary employees shall be evaluated as to performance approximately six (6) months (1,040 hours), and twelve months (2,080 hours) after appointment. However, failure of the supervisor to timely complete such evaluations shall not negate the employee's probationary status.

Probationary employees shall accumulate credit for sick leave, holidays and vacation and shall receive health insurance coverage and retirement. Probationary employees shall not receive life insurance, short-term or long-term disability and accidental death or dismemberment insurance, or other benefits provided by the Authority.

The services of probationary employees may be terminated by the Authority without cause and such termination shall not entitle the employee to an appeal of the termination or other due process hearing.

Upon successful completion of the probationary period in a position, an employee shall become a regular employee in that position.

The probationary period may be extended in writing prior to the completion of the required initial probationary period, at the discretion of the Executive Director, for a period of three (3) months (520 hours) of active paid service beyond the required initial probationary period.

#### **E. Regular**

A regular employee is one who has successfully completed the probationary period for a regular position. Such employees shall accumulate credit for sick leave, holidays, and vacation and shall receive health insurance, life insurance, short-term and long-term disability, accidental death and dismemberment insurance and retirement plans, as adopted by the Authority.

#### **F. Part-time**

An employee may be appointed to a part-time position in any of the above categories at the discretion of the Executive Director. Accumulation of sick leave, vacation leave and holidays will be pro-rated according to the approved number of hours in a work week. An employee serving in a part-time status who receives health insurance shall share the costs of the premiums pro-rata where the employee will contribute an additional portion in relation to hours worked.

#### **G. Special Circumstances**

If required in order to accomplish specialized duties, or secure and retain candidates and staff the ~~E~~xecutive ~~D~~irector may negotiate particular terms of employment.

### **IV. PERSONNEL FILES AND EMPLOYEE EVALUATIONS**

#### **A. Personnel Files and Records**

Such records shall be kept by the Executive Director as necessary for transactions and reference and for making reports showing administrative actions, including name and address of each employee, employment history of each employee (which shall reflect positions held), employment status, classification, and rate of pay and benefits.

The information recorded in your personnel file is extremely important. It is each employee's responsibility to make sure that the personal data in the file is accurate and up to date. Report any change of address, phone number, etc. to the Authority immediately.

Any personnel action affecting the position or status of any employee shall be recorded on a personnel form adopted for the Authority's use and a copy shall be given to the employee for their personal records.

The official personnel file of each employee shall be maintained at the principal office of the Authority. Copies of all material placed in an employee's official personnel file shall be given to such employee five (5) days prior to placement in the file, except for material obtained as part of the recruitment and selection process. The employee may submit a written response during such five (5) day period, which response shall be attached to said material and filed in the employee's official personnel file.

Access to the employee's official personnel file is restricted. Only the Executive Director and persons authorized by the Executive Director will have access to your personnel file. However, the Authority will cooperate with, and provide access to your personnel file, to law enforcement officials or local, state or federal agencies in accordance with applicable law.

Health/medical records are not included in your personnel file. These records are confidential and maintained in a file separate from your personnel file. The Authority will safeguard them from disclosure and will divulge such information only: 1) as allowed or required by law; 2) to the employee's personal physician upon written request or permission of the employee; or 3) as required for workers' compensation cases.

Employees may inspect their personnel file in the presence of an authorized representative of the Authority. You may also obtain copies of your file. The Authority will copy the documents that you have signed but copies of other documents may be at your expense. Contact the Human Resources Director to submit your written request and to schedule a convenient time. The Authority will comply with inspection or copy requests within 30 days of the receipt of the request. If you desire, you may add a written statement to your file explaining any disputed item. With the exception of routine and clerical access, a log shall be maintained to record such access indicating the date and the person obtaining access.

Employees may also inspect their payroll records upon request, and may obtain a copy of these records at their own expense. The Authority will comply with all inspection requests within 21 calendar days, unless it is impossible to do so.

## **B. Employees' Social Security Number Protection**

We have established the following procedures to protect the privacy and security of employees' social security numbers (SSNs) provided to us. This policy applies to SSNs received for any employment-related purpose, including, but not limited to, the evaluation of job applicants; payroll, benefits, and human resources administration; and employment-related investigations.

### **1. Access to, and Use of, Information or Documents That Contain SSNs**

Only authorized employees may access information and documents containing SSNs. Employees authorized to access such information or documents generally will be limited to Department Directors, the Human Resources Department, certain Finance Department staff, and the Executive Director. Authorized employees may access information or documents containing SSNs only on a need-to-know basis and may use such information and documents only for the purpose for which access is permitted.

### **2. Disclosures of Information or Documents That Contain SSNs**

When information or documents containing SSNs needs to be disclosed within the Authority to any person who is not authorized to access SSNs, the SSN should be redacted before the disclosure is made. We will disclose documents containing SSNs outside the Authority only as permitted or required by law or

court order, or required for business purposes such as benefit enrollment. Except when a SSN is disclosed in accordance with a contract that requires the recipient to provide adequate safeguards, SSNs may not be disclosed to a third-party without the prior approval of the Executive Director or the Human Resources Director. All requests for the disclosure of information or documents containing SSNs (other than requests made by a party to a contract providing adequate safeguards) must be forwarded promptly to the Executive Director or to the Director of Human Resources. Information or documents containing SSNs transmitted to a third party in electronic format should be encrypted before transmission whenever possible.

### **3. Proper Disposal of Documents That Contain SSNs**

Paper documents containing SSNs will be shredded before being discarded. SSNs stored on an electronic medium, such as hard drives, laptops, and compact disks, will be rendered irretrievable before being discarded or re-issued to an employee who is not authorized to access SSNs.

### **4. Penalties for Violation of this Policy**

Any employee who becomes aware of, or suspects, a violation of this policy should inform the Executive Director or the Director of Human Resources immediately, so that we may conduct an investigation where appropriate. Violation of this policy will result in disciplinary action up to and including termination of employment.

## **C. Employee Evaluation**

The primary purpose of written employee evaluations shall be to inform employees about how well they are performing their work and how they can improve their work and performance.

Each employee's Supervisor with review and approval from the Department Head, , shall be responsible for evaluating the employee's performance. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator.

When possible, no less than a "meets expectation" evaluation shall occur without prior counseling or notation to the employee concerning areas that need improvement. Any less than satisfactory overall evaluation shall have documentation or explanation and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond in writing within 5 business days to any evaluation.

## **D. Schedule for Employee Evaluation**

Employees may be evaluated at any time, and shall generally be evaluated at least at those intervals indicated below. However, the Authority does not contract or guarantee to provide an evaluation at any specific interval and reserves the right to engage in performance improvement plans before or after an evaluation.

1. Probationary Employees shall usually have their performances evaluated prior to the end of 1,040 hours (6 months). The final probationary evaluation shall be performed by the direct Supervisor and reviewed by Department Head prior to the end of the established probationary period, whether that be 2080 hours (one year) or longer as defined in Section III.D. For probationary employees "service hours" means hours actually worked in the position, excluding overtime hours, and does not include hours on paid or unpaid leave, jury duty or other non-work activities.

2. Regular employees shall usually be evaluated according to the following schedules. Upon promotion or promotional reclassification, an employee shall serve a new probationary period in that classification and shall be evaluated within 1,040 hours (6 months) of the promotion or reclassification, and annually thereafter.

Merit salary increases shall be given to employees coincident with each accrual of 2,080 service hours of their appointment, promotion, or promotional reclassification as a regular employee, whichever is the most recent action, until the top of their salary range is reached, as provided in Section VI. An evaluation of less than "meets expectation" may result in a merit increase being denied.

3. All other employees shall be evaluated on a schedule established by the Executive Director, but no less frequently than once every twelve (12) calendar months whenever feasible unless individual circumstances warrant otherwise.

4. Additional performance evaluations for any employee may be undertaken by the Supervisor, Department Head or Executive Director for sound and justifiable reasons at any time deemed necessary to assist the employee in the effective performance of required duties. Employees who are not maintaining adequate performance standards shall be notified and placed on special evaluation. Such evaluations may not exceed one (1) per month nor continue longer than six (6) months.

Employees who are unsuccessful in attaining an overall performance rating of "meets expectation" or better during this continuous six-month special performance rating period shall be subject to performance improvement notice up to and including dismissal, subject to the appeal rights defined in Section XIV.G

#### **E. Disposition of Copies of Performance Evaluations**

Only two (2) official copies of an employee evaluation shall be made. Whenever an employee is evaluated, the Department Head shall discuss the evaluation with the employee and both parties shall sign it at that time. The employee shall retain one (1) copy, and the second copy shall be included in the employee's official personnel file.

**F. Reviews.** An employee who has reason to question any aspect of their performance rating may request a review of the rating with the person making the evaluation. Should either the evaluator or the employee request, the Executive Director shall review the rating(s) in question for the purpose of considering a change in any rating(s) on a performance evaluation. The determination of the Executive Director shall be final and not subject to appeal. The employee may alternatively or additionally attach a written response to their evaluation disputing any rating contained therein.

#### **V. HOURS OF WORK AND OVERTIME**

##### **A. Hours of Work**

##### **1. Work Week**

For purposes of calculating overtime, the work week is defined as the seven (7) work day period between 12:00 a.m., Sunday, through 11:59 p.m., the following Saturday.

For full-time employee work schedules, the normal work week shall be forty (40) hours and consist of five (5) consecutive working days. The normal weekly work schedules shall be Monday through Friday.

## **2. Work Day**

For purposes of calculating overtime, the work day is defined as the twenty-four (24) hour period between 12:00 a.m., through 11:59 p.m.

For full-time employee work schedules, the normal work day shall be eight (8) hours. Normal full-time daily working schedules shall be from 8:00 am to 5:00 pm, with one unpaid hour for lunch.

Other alternate work schedules (AWS) may be assigned to meet the needs of the Authority. Alternate work schedules may vary in the number of hours per day and in the start and end of the work week, but shall be no more than 80 hours per pay period. The employee shall be given reasonable advance notice of any change in their work schedule unless said change has been deemed an emergency by the Authority or its Executive Director.

## **3. Lunch Periods**

During a shift of eight (8) hours, employees shall be entitled to one uninterrupted unpaid lunch period of no more than one (1) hour or less than one-half (1/2) hour. The time for such lunch periods shall be scheduled for full-time employees and start before the completion of the 5<sup>th</sup> hour of work in a work day.

## **4. Rest Periods**

Each employee shall be entitled to rest periods which, shall be at the rate of fifteen (15) minutes during each work period of four (4) hours or more. Rest periods are part of the regular workday and shall be compensated at the regular rate of pay for the employee. Rest periods shall not be accumulated or taken at the beginning or end of a work period, or combined with the lunch period. The Executive Director may assign such staggered rest periods as may be needed to serve the public.

## **B. Overtime**

### **1. Definition**

Overtime is any authorized time worked in excess of forty (40) hours per work week for non-exempt employees. Designated exempt employees paid on a salary basis are exempt from overtime.

### **2. Authorization**

Overtime shall be worked only when requested by a Department Head. Employees cannot work overtime without the advance approval of the Executive Director or their designee. Working overtime without prior authorization may result in disciplinary action.

### **3. Computation**

- a. Time Worked. Paid time off from work for any purpose other than holidays, as described in 3.b., shall not count as time worked for purposes of overtime. Such paid time off not counting toward overtime, includes, but is not limited to: sick leave; vacation; jury duty; any balance of compensatory time; and mandatory leave with pay.
- b. Holidays.
  - i. When a holiday falls on an employee's regular work day, the hours of holiday leave shall be counted as time worked for purposes of computing overtime whether the holiday is worked or

not, and hours worked on a holiday shall be counted as additional time worked for purposes of computing overtime.

- ii. Holidays which occur on a day other than the employee's regularly scheduled work day shall not be counted as time worked for purposes of computing overtime. (For example, if Monday is not an employee's regular work day and Monday is a holiday, the employee would get paid for the holiday, but the hours would not be considered "time worked" for purposes of computing overtime.)

#### **4. Rate**

Eligible employees shall receive payment for overtime worked in the amount of one and one-half (1½) times their regular rate of pay, except as provided immediately below.

Upon request of an employee and approval of the Executive Director or the Executive Director's designee, non-exempt employees may receive compensatory time off for overtime worked in lieu of overtime pay. Compensatory time off shall be provided at the rate of one and one-half (1½) hours of compensatory time off for each hour of overtime worked in lieu of overtime compensation in cash. However, overtime shall be compensated in cash whenever and to the extent that overtime would result in a compensatory time off balance in excess of 40.5 hours (40.5 hours of compensatory time represents 27 hours of overtime work).

#### **5. Compensatory Time Implementation**

If an employee makes a request in writing to the Executive Director or the Executive Director's designee to use compensatory time from the employee's balance, and gives reasonable advance notice so that coverage can be arranged and said time off request does not unduly disrupt the operation of the Authority, the Executive Director shall grant the request.

The Authority will not require employees to take compensatory time off for the purpose of avoiding overtime pay.

#### **C. Timekeeping**

##### **1. Nonexempt Employees**

Employees who are classified as nonexempt must accurately record the time they work each day, including arrival, departure and meal break times.

When employees receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked.

Nonexempt employees must report all time worked and must not work any time that is not authorized by their supervisors. This means nonexempt employees must not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless directed to do so. Employees who have questions about when or how many hours they are expected to work should contact their supervisor.

It is a violation of the Authority's policy for anyone to instruct or encourage another employee to work "off the clock," to incorrectly report hours worked or to alter another employee's time records. If any employee is directed or encouraged to incorrectly report hours worked or to alter another employee's time records, he or she should report the incident immediately to a supervisor.

## **2. Exempt Employees**

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave or vacation.

Exempt employees are paid on a salary basis. This means the employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee's work. In general, an exempt employee will receive their salary for any week in which the employee performs any work, regardless of the number of days or hours worked.

However, an exempt employee will not be paid for full days not worked in the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons other than sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available vacation to make up for the reduction in salary;
- When an exempt employee takes one or more full days off from work due to sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available sick time to make up for the reduction in salary;
- When an exempt employee works only part of the week during their first and last week with the Authority, the employee will be paid only for the days actually worked; and
- When an exempt employee takes unpaid leave under the Family and Medical Leave Act or corresponding laws, the Authority will not pay for such days/hours of absence.

The Authority may require an exempt employee to use available vacation as a replacement for salary, when the employee takes less than a full-day off from work.

An exempt employee's salary will not be reduced when the employee works part of a week and misses part of a week due to service as a juror, as a witness or in the military or for lack of work.

It is Authority policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state law. The Authority prohibits any deductions from pay that violate the FLSA or applicable state law.

If an exempt employee believes that an improper deduction has been made to their salary, the employee should immediately report this information to Human Resources, a supervisor. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

### **D. Call-Back Duty**

Certain employees are required to work on call. Whether they will receive pay for being on call depends on the facts of each situation.

Defined. Employees who are ordered to return to their work site or another specified work site by the Executive Director or the Department Head following the termination of their normal work shift on a given work day shall be considered to be on call-back.

Non-exempt employees will be paid for the time spent responding to phone calls or performing work at home.



Travel time to and from the work site may be considered working time if the employee is on call.

Compensation. Employees who are called back shall be compensated for the actual time worked at their regular rate of pay. If call backs result in the employee working more than 40 hours in the workweek then call back time will be paid at one and one-half (1 1/2) times their regular hourly rate, provided that a minimum of two (2) hours of compensation shall be paid for all periods of work less than two (2) hours

#### **E. Job Sharing**

With the approval of the Executive Director, upon request, two (2) or more employees may share one (1) or more full-time positions; provided however that each such part-time job shall be at least a half-time position, and such job sharing shall not result in an increase in salary or benefit costs to the Authority. All such arrangements shall be made in the best interests of the Authority, shall be at the sole discretion of the Executive Director, and may be terminated by the Executive Director.

Each employee electing to share a full-time position pursuant to this Section may receive Authority contributions for health and welfare benefits on a pro-rated basis.

#### **F. Alternate Work Schedules**

Employee may request alternate schedules. Written requests shall be submitted to the Executive Director and shall state reasons for the schedule. The requests shall be considered and may be granted so long as work flow is not interrupted and public needs are met, as determined by the Executive Director. The Executive Director or their designee shall respond to requests in writing within fourteen (14) calendar days. A request that is not approved by the Executive Director in that time shall be deemed denied. All such arrangements shall be made and continue as long as mutually agreed to by the employee(s) and the Executive Director. Approval for creation and continuation of alternate work schedules lies wholly within the discretion of the Executive Director.

#### **G. Lactation Accommodation**

In recognition of the well documented health advantages of breastfeeding for infants and mothers and in compliance with applicable law, employees have the right to request a lactation accommodation and the Authority provides a supportive environment to enable breastfeeding mothers to express their breast milk during the work day.

The process used to request an accommodation is the following: The employee should submit a request to their department manager and/or Human Resources.

The Authority will respond to the request. The Authority will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child, each time the employee has to express milk.

The Authority will provide employees with the use of a room or private room near the employee's work location, other than a bathroom or toilet stall, for the employee to express milk. This location may be the employee's private office, if applicable. This room will be shielded from view and free from intrusion while the employee is lactating. Additionally, the room will be safe, clean, free of hazardous materials, be in close proximity to the employee's workplace and provide the following:

- A surface to place a breast pump and personal items;
- A place to sit;

- The room will provide access to electricity or alternative devices, including but not limited to, extension cords or charging stations needed to operate an electric or battery-powered breast pump;
- Access to a sink with running water;
- Access to a refrigerator suitable for storing milk (or another cooling device).

Where the room provided is used for lactation as well as other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is being used for lactation purposes.

The Authority will comply with all applicable legal requirements when implementing this policy. If an employee has any concerns regarding the accommodations provided, the employee may contact management or Human Resources to further discuss any issues. The Authority will review the matter and will work to make requested accommodations in accordance with the law. Employees also have the right to file a complaint with the Labor Commissioner if they believe that the Authority has violated the law regarding this policy.

## **VI. PAY, CLASSIFICATION, ASSIGNMENT, AND EMPLOYEE STATUS**

### **A. Pay Periods**

Employees are paid by check or direct deposit on a bi-weekly basis on every other Friday. If the pay day falls on a holiday, whenever possible employees will be paid on the immediately preceding regularly scheduled workday. The standard pay period commences at 12:00 a.m., on the Sunday immediately preceding pay day. Employees who select certain Alternate Work Schedules (AWS) will have a different pay period as described in the AWS procedure. Deadlines for submission of time sheets shall be determined by the Finance Department consistent with efficient operations. Employees who fail to submit completed and accurate time sheets by the determined deadline shall be subject to disciplinary action up to and including dismissal.

We work hard to ensure that all employees are paid correctly, but mistakes can happen. When mistakes do occur and are called to our attention, we will promptly investigate the matter and make any corrections necessary as soon as possible in accordance with applicable law. Review each paycheck and pay stub when you receive it to make sure your pay is correct. If you believe an error has occurred or if you have any questions about your paycheck or pay stub, promptly report the matter to the Human Resources Director.

### **B. Classification**

Classification is defined as a group of positions sufficiently similar as to duties performed, degree of supervision exercised or received, minimum requirements and such other qualifications that the same title, same test of fitness and the same schedule of compensation may be applied to each position in the group.

1. Positions with similar responsibilities and duty requirements shall be grouped into the same class, with a designated salary range as approved by the Authority. Common standards of selection, assignment and salary are applied to the positions within the same class.
2. Job descriptions for each position shall be developed and approved by the Authority. An Authority manual of job descriptions shall be available to employees and the public at the Authority office.
3. Job assignments to specific positions in a class shall be made at the discretion of the Authority. Employees may be given any job assignments and tasks that are deemed by the Authority to be

appropriate to their position, and employees have no expectation that they are entitled to a particular assignment.

4. Duties of employees shall include those outlined in the job classification and those which reasonably relate to the job description or classification, as determined by the Executive Director or the Department Head.
5. New classifications shall be created, abolished, or combined by the Authority as the needs of the Authority change.
6. As part of the employee's annual performance evaluation, and/or at the request of an employee, the Department Head shall review the employee's assignment to ensure that the employee's assigned duties are consistent with their classification.
7. The Authority endeavors to conduct a full compensation and classification study at least every five (5) years. Results of the study shall be available to all employees and presented to the Board of Commissioners. The studies shall be advisory to the Executive Director and the Commissioners. Any employee may present written and/or verbal comments concerning the study to the Executive Director or their designee; the comments shall be related to the employee's position. All job descriptions shall be updated to reflect actual duties assigned and authorized.

## **C. Compensation**

### **1. Salary Schedule**

The Salary Schedules for employees and the Salary Step/Range Chart shall be available for review through the Human Resources Department or on the Authority intranet. There shall be five (5) steps in a salary range with increments of approximately 5% between each step. Employees may be paid at the Authority's discretion within each range's steps. The Board of Commissioners shall have complete discretion in approving the salary schedule, and the Board's decision shall be final.

### **2. Salary Increases and Bonuses**

Salary increases for all employees are based on performance and length of service. There are three types of increases and bonuses, as follows.

- a. Step Increases. All new regular employees are eligible for the second salary step after completing 2,080 hours of service, with the Authority, in active paid status and successful completion of the probationary period. Each successive step thereafter, until step five (5) is reached, shall be considered and may be granted after completing increments of paid service, with the Authority, of 2,080 hours, and with a satisfactory or better performance evaluation.
- b. Longevity Service Incentive Bonus. An employee employed by the Authority prior to July 1, 1997, shall receive a longevity service increase of approximately 5% on the date of the tenth anniversary (20,800 hours of paid service) of full-time continuous service as a regular employee of the Authority. All staff, shall receive a \$1,000 longevity incentive bonus every 5 years of employment with the Authority, on their applicable anniversary date.
- c. Cost of Living Adjustment. It is the policy of the Authority to consider cost of living adjustments annually. Public agencies consisting primarily of the municipal and county governments, and such other similar public bodies including similar Public Housing Authorities, shall be contacted in making cost of living and compensation surveys to determine if a cost of living adjustment shall be made.

### **3. Hours of Service for Purposes of Salary Increases**

- a. Defined. Paid hours of work and paid leave hours accrued by an employee within the number of authorized hours for the position occupied by the employee shall constitute hours of service for purposes of salary increases. Hours worked in excess of the number of regularly scheduled hours for the position, whether overtime or otherwise, shall not be included in hours of service. Exempt employees hours of service are calculated based on the number of scheduled work hours.
- b. Beginning Date. Hours of service for purposes of step advancement accrue by position, beginning from the most recent date of appointment to that position.

### **4. Anniversary Date Defined**

The initial anniversary date of an employee is that date upon which an employee begins paid service in their initial probationary position.

### **D. Probationary Conditions**

No Authority employee shall attain regular status in any position without first having successfully completed the required probationary period. Authority employees shall serve in probationary status under the following conditions.

1. New hires and rehires to regular positions shall serve an initial probationary period equivalent to 2,080 service hours (approx. 12 months) from the date of appointment by the Executive Director. "Service hours" means hours actually worked in the position, excluding overtime hours, and does not include hours on paid or unpaid leave such as sick or vacation time, jury duty or other non-work activities.
2. Employees reassigned to a different position through promotion, demotion, reclassification or transfer shall serve in probationary status equivalent to 2,080 service hours of employment in the new position.
3. Performance evaluations shall be conducted during the probationary period as provided in Section IV.C.1.

### **E. Promotion**

Vacated or newly established positions shall be filled to the fullest extent, consistent with the highest quality operations, by the promotion of qualified employees. Promotion of individuals shall be based on consideration of the following factors: qualification, the quality of service previously rendered (including but not limited to quality of work, compliance with work rules), seniority, and the recommendation of the Department Head.

All current staff shall be notified of such position openings in the manner mentioned above in Section II.A. Any employee may apply for a promotion to any advertised position. Any promotion may require that the qualifications of the employee being considered be determined by criteria appropriate to the position, as determined by the Executive Director. Interviews shall be conducted as determined appropriate by the Executive Director.

1. Regular Employees. Upon promotion to a position of higher classification, a regular employee shall serve in a probationary status. During the probationary period, if the employee is released or seeks reinstatement to the previous position for reasons other than misconduct, the employee shall be entitled to reinstatement in the formerly held classification, if available; or in the alternative a lower class, if available, for which the employee qualifies and chooses to accept.
2. Probationary Employees. Upon reassignment to a position of higher classification (promotion), a probationary employee shall begin to serve a new probationary period. If a probationary employee is released from the new position, reinstatement to a lateral or lower classification may be considered; however, the decision to so reinstate is a matter in the sole discretion of the Executive Director.
3. When an employee is promoted to a position of higher classification/higher range on the salary chart, such employee shall be placed on a step so as to receive at least a 5% salary increase.
4. Promotions of individuals to vacant positions on a temporary acting basis may be made at the discretion of the Executive Director during the period of recruitment for said position, as indicated in Section VI.G.1 Employees will be compensated at the appropriate range/step on the salary chart for the temporary position so as to receive at least a 5% temporary salary increase.

#### **F. Demotion**

The demotion of an employee shall be limited to the following four conditions: when the Authority deems it necessary (1) in order to provide the best possible services for the Authority's program; (2) to assist the employee to make appropriate adjustments in the responsibility level or performance of their duties; (3) due to re-organizational priorities brought about by a change in the nature of services provided, lack of work or lack of funds; or (4) in situations when an employees has not improved performance to the level of satisfactory after completion of a performance improvement plan. Any such action taken with regard to a regular employee is subject to appeal by the affected employee, as set forth in Sections XIII or XIV.

1. Downward adjustments of any position or class of positions shall be considered demotions and shall take place only as a result of the conditions set forth herein. Such action may be considered non-disciplinary or disciplinary, provided, however, that disciplinary demotions of regular employees shall be for cause only and shall comply with the disciplinary procedures set forth in Section XIV. A disciplinary demotion shall be supported by a less than satisfactory performance evaluation or other documentary evidence of cause for discipline. In both instances the Authority shall retain its right to "Y-Rate" classified employees into existing or proposed positions providing it does not displace another more senior regular classified employee.
2. Non-disciplinary demotions caused by re-organizational priorities, as determined by the Executive Director, may result in the reassignment of an employee to a class having a lower salary range. The Authority shall retain the right to "Y-Rate". In addition, the affected employee shall be given preferential consideration for openings in their former classification.
3. A reassignment to a regular position at a lower salary range due to non-disciplinary administrative demotion or voluntary demotion shall entitle the employee to a salary step in the lower range which corresponds in dollar amount to that which was held in the higher range, provided that in no case shall the new pay level exceed the maximum salary for the lower classification.
4. "Y-Rating" adjustments are defined as follows: When an employee is reassigned to a lower classification having maximum rates which are less than the dollar amounts at the previous

classification, the employee's salary shall remain at the previous level (Y-Rate) until such time as future salary increases bring the salary range of the employee's new class up to a point where the Y-Rate falls within such range. At that point, the employee is no longer Y-rated, and assumes the salary step in the new class.

#### **G. Working Out of Classification**

"Working out of classification" shall mean an assignment of duties authorized in writing by the Executive Director on a temporary basis, where all or a significant portion of the duties performed are at a higher classification than the classification of the employee assigned the new duties. All "out of classification" assignments are temporary and shall not be made to fill regular position vacancies except during that period required to complete the recruitment/selection process, or for vacation and leave relief.

1. An employee, other than a management employee, shall perform such duties at their current rate of pay for a period of not more than ten (10) consecutive working days (80 hours) during sick leave and vacation relief. An employee performing such duties for more than 10 consecutive working days shall have their salary adjusted upward for the period the assignment is in effect, beginning with the eleventh (11th) consecutive working day (81 hours) of such work. Exception: if the employee was notified prior to the assignment that the period would extend for more than twenty (20) consecutive working days (160 hours), the employee shall have their salary adjusted upward for the entire period the assignment is in effect, beginning immediately.
2. Compensation for an employee required to work out of classification will be at the first step of the higher range or at a step within that range which will provide at least a five percent (5%) increase over their regular salary, whichever is greater.
3. Working out of classification is contingent upon the needs of the Authority. All such assignments shall be subject to the prior written approval of the Executive Director.
4. If an out of classification assignment has not been approved by the Executive Director in writing, no employee may expect or claim entitlement to out of classification pay.

### **VII. RETIREMENT BENEFITS AND AUTHORITY-PROVIDED INSURANCE**

#### **A. Pension Plan**

The Authority shall contribute to a retirement pension plan at a rate established by the retirement plan administration. The employee shall contribute a set percentage based on the retirement plan contract. Participation in the retirement plan shall be limited to probationary and regular employees or temporary and seasonal employees who reach 1,000 hours in paid status.

#### **B. Life Insurance**

The Authority shall provide, at no cost to the employee, group life insurance coverage. Life insurance shall be limited to regular employees or those who have re-entered probationary status as a result of promotions. See plan documents for details.

#### **C. Health Insurance**

The Authority shall provide group medical, dental, and vision insurance coverage to each eligible employee and their eligible enrolled dependents. Short Term Temporary employees are not provided such insurance, unless otherwise required by applicable law. Premium costs shall be shared between the Authority and the employee through a cafeteria flex fund plan. See plan documents for details.

Health Insurance premiums paid by the Authority for part-time employees shall be proportionate to the employee's approved work schedule, unless otherwise authorized by the Executive Director.

**D. Short-Term and Long-Term Disability Insurance**

The Authority shall provide to regular employees, at no cost to the employee, short-term and long-term disability insurance coverage. See plan documents for details.

**E. Accidental Death and Dismemberment Insurance**

The Authority shall provide to regular employees, at no cost to the employee, accidental death and dismemberment insurance coverage. See plan documents for details.

**F. Unemployment Insurance**

The Authority shall provide, at no cost to the employee, unemployment insurance coverage. The cost and benefits shall be as mandated by the State of California.

**G. State Disability Insurance**

Disability insurance coverage shall be provided through the Authority, with premium costs paid by the employee. The cost of coverage and benefits shall be as mandated by the State of California.

**H. Worker's Compensation Insurance**

The Authority shall provide, at no cost to the employee, State of California mandated Workers' Compensation coverage. The level of benefits will be in accordance with the Workers' Compensation laws of the State of California.

**VIII. HOLIDAYS**

**A. Scheduled Holidays**

The Authority shall provide all eligible employees with the following paid holidays:

New Year's Day	January 1
Martin L. King's Birthday	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup> or Monday following
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Winter Holiday #1	December 24
Winter Holiday #2	December 25
New Year's Eve	December 31
Floating Holiday	Requested by Employee

The Floating Holiday becomes available to benefitted employees on January 1<sup>st</sup> of each year, and is intended to be used during that calendar year. The Floating Holiday is of 8 hours duration, must be pre-approved by the employee's manager, and must be used entirely in one day. Floating holidays that are not used during the year in which they are allotted will be paid out at the end of the year at the employee's then regular rate of pay. All allotted floating holidays that have not been taken before departure of employment will be paid out at the employee's then regular rate of pay.

At the discretion of the Executive Director, employees may be granted special Board-designated holidays and shall be granted days designated as legal holidays by the Governor of the State of California or the President of the United States, if granted as a paid holiday for federal or state employees. These special holidays shall be with eight (8) paid hours providing the employee is in paid status for eight (8) hours (or a full day) of the working day immediately before or after the holiday.

1. Holidays falling on Saturday or Sunday shall be celebrated on the preceding Friday or following Monday, respectively.
2. An employee who is paid overtime for working on a holiday or Board-granted day off shall not receive an additional day off.
3. An employee on unpaid leave shall not receive holiday pay unless the employee is in paid status the full day before and the full day after the holiday. An employee receiving prorated pay during leave, for example integrating wages with SDI, will receive the same prorated holiday pay as s/he receives in prorated wages on adjacent work days.

#### **B. Holidays Falling During Other Paid Leave**

When a holiday occurs on a day an employee is absent from work because of sick leave, vacation or other paid leave, the employee shall be paid for the holiday and the day shall not be counted as a day of paid leave.

#### **C. Part-time Employees**

Holiday compensation for part-time employees shall be proportionate to the employee's approved work schedule. (e.g. an employee working in a 20 hour week or half-time position would receive four (4) hours of holiday compensation for a holiday occurring during the work week.) Holidays that occur on a day other than the part-time employee's regularly scheduled work day shall be compensated either by salary at straight time or by allowing the part-time employee to take time off in the same pay period for the hours which are proportionate to the part-time position. The approved work schedule shall be established upon employment in a part-time status.



## **IX. VACATIONS**

### **A. Annual Vacations**

As annual vacations for the Authority personnel are in the best interests of both the Authority and its staff members, we encourage staff to utilize their vacation annually.

### **B. Vacation Accumulation**

Vacation time for eligible staff shall be earned on an hourly basis and accrue at the following rates for full-time service:

- .0635 hour per hour of service for less than 10,400 hours of service in paid status.
- .0750 hour per hour of service for service in paid status of at least 10,401 hours of service but less than 20,800 hours of service.
- .0952 hour per hour of service for service in paid status of at least 20,801 hours of service but less than 31,200 hours of service.
- .1096 hour per hour of service for service in paid status of more than 31,201 hours of service.

Eligible employees with less than full-time service shall earn vacation hours proportionate to the authorized hours of their positions.

Years of service in paid status shall mean years since the employee's original anniversary date as defined in Section VI.C.4.

Vacation credit shall accrue for each employee beginning on the date of hire.

Vacation leave may be requested for personal reasons that do not fall under the sick leave policy (§ X.A), for example, personal appointments non-medical in nature, and time off to care for pets.

### **C. Vacation Pay**

Pay for vacation days for all employees shall be at the same regular rate of pay as that which the employee would have received, exclusive of overtime payments, had the employee been in working status.

### **D. Vacation Pay upon Departure from Employment**

When an employee is terminated for any reason or voluntarily resigns, the employee shall be entitled to all vacation pay earned and accrued while on paid status up to and including the effective date of the termination.

### **E. Holidays**

Holidays falling during the scheduled paid vacation of any employee shall not be charged as a day of vacation.

## **F. Vacation Scheduling**

Vacations shall be scheduled at times requested by employees so far as possible within the Authority's work requirements as established by the Executive Director. The vacation schedule shall be subject to the approval of the Department Head and/or Executive Director. Conflicts between employees as to when vacation shall be taken shall be resolved by the Executive Director, who shall determine the order of leave. Seniority, the order in which requests are received, and operational needs shall be considerations in such determinations.

All vacations shall be requested and scheduled in advance. Use of vacation leave for unplanned absences is discouraged; unplanned is defined as less than 5 days' notice.

## **G. Maximum Vacation Accrual Cap**

An employee can accumulate a vacation leave balance of no more than 1.75 times the number of vacation hours that the employee can accrue annually based on the employee's accrual rate and full-time/part-time status.

Once an employee reaches the maximum vacation accrual cap, no further vacation hours shall accrue until such time as the employee's accrual drops below the maximum accrual cap. It is each employee's responsibility to track their vacation accrual and to schedule vacations in such a manner as to remain under their cap. No employee will be reimbursed for vacation hours that are not accrued because the employee was at the maximum vacation accrual cap.

## **H. Vacation Cash-Out**

An employee whose vacation accrual exceeds 200 hours as of November 1st can request in writing a cash-out up to 40 hours vacation on the first pay date in December. Such a request will be granted unless the Executive Director determines that such a cash-out would be against the best interest of the Authority.

## **X. LEAVES**

### **A. Sick Leave**

The Authority provides paid sick time to eligible employees. Temporary employees will only receive sick time as mandated by California's Healthy Workplaces Healthy Families Act (HWHFA). Probationary, full-time, part-time, and long-term temporary employees will receive additional sick time as outlined below.

#### **1. Eligibility**

Employees become eligible for HWHFA paid sick time once they have worked in California for the Authority for 30 days within a year from the start of employment. Probationary, full-time, part-time, and temporary employees will accrue sick time as outlined below.

#### **2. Annual Accrual of Paid Sick Time**

Probationary, full-time, part-time, and temporary employees begin to accrue paid sick time on the first day of employment.

Paid sick time accrues on an hourly basis. Employees shall accrue .0462 hour of sick leave for each hour of service in paid status (including holidays, paid leaves and vacation). Sick leave may be accrued to a maximum of 480 hours.

Exempt employees are assumed to work 40 hours per workweek, unless their normal workweek is fewer than 40 hours per week, in which case accrued paid sick time is based upon that normal workweek.

Once the maximum accrual cap is reached, employees will not accrue additional paid sick time until their accrual balance falls below the cap.

Paid sick time may be used to cover all or just part of a work day.

Employees will not accrue paid sick time during unpaid leaves of absence.

Employees are not required to find an employee to cover their work when they take paid sick time.

### **3. Reasons Sick Time May be Used**

Employees may use paid sick time for themselves and their eligible family members:

- For diagnosis, care or treatment of an existing medical condition; or
- For preventive care;
- Employees may also use paid sick time for safe time purposes if the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to:
  - Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim or their child;
  - Seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
  - Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
  - Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
  - Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.
- For purposes of this policy, "eligible family members" include a:
  - Spouse;
  - Biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands in loco parentis;
  - Biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child;
  - Sibling;
  - Grandparent or grandchild;

- Registered domestic partner (as defined by state or local law), as well as the child or parent of a registered domestic partner; and
- Designated person, who is person identified by the employee at the time the employees requests to use sick leave.

The definition of "child" applies irrespective of a child's age or dependency status. Employees are limited to one designated person per 12-month period.

#### **4. Requesting Paid Sick Time**

When the need for paid sick time use is foreseeable, employees must provide reasonable advance verbal or written notice to their supervisor for any absence from work. If the need for paid sick time is unforeseeable, employees must provide notice to their supervisor of the need to use the time as soon as practicable. In all circumstances, employees must specify that the requested time off is for sick or safe time reasons (as opposed to, for example, vacation time), so that the absence may be designated accordingly. Failure to obtain approval as soon as possible after determining the need to take such time may result in discipline.

#### **5. Rate of Pay for Sick Time**

For nonexempt employees, pay for sick time is calculated in the same manner as the employee's regular rate of pay for the workweek in which the employee uses sick time, regardless of whether the employee works overtime in that workweek. For exempt employees, payment for sick time is calculated in the same manner as wages are calculated for other forms of paid leave time.

#### **6. Carryover**

Accrued but unused paid sick time will carry over from year to year, subject to the maximum accrual cap.

#### **7. Separation from Employment**

Compensation for accrued and unused sick time is provided upon separation from employment.

Alternatively, the separating employee may have the option to purchase CalPERS service credit with the accrued and unused sick time. See Human Resources for details.

No payment for sick leave shall be made until an employee submits a leave request, and receives approval from the Department Head.

#### **8. Confidentiality**

The Authority will keep confidential the health information of the employee or employee's covered family member, as well as information related to domestic violence perpetrated against or sexual assault of the employee or employee's covered family member. Such information will not be disclosed except to the affected employee as permitted or required by law.

#### **9. Effect on Other Rights and Policies**

The Authority may provide other forms of leave for employees to care for medical conditions or for issues related to domestic violence under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or municipal law, provided eligibility requirements for that law are met. The Authority is committed to complying with

all applicable laws. Employees should contact Human Resources for information about other federal, state and municipal domestic violence, medical or family leave rights.

## **10. No Discrimination or Retaliation**

The Authority prohibits discrimination and/or retaliation against employees who request or use paid sick time for authorized circumstances or for making a complaint or informing a person about a suspected violation of this policy. Likewise, the Authority prohibits discrimination and/or retaliation for cooperating with city or state officials in investigating claimed violations of any paid sick leave law (including the HWHFA), cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice that is prohibited by any paid sick leave law, or informing any person of their potential rights under the law.

## **11. Sick Leave Cash-Out**

If the Executive Director deems it appropriate given operating and financial conditions, the Authority may from time to time provide the opportunity for eligible employees to cash out a portion of their accrued and unused sick leave.

## **B. Bereavement Leave**

Employees are entitled to up to five (5) days of Bereavement Leave to attend to the funeral and/or other obligations arising from the death of a covered family member. Covered family members are defined as an employee's spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. Employees will be eligible to take up to a total of five (5) days of paid Bereavement Leave each calendar year. Bereavement Leave requests should be submitted through the timekeeping system with a comment added noting reason for requested leave. The Authority may request verification of the need for Bereavement Leave. Employees may use accrued sick or vacation leave should they need to utilize more than five (5) days of leave for bereavement of a covered family member or for an individual who is not a covered family member.

## **C. Reproductive Loss Leave**

Employees are entitled to up to five (5) days of Reproductive Loss Leave following a reproductive loss event. Employees who have not used all of their five (5) days of paid Bereavement Leave in a calendar year may use the unused paid Bereavement Leave for Reproductive Loss Leave. Employees are eligible to use a maximum of five (5) days of paid time off for Bereavement Leave and/or Reproductive Loss Leave. Except as provided above, Reproductive Loss Leave is unpaid and Employee may use their accrued sick and/or vacation time to be paid while on Reproductive Loss Leave. An employee who experiences more than one reproductive loss event within a 12-month period may take a total of 20 days of reproductive loss leave within a 12-month period. Reproductive Loss Leave requests should be submitted through the timekeeping system as sick or vacation leave with a comment added noting reason for requested leave. The Authority may request verification of the need for Reproductive Loss Leave.

For purposes of this Policy, a reproductive loss event is defined as the following:

- Failed adoption, meaning the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party, where the employee would have been a parent of the adoptee if the adoption had been completed.

- Failed surrogacy, meaning the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate, where the employee would have been a parent of a child born as a result of the surrogacy.
- Miscarriage by the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.
- Stillbirth resulting from the pregnancy of the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.
- Unsuccessful assisted reproduction, which is defined as an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure for the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.

Reproductive Loss Leave days need not be taken consecutively but generally must be completed within three (3) months of the reproductive loss event. For a reproductive loss event that spans multiple days, the event is deemed to occur on the final day of the event. If an employee is on, or chooses to go on, a leave of absence under state or federal law (including California Family Rights Act leave or pregnancy disability leave), either prior to or immediately following a reproductive loss event, the employee must complete the Reproductive Loss Leave within three (3) months of the end date of the other leave.

The Authority will maintain the confidentiality of any employee requesting Reproductive Loss Leave. Any information provided to the Authority regarding Reproductive Loss Leave will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

#### **D. Workers' Compensation**

The Authority will grant eligible employees a workers' compensation leave in accordance with state law if you sustain an occupational illness or injury that prevents you from working. As an alternative, the Authority may offer you modified work. Leave taken due to a work-related injury or illness runs concurrently with family and medical leave under both federal and state law for eligible employees.

Employees must report all accidents, injuries, and illnesses, no matter how minor, to their immediate supervisor as soon as possible.

An employee who is eligible for workers' compensation temporary disability benefits may choose to use accumulated sick leave for the waiting period prior to receipt of temporary disability benefits.

Employees may not use sick leave to receive more than 100 percent of their compensation at any time (whether they are receiving worker's compensation or short term disability).

#### **E. Jury Duty**

An employee shall be entitled to leave without loss of pay for time the employee is required to perform jury duty. The Authority shall pay the employee the difference, if any, between the amounts received for jury duty and the employee's regular pay. This requires the employee to provide documentation to the Authority of jury duty payments. (An employee may be asked to and may sign a waiver of payment by the court of the jury duty fee). Any meal, mileage, and/or parking allowance provided the employee for

jury duty shall not be considered in the amount received for jury duty. Jury duty shall be paid for a period not to exceed 60 working days. Extended jury duty beyond that would be granted as leave without pay, pursuant to Section X.H.3. Exempt employees will not have their salary reduced for partial weeks of work due to jury duty or witness service.

#### **F. Catastrophic Closure**

In the event of a natural disaster or equivalent event for which the Board of Commissioners or the Executive Director deems it necessary to temporarily close an affected Authority facility, the Executive Director shall authorize pay for the time not worked by employees subject to the limitations of this section. Employees ordered to leave work or ordered not to report to work shall receive "other leave with pay" as follows:

- First Eight Hours: one (1) hour for each scheduled hour missed.
- Second Eight Hours: one-half (1/2) hour for each scheduled work hour missed, which may be supplemented by vacation leave.
- Third Eight Hours: one-half (1/2) hour for each scheduled work hour missed, which may be supplemented by vacation leave.

Additional Hours: No compensation, except employees may use paid time off (i.e. administrative leave, or vacation, any compensatory time balance remaining).

#### **G. Administrative Leave**

Department Directors who are ineligible for premium overtime are entitled to 40 hours of administrative leave with pay each fiscal year. The requested leave shall be subject to prior approval by the Executive Director. Unused administrative leave will be paid out by check or direct deposit at the end of the fiscal year at the employee's then regular rate of pay.

#### **H. Break in Service**

No absence under any paid leave provisions of this article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of these policies shall continue to accrue under such absence.

#### **I. Personal Leave of Absence Without Pay**

A regular employee who has used all accrued paid leave, including vacation, administrative, holiday, or other, and who requests to be absent from work, may be granted a leave of absence without pay at the discretion of the Executive Director or their designee. A personal leave may not exceed 2,080 hours of total leave time. If the employee needs to take unpaid medical leave or leave as reasonable accommodation, the time off will be provided under the medical leave policy set forth below.

1. Request for Leave. The employee is required to submit a letter of request to the Executive Director which states specific reasons for the personal leave and includes any documentation required by the Executive Director.
2. Failure to Return. Any employee who fails to return upon the expiration of any leave of absence without pay shall be regarded as having voluntarily resigned.

3. Effect of Leave of Absence Without Pay on Service Hours and Benefits. Periods of a leave of absence without pay shall not be included as hours in paid service for purposes of seniority, step advancement, probationary period, or vacation and sick leave credit, except as may be required by law. Periods of leave of absence without pay will result in a prorated (decreased) agency contribution toward Authority benefits, including, health insurance, dental insurance, and vision insurance for employees and dependents, except where such proration is prohibited by law or other policies such as FMLA and PDL.
4. Reinstatement following a personal leave is not guaranteed.

## **J. Medical Leave of Absence**

Employees who believe they need a medical leave of absence should contact Human Resources and request one. Determinations regarding whether to grant the leave, the length of the leave, reinstatement following the leave and continuation of benefits will be made in accordance with applicable law. Leave under this policy runs concurrently with leave under all applicable local, state or federal law. Medical certification of the need for a leave may be requested.

## **K. Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leave**

The Authority will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws have different names, the Authority refers to the federal Family and Medical Leave Act (Fed-FMLA) and the California Family Rights Act (CFRA) collectively as "FMLA Leave." In any case, employees will be eligible for the most generous benefits available under applicable law.

### **1. Employee Eligibility**

To be eligible for FMLA Leave, employees must: (1) have been employed by the Authority for a total of at least 12 month (52 weeks) at any time prior to the commencement of a FMLA leave; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify for FMLA Leave, they should contact Human Resources.

### **2. Reasons for Leave**

Federal and state laws allow FMLA Leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a registered domestic partner, a child of a registered domestic partner, an adult child, a grandparent, a grandchild, a sibling or a parent-in-law (CFRA only), incapacity due to pregnancy or prenatal care as a serious health condition (Fed-FMLA only), qualifying exigency leave (Fed-FMLA only) and military caregiver leave (Fed-FMLA only). Additionally, CFRA coverage for an employee's own serious health condition that also constitutes a disability under the California's Fair Employment and Housing Act (FEHA) is separate and distinct from FEHA protections. If the employee cannot return to work at the expiration of the CFRA leave, the Authority will engage the employee in the interactive process to determine whether an extension of the leave would be a reasonable accommodation under the FEHA.

FMLA Leave may be used for one of the following reasons:



- The birth, adoption or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, registered domestic partner, child, child of a registered domestic partner, parent, grandparent, grandchild, sibling or parent-in-law) with a serious health condition (Family Care Leave);
- An employee's inability to work because of a serious health condition (Serious Health Condition Leave);
- A "qualifying exigency," as defined under the Fed-FMLA, arising from a spouse's, child's or parent's "covered active duty" as a member of the military reserves, National Guard or Armed Forces (Qualifying Exigency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember" (Military Caregiver Leave).

### **3. Definitions**

"Child," for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Fed-FMLA Leave is to commence. For CFRA leave, a "child" may be any age and there is no requirement that a "child" aged 18 or older be incapable of self-care because of a mental or physical disability at the time the CFRA leave is to start. "Child," for purposes of Qualifying Exigency Leave and Military Caregiver Leave, means a biological, adopted or foster child; stepchild; legal ward; or a child for whom the person stood in loco parentis, and who is of any age.

"Parent," for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. For Qualifying Exigency Leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.

"Covered Active Duty" means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

"Covered Servicemember" means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties; or (2) a person who, during the five years prior to the treatment necessitating the leave, served in the active military, Naval or Air Service, and who was discharged or released under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009, and March 8, 2013, is excluded.

"Spouse" means a husband or wife. Husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state. For purposes of CFRA leave, a spouse includes a registered domestic partner or same-sex partners in marriage.

"Serious health condition" means an illness, injury, impairment or physical or mental condition that involves either:

- Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice or residential medical care facility, including any period of incapacity (that is, inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or
- Continuing treatment (including, but not limited to, substance abuse treatment) by a health care provider that includes one or more of the following:
  - A period of incapacity (that is, inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.
  - Any period of incapacity due to pregnancy or prenatal care (under the Fed-FMLA, but not the CFRA).
  - Any period of incapacity or treatment for incapacity due to a chronic serious health condition that requires periodic visits to a health care provider, continues over an extended period of time and may cause episodic incapacity.
  - A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke and the terminal stages of a disease.
  - Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

"Serious injury or illness" in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered servicemember in the line of duty on active duty (or that preexisted the member's active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render that individual medically unfit to perform the duties of their office, grade, rank or rating. In the case of a covered veteran, "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.

"Qualifying exigency" is defined by the Department of Labor and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

#### **4. Length of Leave**

If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; and (3) Serious Health Condition Leave. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law.

The applicable "12-month period" utilized by the Authority is the 12-month period measured forward from the start date of the employee's first FMLA leave. Under this method the 12-month period is measured forward from the day the employee uses any FMLA leave.

The maximum amount of Fed-FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the Authority and are eligible for leave under this policy, under the Fed-FMLA, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

To the extent required by law, leave beyond an employee's FMLA Leave entitlement will be granted when the leave is necessitated by an employee's work-related injury or illness, a pregnancy-related disability or a "disability" as defined under the Americans with Disabilities Act (ADA) and/or the Fair Employment and Housing Act (FEHA). When the reason for CFRA leave was the employee's serious health condition, which also constitutes a "disability" under the FEHA and the employee cannot return to work at the conclusion of the CFRA leave, the Authority will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA.

#### **5. Intermittent or Reduced Schedule Leave**

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time or reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently or on a reduced schedule whenever it is medically necessary to care for the employee's covered family member with a serious health condition or because the employee has a serious health condition. The medical necessity of the leave must be determined by the health care provider of the person with the serious health condition.

Intermittent or reduced schedule leave may also be taken for absences where the employee is incapacitated or unable to perform the essential functions of the job because of a chronic serious health condition, even if the person does not receive treatment by a health care provider.

Leave due to military exigencies may also be taken on an intermittent basis.

Leave taken intermittently may be taken in increments of no less than 15 minutes. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Authority's operations. Please

contact Human Resources prior to scheduling medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, we may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work mid-way through a shift in order to take CFRA leave and is therefore forced to be absent for the entire shift, the entire period will be counted against the employee's CFRA entitlement. However, if there are other aspects of work that the employee is able to perform that are not physically impossible, then the employee will be permitted to return to work, thereby reducing the amount of time to be charged to the employee's CFRA entitlement.

Requests for intermittent or reduced schedule leave for the birth or placement of a child may be directed to Human Resources and will be considered on a case-by-case basis depending on the needs of the Authority. If the request is granted, the Authority may require the employee to transfer temporarily to an available alternative position.

### **Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements**

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days' advance notice or such notice as is both possible and practical if the leave must begin in fewer than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the Authority's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health Care Provider form);
- Periodic recertification (as allowed by law); and
- Periodic reports during the leave.

In addition to other notice provisions, employees requesting leave for CFRA qualifying reasons must respond to any questions designed to determine whether an absence is potentially qualifying for leave under this policy. Failure to respond to permissible inquiries regarding the leave request may result in denial of CFRA leave protections. Similarly, an employee or the employee's spokesperson may be required to provide additional information needed to determine whether a requested leave qualifies for Fed-FMLA protections. An employee's failure to adequately explain the reason for the leave may result in the denial of Fed-FMLA protections.

Certification forms are available from Human Resources. At the Authority's expense, we may require a second or third medical opinion regarding the employee's own serious health condition for Fed-FMLA purposes and, for CFRA purposes, the employee's own serious health condition or the serious health condition of an employee's family member. In limited cases, we may require a second or third opinion regarding the injury or illness of a Covered Servicemember. Employees are expected to cooperate with the Authority in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Authority's operation. Please contact Human Resources prior to scheduling planned medical treatment.

If an employee does not produce the certification as requested, the FMLA leave will not be protected.

## **6. Recertification After Grant of Leave**

In addition to the requirements listed above, if an employee's Fed-FMLA leave is certified, the Authority may later require medical recertification in connection with an absence that the employee reports as qualifying for Fed-FMLA leave. For example, the Authority may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee encounters complications); or (3) the Authority receives information that casts doubt upon the employee's stated reason for the absence. In addition, the Authority may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Authority will be at the employee's expense.

In addition to the requirement listed above, a recertification under the CFRA may only be requested at the expiration of the time period in the original certification for time off for the employee's own serious health condition.

If an employee does not produce the recertification as requested, the leave will not be CFRA protected.

## **7. Qualifying Exigency Leave Requirements**

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered servicemember's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the servicemember's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources.

## **8. Failure to Provide Notice or Certification and to Return From Leave**

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at the leave's expiration and has not obtained an extension of the leave, the Authority may presume that the employee does not plan to return to work and has voluntarily terminated their employment.

## **9. Compensation During Leave**

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or the Authority's sponsored wage-replacement benefit programs. Employees may

also choose to use accrued vacation and sick leave, to the extent permitted by law and the Authority's policy. If employees elect to have wage-replacement benefits and accrued paid leave integrated, the integration will be arranged such that employees will receive no greater compensation than their regular compensation during this period. The use of paid benefits will not extend the length of FMLA Leave.

## **10. Benefits During Leave**

The Authority will continue making contributions to employees' group health benefits during their leave on the same terms as if the employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave and Qualifying Exigency Leave will generally be provided with group health benefits for a 12-workweek period. When the reason for leave is a pregnancy-related disability, which is a serious health condition under the Fed-FMLA but not the CFRA, and the employee takes additional time off that qualifies as CFRA leave, the Authority will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Authority may recover premiums it paid on an employee's behalf to maintain health coverage if the employee fails to return to work following FMLA Leave.

An employee's length of service will remain intact, but benefits such as vacation and sick leave may not accrue while on an unpaid FMLA Leave.

## **11. Job Reinstatement**

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. If an employee becomes unqualified during CFRA leave as a result of not attending a necessary course, or renewing a license, the employee will be given a reasonable opportunity to fulfill those conditions upon returning to work. Further, the Authority may grant an employee's request to work a different shift, in a different or better position, or in a different location, that is better suited to the employee's personal needs upon returning from CFRA leave. The Authority will also consider a reasonable accommodation under the FEHA if the employee is returning from CFRA leave for their own serious health condition. However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if an employee would have been laid off or their position would have been eliminated even if he or she had not gone on leave, then the employee will not be entitled to reinstatement. However, if an employee has been replaced or the employee's position was restructured to accommodate the employee absence, the employee is entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee is able to resume work. For an employee on intermittent or reduced schedule FMLA Leave, such a release may be required up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform their duties, based on the serious health condition for which the employee took the intermittent or reduced schedule leave.

Key employees may be subject to reinstatement limitations in some circumstances. If employees are considered a "key employee," those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence, or when leave begins, if earlier.

## **12. Confidentiality**

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

## **13. Fraudulent Use of FMLA Leave Prohibited**

An employee who fraudulently obtains FMLA Leave from the Authority is not protected by the Fed-FMLA's or the CFRA's job restoration or maintenance of health benefits provisions. In addition, the Authority will take all available appropriate disciplinary action against an employee due to such fraud.

## **14. Nondiscrimination**

The Authority takes its FMLA Leave obligations very seriously and will not interfere with, restrain or deny the exercise of any rights provided by the Fed-FMLA or the CFRA. We will not terminate or discriminate against any individual for opposing any practice or because of involvement in any proceeding related to the Fed-FMLA or CFRA. If an employee believes that their Fed-FMLA or CFRA rights have been violated in any way, he or she should immediately report the matter to Human Resources.

Employees should contact Human Resources as to any Fed-FMLA or CFRA questions they may have.

## **15. Additional Information About Federal FMLA Leave**

A "Notice to Employees of Rights Under FMLA" (WHD Publication 1420) is available at [www.dol.gov](http://www.dol.gov) or from Human Resources and is attached the handbook.

### **L. Pregnancy and Pregnancy Related Disabilities Leave and Accommodation**

#### **1. Pregnancy Disability Leave**

Any employee who is disabled by pregnancy, childbirth, or a related medical condition (including medical conditions related to lactation) is eligible for up to four months of pregnancy disability leave. There is no length of service requirement.

For purposes of this policy, you are "disabled by pregnancy" when, in the opinion of your healthcare provider, you cannot work at all or are unable to perform any one or more of the essential functions of your job or to perform them without undue risk to yourself, the successful completion of your pregnancy, or to other persons as determined by a health care provider. The term "disabled" also applies to certain pregnancy-related conditions, such as severe morning sickness or if you need to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

#### **2. Reasonable Accommodation for Pregnancy-Related Disabilities**

Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. You are affected by pregnancy if you are pregnant or have a related medical condition, and because of pregnancy, your health care provider has certified that it is medically advisable for you to temporarily transfer or to receive some other accommodation.

The Authority will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to an employee affected by pregnancy if:

- She requests a transfer or other accommodation;
- The request is based upon the certification of her health care provider as “medically advisable”; and
- The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

No additional position will be created and the Authority will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job as a part of the accommodation process.

Examples of reasonable accommodations include: (1) modifying work schedules to provide earlier or later hours; (2) modifying work duties, practices or policies; (3) providing time off; (4) providing furniture (such as stools) and modifying equipment and devices; and (5) providing additional break time for lactation or trips to the restroom. If time off or a reduction in hours is granted as a reasonable accommodation, the Authority will consider the reduced hours/time off as pregnancy disability leave and deduct those hours from an employee's four-month leave entitlement.

### **3. Advance Notice and Medical Certification**

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, you must:

- Provide 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not foreseeable; and
- Provide a signed medical certification from your health care provider that states that you are disabled due to pregnancy or that it is medically advisable for you to be temporarily transferred or to receive some other requested accommodation.

The Authority may require you to provide a new certification if you request an extension of time for your leave, transfer or other requested accommodation.

Failure to provide the Authority with reasonable advance notice may result in the delay of leave, transfer or other requested accommodation.

### **4. Duration**

The Authority will provide you with a Pregnancy Disability Leave of Absence for the duration of your pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by your health care provider. The four months of leave available to an employee due to her pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks.

The Authority may require an employee to temporarily transfer to an available alternative position to meet the medical need of the employee to take intermittent leave or work on a reduced schedule as certified



by the employee's health care provider. The employee must be qualified for the alternative position, which will have an equivalent rate of pay and benefits, but not necessarily equivalent job duties.

Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

The length of the transfer will depend upon the employee's physical condition before and after childbirth.

## **5. Reinstatement**

If you and the Authority have agreed upon a definite date of return from your leave of absence or transfer, you will be reinstated on that date if you notify the Authority that you are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, you will be returned to work within two (2) business days, where feasible, after you notify the Authority of your readiness to return.

Before you will be allowed to return to work in your regular job following a leave of absence or transfer, you must provide the Human Resources department with a certification from your health care provider that you can safely perform all of the essential duties of your position, with or without reasonable accommodation. If you do not provide such a release prior to or upon reporting for work, you will be sent home until a release is provided. This time before the release is provided will be unpaid.

Employees will be returned to the same position upon the conclusion of their leave of absence or transfer unless the position ceases to exist. In cases where the employee's position no longer exists, the Authority will provide a comparable position on the scheduled return date or within 60 calendar days of that return date. However, employees will not be entitled to any greater right to reinstatement than if they had not taken the leave.

To the extent required by law, some extensions beyond an employee's pregnancy disability leave entitlement may be granted when the leave is necessitated by an employee's injury, illness or "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law.

The Authority will not discriminate or retaliate against employees because they request or make use of leave, a transfer or other accommodations in accordance with this policy. This policy does not limit a pregnant employee's rights under any other policy or laws protecting gender, pregnancy and childbirth, or health conditions related to pregnancy or childbirth.

## **6. Integration with Other Benefits**

Pregnancy Disability Leaves of Absence and accommodations that require you to work a reduced work schedule or to take time off from work intermittently are unpaid. You may elect to use accrued sick leave or vacation leave during the leave of absence. However, use of such time off will not extend the available leave of absence time. Vacation and sick leave hours will not accrue during any unpaid portion of the leave of absence, and you will not receive pay for official holidays that are observed during your leave of absence except during those periods when you are substituting vacation or sick leave for unpaid leave.

Employees should apply for California State Disability insurance ("SDI") benefits. SDI forms are available from the Authority or your health care provider. Any SDI for which you are eligible will be integrated with accrued vacation, sick leave, or other paid time off benefits so that you do not receive more than 100% of your regular pay.

## **7. Benefits**

The Authority will maintain an employee's health insurance benefits during an employee's Pregnancy Disability Leave for a period of up to four months (as defined above) on the same terms as they were provided prior to the leave time. If you take additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act leave, the Authority will continue your health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

In some instances, the Authority may recover premiums it paid to maintain health insurance benefits if you fail to return to work following your pregnancy disability leave for reasons other than taking additional leave afforded by law or Authority policy or not returning due to circumstances beyond your control.

### **M. Absence Without Leave**

An employee absent from duty for a period which exceeds three (3) working days without authorized leave shall be considered to have abandoned their position and to have automatically resigned.

Such resignation shall be rescinded by the Executive Director if the employee can show to the satisfaction of the Executive Director that it was impossible to contact the human resources office or the employee's department head, provided the employee contacts the Authority at the first opportunity.

The employee may appeal the Executive Director's determination pursuant to Section XIV. The appeal is solely limited to the question of whether it was impossible for the employee to contact the Authority and whether the employee did contact the Authority at the first opportunity.

### **N. Suspension**

Employees on disciplinary suspension shall not receive any paid leave or holiday pay for the period of suspension, nor accrue hours of service for purposes of step advancement or completion of probation.

### **O. Mandatory Leave With Pay**

The Executive Director may require that an employee be absent from work with pay when the Executive Director deems it necessary for the protection or well-being of the employee, fellow employees, the public and/or the Authority, provided that such leave with pay shall not continue for more than thirty (30) working days.

### **P. Crime Victim Leave for Certain Felonies**

The Authority prohibits discrimination against an employee who wishes to take time off from work to attend judicial proceedings related to certain violent, serious or theft/embezzlement related felonies committed against the employee, the employee's immediate family member, the employee's registered domestic partner or a child of the employee's registered domestic partner.

"Immediate family member" is defined as an employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

Before an employee may be absent from work to attend a judicial proceeding, the employee must give the employer a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must provide within reasonable time documentation evidencing the judicial proceeding from (1) the court or government agency setting the

hearing; (2) the district attorney or prosecuting attorney's office; or (3) the victim/witness office that is advocating on behalf of the victim.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

#### **Q. Leave To Attend Court Proceedings for Serious Crimes**

The Authority prohibits discrimination against an employee who is a victim of certain serious criminal offenses and wishes to take time off to appear in court to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, or post-conviction release decision or any proceeding in which a right of the victim is at issue.

A "victim" means any employee who suffers direct or threatened physical, psychological or financial harm as a result of the commission or attempted commission of a serious criminal offense. The term "victim" also includes the employee's spouse, registered domestic partner, parent, child, sibling or guardian.

Before employees may take time off under this policy, they must provide the Authority with reasonable advance notice of their intention to take time off, unless the advance notice is not feasible. If an employee must take an unscheduled absence due to victimization from a serious criminal offense, the employee must provide the Authority with a certification within a reasonable time. The types of certification to account for an unscheduled absence include: a police report indicating the employee was a victim of one of the specified serious criminal offenses; a court order protecting or separating the employee from the perpetrator of one or more of the specified offenses, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or documentation from a medical professional, domestic violence counselor or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries resulting in victimization from one of the specific serious criminal offenses.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

#### **R. Time Off for Domestic Violence Victims And Victims Of Sexual Assault Or Stalking**

The Authority will provide time off to any employee who is a victim of domestic violence, sexual assault, and/or stalking so that the employee may obtain or attempt to obtain relief and to help ensure the health, safety, or welfare of the employee or the employee's child. The relief that may be sought includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief. When taking such leave, the employee should give the Authority reasonable notice of the leave, unless advance notice is not feasible. The Authority also may require the employee to provide written verification of the need for the time off, such as a police report, court order or documentation from a medical professional, etc. The Authority will make reasonable accommodations for any employee who reports that he or she is the victim of domestic violence, sexual assault or stalking and requests that the Authority accommodate their safety while at work, unless undue hardship to the Authority would result. Additionally, an employee who is a victim of domestic violence and/or a victim of sexual assault may take time off to attend to any of the following: (1) to seek medical attention for injuries caused by domestic violence; (2) to obtain service from

a domestic violence shelter, program, or rape crisis center; (3) to obtain psychological counseling; and (4) to participate in safety planning and to take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

If the reason for the leave is also covered by the federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the leave pursuant to this policy and FMLA/CFRA will run concurrently. Therefore, the length of leave is limited to that provided under the FMLA and CFRA. For example, an employee is not entitled to time off due to reasons in this policy if he or she has already exhausted the maximum 12 weeks of leave under the FMLA/CFRA.

Confidentiality of the situation, including the employee's request for the time off, will be maintained to the greatest extent possible. Employees may use accrued benefits, such as existing vacation time or other accrued paid time off, in order to receive compensation during the time taken off from work.

#### **S. Time Off To Vote**

The Authority encourages all employees to fulfill their civic responsibilities and to vote in all public elections. Most employees' schedules provide sufficient time to vote either before or after working hours. If you do not have sufficient time outside of working hours to vote, you may receive up to two hours of paid time off to vote. Any additional time off will be without pay. Employees must request time off from their department head at least two working days before election day so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to normal work schedules. If approved for time off, you will not incur any attendance infractions for missing work to vote.

#### **T. Emergency Responder Leave**

If you are a registered volunteer firefighter, reserve peace officer, or emergency rescue personnel who intends to perform emergency duty during work hours, alert your department head so that we are aware of the fact that you may have to take time off to perform emergency duty. In the event you need to take time off for this type of emergency duty, alert your supervisor or department head before leaving work. Employees will also be allowed up to 14 calendar days of leave per year to engage in fire, law enforcement or emergency rescue training. All time off for these purposes is unpaid.

#### **U. School or Child Care Activities Leave**

An employee who is a parent to one or more children who are of the age to attend a licensed child care provider, kindergarten or grades one through 12 may take up to 40 hours of leave per school year to participate in any of the following:

- Finding, enrolling or reenrolling the child in a school or with a licensed child care provider;
- Participating in school or child care-related activities; or
- Addressing a child care provider or school emergency.

"Parent" includes parent, guardian, stepparent, foster parent, grandparent, and persons who stand in loco parentis (in place of a parent) to a child.

Time off for reasons other than a child care provider or school emergency is limited to eight hours per calendar month. Child care provider or school emergencies occur when the child cannot remain in school or with a child care provider due to one of the following:

- The school or child care provider has requested that the child be picked up or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires that the child be picked up from school or child care;
- Behavioral or discipline problems;
- Closure or unexpected unavailability of the school or child care provider (excluding planned holidays);
- A natural disaster (e.g., fire, earthquake or flood).

Employees wishing to take time off for a planned absence (e.g., to participate in scheduled school or child care provider activities or enroll a child in school or with a child care provider), must provide reasonable advance notice to their supervisor. Employees needing time off to address a child care provider or school emergency must provide notice to their supervisor as soon as practicable.

The Authority may require employees to provide documentation from the school or child care provider verifying that the employee participated in the school or childcare activity, including the date and time of the activity.

If both parents of a child work for the Authority, only one parent - the first to provide notice - may take the time off, unless the Authority approves both parents taking time off simultaneously.

Employees must substitute any existing vacation time or other accrued paid time off (PTO) for any part of this leave. Employees who do not have vacation time or PTO available will be allowed time off without pay.

## **V. School Conference Leave**

Employees who are the parent or custodial guardian of a child in kindergarten or grades one through 12 may take time off to attend a school conference involving their child.

To be eligible for leave, the child must be living with the employee, and the employee must provide advance notice that their appearance at the school has been requested.

The Authority may require employees to provide documentation, including a copy of the school's notice or some other certification stating that the employee's presence at the school is mandatory.

Employees wishing to take such leave may utilize their existing vacation time or other accrued paid time off.

School visits for other purposes may be covered under the Authority's School or Day Care Activities Leave policy.

## **W. Time Off for Bone Marrow Donation**

Employees will be provided a leave of absence to undergo a medical procedure to donate bone marrow to another person. The combined length of bone marrow leave may not exceed five workdays in any one-year period. To qualify for this leave, the employee must submit verification by a physician detailing that there is a medical necessity for the donation, as well as the length of each leave requested. Employees must use earned sick/vacation concurrently with this time off. If an employee does not have enough earned sick/vacation time to cover the leave, the remaining days of leave will be with pay by the Authority. Use of this leave will not be counted against any available FMLA/CFRA time. This is also not considered

a break in service for purposes of benefits or seniority. While on leave for bone marrow donation, the Authority will maintain all group health insurance benefits as if the employee was still at work.

In most circumstances, upon return from this leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee did not take a leave. For example, if an employee on leave for bone marrow donation would have been laid off had the employee not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

#### **X. Time Off for Organ Donation**

Employees will be provided a leave of absence to undergo a medical procedure to donate an organ to another person. The combined length of the leaves may not exceed 60 business days, 30 workdays with pay and 30 workdays without pay in any one-year period. To qualify for this leave, the employee must submit verification by a physician detailing that there is a medical necessity for the donation, as well as the length of each leave requested. Employees must use their available sick/vacation during the first two weeks of leave, and the remaining first 30 workdays of leave, if any, will be with pay by the Authority. If the employee cannot return to work following the first 30 workdays of leave, the employee can take additional 30 workdays of leave without pay. Use of this leave will be not be counted against any available FMLA/CFRA time. This is also not considered a break in continuous service for purposes of benefits or seniority. While on leave for organ donation, the Authority will maintain all group health insurance benefits as if the employee was still at work.

In most circumstances, upon return from this leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee did not take a leave. For example, if an employee on leave for organ donation would have been laid off had the employee not take a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

#### **Y. Other Leaves**

The leaves of absence described above are intended to provide an overview of the leaves that may be available to employees. The Authority provides employees with all legally required leaves of absences. Employees may also be entitled to additional leaves of absence: Witness Service Leave, Military Leave, Family Military Leave, Civil Air Patrol Leave and Election Officer Leave. If you need time off for any reason, please check with the Human Resources department to determine whether you qualify to take a leave of absence.

### **XI. LAYOFFS, REORGANIZATIONS, REDUCTIONS IN SCHEDULED HOURS, AND FURLOUGHS**

#### **A. Reorganizations and Reductions in Employee Staffing**

When required, a reorganization or reduction in employee overhead may be accomplished by layoffs, mandatory involuntary reduction in hours, voluntary part time schedules, or short-term furloughs without pay. The Executive Director will determine the method to be used for reorganizations and to reduce employee overhead.

## **B. Definitions**

1. **Layoff.** A layoff is the involuntary permanent separation of an employee from the Authority because of lack of work, lack of funds, reorganization of positions or duties, or other reasons determined by the Executive Director to be in the best interest of the Authority.
2. **Furlough.** A furlough is the involuntary temporary separation of an employee from the Authority because of lack of work, lack of funds, or other reasons determined by the Executive Director to be in the best interest of the Authority. A furlough may be implemented to cover several non-continuous periods during the fiscal year. With the exception of the 2-week written notice requirement specified below, the terms of this policy shall not apply to a furlough.
3. **Reduction of Hours.** A reduction of hours is a mandatory or voluntary reduction in the number of scheduled hours for a position during a work week either on a temporary or permanent basis. Depending upon the amount of hours worked by the employee, the employee may have part-time status. With the exception of the 2-week written notice requirement specified below, the terms of this policy shall not apply to the reduction of hours.

## **C. Decision Process**

The Executive Director shall have full discretion to determine the department in which the reorganization or reduction is to be made and the number and classes of positions to be impacted and the employees to be impacted.

## **D. Notice of Action**

The Authority shall provide affected employees with two (2) weeks written notice of effective date of any action taken pursuant to this policy.

## **E. Order of Layoff**

When it is necessary to lay off employees, the Executive Director shall prepare or cause to be prepared a list of the order of layoff based on the reasons for the layoff and the needs of the Authority.

## **F. Seniority for Purpose of Layoff, Displacement and Involuntary Reduction in Hours**

Seniority rights for purposes of this policy shall be available only to Authority employees who have attained regular status. Seniority may be one factor that the Authority takes into consideration when determining order of layoff, displacement or involuntary reduction in hours.

For purposes of seniority under this policy only, an employee who is laid off by the Authority and rehired to a regular position within two (2) years of the date of the layoff shall be deemed to be continuously employed by the Authority. However, no seniority credit shall accrue while an employee has been laid off and is not working for the Authority.

## **XII. RESIGNATION AND RETIREMENT**

### **A. Resignation**

An employee who desires to terminate their employment shall submit a signed letter of resignation or retirement to the Executive Director or their designee. The Authority would appreciate notice at least two (2) weeks prior to the effective date of such resignation or retirement. The Executive Director, or their

designee, shall have the authority to accept letters of resignation or retirement and such letters shall be deemed accepted upon receipt by the Executive Director or their designee or supervisor.

### **XIII. GRIEVANCES**

#### **A. Grievance Procedure**

The Authority recognizes that rapid grievance settlement is desirable and herein establishes a method for such settlement of employee grievances.

This grievance procedure is intended to provide a progressive series of steps through which employees may present grievances, with the aim of resolving grievances at the lowest administrative level consistent with the management representatives' authority.

Each employee and/or their representative shall be free from restraint, interference, coercion, discrimination or reprisal in utilizing this procedure.

A grievant is an employee with an alleged grievance. A grievance is an alleged misinterpretation, violation, or misapplication of these policies and procedures which affect the wages, hours or working conditions of the employee. Specifically excluded from the grievance procedure are dismissals, suspensions or other disciplinary actions.

1. Informal Resolution. Within ten (10) calendar days of the occurrence or discovery of an alleged grievance, the grievant may informally discuss the grievance with the immediate supervisor.

2. Formal Grievances. If the grievance is not settled through informal discussion, the grievant may file a formal grievance within twenty (20) calendar days of the occurrence or discovery of an alleged grievance. The formal grievance shall be presented by the aggrieved in writing to their Department Head. The grievance form shall contain information which:

- a. Identifies the aggrieved.
- b. Contains the specific nature of the grievance.
- c. Indicates the date, time and place of its occurrence.
- d. States the provision of the policies alleged to have been violated, improperly interpreted, applied or misapplied.
- e. Indicates the consideration given or steps taken to secure informal resolution including the date of informal discussion.
- f. States the corrective action desired.

A decision by the Department Head shall be made in writing within ten (10) business days of receipt of the grievance.

3. If the grievant is not satisfied by the Department Head's decision, the grievant may appeal such decision to the Human Resources Director by filing a written request with the Human Resources Director within seven (7) business days of receipt of the decision of the Department Head.

A decision by the Human Resources Director shall be made in writing within ten (10) business days of receipt of the grievance.



4. If the grievant is not satisfied by the Human Resources Director's decision, the grievant may appeal such decision to the Executive Director by filing a written request with the Executive Director within seven (7) business days of receipt of the decision of the Department Head.

The Executive Director shall render a written decision to the employee within ten (10) business days of the receipt of the written appeal. Copies of the decision shall be provided to the employee, the employee's representative, if any, the Department Head, and the Human Resources Director. The decision of the Executive Director shall be final.

#### **B. General Provision**

1. Time limits specified in the processing of grievances may be waived by mutual written agreement.
2. If an employee does not present their grievance or does not appeal the decision rendered regarding their grievance within the time limits, the grievance shall be considered resolved.
3. If the Department Head does not respond within the time limits provided, the aggrieved may proceed to the next step of this grievance procedure.
4. In the event either the responding employee and/or designated representative, their supervisor/department head, and/or Executive Director is on paid leave, approved leave of absence without pay or on assignment out of the jurisdiction for one day or more, the period of response for that party shall be extended for the period of such absence, following notification to the other party within the running time limit. This provision shall not extend the time in which an employee must file the initial formal grievance.
5. A copy of the grievance form shall be forwarded to the Executive Director when the formal grievance is filed.
6. In the event of an unusual number of grievances being filed, the Executive Director may consolidate like grievances and/or temporarily suspend grievance processing on a department-wide or Authority-wide basis.

### **XIV. DISCIPLINARY ACTIONS AND PERFORMANCE IMPROVEMENT**

#### **A. Disciplinary Actions and Performance Improvement Notices and Plans**

This policy relates to the implementation of disciplinary actions and process of documenting the need for Performance Improvement of regular employees whose job performance, actions or behavior fall below acceptable standards. The Authority does not follow a specific progressive disciplinary format but rather reserves the right to issue any type of disciplinary notice in response to any conduct or performance issue up to and including termination of employment. The Executive Director has the authority to choose to utilize any type of disciplinary notice in response to a conduct or performance issue in the Executive Director's sole discretion.

#### **B. Authority**

Employees may be reprimanded, dismissed, suspended, reduced in compensation, demoted or otherwise disciplined by the Authority for conduct violations or performance issues.

### **C. Causes for Disciplinary Actions and Performance Improvement Notice**

The following may be considered as causes for discipline and reasons for a performance improvement notice, or performance improvement plan, although there may be other causes creating a need for performance improvement notice and further action up to and including termination. It is not possible to list all forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions that may result in the need to communicate performance improvement expectations or additional action such as suspension, demotion or termination of employment:

1. Fraud in securing appointment.
2. Incompetence or inefficiency.
3. Inexcusable neglect of duty.
4. Failure to comply with management's directions regarding job duties.
5. Unauthorized or wasteful use of public funds, supplies, and equipment.
6. Consumption and/or use of alcoholic beverages, narcotics, drugs, or other intoxicants during working time, on Authority premises or in a manner that interferes with job performance, or reporting for work under the influence of any of the same.
7. Current unlawful use or possession of controlled substances.
8. Violation of the attendance policy.
9. Engaging in any unlawful conduct during working time or on Authority premises.
10. Unethical treatment of the public or other employees.
11. Willful violation of Authority policy or regulations.
12. Negligent or willful damage or risk of damage, or use of Authority property in violation of Authority rules or applicable law.
13. Lack of integrity in completing job duties.
14. Dishonesty or fraud in completion of job duties.
15. Failure to maintain satisfactory working relationships with the public, other public agencies, and other employees.
16. Failure to report to duty at the assigned time and place, unless the reason is legally protected.
17. Violation of the confidentiality policy.
18. Falsification of employment records, employment information, or other records.
19. Failing to observe working schedules, including rest and lunch periods.
20. Working overtime without authorization..

21. Provoking a physical fight or physical fighting during working hours and/or on premises owned or occupied by the Authority.
22. Carrying firearms at any time on premises owned or occupied by the Authority.
23. Violation of the Authority's harassment, discrimination or retaliation policies.
24. Any actual or apparent conflict of interest in carrying out job duties.

#### **D. Types of Disciplinary Action**

Notices may be issued in any order at the Authority's sole discretion.

1. Verbal notice. A formal discussion with an employee about performance or conduct problems. This action may be documented by the supervisor or Department Head in memorandum form with a copy given to the employee.
2. Written performance improvement notice. A written report presented to an employee by the Department Head regarding performance or conduct problems. A copy shall be provided to the employee and a copy shall be filed in their official personnel file. Within five (5) business days following receipt of a written performance improvement notice, an employee shall be permitted to file a written response, the original being directed to the Department Head and a copy filed in the employee's official personnel file.
3. Salary Reduction. A reduction in pay from the employee's current step within a pay range to any lower step within the same range.
4. Demotion. Reduction from a position in one class to a position in another class having a lower salary range allocation, which may result in a salary reduction.
5. Suspension. An involuntary suspension from work without pay for a period not to exceed six (6) months.
6. Dismissal. Discharge or removal from employment with the Authority.

#### **E. Service of Notice of Intended Disciplinary Action ("Notice of Intent") and Notice of Disciplinary Action**

Except in cases of verbal or written improvement notice, written notice of the other types of actions shall be served as set forth below. The date of such delivery shall initiate the period in which an appeal may be filed.

1. When possible, notice shall be served by personal delivery to the employee at the worksite.
2. If personal delivery to the employee at the worksite cannot be accomplished, notice of the intended disciplinary action shall be served by emailing a copy by secure email service or mailing a copy of the notice by regular first class United States mail, postage prepaid, to the employee at the last known address that the employee provided to the Authority. Such mailed notice shall be deemed to have been received by the employee five calendar days after dispatch by the Authority for purposes of computing the time limit for filing an appeal. If notice is mailed pursuant to this paragraph, and if the employee resides within the County of Santa Cruz, the Authority shall also deliver a copy of the notice to the employee's residence. The Authority may leave such copy in a mailbox, with a competent member of the household, or on the door of the residence.

## **F. Notice of Intent and Notice of Disciplinary Action**

1. Except in cases of verbal and written notice of performance improvement, a written Notice of Intent shall be served on the employee at least five (5) business days prior to dispatch of the Notice of Disciplinary Action of Salary Reduction, Demotion, Suspension, or Dismissal .
  - a. Prior to the effective date of the disciplinary action provided in the Notice of Intent, the employee and/or their representative shall have the right and opportunity to respond either verbally or in writing at a *Skelly* meeting, which shall be conducted within five (5) business days of request by employee. The Skelly review officer shall be appointed by the Housing Authority, and shall provide a brief written summary of the meeting and a conclusion as to whether there are reasonable grounds for believing that the employee engaged in the alleged performance issue or misconduct, and whether the performance issue or misconduct supports the proposed sanction.
  - b. At the expiration of the period of time to respond to the Notice of Intent or upon receipt of the *Skelly* officer's report, if the Authority determines that discipline should be imposed, a written Notice of Disciplinary Action shall be served on the employee. The Notice of Disciplinary Action shall advise the employee of the disciplinary determination arising out of the *Skelly* meeting and of the employee's right to appeal the Notice of Disciplinary Action through the appeal process set forth in Section G below. If the employee elects to appeal, the employee must provide written notice to the Executive Director, within seven (7) business days of the Notice of Disciplinary Action.
2. The Notice of Intent and the Notice of Disciplinary Action shall both be filed in the employee's personnel file. The Notice of Intent shall state, at minimum, the following:
  - a. A statement of the nature of the disciplinary action, and the effective date of the action.
  - b. A statement of the charges which are the cause of the action.
  - c. In ordinary and concise language, the act or omissions, or other reason(s) upon which the charges are based.
  - d. Copies-A listing of the documents relied upon to support such charges, without any privileged or confidential information disclosed as necessary.
  - e. A statement advising the employee of their right to representation.
  - f. A statement advising the employee of their right to respond to the Notice of Intent, either verbally or in writing, within five (5) business days of the notice.
3. If necessary for the safe and efficient operation of the Authority or the safeguard of public property, as determined by the Executive Director, suspension may be made effective immediately.

## **G. Appeal of Dismissals, Major Suspensions, Reductions and Demotions**

Any regular employee subject to these policies and procedures shall have the right to appeal their dismissal, major suspension (more than five days), salary reduction or demotion as follows:

1. Within seven (7) business days after service of the Notice of Disciplinary Action, the employee may appeal the action to the Executive Director by filing written notice requesting an appeal with the Executive Director. The filing of an appeal shall not stay or delay the disciplinary action.

Upon receipt of the request for the appeal, the Authority, through its counsel or representative, will coordinate with the employee, through their counsel or representative, to select a neutral hearing officer. The parties may mutually agree upon the selection of a hearing officer, or if they are unable to agree, the parties shall request a list of seven labor hearing officers provided by the State Mediation and Conciliation Service (SMCS). The parties will specify, in their request to SMCS, that the hearing officers on the list must be members of the National Academy of Arbitrators. The hearing officer shall then be selected by the parties using the alternate strike method. The last remaining name shall serve as the hearing officer. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin.

2. Within 30 calendar days from the filing of the appeal, or later if the parties agree to a later date, the hearing officer shall commence a hearing on the matter. If either party wishes to have a transcript of the hearing, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript, the cost will be shared equally. The expenses of the hearing officer may be shared equally by the parties. However, if the employee elects not to share in the expenses of the hearing officer, the expenses of the hearing officer shall be borne by the Authority. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any non-privileged relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. All appropriate actions will be taken to protect confidential information from disclosure outside of the Authority and to people who do not have a legitimate reason to know of the confidential information. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but over timely objection shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. Within five (5) business days of completion of the hearing, or later if the parties agree to a later date, the hearing officer shall render an advisory opinion on the appeal to the Executive Director to either affirm, modify, or revoke the order of discipline. The appellant may appear personally, produce evidence, present and cross-examine witnesses, and be represented by counsel upon request. If the appellant requests a later hearing date or a continuance, the appellant shall be deemed to have waived any claim for additional compensation as a result of the delay in the event the appellant is ordered reinstated or the discipline is reduced.
3. The Executive Director shall render a written decision on the appeal of the disciplinary action to the appellant within ten (10) business days of the receipt of the hearing officer's advisory opinion. Copies of the decision shall be provided to the employee and the employee's representative. The decision of the Executive Director on the disciplinary action shall be final.

#### **H. Procedure Relating to Criminal Action**

The Authority may take disciplinary action when criminal charges are pending against an employee. However, where the facts alleged in the Notice of Disciplinary Action regarding dismissal, demotion, suspension or salary reduction constitute a crime, or where the employee has been charged with a crime arising out of the same transaction, and the employee has appealed the disciplinary action as provided herein, the employee may, at any time at least three (3) business days before the date of the hearing before the hearing officer, request a continuance of their hearing for a reasonable period to determine whether a criminal charge will be filed or until after termination of the criminal case. Such a request must be accompanied by the employee's written waiver of salary and other employment benefits for the period of that continuance in case the discipline is overturned or reduced.

## **XV. MISCELLANEOUS**

### **A. Continuing Education**

The Authority recognizes the benefits of education and encourages employees to take their own initiative to pursue education which will improve skills related to their current positions or provide skills for career advancement. Employee's should check with their department Director when taking any job related training or classes that may paid for by the Authority if directly related to their current or future role with the agency. The Authority may allow the use of paid vacation leave hours for educational pursuits approved by the Executive Director. This may be in addition to training courses or conferences required by and paid for by the Authority.

### **B. Professional Growth Program**

Insofar as practical, it is understood that employees shall be encouraged to take part in Authority workshops and seminars. Employees shall also be allowed travel allowances when attending out-of-jurisdiction conferences with the advance approval of the Authority.

### **C. Travel Policy**

1. Travel Authorization. Employees are required to submit receipts for travel-related expenses. All travel expenses shall be subject to prior authorization by the Executive Director.

2. Overnight Travel. Employees of the Authority shall be reimbursed for travel expenses in accordance with the Authority's "Travel Procedure" (#4010).

3. Private Vehicle Mileage. An employee shall be reimbursed for use of a privately owned vehicle for official Authority business based on current rate established under IRS regulations. An employee's commute to and from work is not reimbursable.

Reimbursement to the employee shall be made by the Authority monthly, upon submission of a Mileage Expense Voucher by the employee.

Reimbursement at the IRS rate shall be deemed to be full compensation for the costs of using private vehicles, including insurance, insurance deductibles, repairs, gas and depreciation, and employees shall be entitled to no additional compensation for the use of their vehicles.

4. Vehicle Use Requirements: Liability Insurance. Employees who drive private vehicles shall be required to have general automobile liability and property damage insurance, with limits not less than those required by State law, for any vehicle used on Authority business.

Employees who use privately owned vehicles for Authority business are fully and directly responsible for bodily injury and/or property damage to others resulting from such privately owned vehicle use.

Employees who drive any vehicle on Authority business (whether private or Authority-owned) must have a current valid Driver's License and state-required insurance. Employees shall show proof of a current valid Driver's License and insurance upon request of the Authority. Employees who drive on Authority business without a current valid Driver's License and required insurance, shall, in addition to being subject to disciplinary action, not be entitled to mileage reimbursement. By using any vehicle on Authority business, each employee consents to being entered by the Authority into the California DMV's pull notice program.

#### **D. Official Recommendations and References**

All official requests for employment recommendations and references on behalf of the Authority shall be answered by the Executive Director or their designee and shall include the following information only: Title of each position held, beginning and ending dates of service in each such position. If you authorize disclosure in writing, we will also provide rates of pay received for each such position. Narrative references, written or verbal, shall not be provided in response to an official request for a recommendation or reference on behalf of the Authority. Employees may retain and provide copies of their performance evaluations for reference purposes. Employees are prohibited from responding to official requests for reference on behalf of the Authority for other employees. Responding to an official request on behalf of the Authority can result in disciplinary action.

#### **E. Return of Property**

Employees are required to return all Authority property that is in their possession or control in the event of termination of employment, resignation or layoff, or immediately upon request. No information belonging to the Authority may be copied for the employee's use. The Authority may also take all action deemed appropriate to recover or protect Authority property.

#### **F. Workplace Violence**

The safety and security of employees is of vital importance to the Authority. Therefore, the Authority has adopted a zero-tolerance policy concerning workplace violence. Threats or acts of violence—including intimidation, bullying, physical or mental abuse and/or coercion—that involve or affect Authority employees or that occur on the Authority's premises will not be tolerated.

The prohibition against threats and acts of violence applies to all persons involved in the operation of the Authority, including, but not limited to, Authority employees and other personnel, contract and temporary workers, consultants, contractors, customers, vendors, visitors and anyone else on the Authority's premises.

Violations of this policy by an employee will result in disciplinary action, up to and including termination from employment.

It is our goal to have a workplace free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Workplace violence is any intentional conduct that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for their personal safety or the safety of their family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several employees.

Examples of workplace violence include, but are not limited to:

- Threats or acts of violence occurring on Authority premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off Authority premises involving someone who is acting in the capacity of a representative of the Authority;
- Threats or acts of violence occurring off Authority premises involving an employee if the threats or acts affect the business interests of the Authority;

- All threats or acts of violence occurring off Authority premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on Authority premises; and
- Threats or acts of violence resulting in the conviction of an employee or agent of the Authority, or an individual performing services for the Authority on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when the act or conviction adversely affects the legitimate business interests of the Authority.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Threatening physical contact directed toward another individual;
- Threatening an individual or their family, friends, associates or property with harm;
- The intentional destruction or threat of destruction of the Authority or another's property;
- Menacing or threatening phone calls;
- Stalking;
- Veiled threats of physical harm or similar intimidation; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Workplace violence does not refer to workplace arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about sporting activities, popular entertainment or current events are not considered workplace violence when there is no threat of violence being directed to the workplace or any individual connected with it. Rather, workplace violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our workplace, or targets any individual with acts or threats of violence.

Employees should help maintain a violence-free workplace. To that end, employees are encouraged to immediately report any incident that violates this policy to a supervisor or manager.

## **G. Injury and Illness Prevention Program**

The health and safety of employees and others on Authority property are of critical concern to the Authority. We strive to attain the highest possible level of safety in all activities and operations. The Authority also intends to comply with all health and safety laws applicable to our business.

To this end, the Authority must rely upon employees to help keep work areas safe and free of hazardous conditions. Employees should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. You should report any unsafe conditions or potential hazards to your supervisor immediately; even if you believe you have corrected the problem. If you suspect a concealed danger is present on the Authority's premises, or in a product, facility, piece of equipment, process, or business practice for which the Authority is responsible, bring it to the attention of your supervisor immediately.

Additionally, the Authority has developed a written Injury and Illness Prevention Program (IIPP) as required by law. A copy of the IIPP is available for your review from Human Resources. In addition to attending any training required by the Authority, it is your responsibility to read, understand and observe the IIPP provisions applicable to your job.



## **XVI. SEVERABILITY**

If any section, subsection, or other part of this policy is for any reason held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this policy.

## **XVII. REVISION OF POLICY AND PROCEDURES**

These policies and procedures may be revised or amended at any regular meeting of the Board of Commissioners by a majority vote of the Board of Commissioners.

## **XVIII. ACKNOWLEDGEMENT AND RECEIPT**

I acknowledge that I have received and read a copy of the Authority's Personnel Policies and Procedures (also called the "Personnel Policies") dated \_\_\_\_\_, 2023. I understand that these Personnel Policies sets forth the terms and conditions of my employment with the Authority as well as the duties, responsibilities and obligations of employment with the Authority. I understand that the Authority has provided me various alternative channels [including anonymous and confidential channels] to raise concerns of violations of these Personnel Policies and other Authority policies and procedures, and encourages me to do so promptly so that the Authority may effectively address such situations, and I understand that nothing herein interferes with any right to report concerns, make lawful disclosures, or communicate with any governmental authority regarding potential violations of laws or regulations. I agree to abide by and be bound by the rules, policies and standards set forth in these Personnel Policies.

I further acknowledge that the Authority reserves the right to revise, delete and add to the provisions of these Personnel Policies, but that all such revisions, deletions or additions must be in writing. No verbal statements or representations can change the provisions of these Personnel Policies. I understand and acknowledge that nothing in these Personnel Policies or in any other document or policy is intended to prohibit me from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB") or any other federal, state or local agency charged with the enforcement of any laws.

I also understand and acknowledge that nothing about the policies and procedures set forth in these Personnel Policies should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act.

I have read and understand the above statements.

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Employee Signature

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Print Name

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Date

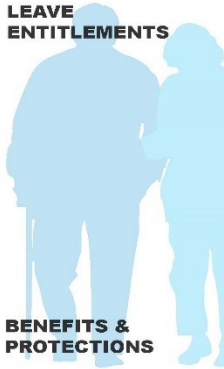
[TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE]

## XIX. EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

### BENEFITS & PROTECTIONS

### ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

### REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

### EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

### ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627

**www.dol.gov/whd**

U.S. Department of Labor | Wage and Hour Division



WH1420 REV 04/16

## AGENDA ITEM SUMMARY

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**MEETING DATE:** April 23, 2025

**ITEM NUMBER:** 8

**FROM:** Exec. Director; Deputy Exec. Director

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**SUBJECT:** Director's Report – April 23, 2025

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**RECOMMENDATION:** Receive Report

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### **BACKGROUND SUMMARY:**

Please call or e-mail me with questions you might have on any of the Agenda Items for the April 23, 2025 meeting. My phone number is (831) 454-5931 and my email address is [jennyp@hacosantacruz.org](mailto:jennyp@hacosantacruz.org).

**Natural Bridges Apartments** – Construction for Natural Bridges Apartments is complete, the final certificate of occupancy has been issued and the project is 100% leased. The grand opening event is scheduled for May 9, at 11am, and the guest speakers include but are not limited to Congressman Jimmy Panetta and Santa Cruz Mayor Fred Keeley. The grand opening will be hosted by the Housing Authority as an event in collaboration with Affordable Housing Month. The mural painting has commenced and Michael Daniel Media is working with New Horizons and Taylor Reinhold, the muralist, to create a 3-5 minute video to document the mural painting and the grand opening event, highlighting how the symbolism of the mural art reflects the transformation of the Housing Authority, and the significance of the completion of the Natural Bridges project.

**Chanticleer Avenue** - New Horizons executed the option agreement with the sellers to purchase 2021 – 2031 Chanticleer on October 18, 2024. The initial escrow deposit of \$50,000 has been released to the sellers. The first extension of the initial term of the option was executed on February 10, 2025. The second and final option extension for an additional 120-days which includes an escrow deposit of \$70,000 must be provided by June 15.

The California State Historic Preservation Officer (SHPO) provided a response to our NEPA review under Section 106 of the National Historic Preservation Act of 1966 to assess the potential that a federally assisted project may affect a historic property. Staff met with the SHPO office and have agreed to provide notice to local tribes for consultation. The notice period concludes on April 28. If there is no response New Horizons expects to close in early July, while a response for request for consultation may result in closing in late July or early August.

At the March meeting for New Horizons the Board of Directors approved the staff's recommendation for a contract award to 10 Over for architect services. Staff are actively working with 10 Over to finalize the terms associated with the contract.

**Portola Drive** – The Option Agreement to purchase 3501 Portola Drive was executed on March 12, 2025 which consists of total option deposits of \$150,100 for a combined 300-day due diligence period. The escrow deposits are fully refundable to New Horizons if the parties are unable to agree on a scope and cost of potential environmental remediation. Additionally, the sellers have agreed to cover the initial cost of any environmental remediation at or below \$250K. New Horizons is actively working with Dudek to conduct the environmental due diligence services, the required NEPA review and prepare cost estimates for potential environmental remediation. Staff will share the outcome of the Phase II environmental assessment with the Board to outline any significant environmental conditions and the estimated costs for remediation. For the Future and Eden Housing has submitted a proposal in response to the Co-Development RFQ, and staff are evaluating them as development partners for this project.

**Hilltop Apartments** – The Housing Authority is actively monitoring the situation at the Hilltop Apartments, where eight Housing Choice Voucher (HCV) families currently reside. Several tenants have raised serious concerns, including allegations of discrimination against HCV participants. While we have not received evidence of discriminatory treatment, we understand that complaints have been filed with the California Civil Rights Department, and we plan to fully cooperate with the Department if they contact us in the course of their investigation. In addition to discrimination concerns, residents have brought forward complaints about habitability issues at the property. In some cases, we've found that units passing our Housing Quality Standards (HQS) inspections may still be subject to city code violations outside our purview. In one case, a unit has failed our HQS inspection and has been placed in abatement, meaning that the Housing Authority is not currently paying subsidy on this unit. The owner has until the end of April to bring this unit into compliance with HQS requirements, otherwise we will terminate the HAP contract for the unit, which would result in displacement of the tenant. Additionally, some tenants have alleged that the property managers are charging them additional amounts without providing an explanation of the charges. We are reviewing the relevant ledgers and working directly with both tenants and the property management to resolve discrepancies and address any habitability problems. We are also working with legal counsel to explore potential additional remedies in the event that the property remains in non-compliance. A recent article about the situation at Hilltop Apartments from the publication *Santa Cruz Local* is attached to this report.

**Affordable Housing Month** – May is Affordable Housing Month! Housing Santa Cruz County is taking a leadership role in organizing and coordinating multiple events throughout the month of May to encourage advocates and allies to join forces in highlighting the need for affordable housing, as well as promoting some of the work being done locally. A full calendar of Affordable Housing Month activities will be available on the Housing Santa Cruz County website here: <https://www.housingsantacruzcounty.com/> Additionally, staff will email the Board with the Affordable Housing Month calendar once it is available.

The Housing Authority will be hosting or co-hosting the following events:

- **Natural Bridges Grand Opening** – The Grand Opening celebration event is scheduled for May 9<sup>th</sup>, at 11am. The event will take place at the property, located at 415 Natural Bridges Drive. Guest speakers include, but are not limited to, Congressman Jimmy Panetta and Santa Cruz Mayor Fred Keeley.

- **Housing Discrimination / Fair Housing Workshop** – The Housing Authority is currently coordinating with California Rural Legal Aid (CRLA) and Senior Legal Services (SLS) to host a Housing Discrimination / Fair Housing Workshop on May 21<sup>st</sup> at a mid-County location (time and location TBD). The workshop will highlight information about discriminatory practices and how to report them. Additionally, other agencies providing legal assistance including Conflict Resolution Center and Tenant Sanctuary will be invited to table at the event.
- **Property Owner Appreciation Event** – The Housing Authority is currently coordinating with the County of Santa Cruz Housing for Health Division to host a Property Agency and Landlord Appreciation event. The event will be held May 14<sup>th</sup> at 5:30pm at Seacliff Inn, Aptos. The event will feature remarks from City Councilmember Sonja Brunner, along with Housing For Health Director Robert Ratner, and a joint presentation from the Housing Authority and Abode Services. The event will conclude with various landlord awards and a raffle.

Additionally, Housing Authority staff will attend and participate in several other events, including the Cienega Hights Grand Opening and the March to End Homelessness.

**AB 282 Source of Income Discrimination** – At the March meeting, the Board of Commissioners directed staff to endorse AB 282, which would allow housing providers to establish a preference for recipients of rental assistance. Additionally, the Board directed staff to send a letter of support for the bill, along with engaging in additional advocacy to support the bill. Since that time, AB 282 has passed through both the Assembly Housing and Judiciary Committees, with Housing Authority staff in attendance at both meetings to provide expert witness testimony in support of the bill. The bill will now move to a vote of the full Assembly, before moving to the State Senate, where it will begin the Hearing Process once again. Staff will continue to keep the Board informed of the bill’s progress.

**PSWRC Conference** – The Pacific Southwest Regional Council (PSWRC) of the National Association of Housing and Redevelopment Officials (NAHRO) will be holding their annual conference May 28 – 30 in Fresno, CA. While the agenda does not currently list any housing authority board commissioner specific trainings or sessions, the general conference sessions will include subjects ranging from finance topics like grant management and procurement, to programmatic topics like changes in inspection requirements and development of resident services. More information about the conference is available here: <https://www.pswrc-nahro.org/annualconferenceattendee>. If any Housing Authority Commissioners are interested in attending, please contact Courtney Byrd.

**Emergency Housing Voucher (EHV) Funding Update** – EHV’s were originally funded through the American Rescue Plan Act (ARP) during COVID. Section 3202 of the ARP appropriated \$5 billion in funding for new incremental EHV vouchers. This funding was anticipated by HUD to cover the cost of the program for ten years. Unfortunately, it appears that the costs of the program have exceeded original projects, and HUD expects to run out of funds in 2026, less than five years after the program was implemented. On March 6, 2025, HUD sent a letter to housing authorities stating that it will obligate a final allocation for all EHV funds that remain available to HUD under the ARP. The notice goes on to state that “after this final allocation, the Department will provide no additional EHV HAP Renewal funding allocations to PHAs, but the amount allocated is anticipated to extend beyond the end of CY 2025 and those remaining amounts will be available to cover HAP costs in 2026.” The notice notes that PHAs should not

expect any additional funding for this program beyond the final allocation amount, and that the Department will provide additional information on options for managing EHV in future notices. There are currently 250 households participating in our EHV program.

At the March meeting, staff informed the Board that HUD just one day earlier (on March 25), HUD notified PHAs that the estimated EHV renewal funding calculations for CY2025 and CY2026 distributed on March 6<sup>th</sup> were incorrect and updated renewal funding calculations were forthcoming. As part of the notification, HUD provided assurances that all PHAs administering EHV have adequate funding to continue paying EHV HAP into 2026. Once the revised renewal funding calculations for EHV are released by HUD, staff will be able to estimate how far into CY2026 the remaining EHV will extend.

Although we have not received final funding information, staff have already taken proactive steps to prepare for the likelihood that we will need to absorb EHV households into the regular HCV program in order to avoid terminating rental assistance from EHV households. Staff are in the process of implementing administrative measures, including billing other housing authorities for any “portability” households, and restricting the issuance of HCV’s to households in a Project Based Voucher unit who wish to transfer. Additionally, staff will suspend the issuance of any new vouchers, except for any voucher programs that have a separate source of funding (such as VASH vouchers for homeless veterans). Staff will provide the board with more specific information once we have been informed of our final funding from HUD.



City orders fixes at UC-owned Hilltop apartments in Santa Cruz as problems mount

By [Nik Altenberg](#)|April 11, 2025|Tags: [City of Santa Cruz](#), [code enforcement](#), [Featured](#), [Greystar](#), [Hilltop Apartments](#), [housing](#), [Nik Altenberg](#), [renters](#), [Student housing](#), [UC Santa Cruz](#), [University of California](#)



*In complaints filed with the California Civil Rights Department, Melissa Scalia and other Hilltop apartments tenants have alleged that property managers mistreated them. (Nik Altenberg — Santa Cruz Local)*

**SANTA CRUZ >>** In response to mounting problems at a 168-unit apartment complex owned by the University of California, city code enforcement has ordered repairs and seven tenants have filed complaints of mistreatment with the California Civil Rights Department.

The University of California purchased the Hilltop apartments at 363 Western Drive in Santa Cruz in 2021 to turn a profit, UC Investments staff said. They raised rents, displaced many tenants and marketed the apartments to UC Santa Cruz students — despite rodents and numerous maintenance problems, [Santa Cruz Local reported in the fall](#).

In recent months, problems there have prompted:

- City code violation notices to fix leaking pipes, cure a rat infestation and bring repairs to code. If the problems aren't fixed, the city could cite, fine, withhold permits or sue.



- Seven tenants filed complaints to the California Civil Rights Department that employees of property manager Greystar Worldwide LLC mistreated Section 8 tenants and tenants with children. If the complaints are substantiated, the department could file a lawsuit on behalf of the tenants.

### **Housing discrimination complaints**

Melissa Scalia, 44, lives at the Hilltop with her teenage son. In July, Scalia filed a complaint with the Civil Rights Department, which enforces civil rights law in the state.

Scalia said [Santa Cruz Local's Sept. 26 story on problems at Hilltop](#) encouraged her to advocate for other tenants and she then helped six more residents file complaints with the department.

The complaints allege that Greystar employee Carmen Maldonado has yelled at Housing Choice Voucher holders — also known as Section 8 tenants — disregarded their concerns, ignored maintenance requests and denied disability accommodations such as communicating in writing. One complaint alleged that Maldonado hid a child's bike that was left out and told him it got stolen. Another complaint alleged that she yelled at children playing outside because they were making noise.

Several Hilltop residents told Santa Cruz Local that property management staff tend to treat UCSC students better. Non-student tenants are excluded from promotional offers and community events, some said.

Maldonado said in February that she was not allowed to speak with the media and directed questions to Greystar representatives. Another Greystar employee told a Santa Cruz Local reporter to leave the property.

“Hilltop does its best to respond in a timely manner to maintenance requests, and we are working closely with the city to ensure the community remains in compliance with code,” a Greystar representative wrote in an email this week. “In response to the other issues raised, we take these matters seriously but cannot comment on pending legal matters.”

University of California representatives refused to respond to tenants' allegations despite numerous requests and a visit to its Oakland office.



*Hilltop advertisements of high-end living are a facade, said Hilltop resident Janice Bartholomew. “It’s not high-end living when you get behind the doors,” she said. (Nik Altenberg — Santa Cruz Local)*



*The Hilltop apartments on Western Drive are not far from UC Santa Cruz. (Nik Altenberg — Santa Cruz Local)*

A former Hilltop employee who spoke on the condition of anonymity said Maldonado did not want Section 8 tenants to rent at Hilltop and instructed staff to try to discredit those residents' concerns about maintenance and other issues. The employee did not want their name used for fear of retaliation.

“Basically, her terminology was, ‘Well, I’ll just wait for them to commit a lease violation and then, you know, terminate them,’” the former employee said. “I feel that the people that live there that have disabilities are really, really being taken advantage of in a bad way.”

Five of the civil rights complaints are under investigation, one is still under review and one was denied as of early April. Scalia said she also wants to pursue a lawsuit outside the department because it could encompass more issues, like mold and improper rent increases. A lawsuit from the Civil Rights Department would only include alleged discrimination.

***These people are putting us through hell and they’re not being held accountable.***

*—Janice Bartholomew, Hilltop resident*

Over the past several months, Scalia and other residents also filed complaints with the city planning department over repair issues, rats and mold. In March, city code compliance supervisors inspected part of the complex and found leaking water pipes, rodents, drainage problems and unpermitted construction and electrical work, according to city records.

The city gave an April 26 deadline to fix most of the issues, and told the university to make a plan to fix the drainage problems, according to a notice sent to the university. “The property manager has been responsive and is currently on track to meet requirements within the specified timelines,” city spokeswoman Erika Smart wrote in an email this week.

### **‘Somebody’s got to help’**

While residents wait on resolutions to their complaints to city and state authorities, some have felt unsure where to turn.

“Somebody’s got to help,” said 72-year-old Janice Bartholomew, who has lived at Hilltop since 2021. “We’ve got to find one good person that will do what needs to be done, and I’m hoping that it’s the code enforcement lady.”





*A Santa Cruz city code compliance supervisor speaks with Hilltop residents Janice Bartholomew, center, and Melissa Scalia during a March 3 property inspection. (Nik Altenberg — Santa Cruz Local)*

Bartholomew said she's dealt with plumbing problems, a noisy student neighbor and possible mold for years. When she discovered rats in her apartment in February, it felt like the last straw.

"These people are putting us through hell and they're not being held accountable," she said.

Bartholomew is one of the tenants who filed a complaint with the state. She has also reached out for help to the Housing Authority of the County of Santa Cruz, which administers the federal Section 8 program. Bartholomew and other residents said they feel the housing authority has not provided the help they need.

### **'Minimum habitability standards'**

The Housing Authority of the County of Santa Cruz is responsible for ensuring rentals meet federally set "minimum habitability standards," said Jenny Panetta, its director. But beyond canceling rent payments, the housing authority can't compel landlords to fix problems, she said. Cancelling rent payments can require the tenant to move and jeopardize their housing security, she said.

The housing authority often refers participants to legal assistance organizations including [California Rural Legal Assistance](#), [Tenant Sanctuary](#) and others, Panetta said.

Carol Halpin's apartment at Hilltop failed habitability standards in a January housing authority inspection. The housing authority gave Hilltop until May to fix the problems, but the failed inspection has given 51-year-old Halpin an opportunity to leave Hilltop and take the rent assistance with her. She said she hopes to find another home in Santa Cruz.

Halpin, who is disabled, has dealt with a myriad of issues since she moved to Hilltop in 2020. She said she's been exposed to mold and moisture from plumbing leaks and she believes it's affected her health. She was displaced when an overflowing toilet in the upstairs apartment flooded her home in 2021.

She spent six weeks of "hell" living in small hotel rooms with her disabled mother and teenage son. It affected her son's grades, as he was attending school remotely at the time. Her live-in caregiver quit because he "just couldn't take it," she said.

Halpin alleged that her new apartment at Hilltop had extensive mold that affected her health. Last year she relocated to another Hilltop unit, but the following month a water leak burst through the bathroom ceiling. She said the apartment was "tolerable" once they fixed the bathroom ceiling. An inspection notice from the housing authority noted "unfinished sheet rock" in the bathroom ceiling.



*A plumbing van “basically lives in the parking lot” because of frequent plumbing problems at the Hilltop Apartments, said resident Melissa Scalia. (Nik Altenberg — Santa Cruz Local)*

### **Improper rent increases, incomplete ledgers**

Last year, Greystar attempted to evict Halpin. Greystar alleged that Halpin owed thousands of dollars, but failed to provide accurate and complete ledgers to prove it, according to documents.

Emails reviewed by Santa Cruz Local showed Greystar had overcharged Halpin hundreds of dollars per month and failed to provide a correct ledger to the housing authority.

“One thing we absolutely can push back on is the need to get factual information on the amounts owed,” said Panetta, the housing authority director. As of April 9, Greystar has provided another ledger of Halpin’s payments. The housing authority is still waiting for “additional details” from Greystar, Panetta wrote in an email.

Greystar also tried to raise the rents of several tenants without proper notice, Panetta said, and the housing authority rejected the rent hikes.

Santa Cruz Local spoke with several Hilltop tenants who alleged unexplained charges on their accounts. Residents also said their ledgers of payments and maintenance requests in their resident portals had been inexplicably cleared after they asked Hilltop staff about discrepancies. Property managers declined to comment.

### **‘I feel trapped’**

Bartholomew said she has considered moving but loves the location. She also said she wants to stay and fight for what she believes is her right to decent housing.

“The stress is so bad,” Bartholomew said, tearing up. “If me staying here has caused me to help people see what’s really going on, then it was worth it.”





*Janice Bartholomew in her home in March. (Nik Altenberg — Santa Cruz Local)*

Scalia said she wants “desperately” to move out of Hilltop. Her home has a crack in the ceiling that she said emanates a musty smell. The city inspected her apartment and ordered repairs.

Repairs to Scalia’s apartment have come only after the city ordered fixes, including last year to her rotted balcony that she and a city notice said was unsafe.

Following months of requesting a lease termination, Greystar sent her one after she included a Santa Cruz Local reporter on an email thread — but it also included an arbitration agreement that would prevent her from pursuing a lawsuit.

“I’m not signing my rights away,” Scalia said. She had another apartment lined up, but let it go rather than give up the ability to sue. “I feel trapped,” she said.

In an update to Section 8 tenants’ leases last month, an arbitration agreement was included without the knowledge of the housing authority or the tenants. Panetta said the housing authority had directed Greystar to keep the lease terms the same.

“The Housing Authority did not agree with the additional provisions that Hilltop incorporated into the lease agreements, and instead we worked with the tenants and Hilltop to execute a lease addendum to address the issue,” Panetta wrote in an email Wednesday.

For now, Scalia said she is seeking an attorney who could take on a class action lawsuit, as she and others wait for the Civil Rights Department to complete the investigations.

*Are you a current or former resident of Hilltop? Reporter Nik Altenberg wants to speak with you. Email her at [nik@santacruzlocal.org](mailto:nik@santacruzlocal.org).*

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