

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

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#### May 8, 2019

TO: Chairperson Dan Miller Commissioner Kent Boes Commissioner Brian Foss Commissioner Manny Cardoza Commissioner Jeramy Chapdelaine Commissioner David Waite Commissioner Suzanne Gallaty Commissioner Rick Millhollin Commissioner Ron Sullenger Commissioner Toni Benson Commissioner John Loudon Commissioner Doug Lofton Commissioner Randy Fletcher Legal Counsel Brant Bordsen

Sutter County Board of Supervisors Nevada County Board of Supervisors Yuba County Board of Supervisors Colusa County Board of Supervisors City Council. Live Oak City Council, Yuba City City Council, Colusa Appeal-Democrat Duane Oliveira, General Counsel Emeritus PEU Local #1 Terrel Locke, City of Yuba City Darin Gale, City of Yuba City Judy Sanchez, City of Yuba City The Union

Rob Choate, County of Nevada

#### NOTICE OF REGULAR MEETING

May 15, 2019

You are hereby notified that the Commissioners of the Regional Housing Authority are called to meet in Regular Session at 12:15 PM on Wednesday, May 15, 2019 at Richland Neighborhood Center, 420 Miles Avenue, Yuba City, CA 95991.

> Gustavo Becerra Executive Director

#### **AGENDA**

#### **REGULAR MEETING**

# OF THE BOARD OF COMMISSIONERS OF REGIONAL HOUSING AUTHORITY

#### Richland Neighborhood Center, 420 Miles Avenue, Yuba City, CA 95991 May 15, 2019, 12:15 PM

- A. CALL TO ORDER: ROLL CALL
- B. PLEDGE OF ALLEGIANCE
- C. PUBLIC PARTICIPATION: Members of the public shall be provided with an opportunity to address the Board on items of interest that are within the subject matter jurisdiction of the Board. Any member of the audience who may wish to bring something before the Board that is not on the agenda may do so at this time; however, State law provides that no action may be taken on any item not appearing on the posted Agenda. Persons who wish to address the Board during public comment or with respect to an item that is on the agenda, will be limited to three (3) minutes.
- D. AWARDS AND PRESENTATIONS:
  - 1. Former Commissioner Luis Uribe
    Dan Miller, Chairperson
- E. EXECUTIVE SESSION: May be held under California Government Code regarding pending and/or anticipated litigation, property acquisition, and/or personnel issues.
  - CLOSED SESSION: Pursuant to Section 54957.6 of the California Government Code
     Conference with Labor Negotiator Agency Negotiator: Patrick Clark
- F. CONSENT CALENDAR: All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time that the Board votes on the motion, unless members of the Board request specific items to be discussed or removed from the Consent Calendar for individual action.

3.	Approval of Minutes – March 20, 2019	pg. 1
4.	Approval of Minutes – April 3, 2019	pg. 3
5.	Resolution 19-1606, Approval of Fee Schedule	pg. 5
6.	Resolution 19-1607, Public Housing Collection Loss Write-Off	pg. 17

7	. Resolution 19	-1608, Rural Development Collection Loss Write-Off	pg. 19
8	Resolution 16- Write-Off	-1609, Kingwood Commons Collection Loss	pg. 21
G. OLD	BUSINESS: Discussion	n/Possible Action: NONE	
H. NEW	BUSINESS: Discussion	on/Possible Action:	
9.		-1610 – Recognition and Appreciation for the e of former RHA Commissioner Luis Uribe Dan Miller, Chairperson	pg. 23
1		lemorandum of Understanding Between PEU ated with AFSCME International and Regional ority Gustavo Becerra, Executive Director	pg. 24
1	1. Approval of Ap Employees	oplicable Terms for Executive and Management  Jennifer Ruiz, Executive Assistant/HR Coordinator	pg. 70
12	2. Election of Off	icers	
I. ADM	INISTRATIVE REPORT	Γ:	
1:		oucher Occupancy/Eligibility Update Alisha Parker, Occupancy Manager	pg. 72
14	<u>-</u>	erties Occupancy/Eligibility Update Pattra Runge, Occupancy Manager	pg. 73
15	-	munity Development Update Beckie Flores, Planning and Community Development Manager	pg. 75
16	5. Maintenance Upda	ate Tom Goodwin, Operations Manager	pg. 78
	7. Finance Update	Gail Allen, Chief Financial Officer	pg. 79
18	3. Administrative Upo	date Gustavo Becerra, Executive Director	

- J. HOUSING COMMISSIONERS' COMMENTS:
- K. NEXT MEETING: June 5, 2019
- L. ADJOURNMENT:

Ag051519

# REGIONAL HOUSING AUTHORITY Minutes Regular Board Meeting March 20, 2019

#### ITEM NO. A - CALL TO ORDER:

Chairperson Dan Miller called the meeting to order at the Richland Neighborhood Center, 420 Miles Avenue, Yuba City, CA 95991.

#### ITEM NO. A - ROLL CALL:

Chairperson Dan Miller, Vice-Chairperson Manny Cardoza, Commissioners Ron Sullenger, Toni Benson, Kent Boes, John Loudon, Doug Lofton, Jeramy Chapdelaine, Randy Fletcher, David Waite, Luis Uribe, Brian Foss and Suzanne Gallaty were present. Legal Counsel Brant Bordsen was also present.

#### ITEM NO. B. - PLEDGE OF ALLEGIANCE:

Commissioner Fletcher led the pledge of allegiance.

ITEM NO. C. - PUBLIC PARTICIPATION: NONE

ITEM NO. D. – AWARDS AND PRESENTATIONS: NONE

ITEM NO. E.1. – CLOSED SESSION: PURSUANT TO SECTION 54957.6 OF THE CALIFORNIA GOVERNMENT CODE: CONFERENCE WITH LABOR NEGOTIATOR, AGENCY NEGOTIATOR: PATRICK CLARK:

Chairperson Miller said there was no reportable action.

#### ITEM NO. F.2. through F.2. - CONSENT CALENDAR:

Vice-Chairperson Cardoza requested item 4 be pulled.

Commissioners Boes made a motion to approve items 2, 3 and 5 on the Consent Calendar as submitted. Commissioner Lofton made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Dan Miller, Vice-Chairperson Manny Cardoza,
Commissioners Ron Sullenger, Jeramy Chapdelaine, Toni Benson,
Doug Lofton, John Loudon, David Waite, Suzanne Gallaty, Luis Uribe,
Brian Foss, Randy Fletcher and Kent Boes

Nays: None Abstain: None Absent: None

Vice-Chairperson Cardoza asked for clarification regarding solar charges. Executive Director Gustavo Becerra stated 64 units in Richland Public Housing receive two utility bills each month, one from PG&E and one from the Housing Authority. He explained this tenant failed to pay those utility charges due to

the Housing Authority.

Vice-Chairperson Cardoza made a motion to approve item 4 on the Consent Calendar as submitted. Commissioner Uribe made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Dan Miller, Vice-Chairperson Manny Cardoza,

Commissioners Ron Sullenger, Jeramy Chapdelaine, Toni Benson, Doug Lofton, John Loudon, David Waite, Suzanne Gallaty, Luis Uribe,

Brian Foss, Randy Fletcher and Kent Boes

Nays: None Abstain: None Absent: None

ITEM NO. G. - OLD BUSINESS: NONE

<u>ITEM NO. H. – NEW BUSINESS:</u> NONE

#### ITEM NO. I.6. - ADMINISTRATIVE UPDATE:

Mr. Becerra said the Section 8 waiting list has been open for two (2) years with approximately 4000 applications received. He explained due to the number of applications; the waiting list will be closing on March 28, 2019. Mr. Becerra also mentioned the end of the fiscal year is March 31, 2019 and the auditors will be on site the week of May 13<sup>th</sup>.

#### ITEM NO. J. HOUSING COMMISSIONERS' COMMENTS:

Vice-Chairperson Cardoza said he had the privilege and pleasure to meet the Regional Housing staff.

ITEM NO. K - NEXT MEETING: April 3, 2019

ITEM NO. L - ADJOURNMENT: The meeting was adjourned at 12:46 PM.

# REGIONAL HOUSING AUTHORITY Minutes Regular Board Meeting April 3, 2019

#### ITEM NO. A - CALL TO ORDER:

Chairperson Dan Miller called the meeting to order at the Richland Neighborhood Center, 420 Miles Avenue, Yuba City, CA 95991.

#### ITEM NO. A - ROLL CALL:

Chairperson Dan Miller, Vice-Chairperson Manny Cardoza, Commissioners Ron Sullenger, Kent Boes, John Loudon, Jeramy Chapdelaine, Randy Fletcher, Luis Uribe, and Suzanne Gallaty were present. Commissioners Toni Benson, Brian Foss, Doug Lofton and David Waite were absent. Legal Counsel Brant Bordsen was also present.

#### ITEM NO. B. - PLEDGE OF ALLEGIANCE:

Former Commissioner Diane Hodges led the pledge of allegiance.

#### ITEM NO. C. - PUBLIC PARTICIPATION: NONE

#### ITEM NO. D.1. – FAMILY SELF-SUFFICIENCY GRADUATE LISA STARK:

Family Self-Sufficiency Coordinator Josie Alcaraz introduced Lisa Stark. Ms. Stark began on the program in April 2012 as a single parent receiving cash aid. During her time on the program, Ms. Stark began working with the Salvation Army and is now a full-time employee and was recently promoted. Ms. Stark will be graduating the program with an escrow account of \$24,134.92.

Ms. Stark shared she was once a resident of the Cold Weather Shelter and with the wonderful help of Section 8 she was able to obtain housing for her and her family. She said she is now able, through her job, to show and guide recovering addicts, by personal experience, that they can become successful.

#### ITEM NO. D.2. – FORMER COMMISSIONER DIANE HODGES:

Chairperson Miller presented former Commissioner Diane Hodges with a Resolution thanking her for the many years of service on the Board. Ms. Hodges said sitting on this board has been fun, it has been stressful at times, but she learned so much and appreciates what the Housing Authority does in the community.

Mr. Becerra thanked Ms. Hodges for her eleven (11) years of support and stated she will be missed.

ITEM NO. E.3. – CLOSED SESSION: PURSUANT TO SECTION 54957.6 OF THE CALIFORNIA GOVERNMENT CODE: CONFERENCE WITH LABOR NEGOTIATOR, AGENCY NEGOTIATOR: PATRICK CLARK:

Chairperson Miller said there was no reportable action.

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#### ITEM NO. F.4. through F.5. - CONSENT CALENDAR:

Commissioners Fletcher made a motion to approve the Consent Calendar as submitted. Vice-Chairperson Cardoza made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Dan Miller, Vice-Chairperson Manny Cardoza,

Commissioners Ron Sullenger, Jeramy Chapdelaine, John Loudon,

Suzanne Gallaty, Luis Uribe, Randy Fletcher and Kent Boes

Nays: None Abstain: None

Absent: Commissioners Toni Benson, Doug Lofton, David Waite and Brian

**Foss** 

ITEM NO. G. - OLD BUSINESS: NONE

ITEM NO. H. – NEW BUSINESS: NONE

#### ITEM NO. I.6. – ADMINISTRATIVE UPDATE:

Mr. Becerra said the Office of Migrant Services (OMS) units will be opening on May 1, 2019 and for the first time in many years all 79 units will be available for occupancy on the first day. He stated in the past maintenance closed units due to the extensive repairs needed. Mr. Becerra explained the repairs on the balconies will be completed and the electrical upgrade project will be almost completed. Mr. Becerra explained the remaining electrical repairs will not interfere with opening day.

#### ITEM NO. J. HOUSING COMMISSIONERS' COMMENTS:

Commissioner Fletcher said Mr. Becerra gave him a tour of some of the Housing Authority properties and as a result they will be having a meeting with an Assemblyman and Senator or their representatives regarding some issues and will be reporting back.

ITEM NO. K - NEXT MEETING: April 17, 2019

<u>ITEM NO. L - ADJOURNMENT</u>: The meeting was adjourned at 12:48 PM.



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#### **RESOLUTION 19-1606**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY HEREBY AUTHORIZES THE STANDARD CHARGES TO RESIDENTS FOR MAINTENANCE SERVICES AND RESIDENT CAUSED DAMAGES FOR 2019-2024.

WHEREAS, the Regional Housing Authority, a Public Housing Authority (PHA), is mandated to provide decent, safe, sanitary housing. The PHA has updated Standard Charges for Maintenance Services and Resident caused damages for all other RHA managed and or owned propriety for the time frame of 2019-2024.

**BE IT RESOLVED,** the Regional Housing Authority expresses its support of the implementation of the updated STANDARD CHARGES TO RESIDENTS FOR MAINTENANCE SERVICES AND RESIDENT CAUSED DAMAGES FOR 2019-2024.

**BE IT FURTHER RESOLVED,** that the Executive Director is authorized to execute documents as needed to accommodate the implementation of the STANDARD CHARGES TO RESIDENTS FOR MAINTENANCE SERVICES AND RESIDENT CAUSED DAMAGES.

The undersigned Chairperson of the Board of Commissioners of the Regional Housing Authority therefore named does hereby attest and certify that the foregoing is a true and full copy of a resolution of the Governing Board adopted at a duty convened meeting on the date abovementioned, which has not been altered, amended or repealed.

This Resolution was approved at the special meeting of the Board of Commissioners, this 15<sup>th</sup> day of May 2019.

AYES: NAYS: ABSTAINED: ABSENT:		
	ATTEST:	Dan Miller, Chairperson
(SEAL)		,





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#### **REGIONAL HOUSING AUTHORITY**

#### STANDARD CHARGES TO RESDIENTS FOR MAINTENANCE SERVICES AND RESIDENT CAUSED DAMAGES

#### 2019-2024

Approved by Board Resolution No: 19-1606 May 15, 2019

#### Effective May 16, 2019

NOTE: all labor between 7:30 am to 5:30 pm Monday through Thursday will be charged at the rate of \$50.00 per hour. All after hour's labor will be charged at the rate of \$75.00 per hour. Charges for tenant caused damages will include the labor rate and the individual replacement/repair/cleaning charge.

Regional Housing Authority maintains professional services agreements with local vendors for items that include but are not limited to; carpet cleaning, painting, residential cleaning and when needed for items that require a specific trade. The maintenances for these services will be based on the actual cost for labor and materials by the vendor, plus the time accrued by RHA Maintenance staff.

The charges listed below are subject to change in cases where the actual cost to RHA has been changed by the vendor.

Any City or County fines permit costs incurred by RHA on a tenant's behalf for failure to comply with City or County ordinances shall be assessed directly to the tenant whose failure to comply is the basis for the fine.

Fees related to the Unlawful Detainer Process (eviction) brought by the RHA against residents are charged and payable as follows:

Filing Fee for Summons and Complaint	<b>Actual Cost</b>
Attorney's Fees	<b>Actual Cost</b>
Process Service Fees for services of Summons & Complaint	<b>Actual Cost</b>
Sherriff Fees for services of execution for eviction	<b>Actual Cost</b>
Sherriff Fees for actual eviction	<b>Actual Cost</b>



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#### **BATHROOM Replacement of:**

Complete toilet replacement	\$275.00 +2 hr. labor
Complete toilet replacement (ADA)	\$275.00 +2 hr. labor
Toilet tank lid	\$33.00 +.50 hr labor
Toilet seat	\$20.00 +.50 hr. labor
Toilet seat (ADA)	\$20.00 + .50 hr. labor
Toilet paper dispenser	\$5.00 +.50 hr. labor
Toilet paper roller	\$5.00 + .50 hr. labor
Towel bar only	\$6.00+ .50 hr. labor
Towel bar (bar & brackets)	\$5.00 + .75 hr. labor
Medicine cabinet	\$60.00 + 1 hr. labor
Medicine cabinet with plastic drawer	\$75.00 + 1 hr. labor
Shower curtain rod	\$26.00 + .50 hr. labor
Rubber tub/sink stoppers	\$2.00 + .50 hr. labor
Pop up sink stoppers	\$8.00 + .50 hr. labor
Faucet aerator	\$2.00 + .50 hr. labor

#### **KITCHEN Replacement of:**

Refrigerator door gasket	see invoice + 1 hrs labor
Fresh food bin	see invoice + .50 hr labor
Crisper top	see invoice + .50 hr labor
Freezer door bar	see invoice + .50 hr labor
Freezer door end caps	see invoice + .50 hr labor
Fresh food door bar	see invoice + .50 hr labor
Fresh food end caps	see invoice + .50 hr labor
Stove hood filter	\$6.00 + .50 hr labor
Oven rack	see invoice + .50 hr labor
GFCI (ground Fault Circuit Interrupters)	\$25.00 + .75 hr. labor
Sink strainer baskets (Lug/rubber bottom)	\$4.50 + .25 hr. labor



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#### **DOORS, WINDOWS AND SCREENS Replacement of:**

Door-exterior (solid core) see invoice + 2.5 hrs labor
Door- interior (hollow core) \$80.00 + 2.5 hr. labor

Door-interior (hollow Core) 48-2 \$150 + \$55 for Paint & Jabor

Door-screen door (patio) \$ 55.00 + 1hr labor

Door-screen door screen (patio) \$15.00 + 1 hr labor

Swinging screen door \$125.00 + 1.5 hrs labor

Stop \$1 00 each + 25 hr labor

Door Stop \$1.00 each + .25 hr labor
Window glass see invoice plus labor

Window screen only based on united inch (W+H x\$0.75 per united inch)

+ labor

Window screen plus frame based on united inch (W+H x\$0.75 per united inch)

+ labor, plus frame cost

Front door viewer replacement \$9.00 + .50 hr labor

Mini blind see invoice + .50 hr labor

Mini blind wands \$1.00 + .50 hr labor

#### **GENERAL Replacement of:**

Smoke detectors A/C \$25.00 + .50 hr. laborSmoke detector 9V \$15.00 + .50 hr. labor

Carbon Monoxide detectors \$52.00 + .50 hr. labor

VCT Floor tile \$1.75each + 1 hr. labor

Electrical receptacle plate \$3.50 + .50 hr. labor

Ceiling light fixture:

Patio light LED

6" round style \$ 15.00 +.50 hr. labor 8" round style \$21.00 +.50 hr. labor

Square light fixture 12" \$15.00 + 50 hr. labor

4 Ft. Puff cover only \$65.00 +.50 hr. Labor

Light bulbs:

Round (KC) \$13.00 + .50 hr. labor

Wall Sconce (KC) \$40.00 + % hr. labor Regular LED A-19 \$4.00 + .25 hr. labor

T-8 \$6.00 + .25 hr.

Appliance \$2.00 + .25 hr.

\$30.00 + .25 hr.



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NEW LED ceiling / wall fixture	\$ 25.00 + .25 hr.
Fluorescent 2'	\$10.00 + .25 hr.

Fluorescent 4' \$10.00 + .25 hr. labor Compact fluorescent \$5.00 + .25 hr. labor

Compact fluorescent push pin GU 24 \$7.00 +.25 hr. labor

Telephone jack \$5.00 + .50 hr. labor \$25.00 + 1 hr. labor

Clotheslines for backyard -RD

Curtain rods

Small white "U" style \$7.00 + .25 hr.

RD 420's \$15.00 + .25 hr.

RD 380 / back quad area \$25.00 + .25 hr. TC door Blinds \$22.00 + .25 hr. Exterior outlet covers \$13.00 + .25 hr.

Hood vent filters \$5.00 + .25 hr. labor

**CLEANING:** 

Recology totter cleaning \$10 each

Cleaning as required/housekeeping # hours x \$50.00 hr lab or cleaning vendor invoice

\*\*cleaning costs vary according to bedroom size,

carpet soiling (light to heavy). Damage due to smoking within unit materials + # hours x \$50.00

Pet damage See invoice

Carpet replacement Pro=rated useful life/see invoice

Interior painting pro-rated Based on 7 years useful life/see invoice

Disposal of:

Microwave. \$50.00 plus 1hr labor Refrigerator \$50.00 plus 1hr labor

Stove \$50.00 plus 1hr labor

General debris hauling \$70.00 plus 1hr labor per trip

Sewage line clog-resident caused see invoice or \$40 slow drain / \$65 per (sink - toilet

- main drain up to one hour then \$50 per thereafter)

Vehicle towing see invoice

**PESTS:** 

Pests-general \*\* See vendor invoice Pests-bed bugs see vendor invoice



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\*\*The HA maintains regular pest control, resident whose housekeeping habits cause pest infestation will be charged at the vendors cost plus 10% for pest control services per treatment to include but not limited repairs to any damage to Stove, Fridge, HAVC, Water Heater or related damage to the unit.

#### **KEYS:**

Mail box rekey / replacement	\$35.00 +.25 hr. labor
Lost keys (lost/broken)	\$10.00
Lock out (during work hours)	\$50.00
Lock out (after work)	\$ 75.00
Keys (additional each key)	\$10.00 each
Re-key each cylinder	\$40.00 each + \$10.00 per key (X4)
Passage Knob	\$10.00 + .50 hr. labor
Privacy Knob	\$12.00 + .50 labor
Passage Lever	\$ 25.00 + .50 labor

#### LANDSCAPING:

Mow and trim yard	# of hours x \$50.00 or vendor invoice
Clean up yard & disposal of items	# of hours x \$50.00 plus dump fee-see invoice
Packing & storage of abandoned personal items	storage fee + # hours x \$50.00

\$2.50 Sf. + \$0.75 sf. labor

\$1.00 sf. + labor

All vendor costs are subject to change by provider.

Standard carpet and Pad Mustang

Carpet removal and disposal

#### **Flooring**

VCT replacement	
1 piece	\$2.00 including labor
3-5 Sq. Ft.	\$2.50 " "
6-11 Sq. Ft.	\$3.00 " "
More the 11 Sq. Ft.	\$3.50 " "
Linoleum	\$5.00 sf. including labor (standard grade)



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# Unit Paint charges

# Prices are based on 7-year wear

Prices below are labor only; materials must be billed out accordingly

1 bedroom 2 gallons paint
2 bedroom 3 gallons of paint
3 & 4 bedroom 5 gallons of paint
5 bedroom and up 9 gallons of paint
Paint price per gallon \$21.00

\*\*\*For example, purposes only 3-bedroom duplex labor \$600 plus \$105.00 in material for a grand total of \$705.00\*\*\*

#### **Richland Public Housing**

- 2-bedroom duplex \$500
- 3 Bedroom duplex \$650
- 4-bedroom single family home \$650
- 5-bedroom single family home \$6050

#### Joann way

1-bedroom apartment \$550

#### **Date Street**

1- & 2-bedroom apartments \$550

#### Yolo / Heiken

- 2 Bedrooms single family home \$550
- 3-bedroom single family home \$650
- 1-bedroom apartments \$550

#### **Kingwood Commons**

- 1-bedroom apartment \$550
- 2-bedroom townhouse \$600
- 3-bedroom townhouse \$650

#### **Percy Ave apartments**

1-bedroom apartment \$550



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#### **Town Center apartments**

- 1-bedroom apartment \$500
- 2-bedroom apartment \$500
- 2-bedroom corner apartment \$550

#### **USDA Rural Development**

- 2-bedroom townhouse \$650
- 3-bedroom townhouse \$700
- 4-bedroom townhouse \$700

#### Migrant housing

- 2-bedroom apartment \$575
- 3-bedroom apartment \$625
- 3-bedroom duplex \$625

#### **Butte view Estates**

1- & 2-bedroom apartments \$550

#### Teesdale

3-bedroom apartment bid as one bedroom \$160 each

#### 814 F street

4 plex bid each bedroom It is each room \$160 each

#### Centennial arms

- 1-bedroom apartments \$550
  - 2-bedroom apartments \$525

#### NSP / H2F

900 to 1200 square feet single family home \$800 1201 square feet to 1500 square feet single family home \$900 1501 to 1800 square feet single family home \$1,000 1801 to 2100 square feet single family home \$1,100



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### **Carpet Cleaning Charges**

additional charges odor control \$75 extra dirty spot stains treatment \$75

#### **Richland Public Housing**

- 1-bedroom Studio Ann 2-bedroom duplex \$85
- 3 Bedroom duplex \$95
- 4-bedroom single family home \$125
- 5-bedroom single family home \$175

#### Joann way

1-bedroom apartment \$95

#### **Date Street**

1- & 2-bedroom apartments \$95

#### Yolo / Heiken

- 2 Bedrooms single family home \$85
- 3-bedroom single family home \$125
- 1-bedroom apartments \$85

#### **Kingwood Commons**

- 1-bedroom apartment \$85
- 2-bedroom townhouse \$95
- 3-bedroom townhouse \$125

#### **Percy Ave apartments**

1-bedroom apartment \$85

#### **Town Center apartments**

- 1-bedroom apartment \$85
- 2-bedroom apartment \$95
- 2-bedroom corner apartment \$95

#### **USDA Rural Development**

- 2-bedroom townhouse \$85
- 3-bedroom townhouse \$95
- 4-bedroom townhouse \$135



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#### Migrant housing

- 2-bedroom apartment 0
- 3-bedroom apartment 0
- 3-bedroom duplex 0

#### **Butte view Estates**

1- & 2-bedroom apartments \$85

#### Teesdale

3-bedroom apartment bid as one bedroom \$85 each living room and Hall additional \$125

#### 814 F street

4 plex bid each bedroom It is each room \$85 each living room and Hall additional \$125

#### **Centennial arms**

- 1-bedroom apartments \$85
- 2-bedroom apartments \$95

#### NSP / H2F

900 to 1200 square feet single family home \$225 1201 square feet to 1500 square feet single family home \$275 1501 to 1800 square feet single family home \$325 1801 to 2100 square feet single family home \$450



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## **Unit Cleaning Charges**

additional charges
Extra dirty range \$15
extra dirty refrigerator \$20
Pre clean \$100
light wipe \$50

#### **Richland Public Housing**

- 1-bedroom Studio Ann 2-bedroom duplex \$165
- 3 Bedroom duplex \$185
- 4-bedroom single family home \$205
- 5-bedroom single family home \$225

#### Joann way

1-bedroom apartment \$1025

#### **Date Street**

1- & 2-bedroom \$125 / \$165

#### Yolo / Heiken

- 2 Bedrooms single family home \$165
- 3-bedroom single family home \$185
- 1-bedroom apartments \$165

#### **Kingwood Commons**

- 1-bedroom apartment \$125
- 2-bedroom townhouse \$165
- 3-bedroom townhouse \$185

#### **Percy Ave apartments**

1-bedroom apartment \$125

#### **Town Center apartments**

- 1-bedroom apartment \$125
- 2-bedroom apartment \$165
- 2-bedroom corner apartment \$165

#### **USDA Rural Development**

- 2-bedroom townhouse \$165
- 3-bedroom townhouse \$185
- 4-bedroom townhouse \$205



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#### Migrant housing

- 2-bedroom apartment \$165
- 3-bedroom apartment \$205
- 3-bedroom duplex \$185

#### **Butte view Estates**

1- & 2-bedroom apartments \$165

#### Teesdale

3-bedroom apartment bid as one bedroom \$80 each common area and Hall bath additional \$190

#### 814 F street

4 plex bid each bedroom It is each room \$80 each common area and Hall bath additional \$150

#### Centennial arms

- 1-bedroom apartments \$100
- 2-bedroom apartments \$165

#### NSP / H2F

900 to 1200 square feet single family home \$190 1201 square feet to 1500 square feet single family home \$185 1501 to 1800 square feet single family home \$205 1801 to 2100 square feet single family home \$225

I have received a copy of the fee schedule		
Name	Date	
Name	Date	
Name	Date	

#### HOUSING



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#### **RESOLUTION 19-1607**

#### RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY AUTHORIZING LOW INCOME HOUSING COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$1,592.88

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

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

WHEREAS, the Regional Housing Authority makes every attempt to collect outstanding balances; and

WHEREAS, Exhibit A provides a list of uncollectible accounts for the period ending May 31, 2019 and is made a part of this resolution:

BE IT THEREFORE RESOLVED that the Board of Commissioners of the Regional Housing Authority authorizes the Executive Director to write-off as collection losses the tenant receivables listed on Exhibit A totaling \$1,592.88.

This Resolution is to take effect immediately.

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed and adopted this 15th day of May 2019 by the following vote:

AYES:			
NAYS:			
ABSTAINED:	*		
ABSENT:			
	ATTEST:		
		Dan Miller, Chairperson	
(SEAL)			

Public Housing Collection Loss Write Off Period: May 2019

Payback Agreement	% % % % % % % % % % % % % % % % % % %	Total Write Off
Total <u>Owed</u>	98.99 625.99 11.28 1.46 59.16 796.00	1,592.88
Legal Fee's		\$
Solar	\$ 11.99 \$ \$ 11.28 \$ \$ 1.46 \$ \$ \$ .	\$ 83.89 \$
Damages	\$ 87.00 \$ 625.99 \$ 5 \$ 796.00	\$ 1,508.99
Late Fee's		· 69
Rent Owed		·
Monthly Rent	\$ 170.00 \$ 491.00 \$ 99.00 \$ 122.00 \$ 210.00	
te Move Out	02/11/19 05/22/18 06/08/15 02/01/18 02/01/18	
Date Move In M	01/29/15 10/12/16 02/28/13 06/22/15 06/22/15	
Address	420 Atwood Dr., Y.C. 2750 Date St., #49, L.O 391 Atwood Dr., Y.C. 391 Atwood Dr., Y.C. 391 Miles Dr., Y.C. 362 John Tee Dr., Y.C.	
Property	PH-Rich PH-Date PH-Rich PH-Rich PH-Rich PH-Rich	
Tenant	T0006369 T0008358 T0004887 T0006634 T0009363	

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

Deceased \*



Exhibit A

#### HOUSING



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#### **RESOLUTION 19-1608**

#### RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY AUTHORIZING RURAL DEVELOPMENT COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$1,922.17

WHEREAS, the Regional Housing Authority operates low-income housing projects Centennial Arms, Butte View Estates and Rural Development farm work housing project Phases I, II and III pursuant to U.S. Department of Agriculture regulations; and

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

WHEREAS, the Regional Housing Authority makes every attempt to collect outstanding balances; and

WHEREAS, Exhibit A provides a list of uncollectible accounts for the period ending May 31, 2019 and is made a part of this resolution;

BE IT THEREFORE RESOLVED that the Board of Commissioners of the Regional Housing Authority authorizes the Executive Director to write-off as collection losses the tenant receivables listed on Exhibit A totaling \$1,922.17.

This Resolution is to take effect immediately.

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed and adopted this 15<sup>th</sup> day of May 2019 by the following vote:

AYES:			
NAYS:			
ABSTAINED:			
ABSENT:			
	ATTEST:		
		Dan Miller, Chairperson	
(SEAL)			



USDA Collection Loss Write Off Period: December 2018

Payback <u>\greement</u>	8 N 0 O	Total Write Off
Total P Owed Ag	\$ 472.72 \$ 1,449.45	\$ 1,922.17
Legal Fee's	, , ъъ	9
Utilities	, , es es	· &
Damages	\$ 472.72 \$ 1,449.45	\$ 1,922.17
Late Fee's	ı і <del>ю</del> ю	<del>СЭ</del>
Rent	· , ,	, <del>69</del>
Monthly Rent	214.00	
te <u>Move Out</u>	07/28/19 \$ 02/28/19 \$	
Date <u>Move In</u> <u>M</u>	07/31/18 10/03/16	
Address	9400 Larkin Rd, #2B, Live Oak 9400 Larkin Rd, #4B, Live Oak	
Property	BVE BVE	

T0012860 T0009311

Tenant

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

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

S AND

Exhibit A

#### REGIONAL HOUSING



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#### **RESOLUTION 19-1609**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY **AUTHORIZING KINGWOOD COMMONS APARTMENTS COLLECTION LOSS WRITE-OFF IN THE AMOUNT** OF \$3,378.04

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

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

WHEREAS, the Regional Housing Authority makes every attempt to collect outstanding balances; and

WHEREAS, Exhibit A provides a list of uncollectible accounts for the period ending May 31, 2019 and is made a part of this resolution;

BE IT THEREFORE RESOLVED that the Board of Commissioners of the Regional Housing Authority authorizes the Executive Director to write-off as collection losses the tenant receivables listed on Exhibit A totaling \$3,378.04.

This Resolution is to take effect immediately.

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed and adopted this 15th day of May 2019 by the following vote:

NAYS:			
ABSTAINED:			
ABSENT:			
	ATTEST:		
		Dan Miller, Chairperson	

(SEAL)

AYES:



Kingwood Commons 1340 Gray Avenue, Yuba City Collection Loss Write Off Period: May 2019

Payback <u>Agreement</u>	8 N 0 0	Total Write Off
Total Owed	\$ 2,021.28 \$ 1,356.76	\$ 3,378.04
Legal Fee's	, , е	, <del>О</del>
Utilities	' ' • • •	, <del>С</del>
Damages	\$ 2,021.28 \$ 1,356.76	\$ 3,378.04
Late Fee's	, , & &	, <del>69</del>
Rent Owed	· ·	; <del>69</del>
Monthly Rent	\$ 859.00	
Date Move Out	10/06/16 02/28/19 04/16/12 04/03/18	
D. Move In	10/06/16 04/16/12	
Apartment	13	
<u>Tenant</u>	T0008553 T0004421	

Deceased \*

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

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

STAN A

Exhibit A



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#### **RESOLUTION 19-1610**

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

WHEREAS, Luis Uribe was first appointed to the office of Commissioner in the month of March 2015, and has served faithfully thereafter through April 2019; and

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

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

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

This Resolution was moved and approved at the Regular meeting of the Board of Commissioners, this 15th day of May 2019 as the Board conveys their best wishes in all his future endeavors.

	Chairperson, Dan Miller	
		п
ABSENT:		
BSTAINED:		
IAYS:		
YES:		

# REGIONAL HOUSING AUTHORITY STAFF REPORT

Date:

May 15, 2019

To:

**Board of Commissioners** 

From:

Gustavo Becerra, Executive Director

SUBJECT:

Memorandum of Understanding (MOU) between PEU Local #1, Affiliated with AFSCME International and

**Regional Housing Authority** 

**RECOMMENDATION:** 

**Approval of MOU** 

#### **Background**

The Regional Housing Authority (RHA) and PEU Local #1, Affiliated with AFSCME International (Union) began negotiations on January 31, 2018. After several meetings and many months of negotiating, both parties have agreed to terms beginning April 1, 2018 through March 31, 2023, with the fifth year beginning April 1, 2022 being only an optional year, contingent on the RHA budget being able to afford the 2% salary increase.

Some of the agreements include:

Salary increases:

0	1.25%	April 1, 2019
0	1%	April 1, 2020
0	1.75%	April 1, 2021

o 2% April 1, 2022, conditional on optional fifth (5<sup>th</sup>) year

- Holiday Changes:
  - Reassign the Columbus Day Holiday to specific dates during the term of the agreement as indicated in the MOU
  - o One-time only Employee Appreciation Day on December 26, 2019
- New Nine (9) Step Salary Schedule for employees hired after April 1, 2019.
- Sick Leave accrual decreased to 3 hours and 42 minutes per pay period, from 4 hours and 37 minutes, for employees hired after April 1, 2019 with no cash out option upon separation.
- Two (2) additional positions for bilingual pay and recertification testing every 5 years.
- Reduction in both the tool and uniform allowances after the third (3<sup>rd</sup>) year of employment at the higher amount.

 Elimination of binding arbitration in Discipline Procedures and the Board of Commissioners' Personnel Committee would have final determination on appeals.

#### Recommendation

It is recommended that the Board of Commissioners of the Regional Housing Authority approve the Memorandum of Understanding commencing on April 1, 2018 and ending on March 31, 2023, conditional on optional fifth (5<sup>th</sup>) year.

Submitted by:

Gustavo Becerra, Executive Director

# Regional Housing Authority

APRIL 1, 2018 – MARCH 31, 2023(conditional on optional fifth (5<sup>th</sup>) year)

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#### **PREAMBLE**

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

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

#### A. Terms:

The Parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment, and it is mutually agreed that this MOU shall be effective with a period beginning April 1, 2018 and ending March 31, 2023 (conditional on optional fifth (5<sup>th</sup>) year).

#### B. <u>Prevailing Rights</u>:

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

#### I. RECOGNITION

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

- salaries
- hours
- fringe benefits
- working conditions

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

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

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

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

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

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

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

#### II. FULL UNDERSTANDING, MODIFICATIONS, WAIVER

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

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

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

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

#### III. NEW EMPLOYEE ORIENTATION/PAYROLL DEDUCTION

#### A. New Employee/Union Meeting:

RHA and the UNION agree that a UNION representative can meet with new employees hired into the bargaining union for forty-five (45) minutes. Such meeting will occur at the RHA employee orientation or within fifteen (15) days of the employee being hired.

#### B. Dues Deduction:

Upon certification by the Union that an employee has signed a deduction authorization, the RHA will deduct the appropriate dues or fee from the employee's pay, as established and as may be changed from time to time by the Union and remit such dues or fees to the Union. Employee requests to cancel or change deductions must be directed to the Union rather than the RHA.



#### C. UNION's Responsibilities:

- 1. The Union shall provide a membership list as needed to RHA. The list will include:
  - a. Employee Name
  - b. Date of Request The date of request should be prior to the Friday before pay day. Any requests received by end of business on the Friday before pay day will take effect on that payroll.
  - c. Effective Payroll Date
  - d. Union to provide the calculation of dues for the new members.

#### D. RHA's Responsibilities:

#### 1. RHA Shall:

- a. Provide the Union an annual copy of the payroll dates.
- b. Provide the Union a "Personnel Action Form" for any payroll change.

#### E. Forfeiture of Deductions:

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

#### F. Hold Harmless:

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

#### G. <u>Duration</u>:

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

#### IV. CONTINUED PERFORMANCE OF RHA SERVICE

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

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

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

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

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

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

#### V. INTERNAL REVENUE CODE SECTION 125 PLAN

#### A. IRS Code Section 125 Plan:

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

#### B. Flexible Benefit Account:

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

#### VI. HEALTH, DENTAL, VISION & LIFE INSURANCE COVERAGE

#### A. <u>CalPERS PEMHCA</u>

- 1. Pursuant to the California Public Employees Medical & Hospital Care Act ("PEMHCA"), RHA shall maintain membership in the CalPERS PEMHCA health plan system (CalPERS PEMHCA) unless RHA elects to terminate membership pursuant to section VI (B) 7 below.
- 2. RHA shall make all contributions legally mandated under PEMHCA.
- 3. RHA shall establish a Cafeteria Plan ("Plan") to provide for health premium contributions and other optional benefits.
- 4. RHA's existing Section 125 Plan shall become part of the Plan.

#### B. <u>Medical Contributions to the Plan:</u>

- 1. RHA's contributions to the Plan shall be a fixed eighty percent (80%) of the premium rates for the PERS Choice or PERS Select health plans. During the term of the MOU, RHA contribution shall be increased by the amount equal to eighty percent (80%) of the premium increase for the PERS Choice or PERS Select health plans.
- 2. Retiree Medical: For those retirees enrolled in a CalPERS PEMHCA health plan



RHA shall make the minimum employer contribution as mandated pursuant to Article VI A (2) above.

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

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

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

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

#### C. <u>Dental Contributions to Plan</u>:

1. Housing Authority Contribution to the Plan

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

2. Employee Contribution to the Plan

Participating eligible employees who do not select the DMO insurance plan, but elect to participate in other eligible dental plans, shall pay all premium costs in excess of the DMO plan costs during the term of this MOU.

#### 3. Insurance Plan Changes

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

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

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

4. During the term of the contract, at Union option, parties to revisit optional dental plan at no cost to the RHA.

#### D. <u>Vision Contributions to the Plan:</u>

#### 1. Housing Authority Contribution to the Plan:

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

#### 2. Insurance Plan Changes

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

#### E. <u>Life Insurance Plan:</u>

#### 1. Housing Authority Contribution

RHA shall provide a \$50,000 Life/AD&D benefit for each permanent employee, \$15,000 life insurance for spouse and \$5,000 per dependent, and pay all premiums during the term of this MOU.

#### 2. Insurance Plan Changes

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

#### VII. PROBATIONARY PERIOD

#### A. General Unit/Supervisory:

Persons entering Housing Authority service shall serve a probationary period of twelve (12) months, such period to run from the first day of the month following the date of employment or promotion, or in the event the date of employment or promotion is on the first day of the month,



then from that date. A probationary employee shall be evaluated quarterly during the probation period.

#### B. Failure to Achieve Permanent Status After Promotion:

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

#### C. <u>Discretion</u>:

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

#### VIII. WORK PERIOD

#### A. Official Work Period:

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

#### B. Tardiness:

Unexcused tardiness of more than ten (10) minutes three (3) times in one calendar month shall result in the loss of earned sick and annual leave accumulation for one pay period. Chronic tardiness may result in disciplinary action. All employees are expected to remain at their jobs until the actual starting time of lunch periods or the end of their shift. Unexcused leaving early shall be treated the same as tardiness.

#### C, Rest and Meal Breaks:

Employees are allowed two rest periods, one for each four (4) hour period worked – 15 minutes in the morning and 15 minutes in the afternoon. A break should be taken no earlier than one hour after your shift begins and no later than one hour before lunch or the end of your shift. Breaks may not be added to your meal break or to arrive and/or leave early.

#### D. Flexible Work Hours:

To improve the level of service provided by RHA, flexible work hours may be arranged by mutual agreement between individual employees, supervisors and the Executive Director. Such hours shall allow the employees to work the standard number of hours within each work period. The Executive Director may return the employee to the standard shift at any time with two weeks' notice.

#### E. <u>Alternate Work-Schedules:</u>

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

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

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

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

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

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

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

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

Other Alternate Schedules: Work Week or lunch schedules, other than those, above may be approved or required by the Executive Director subject to the operational needs of RHA.

#### 1. Overtime:

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

#### 2. Holiday Pay

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



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

#### Vacation and Sick leave

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

#### IX. OVERTIME

#### A. Official Work Period:

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

#### B. Overtime:

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

#### C. Rate and Type of Compensation:

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

#### X. ON-CALL

#### Unrestricted On-call Pay

Whenever any employee is required to remain available on an On-call basis, he/she shall be compensated at the rate of thirty dollars (\$30.00) per day for non-work days (days RHA is closed for business or holidays and for work days that the employee has reported to work and is scheduled for on-call the rate will be thirty (\$30.00) per day. For purposes of this section, a weekday for on-call is defined as the hours between 5:30 PM and 7:00 AM the following calendar day. For a designated holiday.

weekend day or other day RHA is closed to the public, on-call is defined as a shift of 24 hours. The assignment of classifications of employees to do on-call duty shall be approved by the Executive Director. Employees scheduled for on-call duty shall be on-call for one week, beginning at 5:30 PM Thursday, and ending at 5:30 PM the following Thursday.

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

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

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

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

#### XI. LONGEVITY

#### A. Longevity Step

1) An employee who has completed five years at the top step of the salary range in the employee's current classification or has ten (10) years continuous Housing Authority service shall be eligible for a five percent (5%) salary increase.

#### XII. SICK LEAVE

#### A. Accrual:

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



#### B. Uses:

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

#### C. Notice:

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

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

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

#### D. Confirmation:

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

#### E. Abuse:

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

#### F. Integration of SDI and Other Leave Accruals:

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

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

#### G. Pay Off - Unused Sick Leave Compensation:

Upon termination of employment with RHA, an employee who has at least five (5) years of accumulated full-time service (part-time employees to receive prorated benefit) may receive an amount equal to twenty percent (20%) of said employee's unused sick leave credits, computed against the current value of those credits, using the employee's highest dollar wage earned, if employed prior to April 1, 2019. For purposes of this Section, such unused sick leave credits shall be limited to a maximum total number of credits of 2,080 hours. Employees hired after April 1, 2019 and those that are eligible to elect a cash payout will have their remaining credit balance applied to such employee's retirement calculation in accordance with XXIII D.

#### H. <u>Bereavement Leave</u>:

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

#### I. Personal Leave Time:

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

#### J. Military Leave:

RHA grants military leave and any related benefits maintenance, job seniority and retention rights to all employees for service in a uniformed service in accordance with State and Federal law. The employee must notice his/her supervisor of upcoming military duty as soon as he/she becomes aware of his/her obligation.

#### XIII. JURY DUTY

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



#### XIV. VACATION LEAVE

#### A. Accrual: Hired before April 1, 2014

Employees shall accrue vacation leave at the following rates:

Less than 10 years of service

- 120 hours per year (4 hours and 37 minutes per pay period)

10 years or more of service

- 160 hours per year (6 hours and 10 minutes per pay period)

Accrual: Hired after April 1, 2014

Employees shall accrue vacation leave at the following rates:

0 to 1 year of service

2 to 5 years of service

6 to 10 years of service

10 years or more of service

- 40 hours per year (1 hour and 32 minutes

per pay period)

\*Employees will accumulate hours and after 6 months of service can use accrued

vacation after that.

- 80 hours per year (3 hours and 5 minutes

per pay period)

- 120 hours per year (4 hours and 37

minutes per pay period)

- 160 hours per year (6 hours and 10

minutes per pay period)

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

#### B. Scheduling/Approval:

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

#### C. Pay-Off Upon Separation:

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

#### XV. ORGANIZATIONAL LEAVE TIME

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

#### XVI. RELEASE TIME

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

#### **XVII. LEAVE OF ABSENCE WITHOUT PAY**

#### A. <u>Leave of Absence Without Pay:</u>

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

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

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

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

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

#### B. Family Medical Leave:

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

#### XVIII. HOLIDAYS

The following holidays shall be observed with pay:

- 1. New Year's Day (January 1)
- 2. Martin Luther King, Jr., Day (3<sup>rd</sup> Monday in January)
- 3. President's Birthday (3<sup>rd</sup> Monday in February)
- 4. Cesar Chavez (March 31)
- 5. Memorial Day (Last Monday in May)

- 6. Independence Day (July 4)
- 7. Labor Day (1st Monday in September)
- 8. Columbus Day (2<sup>nd</sup> Monday in October) \*(Reassigned for the term of the agreement)
- 9. Veteran's Day (November 11)
- 10. Thanksgiving Day (Fourth Thursday in November)
- 11. Friday following Thanksgiving
- 12. Day Before Christmas (December 24)
- 13. Christmas Day (December 25)
- 14. New Year's Eve (December 31)
- 15. Every day that is a day of mourning as proclaimed by the Governor of the State of California or the President of the United States
- 16. When a holiday falls on a Sunday, the following Monday shall be observed.
- 17. When a holiday falls on a Saturday, the preceding Friday shall be observed (Thursday shall be observed while on a 4/10 schedule).

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

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

#### Christmas week:

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

2020: 12/21\* + 12/22 vacation day 2021: 12/20\* + 12/21 vacation day

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

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

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

#### XIX. SAFETY

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

#### **XX. GRIEVANCE PROCEDURES**

#### A. <u>Purposes</u>:

The purposes and objectives of the Grievance Procedure are to:

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

#### B. <u>Discussion of Grievance:</u>

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

#### C. <u>Grievance Definition:</u>

- A "grievance" is a written complaint regarding interpretation or application of this MOU or 1. other RHA personnel rule or policy which has not been settled as a result of the discussion required by Paragraph B. of this Section XX, initiated by an employee, arising out of a specific situation, or acts complained of as being unfair, which result in an alleged inequity or damage to the employee, resulting from an act or omission by management. A grievance must specify a contract article or RHA policy violation and the remedy sought. The requested remedy must be within the power of the Executive Director of RHA to grant in whole or in part. A grievance may include work assignments not related to the employee's position classification job description, disagreements between employees and supervisors regarding the interpretation of the Policy of RHA as they affect the individual employee with respect to wages, hours, working conditions, denial of merit salary increases, and other programs over which the Executive Director has jurisdiction. However, neither employee discipline nor employee performance management/evaluation are within the definition of a "grievance". Paragraph E. of the grievance procedure hereinafter described shall be available only to an employee with regular status in the classified service.
- 2. A grievance is not reviewable under this procedure if it is a matter which:
  - a. Is reviewable under some other administrative procedure, such as applications for changes in title, job classification, or salary;
  - b. Would require the exercise of legislative power, such as the adoption or amendment of an ordinance, rule, regulation, or policy established by the Board of Commissioners.

#### D. Special Provisions of the Grievance Procedure:

#### 1. Freedom from Reprisal:

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

#### 2. <u>Employee Representative</u>:

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

#### 3. Grievance Petition Form:

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

#### 4. Presentation:

All grievance petitions shall be initiated within fifteen (15) calendar days after the occurrence of the circumstances or employee's knowledge of the circumstances giving rise to the grievance; otherwise, the right to file a grievance petition is waived, and no grievance shall be deemed to exist.

#### 5. Statement of Grievance:

The grievance shall contain a statement of:

- a. The specific contract article or the RHA policy violated;
- b. The inequity or damage suffered by the employee;
- c. The specific remedy requested.

#### Consideration:

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

#### 7. Resolution:

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



#### 8. Withdrawal:

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

#### 9. Time Limits:

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

#### 10. Resubmission:

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

#### 11. <u>Extension of Time</u>:

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

#### 12. Personnel Committee:

The Board of Commissioners of RHA shall establish and maintain a Personnel Committee, which shall include the Chairperson of the Board.

#### E. Procedure:

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

#### 1. <u>Step I</u>:

An employee who has a grievance shall informally discuss his or her complaint with his or her immediate supervisor within fifteen (15) calendar days of the date the employee discovered (or reasonably should have discovered, based on available information) the issue giving rise to the grievance. Failure to timely initiate the grievance process shall be deemed a waiver of the grievance. Within fifteen (15) calendar days, the supervisor shall give his or her decision to the employee orally or in writing but shall sign off on the grievance with a signature and date.

#### 2. Step II:

If the employee feels his/her grievance has not been satisfactorily resolved or if he/she receives no response from his or her immediate supervisor, he/she shall have fifteen (15) calendar days from the date of the supervisor's response, or from the time specified under Step I for the supervisor's response, to formally submit the grievance in writing to the Executive Director of RHA. The Executive Director shall within fifteen (15) calendar days of the receipt of the written grievance, meet with the employee and/or their



representative to try to resolve the grievance. If the grievance has not been solved after such meeting then the Executive Director has fifteen (15) calendar days to supply an answer in writing to the aggrieved employee and the supervisor in Step I, explaining clearly his/her decision or proposed action.

#### 3. Step III:

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

#### 4. Step IV:

If the employee and/or Executive Director is not satisfied with the decision of the Personnel Committee either party may initiate arbitration proceedings by making a written demand of the other party within fifteen (15) calendar days of the Personnel Committee's decision.

- (A) Arbitration to be conducted by an arbitrator agreed to by the parties (within fifteen (15) days of the demand) or selected from a list obtained through the State Mediation and Conciliation Service. Upon receipt of the list of names, the parties shall meet to alternately strike names until only one name remains. The name remaining shall be the arbitrator in the dispute. The party to strike the first name shall be chosen by lot.
- (B) Arbitration to be governed by the provisions of the California Arbitration Act, §1280 through §1294.2 of the Code of Civil Procedure
- (C) Arbitration shall take place in Yuba City, County of Sutter, State of California, and the hearing before the arbitrator of the matter to be arbitrated shall be at the time and place within said City as is selected by the arbitrator. The arbitrator shall elect such time and place promptly after his or her appointment and shall give written notice thereof to each party at least fifteen (15) days prior to the date so fixed. At the hearing any relevant evidence may be presented by either party and the formal rules of evidence applicable to judicial proceeding shall not govern. Evidence may be admitted or excluded in the sole discretion of the arbitrator. Said arbitrator shall hear and determine the matter and shall execute and acknowledge his or her award in writing and cause a copy thereof to be delivered to each of the parties.
- (D) The decision of the arbitrator shall be binding and conclusive. The submission of a dispute to the arbitrator and the rendering of his/her decision shall be a condition precedent to any right of legal action on the

dispute. A judgment confirming the award of the arbitrator may be rendered by any superior court having jurisdiction or such court may vacate, modify or correct the award in accordance with the prevailing sections of the California Arbitration Act.

(E) The fees and expenses, if any, of the arbitrator, shall be divided equally between the employer and the employee/Union, (whichever files the demand for arbitration).

#### XXI. DISCIPLINE

- A. Disciplinary action may be taken against any employee who has permanent status by the Executive Director only for just cause. The following actions, while not an exclusive listing, are examples of just cause, which may justify disciplinary action as, provided in this Section.
  - 1. Fraud in securing appointment.
  - 2. Unsatisfactory performance.
  - 3. Inexcusable neglect of duty.
  - 4. Insubordination.
  - 5. Dishonesty.
  - 6. Drunkenness on duty.
  - 7. Addiction and/or use of narcotics or habit-forming drugs without medical prescription while on duty.
  - 8. Inexcusable absence without leave.
  - 9. Conviction of a job-related felony.
  - 10. Discourteous treatment of the public or other employee.
  - 11. Political activity, which is in violation of Federal, State or local laws and regulations
  - 12. Misuse of Housing Authority property in violation of law or Board order.
- B. As used in this Section, "disciplinary action" means dismissal, demotion, or suspension not to exceed thirty (30) days.
- C. <u>Notice</u>: The Executive Director may initiate disciplinary action against an employee for just cause by serving upon the employee a written notice of disciplinary action. The notice shall be serviced upon the employee either personally or by mail and shall include:
  - 1. A statement of the nature of the disciplinary action;
  - 2. A statement of causes thereof;
  - A statement in ordinary and concise language of the acts or omissions upon which the causes are based;
  - 4. Copies of documents and materials upon which the action is based;
  - 5. A statement advising the employee of his or her right to a Skelly Hearing. The employee may elect to respond orally, or in writing, or both to the Executive Director or designee within five (5) working days of service of the notice:
  - 6. The date upon which the proposed action is to become effective; and
  - 7. A statement advising the employee that if the disciplinary action is imposed, he or she may appeal such action to RHA Board of Commissioners as specified below.
- D. Appeal Procedure: Following issuance of final discipline after Skelly hearing, a disciplined employee may appeal disciplinary action to the Personnel Committee of RHA Board of Commissioners. Such appeal must be in writing and filed with Executive Director within fifteen

(15) calendar days of the notice of final discipline. The Executive Director shall promptly deliver the appeal to the Personnel Committee via its chairperson or designee.

- 1. The Personnel Committee shall, within thirty (30) calendar days after the receipt of the appeal, hear the appellant and the Executive Director and render a written decision to the appellant within fifteen (15) calendar days after the hearing closes with a copy to the Executive Director.
- 2. A hearing shall be conducted by the Personnel Committee and the hearing shall be at the time and place selected by the Personnel Committee. The parties to the hearing will be given at least fifteen (15) days prior notice.
- 3. At the hearing any relevant evidence or testimony may be presented by either party and the formal rules of evidence applicable to judicial proceeding shall not govern. Evidence may be admitted or excluded at the sole discretion of the Personnel Committee.
- 4. The Personnel Committee Chairperson shall have the authority to administer oath and the Personnel Committee shall determine what weight evidence should be given.
- 5. The Personnel Committee shall hear and determine the matter and shall execute and acknowledge an award in writing and cause a copy thereof to be delivered to each of the parties. The decision of the Personnel Committee shall be binding and conclusive.

The basic issue to be submitted to the Personnel Committee shall be: "Was (employee's name) disciplined for "just cause" and if so, what is the appropriate discipline?"

#### XXII. PAY ADJUSTMENTS/ CLASSIFICATION/COMPENSATION STUDIES

#### A. Y-Rates:

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

#### B. Bilingual-Pay:

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

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



#### C. Pay for Work in Higher Classification:

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

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

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

#### D. <u>SALARY INCREASE</u>

#### Wages:

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

#### Wage Adjustments:

a.	April 1, 2018	0%
b.	April 1, 2019	1.25%
С	April 1, 2020	1%
d.	April 1, 2021	1.75%

e. April 1, 2022

If the adopted Fiscal Year 2022/2023 budget includes two percent (2%) salary increase effective April 1, 2022, the MOU shall expire March 31, 2023. If the Adopted 2022/2023 budget does not include a two percent (2%) salary increase effective April 1, 2022, the MOU shall expire March 31, 2022. RHA holds full authority as to whether the agency can feasibly afford the 2% salary increase or not. Employees/Union will be notified no later than October 31, 2021 if optional year can be implemented.

Step increases: Employees hired on or after April 1, 2019 only:

- Existing salary schedule shall be converted from 5-steps to 9-steps
- The top and bottom step shall remain the same
- There shall be approximately 2.5% between each step
- RHA and Union shall meet and confer regarding implementation during term of agreement.



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

#### A. Employees hired prior to April 1, 2011

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

#### B. Employees hired on or after April 1, 2011

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

#### C. Employees hired on or after January 1, 2013

- Shall participate in the CalPERS 2%@62 plan;
- Retirement to be calculated based on highest 36 months;
- Employees shall pay 100% of employee contribution

#### D. PERS Section 20965 Credits for Unused Sick Leave

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

#### Social Security

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

#### XXIV. LAYOFFS

#### A. Layoffs:

The Executive Director may lay off employees pursuant to this Section

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

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

#### B. Notice of Layoff:

Employees shall be notified of layoff fifteen (15) calendar days prior to the effective date of layoff. Extra help employees may be laid off at any time. An employee who is to be laid off may elect to accept such layoff prior to the effective date thereof. Such notice of layoff for regular employees shall include:

- Reason for layoff.
- 2. Effective date of the action.

- 3. Conditions governing retention on and reinstatement from reemployment lists.
- 4. Rules regarding waiver of reinstatement and voluntary withdrawal from the reemployment list.

#### C. Order of Layoffs:

Persons shall be laid off in the following order:

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

#### D. Layoff List Computation:

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

#### 3. Tie Breaking:

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

#### E. Reemployment Lists:

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

 Any person having permanent status in the classified service who is laid off because of temporary or permanent abolishment of his or her position or who is laid off and subsequently accepts a demotion and displacement in lieu of layoff shall have his or her name placed on the reemployment list from which he or she has been laid off.



- 2. The Executive Director shall establish reemployment lists by class and department, listing only those regular employees who are laid off.
- 3. Any employee who attained permanent status in the classified service and who resigned in good standing may make application for reemployment within one (1) year after the date of resignation, and if such request is granted by the appointing authority, he or she will be placed on the reemployment list for the class of position from which he or she resigned. Such application must be made in writing within one (1) year after the effective date of resignation. It shall be referred to the supervisor of the department from which the person resigned for recommendation. If the supervisor grants reemployment privileges to such person, his or her name shall be placed on the appropriate reemployment list.
- 4. The names of persons laid off shall precede the names of persons granted reemployment privileges after resignation. The names of persons laid off shall be placed on the appropriate reemployment list in order of seniority as defined in Section E.2. The names of persons granted reemployment privileges after resignation shall be placed on the appropriate eligible list in the order of date of application for reemployment, the most recent application being placed first. Individuals on reemployment eligibility lists who have been laid off shall be certified to the department from which they were laid off. In such instances, a vacancy that is being filled must be filled by the first individual certified who is willing to accept appointment.
- 5. The name of any person laid off or granted reemployment privileges shall continue on the appropriate reemployment list for a period of two (2) years after being placed there. The name of any eligible person on a reemployment list shall be automatically removed from said list at the expiration of such two-year period.
- 6. The Executive Director or supervisor may remove the name of any eligible person from the reemployment list for any of the reasons set forth in this Article, and if permitted by law to make such judgment. Any such proposed removal shall be forwarded to the Executive Director for review and comment prior to such action.

#### F. Reemployment Following Layoff:

- Any person reappointed following layoff shall receive compensation and benefits as though he or she had been on leave without pay if such person is reappointed to a position in the same salary range.
- Any individual who is reappointed following layoff to a position with a lower salary range shall receive compensation and benefits as though he or she had been demoted to such position and had subsequently been on leave without pay.
- 3. An employee who has been laid off or displaced and subsequently reemployed in a regular position within a two (2) year period from the date of his or her layoff, shall receive the following considerations and benefits:
  - a. All sick leave credited to the employee's account at time of layoff shall be restored provided such employee returns to RHA, at the time such employee returns to work, any sick leave payoff received at the time of layoff.
  - All seniority held upon layoff shall be restored.

- c. All prior service shall be credited for the purposes of determining sick leave and vacation earning rates and service awards.
- d. The employee shall be placed in the salary range as if the employee had been on a leave of absence without pay.
- e. A person who has been laid off and is subsequently reemployed in the classification, in which he or she held permanent status at the time of layoff, shall not be required to serve the probationary period if such reemployment occurs within one (1) year from the date of such layoff. The probationary status of the employee shall be as if the employee had been on a leave of absence without pay except that a twelve month (1 year) probationary period shall be required if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff or displacement.
- f. When a layoff reemployment list is certified to the appointing authority filling a vacancy, such vacancy shall be filled by the individual with the most seniority who is willing to accept the appointment. (MOU 7/1/98)

#### G. Waiver of Reinstatement:

An eligible person shall be removed from the reemployment list and his or her reemployment rights terminated, if he or she fails to reply in writing to an offer of reemployment within seven (7) calendar days after receipt of the offer or, after accepting a job offer, fails to report to work.

An eligible person's name shall be placed on an inactive reemployment list upon his or her written request to the Executive Director. An eligible person's name may be restored to the active reemployment list upon his or her written request to the Executive Director. An eligible person means one that requested to be placed on an inactive list with or without an offer of reemployment previously being made. The list shall expire in one year from the date of layoff.

#### H. <u>Displacing a Lower Class</u>:

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

#### XXV. CONTRACTING OUT SERVICES

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

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

• Turn around of rental units - cleaning, flooring, painting

- Painting
- Landscape maintenance

#### XXVI. COMPARABLE HOUSING AUTHORITIES, CITIES OR COUNTIES

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

#### XXVII. ASSIGNMENT OF LEAVE BALANCES FOR CATASTROPHIC ILLNESS OR INJURY

#### A. Purpose:

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

#### B. Employee Eligibility for Assigned Leave:

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

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

#### C. Procedure for Requesting Leave:

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

#### D. <u>Employee Eligibility to Assign Leave Balances:</u>

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

#### E. Assignment of Leave Balances

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

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

#### F. <u>Procedure for Assigning Leave Balances</u>

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

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

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

#### G. Solicitation of Leave Balances

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

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

#### H. <u>Administration of Assignment of Leave Policy</u>:

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



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

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

#### XXVIII. SHOP STEWARDS

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

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

#### XXXIX. ADOPTION

It is agreed that the MOU is of no force or effect until ratified and approved by the Board of Commissioners of RHA and the UNION members employed by RHA.

#### XXX. SAVINGS CLAUSE

Should any portion of this MOU or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidity or such portion of the MOU shall not invalidate the remaining portion hereof, and they shall remain in full force and effect. RHA and UNION agree to meet and confer concerning any provision of this MOU declared invalid or unconstitutional by a court of competent jurisdiction

#### SUTTER COUNTY EMPLOYEES' ASSOCIATION, LOCAL #1 FOR REGIONAL HOUSING AUTHORITY EMPLOYEES' BARGAINING UNIT

	DATE:
RON SLAVEN, EXECUTIVE DIRECTOR	
	DATE:
ANTHONY LANGLOIS, SUPERVISING MAINTE	NANCE MECHANIC
JANET ALVAREZ, RECEPTIONIST	DATE:
JANET ALVAREZ, RECEPTIONIST	
	DATE:
CHARLES TINKER, SENIOR DEVELOPMENT A	ND REHAB SPECIALIST
REGIONAL HOUSING AUTHORITY	
	DATE:
GUSTAVO BECERRA, EXECUTIVE DIRECTOR	
	DATE:
DAN MILLER, CHAIRPERSON OF THE BOARD	
	DATE:
PATRICK CLARK, LABOR RELATIONS CONSULTANT	
	DATE:
ATTEST	



#### **APPENDIX A**

Salary Schedule –April 1, 2018-March 31, 2023 (conditional on optional fifth (5<sup>th</sup>) year)

## Regional Housing Authority Bi-Weekly Employee Salary Schedules Hired before April 1, 2019 Effective April 1, 2018 - March 31, 2023

Classification		Step 1	Step	2/Bilingual	Ste	o 3/Bilingual	Ste	o 4/Bilingual	Step	5/Bilingual	L-I/Bilingual	L-II/Bilingual
Supervising Main	tonon	oo Toobnioid										
4/1/2018	\$	1,826.20		1 017 51	•	2.042.20	¢.	2 444 06	~	0.040.76	# O 220 7E	<b>CO 447 00</b>
4/1/2019	\$	1,849.03	\$	1,917.51 1,941.48	\$	2,013.39	\$	2,114.06	\$	2,219.76	\$ 2,330.75	\$ 2,447.29
4/1/2020	\$	1,867.52	\$	1,960.90	\$	2,038.56 2,058.94	\$	2,140.48	\$	2,247.51	\$ 2,359.88	\$ 2,477.88
4/1/2021	\$	1,900.20	\$	1,995.21	\$	2,036.94	\$	2,161.89	\$	2,269.98	\$ 2,383.48	\$ 2,502.66
4/1/2022	\$	1,938.21	\$	2,035.12	\$	2,136.87	\$	2,199.72 2,243.72	<u>\$</u> \$	2,309.71	\$ 2,425.19	\$ 2,546.45
7/1/2022	Ψ	1,000.21	ΙΨ	2,000.12	Ψ_	2,130.07	Ψ	2,243.72	Φ	2,355.90	\$ 2,473.70	\$ 2,597.38
Maintenance Tec	hnicia	n II										
4/1/2018	\$	1,582.13	\$	1,661.23	\$	1,744.29	\$	1,831.51	\$	1,923.08	\$ 2,019.24	\$ 2,120.20
4/1/2019	\$	1,601.91	\$	1,682.00	\$	1,766.10	\$	1,854.41	\$	1,947.13	\$ 2,044.48	\$ 2,146.71
4/1/2020	\$	1,617.93	\$	1,698.82	\$	1,783.76	\$	1,872.95	\$	1,966.60	\$ 2,064.93	\$ 2,168.18
4/1/2021	\$	1,646.24	\$	1,728.55	\$	1,814.98	\$	1,905.73	\$	2,001.01	\$ 2,101.06	\$ 2,206.12
4/1/2022	\$	1,679.16	\$	1,763.12	\$	1,851.28	\$	1,943.84	\$	2,041.03	\$ 2,143.09	\$ 2,250.24
Maintenance Tec	baiaia	- I										
<u> </u>			•	4 500 50	_	4 505 07		4 004 00		4 77 47 4 4	4 4 60 4 60	<b>A</b> 1 000 0=
4/1/2018	\$	1,437.71	\$	1,509.59	\$	1,585.07	\$	1,664.33	\$	1,747.54	\$ 1,834.92	\$ 1,926.67
4/1/2019	\$	1,455.68	\$	1,528.47	\$	1,604.89	\$	1,685.13	\$	1,769.39	\$ 1,857.86	\$ 1,950.75
4/1/2020 4/1/2021	\$	1,470.24	\$	1,543.75	\$	1,620.94	\$	1,701.98	\$	1,787.08	\$ 1,876.44	\$ 1,970.26
***************************************	\$	1,495.97	\$	1,570.77	\$ \$	1,649.30	\$	1,731.77	\$	1,818.36	\$ 1,909.28	\$ 2,004.74
4/1/2022	1 \$	1,525.89	\$	1,602.18	<u>ф</u>	1,682.29	\$	1,766.40	\$	1,854.72	\$ 1,947.46	\$ 2,044.83
Maintenance Wor	rker		· i						***************************************			
4/1/2018	\$	1,311.46	\$	1,377.03	\$	1,445.88	\$	1,518.17	\$	1,594.08	\$ 1,673.79	\$ 1,757.48
4/1/2019	\$	1,327.85	\$	1,394.25	\$	1,463.96	\$	1,537.16	\$	1,614.01	\$ 1,694.71	\$ 1,779.45
4/1/2020	\$	1,341.13	\$	1,408.19	\$	1,478.60	\$	1,552.53	\$	1,630.15	\$ 1,711.66	\$ 1,797.24
4/1/2021	\$	1,364.60	\$	1,432.83	\$	1,504.47	\$	1,579.70	\$	1,658.68	\$ 1,741.62	\$ 1,828.70
4/1/2022	\$	1,391.89	\$	1,461.49	\$	1,534.56	\$	1,611.29	\$	1,691.86	\$ 1,776.45	\$ 1,865.27
Lead Grounds/Ma												
4/1/2018	\$	1,442.66	\$	1,514.79	\$	1,590.53	\$		\$	1,753.56	\$ 1,841.24	\$ 1,933.30
4/1/2019	\$	1,460.69	\$	1,533.73	\$	1,610.41	\$	1,690.94	\$	1,775.48	\$ 1,864.26	\$ 1,957.47
4/1/2020	\$	1,475.30	\$	1,549.07	\$	1,626.52	\$	1,707.84	\$	1,793.24	\$ 1,882.90	\$ 1,977.04
4/1/2021	\$	1,501.12	\$	1,576.17	\$	1,654.98	\$	1,737.73	\$	1,824.62	\$ 1,915.85	\$ 2,011.64
4/1/2022	\$	1,531.14	\$	1,607.70	\$	1,688.08	\$	1,772.49	\$	1,861.11	\$ 1,954.17	\$ 2,051.87
Laborer			······································									
4/1/2018	\$	1,265.15	\$	1,328.40	\$	1,394.82	\$	1,464.57	\$	1,537.79	\$ 1,614.68	\$ 1,695.42
4/1/2019	\$	1,280.96	\$	1,345.01	\$	1,412.26	\$	<del></del>	\$	1,557.02	\$ 1,634.87	\$ 1,716.61
4/1/2020	\$	1,293.77	\$	1,358.46	\$	1,426.39	\$		\$	1,572.59	\$ 1,651.22	\$ 1,733.78
4/1/2021	\$	1,316.42	\$	1,382.24	\$	1,451.35	\$		\$	1,600.11	\$ 1,680.12	\$ 1,764.12
4/1/2022	\$	1,342.74	\$	1,409.88	\$	1,480.37	\$		\$	1,632.11	\$ 1,713.72	\$ 1,799.40
	1	.,		.,					·			
Accounting Assist	tant											
4/1/2018	\$	1,482.89	\$	1,557.04	\$	1,634.89	\$	1,716.63	\$	1,802.47	\$ 1,892.59	\$ 1,987.22
4/1/2019	\$	1,501.43	\$	1,576.50	\$	1,655.32	\$		\$	1,824.99	\$ 1,916.24	\$ 2,012.05
4/1/2020	\$	1,516.44	\$	1,592.26	\$	1,671.88	\$		\$	1,843.24	\$ 1,935.40	\$ 2,032.18
4/1/2021	\$	1,542.98	\$	1,620.13	\$	1,701.13	\$		\$	1,875.50	\$ 1,969.27	\$ 2,067.74
4/1/2022	\$	1,573.84	\$	1,652.53	\$	1,735.16	\$	1,821.91	\$	1,913.01	\$ 2,008.66	\$ 2,109.09



## Regional Housing Authority Bi-Weekly Employee Salary Schedules Hired before April 1, 2019 Effective April 1, 2018 - March 31, 2023

Classification	1	Cton 1	Cto	2/Dilingual	Cto	2/Dilingual	Char	A/Dilineus	C4-	n E/Dilinavial	1 1/Dilingual	I II/Dilia arrail
Classification		Step 1	Sie	2/biiinguai	Sie	o orbiiinguai	Sie	4/Bilinguai	Sie	p 5/Bilinguai	L-I/Bilinguai	L-II/Bilingual
Account Clark												
Account Clerk	6	1 204 12	1 6	1 200 22	•	1 450 05	œ.	4.500.04	_	4 000 40	<b>6.4.000.00</b>	£ 4 774 40
4/1/2018	\$	1,324.13	\$	1,390.33	\$	1,459.85	\$	1,532.84	\$	1,609.49	\$ 1,689.96	\$ 1,774.46
4/1/2019	\$	1,340.68	\$	1,407.72	\$	1,478.10	\$	1,552.01	\$	1,629.61	\$ 1,711.09	\$ 1,796.64
4/1/2020 4/1/2021	\$	1,354.09	\$	1,421.79	\$	1,492.88	\$	1,567.53	\$	1,645.90	\$ 1,728.20	\$ 1,814.61
4/1/2022	\$	1,377.78	\$	1,446.67 1,475.61	\$ \$	1,519.01	\$	1,594.96	\$	1,674.71	\$ 1,758.44	\$ 1,846.36
4/ 1/2022	Ψ	1,405.34	\$	1,475.01	Ψ	1,549.39	\$	1,626.86	\$	1,708.20	\$ 1,793.61	\$ 1,883.29
Housing Inspector	<u> </u>											
4/1/2018	\$	1,533.63	\$	1,610.31	\$	1,690.83	\$	1,775.37	\$	1,864.14	\$ 1,957.35	\$ 2,055.21
4/1/2019	\$	1,552.80	\$	1,630.44	\$	1,711.96	\$	1,797.56	\$	1,887.44	\$ 1,981.81	\$ 2,080.90
4/1/2020	\$	1,568.33	\$	1,646.74	\$	1,729.08	\$	1,815.54	\$	1,906.31	\$ 2,001.63	\$ 2,000.90
4/1/2021	\$	1,595.77	\$	1,675.56	\$	1,759.34	\$	1,847.31	\$	1,939.67	\$ 2,036.66	\$ 2,138.49
4/1/2022	\$	1,627.69	\$	1,709.07	\$	1,794.53	<u>Ψ</u> \$	1,884.25	\$	1,978.47	\$ 2,030.39	\$ 2,181.26
7/ 1/2022	Ψ	1,027.00	ΙΨ	1,700.07	Ψ	1,104.00	Ψ	1,004.20	Ψ	1,370.47	Ψ 2,077.03	Ψ 2,101.20
Family Self Suffici	encv	/ Coordinator										1
4/1/2018	\$	1,533.63	\$	1,610.31	\$	1,690.83	\$	1,775.37	\$	1,864.14	\$ 1,957.35	\$ 2,055.21
4/1/2019	\$	1,552.80	\$	1,630.44	\$	1,711.96	\$	1,797.56	\$	1,887.44	\$ 1,981.81	\$ 2,080.90
4/1/2020	\$	1,568.33	\$	1,646.74	\$	1,729.08	\$	1,815.54	\$	1,906.31	\$ 2,001.63	\$ 2,101.71
4/1/2021	\$	1,595.77	\$	1,675.56	\$	1,759.34	\$	1,847.31	\$	1,939.67	\$ 2,036.66	\$ 2,138.49
4/1/2022	\$	1,627.69	\$	1,709.07	\$	1,794.53	\$	1,884.25	\$	1,978.47	\$ 2,077.39	\$ 2,181.26
	LY		L	.,,			<u></u>	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	<u> </u>	.,,	<del></del>	<del></del>
Eligibility Specialis	st							······································			Military	
4/1/2018	\$	1,398.51	\$	1,468.43	\$	1,541.85	\$	1,618.95	\$	1,699.89	\$ 1,784.89	\$ 1,874.13
4/1/2019	\$	1,415.99	\$	1,486.79	\$	1,561.13	\$	1,639.19	\$	1,721.15	\$ 1,807.20	\$ 1,897.56
4/1/2020	\$	1,430.15	-\$	1,501.66	\$	1,576.74	\$	1,655.58	\$	1,738.36	\$ 1,825.28	\$ 1,916.54
4/1/2021	\$	1,455.18	\$	1,527.94	\$	1,604.33	\$	1,684.55	\$	1,768.78	\$ 1,857.22	\$ 1,950.08
4/1/2022	\$	1,484.28	\$	1,558.50	\$	1,636.42	\$	1,718.24	\$	1,804.15	\$ 1,894.36	\$ 1,989.08
Eligiblity Clerk												
4/1/2018	\$	1,194.08	\$	1,253.78	\$	1,316.47	\$	1,382.29	\$	1,451.41	\$ 1,523.98	\$ 1,600.18
4/1/2019	\$	1,209.01	\$	1,269.46	\$	1,332.93	\$	1,399.58	\$	1,469.55	\$ 1,543.03	\$ 1,620.18
4/1/2020	\$	1,221.10	\$	1,282.15	\$	1,346.26	\$	1,413.57	\$	1,484.25	\$ 1,558.46	\$ 1,636.39
4/1/2021	\$	1,242.47	\$	1,304.59	\$	1,369.82	\$	1,438.31	\$	1,510.22	\$ 1,585.74	\$ 1,665.02
4/1/2022	\$	1,267.31	\$	1,330.68	\$.	1,397.21	\$	1,467.08	\$	1,540.43	\$ 1,617.45	\$ 1,698.32
<b>.</b>									<u></u>			
Apartment Manag			<b></b>									
4/1/2018	\$	1,387.91	\$	1,457.31	\$	1,530.18	\$		\$	1,687.02	\$ 1,771.37	\$ 1,859.94
4/1/2019	\$	1,405.26	\$	1,475.52	\$	1,549.30	\$		\$	1,708.10	\$ 1,793.51	\$ 1,883.18
4/1/2020	\$	1,419.31	\$	1,490.28	\$	1,564.79	\$	1,643.03	\$	1,725.18	\$ 1,811.44	\$ 1,902.01
4/1/2021	\$	1,444.15	\$	1,516.36	\$	1,592.17	\$		\$	1,755.37	\$ 1,843.14	\$ 1,935.30
4/1/2022	\$	1,473.03	\$	1,546.68	\$	1,624.02	\$	1,705.22	\$	1,790.48	\$ 1,880.00	\$ 1,974.00
Receptionist								1 00= == 1		4.00===	0.4.000.40	
4/1/2018	\$	1,067.49	\$	1,120.87	\$	1,176.91	\$	1,235.76	\$	1,297.54	\$ 1,362.42	\$ 1,430.54
4/1/2019	\$	1,080.83	\$	1,134.88	\$	1,191.62	\$		\$	1,313.76	\$ 1,379.45	\$ 1,448.42
4/1/2020	\$	1,091.64	\$	1,146.22	\$	1,203.54	\$	1,263.71	\$	1,326.90	\$ 1,393.24	\$ 1,462.90
4/1/2021	\$	1,110.75	\$	1,166.28	\$	1,224.60	\$		\$	1,350.12	\$ 1,417.62	\$ 1,488.51
4/1/2022	\$	1,132.96	\$	1,189.61	\$	1,249.09	\$	1,311.54	\$	1,377.12	\$ 1,445.98	\$ 1,518.28

## Regional Housing Authority Bi-Weekly Employee Salary Schedules Hired before April 1, 2019 Effective April 1, 2018 - March 31, 2023

Classification		Step 1	Step	2/Bilingual	Step	3/Bilingual	Ster	4/Bilingual	Ste	o 5/Bilingual	L-I/Bilingual	L-II/Bilingual
			•	-	•				200000000	J. Commission of the commissio		
Senior Developme	ent 8	Rehab Spec	ialist									
4/1/2018	\$	2,017.96	\$	2,118.86	\$	2,224.80	\$	2,336.04	\$	2,452.84	\$ 2,575.48	\$ 2,704.26
4/1/2019	\$	2,043.18	\$	2,145.34	\$	2,252.61	\$	2,365.24	\$	2,483.50	\$ 2,607.68	\$ 2,738.06
4/1/2020	\$	2,063.62	\$	2,166.80	\$	2,275.14	\$	2,388.89	\$	2,508.34	\$ 2,633.76	\$ 2,765.44
4/1/2021	\$	2,099.73	\$	2,204.72	\$	2,314.95	\$	2,430.70	\$	2,552.23	\$ 2,679.85	\$ 2,813.84
4/1/2022	\$	2,141.72	\$	2,248.81	\$	2,361.25	\$	2,479.31	\$	2,603.28	\$ 2,733.44	\$ 2,870.12
Development & R	_				urrer	ntly Y-Rated	to Ma	aintenance T	echr	iician II)		
4/1/2018	\$	1,837.97	\$	1,929.87	\$	2,026.36	\$	2,127.68	\$	2,234.06	\$ 2,345.77	\$ 2,463.06
4/1/2019	\$	1,860.94	\$	1,953.99	\$	2,051.69	\$	2,154.28	\$	2,261.99	\$ 2,375.09	\$ 2,493.84
4/1/2020	\$	1,879.55	\$	1,973.53	\$	2,072.21	\$	2,175.82	\$	2,284.61	\$ 2,398.84	\$ 2,518.78
4/1/2021	\$	1,912.45	\$	2,008.07	\$	2,108.47	\$	2,213.90	\$	2,324.59	\$ 2,440.82	\$ 2,562.86
4/1/2022	\$	1,950.70	\$	2,048.23	\$	2,150.64	\$	2,258.17	\$	2,371.08	\$ 2,489.64	\$ 2,614.12
Loan Analyst												_
4/1/2018	\$	1,696.04	\$	1,780.84	\$	1,869.88	\$	1,963.38	\$	2,061.55	\$ 2,164.62	\$ 2,272.85
4/1/2019	\$	1,717.24	\$	1,803.10	\$	1,893.26	\$	1,987.92	\$	2,087.32	\$ 2,191.68	\$ 2,301.27
4/1/2020	\$	1,734.41	\$	1,821.13	\$	1,912.19	\$	2,007.80	\$	2,108.19	\$ 2,213.60	\$ 2,324.28
4/1/2021	\$	1,764.77	\$	1,853.00	\$	1,945.65	\$	2,042.94	\$	2,145.08	\$ 2,252.34	\$ 2,364.95
4/1/2022		1,800.06	\$	1,890.06	\$	1,984.57	\$	2,083.79	\$	2,187.98	\$ 2,297.38	\$ 2,412.25
Program Assistan	t											
4/1/2018	\$	1,323.56	\$	1,389.73	\$	1,459.22	\$	1,532.18	\$	1,608.79	\$ 1,689.23	\$ 1,773.69
4/1/2019	\$	1,340.10	\$	1,407.11	\$	1,477.47	\$	1,551.34	\$	1,628.91	\$ 1,710.35	\$ 1,795.87
4/1/2020	\$	1,353.51	\$	1,421.18	\$	1,492.24	\$	1,566.85	\$	1,645.19	\$ 1,727.45	\$ 1,813.83
4/1/2021	\$	1,377.19	\$	1,446.05	\$	1,518.35	\$	1,594.27	\$	1,673.99	\$ 1,757.68	\$ 1,845.57
4/1/2022	\$	1,404.74	\$	1,474.97	\$	1,548.72	\$	1,626.16	\$	1,707.47	\$ 1,792.84	\$ 1,882.48

# Regional Housing Authority Bi-Weekly Employee Salary Schedules Hired after April 1, 2019 Effective April 1, 2019 - March 31, 2023

Classification		Step 1 Ste	Step 2/Bilingual	ngual St	ep 3/B	Step 3/Bilingual   S	tep 4/F	Step 4/Bilingual   S	Step 5/Bilingual		Step 6/Bilingual		Step 7/Bilingual   St	Step 8/Bilingual	Step 9/Bilingual		L-I/Bilingual	L-II/Bilingual
Supervising Maintenance Technician	intenan	ce Technician																
4/1/2018	8	1,826.20 \$	1,870.94	0.94 \$		1,916.78	8	<u> </u>	2,011.85	1.85	2,061.14	s	2.111.64 \$	2.163.38		2 219 76   9	8 2 330 75	\$ 2 447 29
4/1/2019	θ	-		_		1,940.74		1,988.29 \$		ـــ	2,086.91	s	2,138.04 \$	2,190.42	\$ 2.24	┸	\$ 2,359,90	1 0
4/1/2020	မှ	1,867.52 \$	1,913.27	3.27 \$				17		<u> </u>	2,107.78	<b>!</b>	1	2,212.32		-	\$ 2,383,50	\$ 2,502,67
4/1/2021	8						\$ 2,	31	2,093.37	3.37 \$	2,144.66	ㄴ	2,197.21 \$	2,251.04			\$ 2,425.21	\$ 2,546.47
4/1/2022	8	1,938.20 \$	1,985.69	2.69 \$		2,034.34		18			2,187.56	ш	ш	2,296.06		2,355.92	\$ 2,473.71	\$ 2,597.40
Maintenance Te	ciolador	=																
Maintenance Technician II	acunicia acunicia	400	1	┝	l	F	1	- 1		ŀ		ŀ	ŀ		١	-		
4/1/2010	A 6	+		+		+	-   ` -   •		l	-+	1,785.67	s ·		1,874.24		-+	\$ 2,019.24	\$ 2,120.20
4/1/2019	A	4		4	-	_	1				1,807.99	8		1,897.67		_	\$ 2,044.50	\$ 2,146.73
4/1/2020	ه د	1,617.93 \$	1,657.56	7.56 \$		1,698.18	4	1,739.78 \$		2.41	1,826.07		1,870.81	1,916.65	\$ 1,96	_	\$ 2,064.95	\$ 2,168.19
4/1/2021	A 6	_					ı		1,813.60	-+	1,858.03	မှ	1,903.55 \$	1,950.19		2,001.03	\$ 2,101.08	\$ 2,206.14
4/ 1/2022	Ð	-	1,720.30	0.30		1,762.45				-	1,895.19			1,989.19	ı		5 2, 143.10	\$ 2,250.26
Maintenance Technician	chnicia																	
4/1/2018	8	1.437.71	1.472.93	-		1.509.02	\$	1 545 99   \$	1 583 87	3 87 8	1 622 67	¥	1 662 43   \$	1 703 16	4 777	2	¢ 1 824 00	¢ 4 006 67
4/1/2019	8	┞		1.35 \$		<b>!</b>		32		+-	1.642.96	-	1.683.21	1,724.45	\$ 176	1 8		\$ 1 950 77
4/1/2020	₩	-		ļ		_		97		╂	1,659.39	-	١.	1 741 69		╁	\$ 1876.45	\$ 1 970 28
4/1/2021	8	ш		2.62 \$		<del> </del>	8	1,608.64 \$		3.05	1,688.43	မှ	╀	1,772.17		_	1 909.29	\$ 2,004.76
4/1/2022	↔	1,525.89		$\vdash$		Ш		1,640.81	1,681.01	Н	1,722.19	8	-	1,807.62		1,854.74	\$ 1,947.48	\$ 2,044.85
Maintenance Worker	orker	ŀ		ŀ		ł												
4/1/2018	မှ	_						23		-	1,480.18	ક્ર	1,516.45 \$	1,553.60		1,594.08	\$ 1,673.79	\$ 1,757.48
4/1/2019	မာ	1,327.85 \$	- 1	0.39 \$		-		98			1,498.68		_	1,573.02		-	3 1,694.73	\$ 1,779.46
4/1/2020	<del>ss</del>		ı					14			1,513.67		L	1,588.75		1,630.17	1,711.68	\$ 1,797.26
4/1/2021	မာ	1,364.60 \$	1,398.03	8.03 \$		1,432.29	\$ 1,	1,467.38 \$		3.33 \$	1,540.16	မာ	1,577.89 \$	1,616.55	\$ 1,65	٠	\$ 1,741.63	\$ 1,828.71
4/1/2022	69	_			1			1,496.72 \$	1,533.39		1,570.96	ક	1,609.45 \$	1,648.88		1,691.87	\$ 1,776.46	\$ 1,865.29
	100	100																
4/1/2018 1 442 66	Mainten	. ∟	1 478 01	-		1 514 22   9		551 21 C	1 580 22	327 @	4 679 76	6	4 660 46 8	4 700 00		⊢	70	0000
41472040	6	00000	l	+			l	_		4	1,020.20	4	4	1,709.02	١	+	\$ 1,041.24	\$ 1,933.30
4/1/2020	9 69	+		-			- F	1,5/0./1 \$	1,609.19		1,648.61		1,689.00 \$	1,730.39	ı	1,775.50 \$	\$ 1,864.27	\$ 1,957.48
4/1/2021	4	╀	1 537 00	4			l	┵			1,003.10	_	-	1,747.09	١		4 1,662.91	41,977.05
4/1/2022	\$ 69	1,531.14 \$		8.65 \$		1,607.09	9 69	1,646.46		3.80	1,034.24	A 69	1,770.46 \$	1,776.27	4 1,82	1,824.63	1,915.86	\$ 2,011.66
		And the second s				1		-		┨		4	4			J		42,00
Laborer																		
4/1/2018	8	$\vdash$		Ш		ш		44	1,393.77	-	1,427.91	es	1,462.90 \$	1,498.74		1,537.79	\$ 1,614.68	\$ 1,695.42
4/1/2019	€9	1,280.96 \$					\$ 1,	1,377.44			1,445.76	မှ	├	1,517.47	\$ 1,55	├-	\$ 1,634.88	\$ 1,716.63
4/1/2020	€		1,325.47	5.47 \$		1,357.95		22		5.30 \$	1,460.22	ક્ક	L	1,532.65		1,572.60	\$ 1,651.23	\$ 1,733.80
4/1/2021	↔	1,316.42 \$					\$ 1,	1,415.56			1,485.77		1,522.18 \$	1,559.47		L	\$ 1,680.13	\$ 1.764.14
4/1/2022	8	1,342.74 \$				ш		87	1,479.25	_	1,515.49		1,552.62 \$	1,590.66	\$ 1,63	╄	\$ 1,713.73	\$ 1,799.42



# Regional Housing Authority Bi-Weekly Employee Salary Schedules Hired after April 1, 2019 Effective April 1, 2019 - March 31, 2023

ngual   L-II/Bilingual		1.892.59   \$ 1.987.22	-	1,935.42 \$ 2,032.19	-	┼		ક્ર	1,711.10 \$ 1,796.66	1,728.21 \$ 1,814.62	├-	1,793.63 \$ 1,883.31			1,957.35   \$ 2,055.21	L 43	5	ـــ	63			7.35 \$ 2.055.21	8	8	8	49		1.784.89   \$ 1.874.13	မာ	69	6	1,894.38 \$ 1,989.10		3.98   \$ 1,600.18	8	65	8
Step 9/Bilingual   L-I/Bilingual		1.802.47   \$ 1.89	189	8	8	1,913.03 \$ 2,00		ક્ક	43	8	1,674.72 \$ 1,75	₩			1,864.14 \$ 1,95			1,939.69 \$ 2,036.67				1,864.14 \$ 1,957.35	-	1,906.33 \$ 2,001.64	+	8		1.699.89 \$ 1.78	+	1,738.37 \$ 1,825.29	+	**		1,451.41 \$ 1,52:	-	1,484.26 \$ 1,558.48	1,510,24 \$ 1,585,75
Step 8/Bilingual   Step		1,756.68 \$	1,778.64 \$	1,796.42 \$	1,827.86 \$	1,864.42 \$	ł	1,568.61 \$				1,664.81 \$			1,816.79 \$	1,839.50 \$	<u></u>	1,890.41 \$				1,816.79 \$	<u></u>	1,857.89 \$	1,890.41	Н		1,656.72	1,677.43 \$	ــــ	╄	1,758.33 \$		_	<del> </del>	1,446.55 \$	ļ
Step 7/Bilingual   Step		1,714.67   \$	1,736.10 \$	1,753.47 \$	1,784.15 \$	1,819.83 \$	ŀ	_		1,565.74 \$	$\vdash$	1,625.00 \$		- 1				1,845.20 \$	1,882.10 \$			1,773.34   \$	ļ	1,813.46 \$	1,845.20 \$	╀╌╢		1,617.10 \$	1,637.32 \$	⊢	╀	-		1,380.72 \$	ļ	1,411.96 \$	1,436.67 \$
Step 6/Bilingual   Step		1,673.67 \$	1,694.59 \$	├—	1,741.48 \$	-	ŀ	1,494.48 \$		1,528.29 \$		1,586.14 \$		ł		_		1,801.07	1,837.09			1,730.93   \$	<u> </u>	1,770.10 \$	1,801.07 \$			1,578.43   \$	1,598.16 \$	ـــ	↓	-			├	1,378.19 \$	1.402.31
Step 5/Bilingual   Step		⊢	1,654.06 \$	-	1,699.84	$\vdash$	ŀ	+	-	1,491.75 \$	1,517.85 \$	1,548.21 \$		ŀ		1,710.66   \$		1,758.00 \$	1,793.16 \$			<u> </u>	1,710.66 \$	1,727.77 \$	1,758.00 \$	1,793.16 \$		1,540.68 \$	1,559.94 \$		1,603.11			1,315.47 \$	$\vdash$	$\vdash$	<u> </u>
Step 4/Bilingual   Step		$\vdash$	1,614.51 \$	-	1,659.19 \$	$\vdash$	L	1,423.86 \$		1,456.07 \$	_	1,511.18 \$		f	4	1,669.75	2	1,715.96 \$	1,750.28 \$				2	2	1,715.96 \$	<u></u>			1,522.64		L			1	ြ	1,313.06 \$	├
Step 3/Bilingual   Step		_	1,575.90   \$			1,651.90 \$	H	$\dashv$	-	1,421.25 \$	1,446.12 \$	1,475.05   \$		ŀ	-	1,629.82 \$		1,674.92 \$	1,708.42 \$						1,674.92 \$	ш		1,467.88 \$	ш	ш	1,527.36 \$	Ш			1,268.97 \$	Ш	1,304.09
Step 2/Bilingual   Step		ш	1,538.21 \$	_	$\dashv$	1,612.40 \$	l.	1,356.57 \$	+	+	-	1,439.77 \$		ŀ	_	1,590.84 \$	_	1,634.87 \$			-			_	1,634.87			1,432.77   \$			1,490.83 \$	ш				1,251.01	1,272.91
Step 1 Step		-	1,501.43 \$			1,573.84 \$	-	1,324.13 \$	-		-	1,405.34 \$		ŀ	$\dashv$	_	1,568.33 \$	1,595.77 \$	1,627.69 \$		٠ŀ			1,568.33 \$	1,595.77 \$	1,627.69 \$			1,415.99 \$		1,455.18 \$	1,484.28 \$		1,194.08 \$		$\vdash$	1,242.47   \$
	Assistant	ક્ક	€	မှ	မှ	ઝ	f	9	÷9	မှ	₩.	£ <del>9</del>	poortor	L	₩.	မ	မှ	·	မှ		허	မှ	မှ	မှ	မှ	မာ	pecialist	₩	€	€	₩	↔	erk	φ	8	49	₩
Classification	Accounting Assistant	4/1/2018	4/1/2019	4/1/2020	4/1/2021	4/1/2022	Account Clerk	4/1/2018	4/1/2019	4/1/2020	4/1/2021	4/1/2022	Horiord	orange in griebori	4/1/2018	4/1/2019	4/1/2020	4/1/2021	4/1/2022	L	ramily sel	4/1/2018	4/1/2019	4/1/2020	4/1/2021	4/1/2022	Eligibility Specialist	4/1/2018	4/1/2019	4/1/2020	4/1/2021	4/1/2022	Eligiblity Clerk	4/1/2018	4/1/2019	4/1/2020	4/1/2021

# Regional Housing Authority Bi-Weekly Employee Salary Schedules Hired after April 1, 2019 Effective April 1, 2019 - March 31, 2023

#### Appendix B

Personal Vehicle Usage Form



#### REGIONAL HOUSING AUTHORITY



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

1455 Butte House Road • Yuba City, CA 95993

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

www.RegionalHA.org

#### Personal Vehicle Usage Form

- I. You must seek approval from the Executive Director or his/her designee to use a personal vehicle to conduct official business, and:
  - a. There must be no housing authority vehicle available, OR
  - b. The work destination is more than 50 miles from the Housing Authority main office.
  - c. Additional exceptions to the Vehicle Policy may be made by the Executive Director on a case by case basis.
- II. I hereby certify that, whenever I drive a privately-owned vehicle on Housing Authority business, I will have a valid driver license and proof of liability insurance in my possession, all persons in the vehicle will wear safety belts and the vehicle shall always be:
  - a. Covered by at least the minimum liability insurance. Limits are currently \$15,000.00 for personal injury to or death of one person; \$30,000.00 for injury to or death of two or more persons in one accident; \$5,000.00 property damage. Vehicle Code Section 16020 requires all motorists to carry evidence of current automobile liability insurance in their vehicle.
  - b. Adequate for the work to be performed.
  - c. Equipped with safety belts in operating condition.
  - d. To the best of my knowledge, in safe mechanical condition as required by law.
  - e. I understand that the Federal Mileage rate I claim is full reimbursement for the cost of operation the vehicle, including fuel, maintenance, repairs and both liability and comprehensive insurance.
- III. *I further certify that*, while using a privately-owned vehicle on official business, all accidents will immediately be reported to the Housing Authority and in accordance with DMV policy.
  - a. I understand that if I am involved in an accident, my insurance will be used as primary and the Housing Authority's insurance (HARRP) will cover any excess or used as secondary.
  - b. I understand that permission to drive a privately-owned vehicle on Housing Authority business is a privilege which may be suspended or revoked at any time.

Executive Director	Date
Employee Name (printed)	
 Employee Signature	 Date

#### Appendix C

Employee Representation Release Time Record



## EMPLOYEE REPRESENTATION RELEASE TIME RECORD

Name of Steward/Employee	Representative		<del></del>
********	**********	**********	******
Employee Requesting Repre	esentation:		
Reason: [] Grievance	[ ] Discipline Appeal	[ ] Meet & Confer	
Time of Representation:	to		
Employee Signature:			
*******	*******	**********	******
Employee's Supervisor:			
Release Time Approved:	to		
Actual Release Time:	to		
Supervisor's Signature:			Manage of the second se
		*********	
Steward/Employee Represei	ntative Supervisor:		<del></del>
Time Request Made:		Date:	
Time Granted:	to	100 6 5 1/1 6 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Actual Time	to		
Supervisor's Signature:			
Date:			



Date:

May 15, 2019

To:

**Board of Commissioners** 

From:

Jennifer Ruiz, Executive Assistant/HR Coordinator

SUBJECT:

**Applicable Terms for Executive Director and** 

**Management Employees** 

**RECOMMENDATION:** 

**Approval of Applicable Terms for Executive Director** 

and Management Employees

### **Background**

The Board of Commissioners of the Regional Housing Authority (RHA) approved the Memorandum of Understanding (MOU) between RHA and PEU Local #1, affiliated with AFSCME International (Union) on May 15, 2019. As a past practice of the Board of Commissioners, negotiated salary increases for represented employees have also been approved for all exempt employees.

Applicable terms for all exempt employees included in the MOU are effective:

• Salary increases:

0	1.25%	April 1, 2019 (2019 increase not applicable to Executive
		Director)
0	1%	April 1, 2020
0	1.75%	April 1, 2021
0	2%	April 1, 2022, conditional on optional fifth (5 <sup>th</sup> ) year

- Holiday Changes:
  - Reassign the Columbus Day Holiday to specific dates during the term of the agreement as indicated in the MOU
  - One-time only Employee Appreciation Day on December 26, 2019
- Sick Leave accrual decreased to 3 hours and 42 minutes per pay period, from 4 hours and 37 minutes, for employees hired after April 1, 2019 with no cash out option upon separation.
- Elimination of binding arbitration in Discipline Procedures and the Board of Commissioners' Personnel Committee would have final determination on appeals.

### Recommendation

It is recommended that to coincide with the Board approved changes to the MOU for all represented employees, effective April 1, 2018, the Board of Commissioners of the Regional Housing Authority authorize the above outlined terms for the Executive Director and management employees.

Prepared By:

Jennifer Ruiz, Executive Assistant/

HR Coordinator

Submitted by:

Gustavo Becerra, Executive Director

### **REGIONAL HOUSING AUTHORITY**

#### STAFF REPORT

Date:

May 15, 2019

To:

**Board of Commissioners** 

From:

Alisha Parker, Occupancy Manager

SUBJECT:

Quarterly Occupancy (Q4-FY 2018) report for

quarter ending March 31, 2019

**RECOMMENDATION:** 

None

FISCAL IMPACT:

Budget based allocations per funding sources

### U.S. Department of Housing and Urban Development (HUD) Funded Programs:

Program	Units Available	January	February	March
HCV/Section 8	Budget Based	Total-1,613	Total-1,625	Total-1,622
HCV Port-Out Administered	N/A	25	16	17
VASH	23 units for Nevada County 29 units for Yuba City	29	28	28

### Comments:

The Housing Choice Voucher (HCV) waitlist closed March 29, 2019 with 4,234 applicants. Currently the waitlists for Stony Creek II, Maple Park I, Maple Park II, Yolo, Percy Apartments, Kingwood Common (3-bedroom units only) are closed as well. RHA has 2 VASH vouchers issued and searching for housing.

Prepared by:

Alisha Parker/Occupancy Manager

Submitted by:

Gustavo Becerra/E

### **REGIONAL HOUSING AUTHORITY**

### **STAFF REPORT**

Date:

May 17, 2019

To:

**Board of Commissioners** 

From:

Pattra Runge, Occupancy Manager

SUBJECT:

Quarterly Occupancy (Q4-2019) report for quarter ending March 31, 2019

**RECOMMENDATION:** 

**Update Only** 

FISCAL IMPACT:

Budget based allocations per funding sources

## Housing and Urban Development (HUD) Funded Programs:

Program	Units Available	January	February	March
Public Housing (Yuba City, Live Oak)	171	166	164	168

United States Department of Agriculture (USDA)/Rural Development:

Development	Units Available	January	February	March
USDA/Farm Labor (Yuba City)	188	172	172	174
Centennial Arms (Live Oak)	21	21	21	21
Butte View (Live Oak)	31	30	30	31

Office of Migrant (OMS) Services

Development	Units Available	January	February	March
Migrant Center (Yuba City)	71	0	0	0

Local Camp 35 (LC35):

Development	Units Available	January	February	March
Regional Housing Authority Trailer (Yuba City)	1	0	0	1
Trailer Park (Yuba City)	8	8	8	8

RHA Owned and/or Managed Affordable Housing Properties:

Development	Units Available	January	February	March
Kingwood Commons (Yuba City)	63	60	62	61
Devonshire (Colusa)	29	27	27	29

Percy Avenue (Yuba City)	8	8	8	8
Homes2Families (Yuba City)	12	12	12	12
MH-Teesdale-SRO's (Yuba City)	6	5	6	5
Neighborhood Stabilization Program -1 (Yuba City, Live Oak)	9	9	9	9
Neighborhood Stabilization Program-3 (Yuba City)	12	12	12	12

**Sutter Community Affordable Housing** 

Development	Units Available	January	February	March
Town Center (Yuba City)	27	27	26	27
Yolo-Heiken (Yuba City)	5	5	5	5
Maple Park I (Live Oak)	55	53	52	53
Kristen Court (Live Oak)	55	54	53	55

**Commercial Space** 

	Units	January	February	March
Miles Market (Yuba City)	1	1	1	1
YCUSD-Bernard (Yuba City)	1	1	1	1
Ampla Health Clinic (Yuba City)	1	1	1	1

**Building Better Partnerships Inc.** 

Development	Units Available	January	February	March
MH-814 F-SRO's (Marysville)	10	10	9	10
Maple Park II (Live Oak)	34	33	33	33

### Comments:

At this time the following property waitlists are open: USDA Rural Development – Richland, Centennial Arms, Butte View Estates, Devonshire Apartments, Town Center Senior Manor, and Richland Housing (Public Housing) all bedrooms.

All units at USDA Rural Development – Richland (188) are available effective March 2019.

Four units at Richland Public Housing are offline for rehabilitation work which will occur on a rotation basis over the next couple of months.

OMS opened effective May 1, 2019. We housed 75 families our first two days of opening and are fully leased.

Prepared by:
Pattra Runge/Occupancy Manager

Submitted by:

Gustavo Becerral Executive Director

74

Date:

May 15, 2019

To:

**Board of Commissioners** 

From:

**Beckie Flores, Planning & Community Development Manager** 

SUBJECT:

Planning & Community Development (PCD) Department Update

**RECOMMENDATION:** 

None.

**FISCAL IMPACT:** 

Not applicable.

### **Departmental Updates:**

<u>Housing Rehabilitation Program</u> – The PCD Department is currently administering owner-occupied housing rehabilitation programs for the following jurisdictions: City of Colusa, City of Yuba City, City of Williams, Sutter County, City of Live Oak and City of Marysville. The following is a summary of housing rehabilitation projects approved since February 20<sup>th</sup>:

<u>Jurisdiction</u>

# Projects Approved

Yuba City

1

<u>First Time Homebuyer</u> – The PCD Department is currently administering first time homebuyer programs for the following jurisdictions: City of Yuba City, City of Williams and City of Colusa. There were no new first time homebuyer projects approved since February 20<sup>th</sup>.

Richland Rural Development (Yuba City) — All buildings are now complete at Richland Rural Development Farmworker Housing. The new play area and community gardens are almost complete. The repairs to the gutters and the repaving of the parking lots is well under way and should be completed in July or August. Staff has also been working with a local landscaping contractor to explore making some much needed improvements to the sprinkler system in this area.

River City Manor Exterior Rehab Project (Yuba City) — This project is complete and staff are in the process of closing out the paperwork. The contractor replaced all the old cracking vinyl siding with new insulated vinyl siding. Since the siding was being replaced, we took the opportunity to use a two-tone siding pallet to enhance the fronts of the buildings. While the siding was off the contractor painted the eaves, soffits & doors as well as replaced the old windows with new low E windows.

<u>Migrant Farmworker Center Balconies, Siding, Stairs and Concrete Repairs (Yuba City)</u> – This project is also complete and exterior painting to the scope of work. The contractor, Belz Construction, managed to complete the project before opening day even with several rain delays.

<u>Migrant Farmworker Center Electrical Repairs (Yuba City)</u> – This project is about 95% complete. All buildings were up and operating well before opening day. The contractor still has two transformers left to replace later this month to complete the project.

<u>Garden Highway Duplexes (Yuba City)</u> – Three of the five duplexes along Garden Highway are currently under renovation. The improvements include new dual glazed windows, remodeled kitchens, central heat and air conditioning along with interior and exterior painting. Two of the duplexes are already complete. The renovation of the third duplex is currently in process.

<u>Kingwood Commons Roofing and Cabling (Yuba City</u>) – We are currently underway with reroofing three more of the buildings at Kingwood Commons. Along with the roofing the contractor is installing a permanent satellite tv mount for each unit and installing cable in the attic. This eliminates the need for cable to be strung all over the exterior of the buildings. With the completion of these buildings we will only have one more building to reroof.

New Haven Court Permanent Supportive Housing (Yuba City) — Staff is working with co-development partner Pacific West Communities (PWC) to develop a 40-unit permanent supportive housing project that will provide housing for homeless and mentally disabled persons. PWC submitted a 9% tax credit application on March 4<sup>th</sup> and unfortunately the project did not meet the initial funding threshold. We will apply for tax credits again on July 1<sup>st</sup> and are exploring additional funding for the project in order to increase the local leverage needed to strengthen our application.

<u>Kristen Court Phase II (Live Oak)</u> — Our co-development partner, Pacific West Communities, has applied for 4% tax credits for the Kristen Court II project that will consist of 24 units of affordable family housing. Initial estimates show the project will likely get funded, but official announcements won't be made until June, 2019. Once the tax credit award is confirmed, the project could start construction as soon as August, 2019.

<u>Truckee Artist Lofts (Truckee)</u> – Truckee Artist Lofts is a mixed-income, mixed-use development that will provide 76 apartments as well as commercial retail space. The Housing Authority has committed 19 project-based Housing Choice Vouchers to the development. Our co-development partner, CFY Development (CFY) did not receive the HOME funds they applied for last Fall. CFY has since applied for 9% tax credits and is within the funding threshold for TCAC. Staff is hopeful that a tax credit award will come through. Final awards will be announced in June, 2019.

Lone Oak Senior Housing (Penn Valley) — Staff is working with co-development partner Pacific West Communities (PWC) and AMG & Associates to develop 31 units of senior housing in Penn Valley, CA. The Housing Authority has committed 30 project-based vouchers to the development. PWC submitted a 9% tax credit application on March 4<sup>th</sup> and unfortunately the project did not meet the initial funding threshold. We will apply for tax credits again on July 1<sup>st</sup> and are exploring additional funding for the project in order to increase the local leverage needed to strengthen our application. Nevada County is planning to commit additional funding to the project.

<u>Devonshire Apartments (Colusa)</u> – Staff is working with co-development partner Real Estate Development Services (REDS) to conduct an acquisition/rehabilitation project for the Devonshire

Apartments which the Housing Authority currently owns. The 30-unit apartment complex is in need of further capital improvements and the partnership with REDS could potentially bring much needed revenue to cover the cost of these improvements. REDS is preparing a 9% tax credit application that is due July 1<sup>st</sup>. REDS has already applied for Affordable Housing Partnership (AHP) funds for the project as well. Additionally, the City of Colusa is also planning to commit HOME Investment Partnerships Program funds in order to strengthen the tax credit application.

Brunswick Commons Permanent Supportive Housing (Grass Valley) — The Brunswick Commons Permanent Supportive Housing project is a collaborative effort involving Foothill House of Hospitality (Hospitality House), Nevada County, RHA and Pacific West Communities (PWC). This 41-unit permanent supportive housing project for homeless and mentally disabled persons is a new construction project located on Old Tunnel Road in Grass Valley. The development group has submitted an application for "competitive" No Place Like Home funds and is gearing up to submit a 9% tax credit application on July 1<sup>st</sup>. RHA will also commit project-based vouchers to the project which could start construction as soon as January, 2020 if our tax credit application is successful.

<u>Cedar Lane Affordable Housing (Linda)</u> — Staff is working with co-development partner Pacific West Communities (PWC) and the County of Yuba to develop affordable housing on a site located on Cedar Lane in Linda, CA. Staff has worked out a development agreement with Yuba County and the Housing Authority will look to commit project-based Housing Choice Vouchers to the development. The developer is currently working on a project pro forma and developing a site plan. The developer has hired a consultant to look into the feasibility of applying for HCD/MHP funding for the project.

<u>Courtyards at Penn Valley (Penn Valley)</u> – Staff is working with Alliance Property Group (APG) to preserve the affordability status of the Courtyards at Penn Valley (Nevada County), a 42-unit multifamily apartment complex located in Penn Valley, CA. APG submitted an application for 4% tax credits in March and expects to receive an award later this month. Once the tax credit award is confirmed, the project could start construction as soon as August, 2019. The Housing Authority has committed 15 project-based vouchers for the development.

Prepared by:

**Beckie Flores** 

Planning & Community Development Manager

Submitted by:

Gustavo Becerra Executive Director

DATE:

May 15, 2019

TO:

**Board of Commissioners** 

FROM:

Tom Goodwin, Operations Manager

SUBJECT: Maintenance and Operations Update

- Total work orders for January to March, 2019 were 1613, break down as follows:
- Total number of work orders by projects:

Priority & Category	bve	g	date	devons	h2f	joann	ķ	kris-rha	lc-35	чш	ď	usb	other	smo	percy	5	rich	t	t)	tr-185	Ħ	0,	yolo	TOTAL
Emergency	11	5	15	0	8	11	18	0	0	1	12	8	0	0	0	36	39	12	0	0	1	0	0	177
Make Ready's	3	0	0	1	0	1	5	0	0	1	5	1	0	0	0	6	10	2	0	0	0	0	0	35
Routine	101	37	104	80	26	70	80	0	22	55	212	50	5	17	8	250	202	68	1	3	7	0	2	1400
Scheduled	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total Property	115	43	119	81	34	82	103	0	22	57	229	59	5	17	8	292	251	82	1	3	8	0	2	1613
Pending	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Completed	115	43	119	81	34	82	103	. 0	22	57	229	59	5	17	8	292	251	82	1	3	8	0	2	1613
Pest	4	0	5	5	2	8	7	0	2	8	0	3	0	0	0	28	29	0	0	0	2	0	0	103
Cancelled	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HQS	40	0	41	0	13	26	1	0	0	21	12	21	0	0	1	95	62	31	0	1	0	0	0	365

Prepared By:

Submitted By:

Gustavo Becerra, Executive Director

Date:

May 15, 2019

To:

**Board of Commissioners** 

From:

Gail Allen - Chief Financial Officer

Subject:

Financial Review

Project Net Income

April 1, 2018, through March 31, 2019

Reserve Account Balances

Through May 6, 2019

Housing Choice Voucher (HAP), Public Housing (Joann Way), USDA (Butte View Estates) and Unrestricted (Devonshire, Kingwood Commons, Stony Creek and RHA's Trailer) had negative Net Income through March. However, all deficits were either covered through a draw of prior period reserves or supported by other projects in their group that had positive receipts. Property deficits are a result of capital improvement projects scheduled during this fiscal year.

Housing Choice Vouchers (1,661 restricted units; 1,609 Tenant Based + 52 VASH)

- Housing Assistance Payments (RNP) -- >99% proration
   \$<47,045 net income. Shortfall offset by HUD Shortfall Funding and Administrative Fees.</li>
- Administration Fee (UNP) Proration 80% (January-August)
   \$214,694 net income (\$261,737 \$47,045 HAP shortfall) deposited into mandated reserve account to be used to offset future shortfalls. Occupancy Staff have met their lease-up goal of >97% voucher utilization.

**Public Housing** (173 restricted units; 50 Date Street + 24 Joann Way + 99 Richland Housing) \$<40,786 combined net income – Net Income is a result of capital needs works and is covered by reserve funds. Current Operating Subsidy proration rate is 94.74%.

**Rural Development** (244 restricted units; 32 Butte View Estates + 22 Centennial Arms + 190 Richland Housing) **\$110,120 combined net income** (includes \$277,546 deposited into mandated reserve accounts) and is a result of capital needs work, such as painting, electrical, plumbing, HVAC and hazmat removal.

Homes2Families (12 restricted units; City of Yuba City owned, RHA managed)

**\$37,067 combined net income** includes costs for 2018 retroactive management fee increase, along with flooring, fencing and HVAC replacements in a number of units. Net Income is deposited into a mandated reserve account.

Neighborhood Stabilization Program 1 & 3 (22 restricted units; 9 NSP1 + 13 NSP3) \$50,598 combined net income deposited into mandated reserve accounts

TRIO (3 units) -- \$60,546 net income due to the sale of two houses resulting in debt service reduction.

Mental Health Services (16 restricted units; 6 Teesdale + 10 Heather Glenn)

\$2,211 combined net income (\$0 Heather Glenn + \$2,211 Teesdale) deposited into reserve accounts.

Unrestricted Properties (including restricted Devonshire) -- <\$2,487 unrestricted/restricted (Devonshire) combined Net Income may be deposited into reserve accounts for past "borrowing" and/or future operations/rehab activities for any RHA project.

- Cost Centers (Management/Work Order/Vehicle Costs/Developer Fees) -- \$37,068 net income
- **Devonshire** (30 restricted units restricted) -- <\$64,600 net income. Negative receipts are a direct result of evictions and various plumbing, HVAC, flooring and painting needs.
- *Kingwood Commons* (64 units) -- <\$117,554 net income. Negative receipts are a result of roofing and new comcable in two buildings, HVAC replacement, plumbing repairs and asphalt maintenance.
- Kristen Court -- \$3,467 net income from either a percentage of rental income and/or developer fees.
- LC-35 (Miles Market, School, Solar Farm) \$113,552 net income
- Miscellaneous Programs Development, Solar Farm 2 & 3, Maple Park reimbursable costs and BBP filing fees <\$4,566 net income</li>
- Percy Avenue (8 units) -- \$19,340 net income
- *Planning/Community Development* (First-Time Home Buyer, Owner Occupied Rehab, RHA Development/Maintenance) -- \$10,336 net income.
- **Stony Creek** -- **<\$1,333 net income** to be covered with either a percentage of rental income and/or developer fees.
- Sutter County In Lieu Of -- \$18,440 committed to New Haven Court project, in Yuba City
- Trailer Park (8 units) \$16,161 net income
- Trailer RHA (1 unit) -- <\$32,798 net income. Negative receipts are a result of capital improvements and are covered by reserves.

### **RESERVE ACCOUNTS:**

All mandated reserve accounts are fully funded and restricted to the individual programs. The attached balances are through May 6, 2019. Accounts are considered restricted unless otherwise identified.

#### **CALENDAR OF EVENTS:**

Fiscal year ends	March 31, 2019
Migrant Center opens	
Onsite annual financial audit	
FYE 2019 unaudited REAC submission (no later than May 31)	May 31, 2019
FYE 2019 audited REAC submission (no later than December 31)	September 2019
FYE 2021 agency budget process begins (presented to Board January 2020)	September 1, 2019
Migrant Center closes (no later than)	November 30, 2019

Prepared by:

Submitted by:

Sail L. Allen, Chief Financial Officer

Gustavo Becerra, Executive Director



NET INCOME FYE 2019

				11 L 2013					
Project		Budget			Actual		Varie	Variance (Budget vs Actual)	ctual)
	Income	Expenses	Net Income	Income	Expense	Net Income	Income	Expense	Net Income
nousing Choice Voucner Housing Assistance Payments (HAP's)		N/A		\$10 306 441	¢10.252.406	247 045		V/14	
Administrative Fee	\$965,315	\$948,537	\$16,778	\$1,250,192	\$988,455	\$261,737	\$284,877	339.919	\$244.958
Total	\$965,315	\$948,537	\$16,778	\$11,556,633	\$11,341,941	\$214,691	\$284,877	\$39,919	\$244,958
Public Housing									
Date Street	\$354,475	\$348,337	\$6,138	\$346,536	\$349,580	-\$3,045	-\$7,939	\$1,243	-\$9,183
Joann Way	\$183,526	\$181,918	\$1,608	\$319,659	\$346,123	-\$26,464	\$136,133	\$164,205	-\$28,072
Richland Housing	\$893,937	\$847,141	\$46,796	\$1,165,713	\$1,176,991	-\$11,278	\$271,776	\$329,850	-\$58,074
lotal	\$1,431,938	\$1,377,396	\$54,542	\$1,831,908	\$1,872,694	-\$40,786	026'66E\$	\$495,299	-\$95,329
USDA									
Centennial Arms	\$225,136	\$224,839	\$297	\$219,751	\$189,701	\$30.050	-\$5.385	-\$35 138	\$20.753
Butteview Estates	\$319,169	\$315,619	\$3,550	\$302,474	\$298.776	\$3,698	-\$16 694	-\$16.843	\$29,733
Richland Housing	\$2,053,471	\$2,052,206	\$1,265	\$2,179,721	\$1,825,804	\$353,917	\$126,250	-\$226,403	\$352,653
Total	\$2,597,776	\$2,592,664	\$5,112	\$2,701,947	\$2,314,281	\$387,666	\$104,171	-\$278,383	\$382,554
Homes 2 Families		N/A		\$137,165	\$100,098	\$37,067		N/A	
Neighborhood Stabilization Program		N/A		\$222,886	\$172,287	\$50,598		N/A	
TRIO		N/A		\$133,535	\$72,989	\$60,546		N/A	
Mental Health Services Act Heather Glenn	\$45,580	\$45,511	\$69	\$42,107	\$42,108	\$0	-\$3.473	-\$3,404	695-
Teesdale	\$32,002	\$31,927	\$75	\$32,722	\$30,511	\$2,211	\$720	-\$1,416	\$2,136
Total	\$77,582	\$77,438	\$144	\$74,829	\$72,618	\$2,211	-\$2,753	-\$4,820	\$2,067
Unrestricted Properties Cost Centers		N/A		\$289,113	\$252,045	\$37,068		N/A	
Devonshire	\$237,593	\$247,768	-\$10,175	\$271,436	\$336,036	-\$64,600	\$33,843	\$88,268	-\$54,425
Kingwood Commons	\$519,873	\$519,809	\$64	\$600,616	\$718,170	-\$117,554	\$80,743	\$198,361	-\$117,618
Mister Court	4020	N/A		\$17,194	\$13,726	\$3,467		N/A	
Miscellaneous (Develorment Solar )	\$218,487	\$102,470	\$116,017	\$238,120	\$124,568	\$113,552	\$19,633	\$22,098	-\$2,466
Percy Avenue	¢E2 724	N/A	1	\$514,655	\$519,221	-\$4,566		N/A	
Planning & Comminity Development	\$27,575 \$776 AEE	243,391 \$275	57,74	\$59,003	\$39,663	\$19,340	\$5,268	-\$6,328	\$11,596
Stony Creek	527.0,100	04/2¢	97/¢	\$260,532 \$2,008	\$250,196	\$10,336	-\$15,934	-\$25,545	\$9,610
Sutter County In Lieu Of		N/A		\$2,008 \$18,440	\$3,342 \$0	51,333		4 \ 4 \ 2 \	
Trailer Park	\$47,093	\$37,549	\$9,544	\$48,403	\$32,242	\$16,161	\$1,310	-\$5,308	\$6,617
Trailer (Housing Authority)	\$9,384	\$7,022	\$2,362	\$11,124	\$43,922	-\$32,798	\$1,740	\$36,900	-\$35,160
l otal	\$1,362,631	\$1,236,349	\$126,282	\$2,330,644	\$2,333,130	-\$2,487	\$126,602	\$308,447	-\$181,845
Total	\$6,435,242	\$6,232,384	\$202,858	\$18,495,960	\$18,280,039	\$709,507	\$912,868	\$560,461	\$352.406



## Restricted Accounts as of May 6, 2019

Account	Origination	Uses	Approval	Balance
Checking Central Office (6035)	Program Income	g Accounts Daily Operations/Payroll	Internal	\$389,649.98
Checking Sweep (8277)	Program Income	Daily Operations/Payroll	Internal	\$0.00
				\$389,649.98
	Fodora	I Programs		
<b>HUD</b> - Housing Choice Voucher	reuera	l Programs		
Checking HCV (6084)	Monthly Subsidy	Housing Assistance Payments (HAP's)	Internal	\$201,670.59
Reserve RNP HCV (2758)	Monthly Subsidy	Housing Assistance Payments (HAP's)	Internal	\$28,039.32
Reserve UNA HCV (2454)	Monthly Subsidy	Administrative Costs/HAP's	Internal	\$413,629.84
				\$643,339.75
				QQ-13,333.73
<b>HUD - Family Self Sufficiency</b>				
Reserve FSS Escrow HCV (7896)	HAP's	Escrow Account	Payout to Participant	\$194,673.54
Reserve FSS Escrow PH (5595)	HAP's	Escrow Account	Payout to Participant	\$8,328.79
				\$203,002.33
				,,
<b>HUD - Public Housing (CFP)</b>				
Reserve General PH (3854)	<b>Annual Capital Fund Grant</b>	Operations/Capital Improvements	Internal	\$507,751.10
			•	\$507,751.10
USDA				
Grant Rehab RD 2 (2090)	Federal Rehab Grant - Existing Units	Capital Improvements	USDA	\$1,040,648.82
Supervised CA (8621)	Program Income - \$1,657 per month	Capital Improvements	USDA	\$86,356.35
Supervised BVE (0469)	Program Income - \$1,447 per month	Capital Improvements	USDA	\$77,649.65
Supervised BVE (Chase)	Program Income - \$800 per month	Capital Improvements	USDA	\$55,776.41
Supervised RD (6072)	Program Income - \$19,225 per month	Capital Improvements	USDA .	\$1,395,471.53
				\$2,655,902.76
	State I	Programs		
Mental Health Services	State	rograms		
Reserve Operating HG (2387)	Escrow	Capital Improvements	Internal	\$1,882.14
Reserve Replacement HG (2399)	Program Net Income	Operations/Capital Improvements	Internal	\$8,478.55
Reserve General Teesdale (7409)	Program Net Income	Operations/Capital Improvements	Internal	\$22,220.17
		,		\$32,580.86
				<b>432,300.00</b>
Migrant Services				
Reserve Care OMS (3094)	PGE CARE Discount	Capital Improvements	OMS	\$90,798.99
Reserve General OMS (3112)	Prior Unspent Budget	Capital Improvements	OMS	\$12,804.17
			-	\$103,603.16
Neighborhood Stabilization Program 1				
Reserve Operating NSP1 (8669)	Program Net Income	Operations/Capital Improvements	City of Yuba City	\$84,139.13
Reserve Replacement NSP1 (8657)	Program Income - \$1,288 per month	Capital Improvements	City of Yuba City	\$84,206.78
			_	\$168,345.91
Natal Land and On Life				
Neighborhood Stabilization Program 3	S			• • • • • • • • • • • • • • • • • • • •
Reserve Operating NSP3 (2107) Reserve Replacement NSP3 (2119)	Program Net Income	Operations/Capital Improvements	City of Yuba City	\$223.87
reserve replacement NSPS (2119)	Program Income - \$3,370 per month	Capital Improvements	City of Yuba City	\$143,263.41
				\$143,487.28
State - Joe Serna				
Grant Rehab Serna 2 (8165)	USDA Rehab Grant	Capital Improvements	Return to State	¢0.00
2 (0200)	COST, Menas Grant	Capital Improvements	neturn to state	\$0.00
				\$0.00



Account	Origination	Uses	Approval	Balance
	Local	Programs		
City of Yuba City - Homes2Families				
Reserve Operating H2F (6697)	Program Net Income	Operations/Capital Improvements	City of Yuba City	\$251,250.76
Reserve Replacement H2F (6430)	Program Income - \$1,200 per month	Capital Improvements	City of Yuba City	\$191,469.09
			y go bo . Dygo wyddiaddiad acholdin	\$442,719.85
TOTAL Restricted	Usage mandated by funding source			5,290,382.98
	Security Deposit A	Accounts (Restricted)		
Security Deposits BVE (0147)	Tenant Income	Payout to Tenant	Internal	\$8,733.74
Security Deposits CA (8608)	Tenant Income	Payout to Tenant	Internal	\$12,695.12
Security Deposits Devonshire (4281)	Tenant Income	Payout to Tenant	Internal	\$11,298.81
Security Deposits H2F (8937)	Tenant Income	Payout to Tenant	Internal	\$6,301.43
Security Deposits HG (4931)	Tenant Income	Payout to Tenant	Internal	\$2,500.32
Security Deposits KC (6443)	Tenant Income	Payout to Tenant	Internal	\$22,271.87
Security Deposits NSP1 (8645)	Tenant Income	Payout to Tenant	Internal	\$4,755.75
Security Deposits NSP3 (1814)	Tenant Income	Payout to Tenant	Internal	\$5,750.51
Security Deposits OMS (5601)	Tenant Income	Payout to Tenant	Internal	\$100.08
Security Deposits Percy (9073)	Tenant Income	Payout to Tenant	Internal	\$2,893.06
Security Deposits PH (9085)	Tenant Income	Payout to Tenant	Internal	\$46,386.81
Security Deposits RD (6030)	Tenant Income	Payout to Tenant	Internal	\$20,376.53
Security Deposits Teesdale (9303)	Tenant Income	Payout to Tenant	Internal	\$1,354.51
Total Security Deposits				\$145,418.54
	Miscellaneous Acc	counts (Unrestricted)		
Checking PH (6047)	Pass-through	Minimum Balance	Internal	\$102.03
Checking USDA (6011)	Pass-through	Minimum Balance	Internal	\$101.65
Reserve General BBP (1711)	Program Income	Minimum Balance	Internal	\$100.00
Reserve General HH (1723)	Program Income	Minimum Balance	Internal	\$100.25
Reserve General LC (1796)	Program Income	Minimum Balance	Internal	\$100,109.33
Reserve General LC (1802)	Program Income	Minimum Balance	Internal	\$100.00
Reserve General LC (4955)	Program Income	Minimum Balance	Internal	\$5,625.57
Reserve General LC (8165)	Program Income	Minimum Balance	Internal	\$100.14
Reserve General LC (8949)	Program Income	Operations/Capital Improvements	Internal	\$1,884.45
Reserve General LC (9133)	Sutter County InLieu Of	Minimum Balance	Internal	\$18,443.84
Reserve General PCD (8633)	Program Income	Operations/Capital Improvements	Internal	\$58,726.46
Reserve General Plat (4943)	Program Net Income	Operations/Capital Improvements	Internal	\$54,907.19
Reserve General RHAT (4505)	Program Net Income	Operations/Capital Improvements	Internal	\$100.23
Reserve Solar Farm (4918)	Program Income	Inverter Replacement (2023)	Internal	\$562.42
Reserve Solar Farm (RVCB)	Program Income	Inverter Replacement (2023)	Internal	\$45,500.00
Reserve Unfunded Liabilities LC (6375)  Total Unrestricted Accounts	Program Income	Net Pension/OPEB	Internal	\$45,010.62
iotal Unirestricted Accounts				\$331,474.18