



Housing Authority
of the
City of Alameda

PHONE: (510) 747-4300
FAX: (510) 522-7848
TTY/TRS: 711

701 Atlantic Avenue • Alameda, California 94501-2161

AGENDA **REGULAR MEETING OF THE BOARD OF COMMISSIONERS**

DATE & TIME **Wednesday, April 17, 2024 - 7:00 PM**

LOCATION

Independence Plaza, 703 Atlantic Avenue, Alameda - Ruth Rambeau Memorial Community Room

PUBLIC PARTICIPATION Public access to this meeting is available as follows:

Join Zoom Meeting

<https://us06web.zoom.us/j/83030077310?pwd=fv5xIYAEFr5k4f7GI6KQMDOK4vRw4g.1>

Meeting ID: 830 3007 7310

Passcode: 790402

Persons wishing to address the Board of Commissioners are asked to submit comments for the public speaking portion of the Agenda as follows:

- Send an email with your comment(s) to jpolar@alamedahsg.org and vcooper@alamedahsg.org prior to or during the Board of Commissioners meeting
- Call and leave a message at (510) 871-7435.

When addressing the Board, on agenda items or business introduced by Commissioners, members of the public may speak for a maximum of three minutes per agenda item when the subject is before the Board.

Persons in need of special assistance to participate in the meetings of the Housing Authority of the City of Alameda Board of Commissioners, please contact (510) 747-4325 (voice), TTY/TRS: 711, or jpolar@alamedahsg.org. Notification 48 hours prior to the meeting will enable the Housing Authority of the City of Alameda Board of Commissioners to make reasonable arrangements to ensure accessibility or language assistance.

PLEDGE OF ALLEGIANCE

1. **ROLL CALL**
2. **AB2449 COMPLIANCE** "AB2449 Compliance: The Chair will confirm that there are 4 members in the same, properly noticed meeting room within the



jurisdiction of the City of Alameda. Each board member who is accessing the meeting remotely must disclose verbally whether they are able to be remote under AB2449: (1) just cause (max. 2 per year), or (2) emergency circumstances.” For Emergency Circumstances, the request must be approved by a majority vote of the Board of Commissioners for the emergency circumstances to be used as a justification to participate remotely. Remote Commissioners must provide a general description of the circumstances relating to need to appear remotely at the given meeting. Commissioner must also publicly disclose at the meeting, prior to any action, whether any other individuals 18 years or older are present in the room with the member at the remote location, and the general nature of the member’s relationship with such individuals. Note: A Commissioner cannot participate in meetings of the Board of Commissioners solely by teleconference from a remote location for a period of more than 3 consecutive months or 20% of the regular meetings for AHA within a calendar year, or more than 2 meetings if the Board of Commissioners regularly meets fewer than 10 times per calendar year.

3. COMMISSIONER RECUSALS

4. Public Comment (Non-Agenda)

5. CONSENT CALENDER

Consent Calendar items are considered routine and will be approved or accepted by one motion unless a request for removal for discussion or explanation is received from the Board of Commissioners or a member of the public.

- 5.A. Approve Minutes of the Regular Board of Commissioners Meeting held on February 21, 2024. **Page 4**
- 5.B. Accept the Monthly Overview Report for the Housing Programs Department. **Page 12**
- 5.C. Accept the Monthly Overview Report for Property Operations. **Page 15**
- 5.D. Accept the Monthly Update on Construction in Progress (CIP). **Page 19**
- 5.E. Accept the Monthly Construction Report for The Estuary I. **Page 23**
- 5.F. Accept the Monthly Construction Report for Linnet Corner. **Page 28**
- 5.G. Accept the Quarterly LIHTC Portfolio Asset Management Fiscal Year-to-Date Financial Report through December 31, 2023. **Page 31**
- 5.H. Accept the AHA/AAHC non-LIHTC Portfolio Asset Management Fiscal Year-to-Date Financial Report through December 31, 2023. **Page 48**
- 5.I. Approve Updates on the 2019 - 2023 Strategic Plan. **Page 60**
- 5.J. Approve an extension of the lease of office space at South Shore Center through March 31, 2027, with two one-year extension options. **Page 70**
- 5.K. Approve the GPS Vehicle Tracking Policy. **Page 79**
- 5.L. Ratify the Reciprocal Easement Agreement for the North Housing Block A Projects. **Page 82**

6. AGENDA



- 6.A. Accept the 2024 AHA Environmental Committee presentation. **Page 107**
- 6.B. Approve Resolution to make minor changes to the Employee Handbook to reflect changes in state or federal law, as well as language and administrative changes; and approve a number of temporary hiring flexibility changes to the Executive Director's authority for the calendar year 2024 in order to assist with filling vacant positions. **Page 121**
7. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
8. EXECUTIVE DIRECTOR'S COMMUNICATIONS
9. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)
10. CONTINUATION OF CLOSED SESSION OF HOUSING AUTHORITY BOARD OF COMMISSIONERS – IF NEEDED
11. Announcement of Action Taken in Closed Session, if any.
12. ADJOURNMENT

* * * Note * * *

- Documents related to this agenda are available on-line at:
<https://www.alamedahsg.org/meetings/>
- Know Your RIGHTS Under The Ralph M. Brown Act: Government's duty is to serve the public, reaching its decisions in full view of the public. The Board of Commissioners exists to conduct the business of its constituents. Deliberations are conducted before the people and are open for the people's review. In order to assist the Housing Authority's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the Housing Authority accommodate these individuals.





DRAFT MINUTES
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
Wednesday, February 21, 2024

PLEDGE OF ALLEGIANCE

Chair Grob called the meeting to order at 6:32 p.m.

1. ROLL CALL

Present: Chair Grob, Vice-Chair Sidelnikov, Commissioner Kaufman,
and Commissioner Tamaoki

Absent: Commissioner Husby and Commissioner Joseph-Brown

2. AB2449 COMPLIANCE “AB2449 Compliance: The Chair will confirm that there are 4 members in the same, properly noticed meeting room within the jurisdiction of the City of Alameda. Each board member who is accessing the meeting remotely must disclose verbally whether they are able to be remote under AB2449: (1) just cause (max. 2 per year), or (2) emergency circumstances.” For Emergency Circumstances, the request must be approved by a majority vote of the Board of Commissioners for the emergency circumstances to be used as a justification to participate remotely. Remote Commissioners must provide a general description of the circumstances relating to need to appear remotely at the given meeting. Commissioner must also publicly disclose at the meeting, prior to any action, whether any other individuals 18 years or older are present in the room with the member at the remote location, and the general nature of the member’s relationship with such individuals. Note: A Commissioner cannot participate in meetings of the Board of Commissioners solely by teleconference from a remote location for a period of more than 3 consecutive months or 20% of the regular meetings for AHA within a calendar year, or more than 2 meetings if the Board of Commissioners regularly meets fewer than 10 times per calendar year.

Chair Grob confirmed that four Commissioners were present in the noticed meeting room and no Commissioners were attending the meeting remotely.



3. COMMISSIONER RECUSALS

None

4. Public Comment (Non-Agenda)

None

5. Closed Session - 6:30 p.m. - Adjournment to Closed Session to Consider:

Chair Grob adjourned to Closed Session at 6:35 p.m

5.A. Conference with Legal Counsel-Anticipated Litigation:
Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code Section 54956.9:
One potential case

5.B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code Section 54956.8.
Property Location: 1628 Webster Street, Alameda CA 94501
Assessor’s Parcel Number 73-418-4-1
Agency Negotiators: Vanessa Cooper, Executive Director, Sylvia Martinez, Director of Housing Development, and Joseph Nagel, Construction Project Manager, Negotiating Parties: Alameda Hospitality, LLC;
Under Negotiation: Price and Terms

6. Adjournment of Closed Session

Chair Grob adjourned Closed Session at approximately 7:20 p.m.

7. RECONVENE REGULAR MEETING

Chair Grob reconvened the Regular Meeting at approximately 7:21 p.m.

8. Announcement of Action Taken in Closed Session, if any.

Chair Grob announced that during Closed Session the Board discussed items 5.A and 5.B and gave direction to staff.

9. Public Comment (Non-Agenda)

None.

10. CONSENT CALENDER



Consent Calendar items are considered routine and will be approved or accepted by one motion unless a request for removal for discussion or explanation is received from the Board of Commissioners or a member of the public.

- *10.A. Approve Minutes of the Regular Board of Commissioners Meetings held on December 20, 2023 and January 17, 2024.
- *10.B. Accept the Monthly Overview Report for Property Operations.
- *10.C. Accept the Monthly Overview Report for the Housing Programs Department.
- *10.D. Accept the Monthly Update on Construction in Progress (CIP).
- *10.E. Accept the Monthly Development Report for The Estuary I.
- *10.F. Accept the Quarterly Overview Report for the Executive/HR Department.
- *10.G. Accept the Quarterly Overview Report For Administrative Services Department.
- *10.H. Accept the Quarterly Overview Report for the Housing Development Department.
- *10.I. Accept the Quarterly Development Report for The Estuary II.
- *10.J. Accept the Quarterly Overview Report for the Asset Management Department.
- *10.K. Accept the Quarterly LIHTC Portfolio Asset Management Fiscal Year to Date Financial Report through September 30, 2023.
- *10.L. Accept the Quarterly Financial Report for the month ended December 31, 2023.
- *10.M. Accept the Quarterly Investment Report for the Period Ending December 31, 2023.
- *10.N. Accept the 2024 Communications and Community Relations Report.
- *10.O. Accept Report on Housing Authority Records Disposition.
- *10.P. Approve the Budget for Removal and Replacement of (30) Exterior Elevated Balconies at Anne B. Diamant Plaza. Authorize the Executive Director to Sign a Contract with AmOne Construction Not to exceed \$862,600.
- *10.Q. Approve the Annual Intern Program and Continuation of a One-Year Rotating Fellowship Program for Graduates of the Intern Program.
- *10.R. Authorize the Executive Director to approve a contract between the Housing Authority of the City of Alameda, Alameda Affordable Housing Corporation and Transystems Corporation for Relocation Services for a not to exceed amount of Five Hundred Thousand dollars and Zero cents (\$500,000.00) until February 28, 2027.
- *10.S. Accept conflict of interest letters from Goldfarb and Lipman for a number of transactions.

Items accepted or adopted are indicated by an asterisk.

In response to Commissioner Tamaoki, Sylvia Martinez, Director of Housing Development stated that as the timelines on tax credit projects are very sensitive to the turn of the year, the North Housing project has a very tight



deadline which requires it to be placed in service completely within the first calendar year of which the credits are taken. Projects moving to completion within the last quarter of the year, present timing issues, so this project must complete construction and be fully leased by the end of 2025. As per their standard, Bank of America would like to impose a 90-day limit on getting a full certificate of occupancy and lien free completion for this project, meaning that a notice of completion is filed, there is no lien against the site, and the retention is being paid. Considering that this is a master plan development which includes a fair amount of infrastructure on-site, as well as, on the adjacent parcel, staff tried to negotiate to have some deadline dates moved to 2026 but were unsuccessful. While staff may ask for provisions, Bank of America is not willing to allow the provisions in 2024 and the required documents currently stipulate project completion by the end of 2025. With evidence of project progress, at the respective date, staff can request an extension. As it stands the lien free completion is due 90 days after temporary certificate of occupancy.

In response to Commissioner Tamaoki, Vanessa Cooper, Executive Director, stated that, since the Housing Authority of the City of Alameda (AHA) may be the first housing authority in the country to accept a transfer of a public housing program and Faircloth allowance from the Regional Housing Authority, staff expects that there will be a learning curve, but are very excited for this opportunity.

Commissioner Tamaoki requested that the Portfolio Asset Management data be presented to include trend data that might highlight unusual events that the Board should be aware of, rather than providing an exact narrative of the numbers.

Commissioner Tamaoki expressed gratitude for the outreach presented in the Communications report and the Housing Authority of the City of Alameda’s (AHA) history and recruitment videos posted on the website.

Commissioner Tamaoki moved to accept the Consent Calendar items, and Commissioner Kaufman seconded. The motion passed unanimously.

- | | | |
|--------|---|--------------------------------------------------------------------------------------|
| Yes | 4 | Chair Grob, Vice-Chair Sidelnikov,
Commissioner Kaufman, and Commissioner Tamaoki |
| Absent | 2 | Commissioner Husby and Director Joseph-Brown |

11. AGENDA

- 11.A. Conduct the Public Hearing for the Annual Plan and Moving to Work Supplement for Fiscal Year 2024-2025.



Sepideh Kiumarsi, Management Analyst provided a presentation that included an overview of Annual Plan and Moving to Work (MTW) Supplement for Fiscal Year (FY) 2024-2025.

Chair Grob opened the meeting for Public Comment at 7:40 p.m.

In response to Commissioner Tamaoki, Ms. Kiumarsi stated that tenants who pay for the internet will receive a utility allowance and there will be no impact to the rent collected by the landlord. Tonya Schuler-Cummins, Director of Data and Policy, explained that AHA calculates HCV rents by deducting the respective amount of tenant utility allowances from the standard payment issued, so there might be a slight impact to rents collected by HCV landlords. Ms. Cooper explained that this item is being presented as a notice item, as HUD has denied approval of this request in the past. However, staff wanted to make the Board aware that they plan to present this item to HUD again as an equity and access item. Commissioner Tamaoki stated that if the item is approved by HUD, he would like staff to provide the Board with an explanation of how this may impact rents collected by private landlords.

Responding to Commissioner Tamaoki, Ms. Cooper stated that the annual amount of funds provided by HUD includes an escalation factor each year and AHA will not be able to spend the full amount this year. Therefore, providing up to \$1 million as gap financing will aid in utilizing the excess funds. Ms. Schuler-Cummins stated holding reserves for a long period introduces the risk of HUD taking the reserves, so utilizing these funds will also help to reduce the reserves held by AHA.

Chair Grob closed the Public Comment period at 7:48 p.m.

- 11.B. Accept the Monthly Development Report for Linnet Corner and Adopt the Authorizing Resolution No. 1068 for the Ground Lease and Cash Loans and Approve the Financing and Ownership Structure for Linnet Corner

Paris Howze, Project Manager presented two minor updates made to the Authorizing Resolution for Linnet Corder (North Housing Senior).

Commissioner Kaufman moved to accept the Monthly Development Report for Linnet Corner and Adopt the Authorizing Resolution No. 1068 for the Ground Lease and Cash Loans and Approve the Financing and Ownership Structure for Linnet Corner, and Commissioner Tamaoki seconded. A roll call vote was taken, and the motion passed unanimously.

Yes 4 Chair Grob, Vice-Chair Sidelnikov, Commissioner Kaufman, and Commissioner Tamaoki



Absent 2 Commissioner Husby and Director Joseph-Brown

- 11.C. Accept the Quarterly Development Report; Approve a \$2,100,000 Predevelopment Loan and 20-year Option to Ground Lease to Island City Development; Authorize the Executive Director or Designee to Negotiate and Execute the Predevelopment Loan and Option Agreement for The Poplar (2615 Eagle Avenue).

Jenny Wong, Senior Project Manager, provided a presentation that included an overview of the Poplar Option Agreement and Predevelopment Loan, highlighting the project milestones, the amendment made to the term in the Ground Lease, and the amendment made to the Predevelopment Loan terms.

In response to Commissioner Tamaoki, Ms. Wong stated as part of the tax credit application, AHA must demonstrate the respective entitlements have been approved. AHA must be prepared to begin construction within 6 months of being awarded tax credits. Staff anticipates submitting the LIHTC application when the building permit drawings are between 50%-70% complete. This will align the timing of when the building permit can be pulled with the finance closing and construction start dates, which will demonstrate readiness and increase competitiveness for funding. Regarding the Ground Lease term, Ms. Cooper stated that AHA must have site control for the period of which vouchers will be assigned. Following further discussion of the Ground Lease term, Ms. Cooper stated that staff will research revocability of the term and present the options to the Board at the next meeting.

Commissioner Tamaoki moved to accept the Quarterly Development Report; Approve a \$2,100,000 Predevelopment Loan but withhold the 20-year Option to Ground Lease to Island City Development; Authorize the Executive Director or Designee to Negotiate and Execute the Predevelopment Loan and Option Agreement for The Poplar (2615 Eagle Avenue), and Vice-Chair Sidelnikov seconded. The motion passed unanimously.

Yes 4 Chair Grob, Vice-Chair Sidelnikov, Commissioner Kaufman, and Commissioner Tamaoki

Absent 2 Commissioner Husby and Director Joseph-Brown

- 11.D. Approve changes to the Administrative Plan to implement the approved Moving To Work activities and other procedural updates.

Ms. Kiumarsi provided a presentation that summarized the amendments made to the Administrative Plan and approved MTW activities.



Commissioner Kaufman moved to approve the changes to the Administrative Plan to implement the approved Moving To Work activities and other procedural updates, and Commissioner Tamaoki seconded. The motion passed unanimously.

- Yes 4 Chair Grob, Vice-Chair Sidelnikov, Commissioner Kaufman, and Commissioner Tamaoki
- Absent 2 Commissioner Husby and Director Joseph-Brown

12. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)

None.

13. EXECUTIVE DIRECTOR'S COMMUNICATIONS

Ms. Cooper introduced Nancy Gerardin, Director of Property Operations, who provided a brief overview of her professional background.

Ms. Cooper reminded meeting attendees of the North Housing Construction Start Celebration scheduled to begin at 3 p.m. on Wednesday, April 24, 2024, and announced that the Intern application process has been moved online, a special event will be planned to recognize the agency’s 85th Anniversary next year, it is expected that a new Tenant Commissioner will be joining the Board in March, and that staff and Board members have or will be attending many trainings (i.e. CAHA, NorCal, MTW Conference and NAHRO D.C.). Ms. Cooper expressed gratitude for the work performed by the Housing Development staff for continuing to move the Poplar project forward while managing so many other priorities and the the Data and Policy team for their work on the Admin and Annual Plans. Ms. Cooper stated that hiring for many positions is in progress and staff is in the process of testing new systems to begin standardizing and automating a number of projects.

Responding to Chair Grob, Ms. Cooper stated that AHA expects to bring 4 Interns on board. This year Handshake, the student version of LinkedIn, was included as an avenue to attract interest in the internships. Internship interviewing will begin earlier this year than in previous years and middle managers and management analysts will conduct the interviews.

14. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

None.



15. CONTINUATION OF CLOSED SESSION OF HOUSING AUTHORITY BOARD OF COMMISSIONERS – IF NEEDED

N/A

16. Announcement of Action Taken in Closed Session, if any.

N/A

17. ADJOURNMENT

Chair Grob adjourned the meeting at 8:17 p.m.

Vanessa M. Cooper
Secretary and Executive Director

Carly Grob, Chair
Board of Commissioners





Housing Authority
of the
City of Alameda

PHONE: (510) 747-4300
FAX: (510) 522-7848
TTY/TRS: 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Lynette Jordan, Director of Housing Programs

Date: April 17, 2024

Re: Accept the Monthly Overview Report for the Housing Programs Department.

BACKGROUND

This memo is a high-level overview of Housing Programs Department (HPD) activities for the prior month.

DISCUSSION

Leasing Update

With Executive Director approval, staff selected 50 applicants from the Housing Choice Voucher (HCV) waitlist in March to continue to increase our Units Month Leased (UML'S). From this selection of 50 applicants, staff are working to issue 29 vouchers to applicants who responded to the waitlist outreach. As projected to maintain UMLs, staff plan to complete the leasing efforts by selecting 50 applicants from the waitlist in May and July 2024.

Rent Increase Process Update

Landlords can now submit a rent increase via the Landlord Portal or through Laserfiche forms. Yardi is working on integrating this process into the Rent Cafe workflow, but in the meantime, landlords have two options to submit increases without the need for paper requests.

Emergency Housing Voucher (EHV) Program

The EHV program does not allow for the AHA to re-issue any new vouchers as it is set to sunset in 10 years. The AHA was successful in getting to 100% lease-up in the program, but has started to lose households in this program. As this happens, the program will diminish in size. The AHA works diligently with the EHV caseworkers to avoid termination, but in some cases, the caseworkers for the EHV program and AHA staff are left with no option but to terminate the household for failure to engage with their caseworker to comply with program rules. Also, the AHA has lost EHV households through the death of the single family member.



Housing Programs Department Quarterly Dashboard

See the attached report that shows the lease-up of the various programs and the expenditure of funds as awarded by HUD.

FISCAL IMPACT

For report only, no fiscal impact.

CEQA

N/A

RECOMMENDATION

Accept the Monthly Overview of the Housing Programs Department.

ATTACHMENTS

1. March 2024 HPD Dashboard

Respectfully submitted,



Lynette Jordan, Director of Housing Programs

Housing Programs Department Quarterly Dashboard for March 2024

Total NON-ACC Vouchers Leased By Type		
Program	Vouchers Leased	Amount Awarded/Funded
Shelter Plus Care	18	18
SRO	30	30

Average Duration from voucher issuance to those leased up in March 2024 (days)	42.0
Average Tenant Rent to Owner	568.31
Average TTP	611.76
Average HH income	25,196.90
Percentage of Inspections Passed First-Time (March 2024)	3%
Inspections Completed (March 2024)	61

Total ACC Vouchers Leased By Type	
HCV (7100)	979
PBV (7300)	327
AHA-owned HCV	232
Port Outs	0
FUP	32
VASH	38
Total Vouchers Leased	1608
Units on ACC	1893
ACC Vouchers Funded But Not Leased	285

Emergency Housing Vouchers*	
EHV (7760) in Alameda	39
EHV Port Outs	16
Total Leased	55
Total Awarded	57

*vouchers will decrease over time due to the sunset of the program and HUD's prohibition on issuing new EHV's

Budget Authority (For March 2024 - Average Across 12 months)	3,105,050.00
Total HAP expended	3,462,411.00
HAP/Budget Authority	111.5%

Average of HAP per Bedroom size	
Bedroom Size	Count of Households
0	406
1	549
2	491
3	178
4	29



Housing Authority
of the
City of Alameda

PHONE: (510) 747-4300
FAX: (510) 522-7848
TTY/TRS: 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Nancy Gerardin, Director of Property Operations

Date: April 17, 2024

Re: Accept the Monthly Overview Report for Property Operations.

BACKGROUND

This memo provides a high-level overview of the Property Operations Department's activities for the last month.

DISCUSSION

The attached table (Attachment 1) summarizes property performance for all sites including Housing Authority of the City of Alameda (AHA) and affiliate-owned sites for the month of March for all properties FPI Management (FPI) manages. We are currently working with FPI on operating budgets and audits as well as streamlining reporting and improving overall property operations.

VACANCY

The attached table (Attachment 1) reflects nineteen (19) vacancies out of six hundred eighty-six (686) units for all properties for the month of March 2024. Staff are working diligently to fill the vacancies and five (5) units have move-ins scheduled for the next month. AHA is reviewing with FPI how to reduce vacant time and speed up unit turns. FPI is also requesting a copy of their rent ledger from new applicants to ensure that they pass the landlord reference portion. This is not required from those who are homeless or living with family.

HPD is also in the process of rightsizing PBV families, which leads to additional notices and vacancies.

Lease up coordination between AHA Property Management, FPI, and AHA Housing Programs continues with the goal of filling vacancies as expeditiously as possible. Vacancies that do not have a waitlist are posted on the AHA website and applications are available through the Resident Managers, as well as affordablehousing.com, GoSection 8, the Section 8 online search engine, and on Craigslist.

RENT COLLECTIONS



The attached table (Attachment 1) provides the collection rate versus rent billed for all AHA owned and affiliate-owned sites, and sites managed by FPI. An explanation for properties with a collection rate below 98% or above 101% is provided below.

The collection rate for China Clipper is at 111.4%, Eagle Village is at 105.6%, Parrot Village is at 105%, and AHA owned scattered sites are at 103.6%. These higher than normal rates are due to the properties collecting on repayment agreements. Rosefield Village is at 95.6%, Alameda Affordable Housing Corporation (AAHC) owned scattered sites are at 91.1%, and Littlejohn Commons is at 95.4%. The lower collection rates are primarily due to the units pending legal action and past due balances for residents affected by COVID-19.

Like many owners, especially non-profit owners, there remains a fairly large payment issue stemming from the COVID era. The total delinquency (unpaid rent) for the portfolio for current tenants is \$352,253. All residents with a past due balance have been referred to LifeSTEPS for assistance. Property Management and LifeSTEPS continue to engage residents and encourage them to enter into a repayment agreement. Tenants who owe over \$100 are issued a 30-day notice to pay or quit and are referred to legal counsel for review of their cases and, where necessary, the 30-day notice to pay or quit has been filed with the court. LifeSTEPS, FPI and the Ombudsman are working with these families to enter into a "stay and pay" stipulated agreement, although a very small number have not complied and will be evicted if they do not leave before the lock out.

Tenants who only owe back rent from prior to December 2022 cannot be issued a 30-day notice, so some fairly significant balances will remain on the ledger until the tenant moves out. In addition, approximately \$160,593 of write-offs are expected to be brought to the board for past tenants. Collection activities will continue for these past resident cases, unless the person is deceased. A small number of other legal cases are ongoing for nuisance behavior.

RENT INCREASES

Rent increases have been and will continue to be issued at all sites in the coming months, in accordance with the new payment standards implemented in November 2023. This will result in increases to the total contract rent going up, but these rent increases are raised to the level of the new Payment Standards and generally will not impact subsidized residents' tenant rent portion, as long as they are not over-housed. Independence Plaza rent increases were issued in the past 2 months and followed the Board directions from February 2023 on annual rent increases.

SOCIAL SERVICES

LifeSTEPS has been providing aid to tenants and households and continues to link them to financial and social service agencies, as needed.

MAINTENANCE

The attached table (Attachment 1) shows the Maintenance Requests completed in March 2024.

HIRING

The department is in the process of hiring three positions: an Assistant Director of Permanent Supportive Housing, a Management Analyst, and has hired a Program Assistant who will start on April 15, 2024.

FISCAL IMPACT

Report only.

CEQA

N/A

RECOMMENDATION

Accept the Monthly Overview Report for Property Operations.

ATTACHMENTS

1. BOC memo

Respectfully submitted,



Nancy Gerardin, Director of Property Operations

ATTACHMENT 1

Mar-24

Property Name	Yardi Property code	Owned by	Managed by	Total units	Senior or Family	Manager units	Gross Potential Rent (Budgeted)	Gross Potential Rent (Actual)	Tenant Rent Collected	Subsidy collected	Total Rent Collected (Actual)	% collected	Current Month Delinquent Y	Total Current Tenant Delinquency	Past Tenant Delinquency JSCO	Past Tenant Delinquency FPI	Total Delinquency (past and current)
China Clipper	v18	AHHC	FPI	26	Family	0	\$55,380.90	\$51,788.00	\$18,842	\$ 38,824	\$ 57,666	111.4%	-\$ 5,878	\$ 12,644	\$ 2,349	\$ 226	\$ 15,219
Esperanza	v19	AAHC	FPI	120	Family	1	\$369,870.00	\$383,918.65	\$105,277	\$ 281,206	\$ 386,483	100.7%	-\$ 2,564	\$ 166,392	\$ 1,125	\$ 49,044	\$ 216,561
Littlejohn Commons	v20	ICD	FPI	31	Senior	1	\$65,167.00	\$56,498.00	\$9,540	\$ 44,358	\$ 53,898	95.4%	\$ 2,600	\$ 54,263	\$ 0	\$ 0	\$ 54,263
Parrot Garden	v21	AHA	FPI	8	Family	1	\$19,543.20	\$19,153.00	\$9,871	\$ 10,362	\$ 20,233	105.6%	-\$ 1,080	\$ 20,857	\$ 1,352	\$ 0	\$ 22,209
Parrot Village	v22	AAHC	FPI	50	Family	0	\$156,728.00	\$146,086.00	\$32,099	\$121,273	\$153,372	105.0%	-\$ 7,286	\$ 108,058	\$ 32,782	\$ 173,448	\$ 314,288
Everett Commons	v23	ICD	FPI	20	Family	1	\$53,865.00	\$47,042.00	\$11,772	\$ 33,793	\$ 45,565	96.9%	\$ 1,477	\$ 9,684	\$ 256	\$ 900	\$ 10,840
Scattered Sites	v24	AHA	FPI	25	Family	0	\$56,351.30	\$46,036.00	\$21,298	\$ 36,373	\$ 47,671	103.6%	-\$ 1,635	\$ 26,607	\$ 0	\$ 0	\$ 26,607
Scattered Sites	v25	AAHC	FPI	27	Family	0	\$57,448.44	\$54,736.00	\$21,105	\$ 28,753	\$ 49,858	91.1%	\$ 4,878	\$ 43,313	\$ 0	\$ 0	\$ 43,313
Rosefield Village	v26	ICD	FPI	92	Family	1	\$180,217.00	\$151,012.00	\$90,172	\$ 54,239	\$144,411	95.6%	\$ 6,601	\$ 219,997	\$ 0	\$ 31,138	\$ 251,135
Eagle Village	v27	AAHC	FPI	36	Family	1	\$100,882.00	\$92,024.00	\$25,317	\$ 71,849	\$ 97,166	105.6%	-\$ 5,142	\$ 14,707	\$ 14,863	\$ 4,619	\$ 34,189
Independence Plaza	w11	AAHC	FPI	186	Senior	1	\$249,702.00	\$265,895.00	\$129,580	\$ 136,161	\$ 265,741	99.9%	\$ 154	\$ 18,477	\$ 78,037	\$ 794	\$ 97,308
Anne B Diamant	w70	AHHC	FPI	65	Senior	1	\$132,145.00	\$123,208.00	\$34,009	\$ 84,490	\$ 118,499	96.2%	\$ 4,709	\$ 14,807	\$ 19,860	\$ 13,103	\$ 47,770
TOTAL				686		8	\$1,497,299.84	\$1,437,396.65	\$498,883.28	\$941,681.00	\$1,440,564.28	100.2%	-\$ 3,168	\$709,806	\$150,624	\$273,272	\$1,133,702

Month Ending March, 2024

Property Name	Owned by	Vacant units at end of period	Vacancy rate %	Units offline for rehab	Vacancy rate excluding offline units	Move ins scheduled in next month	Anticipated move outs next month	Maintenance requests completed
China Clipper	AHHC	1	3.8%	0	3.8%	0	0	0
Esperanza	AAHC	4	3.3%	0	3.3%	0	0	12
Littlejohn Commons	ICD	2	6.5%	0	6.5%	1	0	8
Parrot Garden	AHA	1	12.5%	0	12.5%	0	0	1
Parrot Village	AAHC	1	2.0%	0	2.0%	0	0	18
Everett Commons	ICD	1	5.0%	0	5.0%	0	0	8
Scattered Sites	AHA	0	0.0%	0	0.0%	0	0	3
Scattered Sites	AAHC	0	0.0%	0	0.0%	0	0	6
Rosefield Village	ICD	4	4.3%	0	4.3%	0	0	11
Eagle Village	AAHC	0	0.0%	0	0.0%	3	0	8
Independence Plaza	AAHC	1	0.5%	0	0.5%	0	2	50
Anne B Diamant	AHHC	4	6.2%	0	6.2%	0	3	1
TOTAL		19	2.8%	0	3.7%	5	5	126



Housing Authority
of the
City of Alameda

PHONE: (510) 747-4300
FAX: (510) 522-7848
TTY/TRS: 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Joseph Nagel, Construction Project Manager

Date: April 17, 2024

Re: Accept the Monthly Update on Construction in Progress (CIP).

BACKGROUND

The Housing Authority of the City of Alameda (AHA) and its affiliate, the Alameda Affordable Housing Corporation (AAHC), own and operate multifamily property throughout Alameda. Periodically, work is scheduled to maintain and upgrade existing buildings, or to improve property that is anticipated to be redeveloped in the future. In 2022, AHA and AAHC obtained Physical Needs Assessments (PNA) on all properties over 5 years old. These assessments delineated capital needs over a 15-year period, but also highlighted any health/safety needs and items for short-term attention. AHA and AAHC have completed or begun all health/safety items, and plan to address short-term needs through the annual budgeting process for every property. Staff prioritizes work that is health and safety-related, lender-required, or provides risk mitigation. A formal update to the Board on portfolio work is expected later in 2024.

There are multiple sizable projects being planned or underway at this time, including the AHA-led North Housing Master Plan work to prepare the sites and provide infrastructure for Linnet Corner and Estuary I. This report serves to provide updates on this work.

DISCUSSION

The Housing Development, Property Operations and Asset Management departments met with FPI to set the CIP budget for 2024-25. This will come to the Board for approval at a future meeting. This process looks at current needs and planned needs from the PNAs as well as feedback from lenders and investors and AHA/FPI staff who walk the properties regularly. This has resulted in an ambitious and more comprehensive list of Construction in Progress (CIP) projects than in the last few years. Priority tasks are divided between onsite FPI staff and contracting, and larger projects where there may be additional plan and permit submittal, which are undertaken by AHA staff. The Housing Development department is currently recruiting an additional construction manager to help with the roll-out of these upcoming CIP projects.

The following construction projects are in progress as of this Board Meeting.



1. North Housing Master-Plan Site Preparation

Site: North Housing Block A Soil Stabilization, 501 Mosley Ave

Purpose: Prepare the site for future development of affordable housing

Timeline: October 2023 to March 2024

Status: The soil stabilization work is 100% complete. The final general contractor pay application, retention pay application, and a change order for this work were signed on March 13, 2024. The change order was approximately \$31,000 for soil off-haul. The contract amount increased from about \$4,420,000 to \$4,451,000. The total soil stabilization work is within the previously Board approved budgeted amount of approximately \$5,000,000. A notice of completion was filed and recorded on March 20, 2024. Staff is working on reimbursing AHA for the soil stabilization work and will be billing Estuary I and Linner Corner for their respective pro rata share. AHA will continue to carry the pro rata share costs for Estuary II until this project is funded and starts construction.

Site: North Housing Block A Offsite Improvements, 501 Mosley Ave

Purpose: In addition to the soil stabilization work being completed at North Housing Block A to serve the future housing developments. AHA contracted with J.H. Fitzmarice, Inc. (JHF) for offsite improvements such as the realignment of Lakehurst Circle, the new water main extension, and the new Mabuhay Street. Offsite improvements work is expected to take approximately ten months to complete actual work and is on a parallel track to the two upcoming housing development projects (Estuary I and Linner Corner). Therefore, the contract end date is August 2025, and it aligns with the two housing projects' expected completion date. Costs for the work are budgeted in each of the housing developments at Block A and funding was previously approved by the Board of Commissioners in December 2023.

Timeline: February 2024 to August 2025

Status: By the end of March, offsite improvements work is 8.83% complete. Contractor billing for March 2024 consists of erosion control, wet-utilities such as sanitary sewer and storm drain, and contractor general conditions and fees. There are no change orders, and the project is on time and on budget.

2. SB721 Inspections

Site: Multiple Properties

Purpose: Senate Bill 721 (September 17, 2018), requires an inspection of exterior elevated elements and waterproofing assemblies for buildings with 3 or more dwelling units, to be inspected by January 1, 2025, and subsequent inspections every 6 years.

Timeline: Complete Inspections by July 2024.

Status: Contract has been signed, currently coordinating access with the consultant, a contractor to provide access to building structure areas where visual or video inspection is required.

3. Parrot Village Siding/Paint Repairs

Site: Parrot Village

Purpose: Lender required exterior repairs and new exterior paint

Timeline: Work is expected to take 5–6 Months (Weather Permitting).

Status: The siding is complete, and the painting is in progress on the 2nd of 5 courtyard set of buildings.

4. Eagle Village Siding/Paint Repairs

Site: Eagle Village

Purpose: Lender required exterior repairs and new exterior paint

Timeline: Work is expected to take 4-5 Months (Weather Permitting).

Status: The work is in progress and the contractor, New Color Co, is working on the 4th of 7 buildings.

5. Guardrail and Stair Handrail Renovations

Sites: Esperanza, China Clipper, Lincoln House, Anne B. Diament, Stanford House and Parrot Gardens

Purpose: Upgrade guard rails and handrails for safety reasons as noted in the 2022 Physical Needs Assessments (PNAs).

Timeline: The work should take 8–10 weeks to complete.

Status: An RFP was issued on August 28, 2023 and a bid walk conducted September 26, 2023. AHA received (1) proposal for the work at these (6) properties and AHA has hired a consultant, Leland Saylor Associates, to perform a cost analysis of the sole proposal that was received. In the absence of accurate existing architectural drawings due to the age of the older properties, AHA has hired Barry/Wynn as of March 2024, at a cost of \$7,795, to provide plan/elevation drawings with dimensions and notes for Leyland Saylor to base an accurate cost analysis on. These plan/elevation drawings will be archived for future reference.

6. China Clipper Electrical Upgrade

Site: China Clipper

Purpose: Upgrade electrical panels for safety reasons as noted in 2022 PNA.

Timeline: The work is expected to take 6–8 weeks.

Status: The permit for this work was approved on January 25, 2024. The contractor, Ray's Electric, is scheduled to begin work on April 29, 2024.

7. Anne B. Diament Balcony Repairs

Site: Anne B. Diament

Purpose: Repair balconies in compliance with Senate Bill 721.

Timeline: This scope of work is expected to take 6 months to complete.

Status: The permit plans have been approved by the City of Alameda Building

Department. The contractor AmOne Corp. will mobilize on April 19, 2024, and begin on April 22, 2024.

8. Independence Plaza Balcony Repairs/Sewer Study

Site: Independence Plaza

Purpose: Balconies were repaired in 2022-23 in accordance with Senate Bill 721. To finalize the permits, the private sewer laterals must be pressure/vacuum tested by East Bay Municipal Utility District (EBMUD).

Timeline: This work is complete.

Status: Inspection/testing is in progress by EBMUD.

FISCAL IMPACT

Funding for the North Housing Master Plan was approved by the Board of Commissioners in August and December 2023. Funding for repairs and maintenance on existing properties owned by either AHA or the AAHC is from either project reserves or the 2022 Reserve Policy Preservation Budget, as adopted by the AHA Board of Commissioners. Funding for the Independence Plaza Balcony repair is also being supported by redevelopment funds from the City of Alameda.

CEQA

None

RECOMMENDATION

Accept the Monthly Update on Construction in Progress (CIP).

ATTACHMENTS

None

Respectfully submitted,

A handwritten signature in black ink that reads "Joseph Nagel". The signature is written in a cursive style with a large initial "J" and a long horizontal stroke at the end.

Joseph Nagel, Construction Project Manager



Housing Authority
of the
City of Alameda

PHONE: (510) 747-4300
FAX: (510) 522-7848
TTY/TRS: 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Jenny Wong, Senior Project Manager

Date: April 17, 2024

Re: Accept the Monthly Construction Report for The Estuary I.

BACKGROUND

The Housing Development Department provides monthly reports on projects under construction where either the Housing Authority of the City of Alameda (AHA) or Island City Development (ICD) is acting as developer and provides performance guarantees.

The Estuary I project is located at 500 Mosley Avenue. ICD is the developer. The project scope includes 45 new construction permanent supportive housing units for homeless or formerly homeless individuals and/or households, including one manager's unit. Amenities include property management offices, social service coordination offices, a community room, mail room, central laundry, central courtyard, and secure bike parking. J.H. Fitzmaurice, Inc. initiated construction on January 30, 2024 and is scheduled to achieve completion on or before August 1, 2025. Please see previous monthly Board Reports for project details prior to this month's update.

DISCUSSION

Construction

The overall project completion and billing percentage, through March 31, 2024, is approximately 8.33%. Excavation and waterproofing for the elevator pit are completed. Under slab plumbing and electrical are completed. The concrete slab is poured. Currently, the project is on-track to complete on time. This month's construction activities include starting excavation of underground utilities at the courtyard and Lakehurst Circle, installing the storm drain, backfilling, and starting rough framing of the first and second floors.

There are two change orders this month for erosion control and additional waterproofing measures at the elevator pit. These change orders will be covered by GC contract contingency or allowances already in the contract and have a zero dollar impact on the overall budget. To date, the project has utilized approximately 0.00% of its hard cost contingency, in line with its completion percentage. Owner contingency funds are held



separately from the contract and when change orders are approved, the original construction contract value is increased.

Operation and Lease Up Activities

A kickoff meeting with all parties is scheduled for April 2024. Staff and property management will begin meeting monthly to prepare a pre-lease-up plan by August 2024.

FISCAL IMPACT

AHA and ICD have completion and lease-up guarantees on this development. The construction is on time and on budget. Operations and lease-up planning activities are meeting project milestones. See attachment for the monthly budget update.

CEQA

Not Applicable.

RECOMMENDATION

Accept the Monthly Construction Report for The Estuary I.

ATTACHMENTS

1. Att1_The Estuary I Budget Tracking Through March 2024
2. Att2_The Estuary I Progress Photos

Respectfully submitted,



Jenny Wong, Senior Project Manager

The Estuary I
Monthly Update - as of March 31, 2024

Total Development Costs to Date				
	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
Land & Holding Costs	\$2,461,115.00	\$2,444,509.90	99%	\$16,605.10
Hard Costs	\$27,175,842.52	\$1,703,723.69	6%	\$25,472,118.83
Soft Costs	\$13,286,926.48	\$2,355,774.42	18%	\$10,931,152.06
Total	\$42,923,884.00	\$6,504,008.01	15%	\$36,419,875.99

General Contract Status	
Total Contract Value	\$24,898,006.72
Change Orders	\$0.00
Revised Contract Value	\$24,898,006.72
Value of Work Completed to Date	\$2,075,138.69
Retention Withheld	\$157,029.95
Amount Paid to Date	\$1,918,108.74
Balance to Finish	\$22,979,897.98
% Construction Complete	8.33%

Contingency Utilization		
	Hard Cost	Soft Costs
Total Contingency Approved	\$1,394,525.00	\$250,000.00
Approved Change Orders to Date	\$0.00	\$0.00
Remaining Balance of Contingency	\$1,394,525.00	\$250,000.00
% of Contingency Used	0.00%	0.00%

The Estuary I Progress Photos



Aerial photo of the North Housing Block A site. The Estuary I is located on the top left corner.



Formation and waterproofing of the elevator pit.



The long metal poles are rebar to reinforce the concrete for the building foundation. The white pipes are for underground plumbing.



Housing Authority
of the
City of Alameda

PHONE: (510) 747-4300
FAX: (510) 522-7848
TTY/TRS: 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners
From: Paris Howze, Project Manager
Date: April 17, 2024
Re: Accept the Monthly Construction Report for Linnet Corner.

BACKGROUND

The Housing Development Department provides monthly reports on projects under construction where either the Housing Authority of the City of Alameda (AHA) or Island City Development (ICD) is acting as developer and provides performance guarantees.

Linnet Corner is located at 2000 Lakehurst Circle, Alameda, CA 94501. ICD is the developer. The project is the new construction of a single, four (4) story residential building, with 64 units. The 64 units will include 40 studio units and 23 one-bedroom units targeting seniors aged 62 and over. There will also be a two-bedroom manager’s unit. Affordability levels will range between 30% and 40% of the Area Median Income (AMI). The project will also have 25% or 16 units serving formerly homeless/homeless senior veterans. Amenities will include a community room, dedicated onsite property management and service provider offices, shared parking, a laundry room, secured bike parking, a resident garden, and a roof terrace.

Staff delivered a Notice to Proceed on March 6, 2024 to the general contractor, J.H. Fitzmaurice, Inc. (JHF). JHF mobilized and commenced construction activities on March 14, 2024. The project is expected to achieve completion on or before October 30, 2025. Please see previous monthly Board Reports for project details prior to this month’s update.

DISCUSSION

Construction

The overall project completion and billing percentage, through March 31, 2024, is approximately 4.70%. This month’s construction activities included mobilizing for construction start, laying down and installing rebar for the elevator pit, installing the under slab plumbing and electrical, and excavating the footings of the first floor building foundation.



There are no change orders this month. To date, the project has utilized approximately 0% of its hard cost contingency, in line with its completion percentage. Owner contingency funds are held separately from the contract and when change orders are approved, the original construction contract value is increased.

Operation and Lease-Up Activities

Staff will work with AHA-wide departments, FPI Management, and LifeSTEPS to prepare the project for leasing in 2025.

FISCAL IMPACT

The Board authorized a pre-development loan to ICD totaling \$10,000,000 for costs associated with master planning, carrying costs, demolition, and redevelopment work for Block A of the North Housing Project, which includes 155 units of permanent supportive housing and senior housing, including Linnet Corner. Funds are disbursed to ICD on an as-needed basis.

The portions allocated to the Linnet Corner project were converted into permanent financing at the construction loan closing. Staff will be preparing a loan draw to document the recast of all expenses paid through the predevelopment loan to the Alameda Affordable Housing Trust Fund (AAHTF) fund when the State of California Department of Housing and Community Development (HCD) releases the state matching funds per the HCD Standard Agreement for this project. All prior and future costs incurred by the project through conversion will be paid by financing committed to the project through a monthly draw request to the funders.

The current total predevelopment loan on the Linnet Corner project to be recast is \$1,954,192.87 net of anticipated soil stabilization costs.

AHA and ICD have completion and lease-up guarantees on this development. To date, the construction is on time and on budget.

CEQA

Not applicable.

RECOMMENDATION

Accept the Monthly Construction Report for Linnet Corner.

ATTACHMENTS

1. Linnet Corner - Monthly Budget Tracking (March 2024)

Respectfully submitted,



Paris Howze, Project Manager

Linnet Corner
Monthly Update - as of March 31, 2024

Total Development Costs to Date				
	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
Land & Holding Costs	\$640,864.00	\$525,802.22	82%	\$115,061.78
Hard Costs	\$36,513,061.00	\$1,389,832.90	4%	\$35,123,228.10
Soft Costs	\$16,118,331.00	\$2,596,506.01	16%	\$13,521,824.99
Total	\$53,272,256.00	\$4,512,141.13	8%	\$48,760,114.87

General Contract Status	
Total Contract Value	\$29,561,506.75
Change Orders	\$0.00
Revised Contract Value	\$29,561,506.75
Value of Work Completed to Date	\$1,389,832.09
Retention Withheld	\$80,187.69
Amount Paid to Date	\$1,309,644.40
Balance to Finish	\$28,251,862.35
% Construction Complete	4.70%

Contingency Utilization		
	Hard Cost	Soft Costs
Total Contingency Approved	\$1,738,717.00	\$450,000.00
Approved Change Orders to Date	\$0.00	\$0.00
Remaining Balance of Contingency	\$1,738,717.00	\$450,000.00
% of Contingency Used	0.00%	0.00%



Housing Authority
of the
City of Alameda

PHONE: (510) 747-4300
FAX: (510) 522-7848
TTY/TRS: 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners
From: Trevor Jones, Asset Manager
Date: April 17, 2024
Re: Accept the Quarterly LIHTC Portfolio Asset Management Fiscal Year-to-Date Financial Report through December 31, 2023.

BACKGROUND

The portfolio includes eight Low Income Housing Tax Credit (LIHTC) Partnership properties: Breakers at Bayport, Shinsei Gardens, Park Alameda, Jack Capon Villa, Littlejohn Commons, Stargell Commons, Rosefield Village, and Everett Commons. The projects were built between 2006 and 2022 with a cumulative unit count of 347 units (80% family, 12% senior, and 8% special needs), of which, 50% of the units are supported by a combination of various Section 8 rental subsidy programs (Project-Based Voucher, Housing Choice Voucher, and Veterans Affairs Supportive Housing Project-Based Voucher).

The Housing Authority of the City of Alameda (AHA) owns all the land with the exception of Park Alameda; thus, all partnerships include a land lease, and AHA’s role varies from Co-General Partner (Co-GP), General Partner (GP), to Special Limited Partner (SLP). Island City Development (ICD) is the developer for Rosefield Village, Littlejohn Commons and Everett Commons and co-developer for Stargell Commons.

DISCUSSION

This memo provides an overview of the Low-Income Housing Tax Credit (LIHTC) partnership properties’ year- to- date financial report through the month of December 2023. These properties run on a fiscal year ending December 31. This report tracks performance per the budget and includes achievements, items of note, and upcoming events or changes. Please note the figures used in this report may change and not match the audit.

Statements that apply to all properties:

Operating Revenue - Includes tenant rent, rental subsidy, vacancy loss, laundry income, and interest on accounts.

Tenant Receivables - Property Management and Resident Services assist residents



with applying for assistance and repayment agreements.
Operating Expense - Includes marketing, administrative, property management fees, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services.
Net Operating Income (NOI)- Operating Revenue minus Operating Expense
Debt Service Coverage Ratio will be denoted by DSCR.
Total Surplus Cash Flow will be distributed per the waterfall in accordance with the LPA, lender, and regulatory agreements.

Breakers at Bayport- 459 Neptune Gardens Avenue

Breakers at Bayport is a 52-unit Low Income Housing Tax Credit (LIHTC) development for families. Resources for Community Development (RCD) is the General Partner (GP) and The Breakers at Bayport L.P. is the Limited Partner (LP). The Housing Authority of the City of Alameda (AHA) owns the land. The Housing Authority of the City of Alameda (AHA) provided an original loan of \$2,015,000 and has a current balance of \$1,408,790, that bears no interest and matures in January 2059. John Stewart Company (JSCo) provides property management services. Operation Dignity provides resident services. The project was placed in service on March 29, 2006.

Unit matrix: 2Bed- 34 units, 3Bed- 18 units
Section 8 PBV: 15 units
Income and rent limits: 50%-60% AMI

- Operating Revenue is \$1,115,898, which is 2% (\$17,892) higher than budget.
- Occupancy is 99.4% (1> vacant units) as of December 31, 2023.
- Tenant Revenue is \$586,078 and Subsidy Revenue is \$533,082.
- Tenant Accounts Receivable are \$48,102. No tenants are currently facing termination for nonpayment. This includes residents with balances over 6 months delinquent.
- Operating Expenses are \$588,290, which is 1% (\$6,538) lower than budget due to high occupancy, low turnover, and lower than budgeted property insurance.
- Net Operating Income is \$527,608, which is 5% (\$24,430) higher than budget due to consistently high occupancy and lower than budgeted insurance.
- Replacement Reserve deposit requirement is \$15,500 annually.
- Mandatory hard debt service is \$139,152.
- Total Net Cash Flow is \$372,956, which is \$24,430 over budget.
- DSCR is 3.69.
- Asset Management Fee of \$3,460 is paid annually to AHA.
- RCD Collected an Incentive Management Fee of \$82,967 in 2023.

Shinsei Gardens- 401 Willie Stargell Avenue

Shinsei Gardens is a 39-unit Low Income Housing Tax Credit (LIHTC) development for families. RCD is the GP, Operation Dignity is the SLP, and National Equity Fund (NEF) is the LP. AHA owns the land, and also holds an Option to exercise the Right of First

Refusal (ROFR). AHA is in the process of closing the investor Limited Partner buyout in February 2024. JSCo provides property management services. Operation Dignity provides resident services. There is a loan of \$2,129,336 from AHA/CIC that bears no interest and matures on March 23, 2063. The project was placed in service on September 03, 2009.

Unit matrix: 1Bed- 6 units, 2Bed- 18 units, 3Bed- 12 units, 4Bed- 3 units

Section 8 PBV: 21 units

Income and rent limits: 20%-60% AMI

- Operating Revenue is \$911,715, which is 1% (\$12,274) lower than budget due to occupancy being lower than budget.
- Occupancy is 94% (2 vacant units) as of December 31, 2023.
- Tenant Revenue is \$399,095 and Subsidy Revenue is \$554,815.
- Tenant Accounts receivable are \$4,400. No tenants are currently facing termination for non-payment.
- Operating Expenses are \$461,379, which is 7% (\$28,339) higher than budget due to payroll being 19% over budget and higher than budgeted HVAC Maintenance. Payroll was not allocated to sister property correctly and we expect to receive a bill back in Q1, 2024.
- Net Operating Income is \$450,336, which is 8% (\$40,613) lower than budget due to lower than budgeted occupancy, higher cost of labor, and unanticipated HVAC expenses.
- Replacement Reserve deposit requirement is \$23,400 annually.
- No mandatory hard debt service.
- Total Net Cash Flow is \$426,936 which is \$40,613 under budget.
- DSCR is not applicable due to no hard loans.

Park Alameda- 2428 Central Avenue

Park Alameda is a 62-unit Low Income Housing Tax Credit (LIHTC) development for families. RCD is the managing Co-GP, AHA is the Co-GP, and Union Bank (UB) is the LP. AHA holds an Option to exercise the Right of First Refusal (ROFR) beginning in January 2025. AHA will be starting shortly on this and expects to do a similar arrangement as was done at Shinsei. RCD, the GP, owns both the land and the property. There is a loan of \$8,600,000 from AHA/CIC that bears no interest and matures September 2068. JSCo provides property management services. Operation Dignity provides resident services. The project was placed in service on December 27, 2012.

Unit matrix: 0Bed- 61 units, 2Bed- 1 unit (manager unit)

Section 8 PBV: 15 units

Income and rent limits: 50%-120% AMI

- Operating Revenue is \$775,026, which is 2% (\$16,351) lower than budget as a result of occupancy being materially under budget.

- Occupancy is 91% (6 vacant units) as of December 31, 2023.
- Tenant Revenue is \$503,506 and Subsidy Revenue is \$339,348.
- Tenant Accounts Receivable are \$118,032. No tenants are currently facing termination for nonpayment.
- Operating Expenses are \$785,987, which is about 27% (\$168,076) higher than budget.
 - The Administrative and Maintenance Payroll is \$55,299 over budget.
 - Elevator maintenance is \$8,307 over budget.
 - Flooring costs are \$6,195 over budget.
 - A collection loss of \$76,537 was accounted for as an expense compared to \$9,452 budgeted.
- Net Operating Income is \$(10,961), which is 106% (\$184,427) lower than budget.
- Replacement Reserve deposit requirement is \$31,930 annually.
- No Mandatory Hard Debt Service.
- Total Net Cash Flow is (\$42,891).

Stargell Commons- 2700 Bette Street

Stargell Commons is a 32-unit Low Income Housing Tax Credit (LIHTC) development for families. RCD is the GP, Wells Fargo Bank (WFB) is the LP, and ICD is the SLP. AHA provided a loan of \$2,000,000 at 3% interest payable through excess/distributable cash with a maturity date of December 2072. At this time, no principal payments have been made and \$238,298 of interest has accrued. AHA holds an Option to exercise the Right of First Refusal (ROFR), which can be exercised on or after December 31, 2031. JSCo provides property management services. Operation Dignity provides resident services. The project was built in May 2017.

Unit matrix: 1Bed- 5 units, 2Bed- 17 units, 3Bed- 10 units

Section 8 PBV: 7 units

Income and rent limits: 30%-60% AMI

- Operating Revenue is \$610,489, which is 6% (\$34,699) higher than budget.
- Occupancy is 99% (1> vacant unit) as of December 31, 2023.
- Tenant Revenue is \$372,479 and Subsidy Revenue is \$233,570.
- Tenant Accounts Receivable are \$12,127. No tenants are currently facing termination for nonpayment.
- Operating Expenses are \$378,115, which is 5% (\$18,868) lower than budget due to high occupancy and low turnover.
- Net Operating Income is \$232,374 which is 30% (\$53,567) higher than budget due to consistently high occupancy.
- Replacement Reserve deposit requirement is \$19,200 annually.
- Mandatory hard debt service is \$69,156.
- Total Net Cash Flow is \$144,018 which is \$53,567 over budget.
- DSCR is 3.08.

Jack Capon Villa- 2216 Lincoln Avenue

Jack Capon Villa is a 19-unit Low Income Housing Tax Credit (LIHTC) development for Persons with Developmental Disabilities. Satellite Affordable Housing Associates (SAHA) is the managing Co-GP, AHA is the Co-GP, and Bank of America (BofA) is the LP. AHA also holds an Option to exercise the Right of First Refusal (ROFR), which can be executed on or after December 31st, 2028. AHA has 3 current loans secured by the property. The first loan was for \$225,000 with an interest rate of 5% and current balance of \$52,238. The second AHA/CIC loan was for \$1,400,000 with an interest rate of 3% and current balance of \$1,400,000 excluding accrued interest of \$331,285. The third AHA loan was for \$200,000 with an interest rate of 3% and deferred payments until 2070. SAHA Property Management provides property management services. Housing Consortium of East Bay (HCEB) provides resident services. The project was placed in service on January 09, 2014.

Unit matrix: 1Bed- 16 units, 2Bed- 3 units

Section 8 PBV: 18 units

Income and rent limits: 50% AMI

- Operating Revenue is \$433,275 which is 5% (\$24,510) lower than budget due to higher than budgeted vacancy.
- Occupancy averaged 91% (2 vacant units) over the trailing 12 months and ended the year 100% occupied.
- Tenant Revenue is \$139,729 and Subsidy Revenue is \$333,551.
- Tenant Accounts Receivable are \$1,220.
- Operating Expenses are \$338,923, which is 15% (\$61,267) lower than budget due to conservative budgeting.
- Total Net Operating Income is \$94,352, which is 64% (\$36,757) higher than budget.
- Replacement Reserve deposit requirement is \$11,400 annually.
- Mandatory hard debt service is \$28,632.
- DSCR is 2.9.
- Total Net Cash Flow is \$54,320.
- The property budgeted aggressively with 1 vacant unit and conservatively with operating expenses, including large expenses that were not utilized, which explains the positive variance in total net operating income.

Littlejohn Commons- 1301 Buena Vista Avenue

Littlejohn Commons is a 31-unit Low Income Housing Tax Credit (LIHTC) development for Seniors. ICD is the GP and NEF is the LP. ICD also holds an Option/ Right of First Refusal which can be executed on or after August 1, 2030. FPI Management provides property management services as of January 1, 2023. LifeSTEPS provides resident services. The project was placed in service on July 31, 2018.

Unit matrix: 1Bed- 30 units, 2Bed- 1 unit

Section 8 PBV: 25 units

Income and rent limits: 30%-50% AMI

- Operating Revenue is \$663,772, which is 0% (\$1,719) higher than budget due to high occupancy.
- Occupancy is 99% (1> vacant unit) as of December 31, 2023.
- Tenant Revenue is \$149,403 and Subsidy Revenue is \$580,857.
- Tenant Accounts receivable are \$51,249. Nonpayment is being actively addressed.
- Operating Expenses are \$328,113, which is 2% (\$5,794), lower than budget due to lower payroll, lower turn costs and maintenance, as well as lower than budgeted accrued taxes and insurance.
- Net Operating Income is \$335,659, which is 2% (\$7,513) higher than budget due to high occupancy and lower than budgeted expenses.
- Replacement Reserve deposit requirement is \$15,500 annually.
- Mandatory hard debt service is \$236,508.
- Total Net Cash Flow is \$83,651 which is \$7,513 over budget.
- DSCR is 1.35

Everett Commons- 2437 Eagle Avenue

Everett Commons is a 20-unit Low Income Housing Tax Credit (LIHTC) development project for families. ICD is the GP and Enterprise is the LP. ICD also holds an Option to exercise the Right of First Refusal (ROFR) effective on or after the end of the compliance period in 2033. FPI Management provides property management services as of January 1, 2023. LifeSTEPS provides resident services. The project was placed in service on December 17, 2018.

Unit matrix: 1Bed- 4 units, 2Bed- 11 units, 3Bed- 5 units

Section 8 PBV: 12 units

VASH PBV: 5 units

Income and rent limits: 30%-60% AMI

- Operating Revenue is \$552,804, which is 2% (\$10,444) higher than budget.
- Occupancy is 98% (1> vacant unit) as of December 31, 2023.
- Tenant Revenue is \$138,962 and Subsidy Revenue is \$443,256.
- Tenant Accounts Receivables are \$51,249 with \$46,495 occurring during the moratorium. Nonpayment is being actively addressed.
- Operating Expenses are \$274,389, which is 2% (\$4,463) higher than budget due to operating and maintenance being higher than budget. In particular, there were a number of plumbing related expenses that caused the overage.
- Net Operating Income is \$278,415, which is 2% (\$5,981) higher than budget due to strong and stabilized occupancy.
- Replacement Reserve deposit requirement is \$13,506 annually.
- Mandatory hard debt service is \$215,916.
- Total Net Cash Flow is \$48,993 which is \$5,981 over budget.
- DSCR is 1.17. AHA will continue to monitor this property closely due to the low DSCR.

Rosefield- 727 Buena Vista Avenue

Rosefield is a 92-unit Low Income Housing Tax Credit (LIHTC) development project for families. FPI Management provides property management services as of January 1, 2023. LifeSTEPS provides resident services. The project was placed in service in 2022. Please note 2024 is the first full year of operating, so some numbers are skewed by the 2023 conversion to perm financing.

Unit matrix: Studio- 8 units, 1Bed- 35 units, 2Bed- 26 units, 3Bed- 23 units
Section 8 PBV: 23 units
Income and rent limits: 20%-80% AMI

- Operating Revenue is \$1,655,423, which is 14% (\$267,731) lower than budget.
- Occupancy averaged 95% (5 vacant units) over the past twelve months. Rosefield was affected significantly by the moratorium. While we could not serve notices during the Covid-19 Moratorium, residents let their delinquency build-up and many opted to move-out with large balances outstanding instead of going through courts or LifeSTEPS. Staff have payment plans with those who are willing to work with LifeSTEPSs and AHA. FPI and AHA are working hard to lease those units that vacated. Staff are holding weekly meetings with FPI. Leasing is ongoing and is expected to improve in 2024.
- Tenant Revenue is \$1,246,192 and Subsidy Revenue is \$680,024.
- Tenant Accounts receivable are \$294,796. Nonpayment is being actively addressed.
- Operating Expenses are \$718,447, which is 24% (\$224,937) lower than budget due to the per-unit expenses being materially lower than the rest of the portfolio. The size of the property and age of construction contribute significantly to the lower per-unit costs. Please anticipate expenses to stabilize with the budget in 2024.
- Net Operating Income is \$936,976, which is 4% (\$42,794) lower than budget due to increasing accounts receivable and lower occupancy.
- Replacement Reserve deposit requirement is \$55,200 annually.
- Mandatory hard debt service is \$724,692
- Total Net Cash Flow is \$157,084 which is \$42,794 under budget.
- DSCR is 1.22. AHA will continue to monitor this property closely due to the low DSCR.

Overall, the portfolio is performing strongly and AHA has established watchlists with FPI and JSCO to address issues stemming from moratoriums put in place during the pandemic. As these moratoriums are peeled back, AHA is working creatively with LifeSTEPS, legal, and FPI to create payment plans and keep our units occupied and in good standing. All the assets are able to fulfill mandatory hard debt service and deposit reserves with a debt service coverage ratio averaging at 3.3, ranging from 1.17 to 3.69. Also, all assets produce surplus cash/ residual receipts for distribution.

FISCAL IMPACT

None

CEQA

N/A

RECOMMENDATION

Accept the LIHTC Portfolio Asset Management Fiscal Year to Date Financial Report through the Month of December 2023.

ATTACHMENTS

1. AHA LIHTC Q4 2023

Respectfully submitted,
Trevor Jones
Trevor Jones, Asset Manager

LIHTC Q4 2023 REPORT

Income is on a Cash Basis

Expenses are on an Accrual Basis

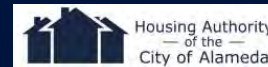
Income Variance is calculated Actual-Budget

Expense Variance is calculated Budget-Actual

TREVOR JONES
ASSET MANAGER

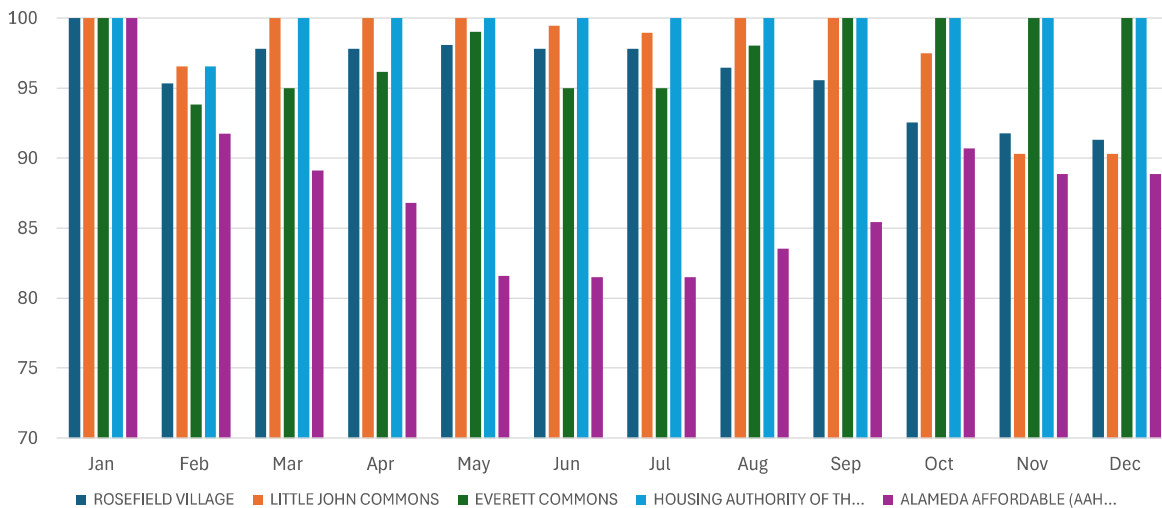


www.amedahsg.org



1

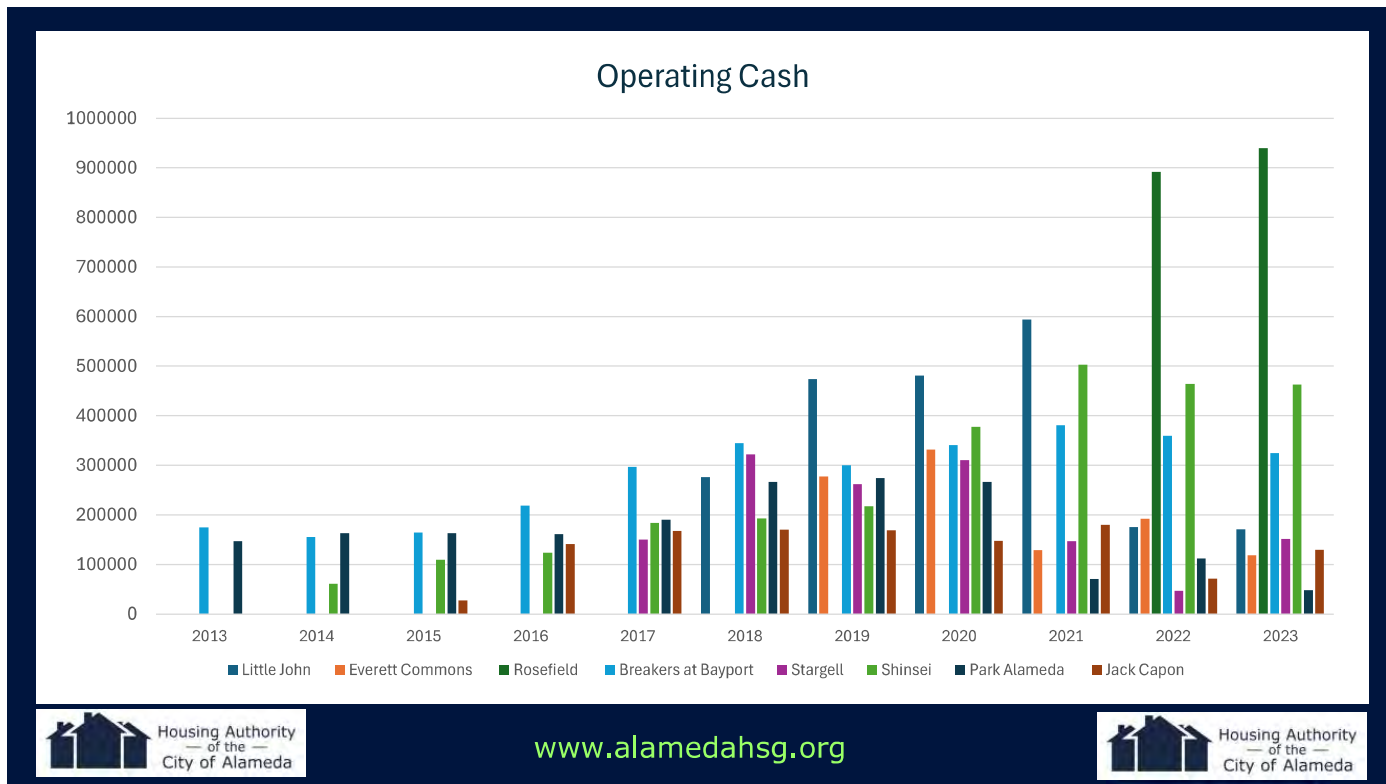
Occupancy



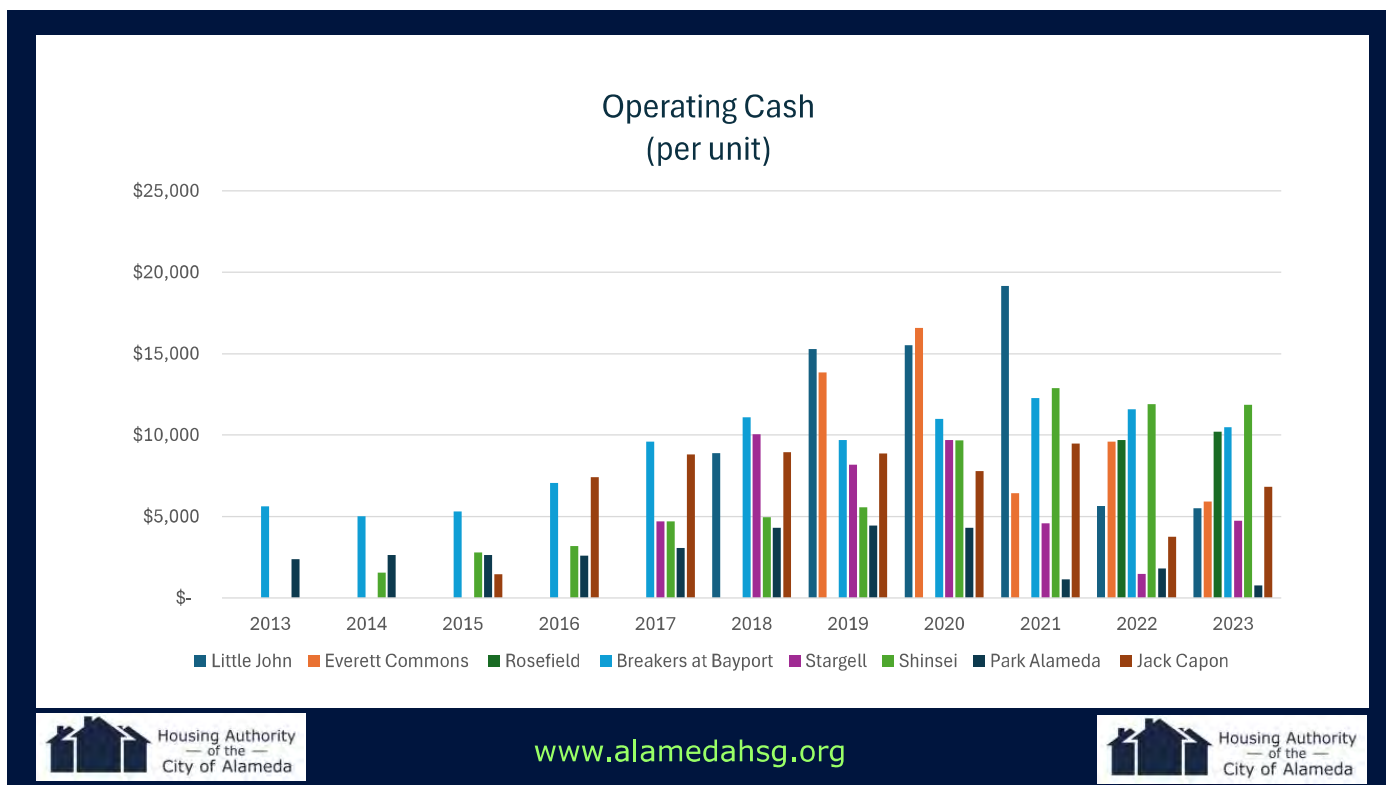
www.amedahsg.org



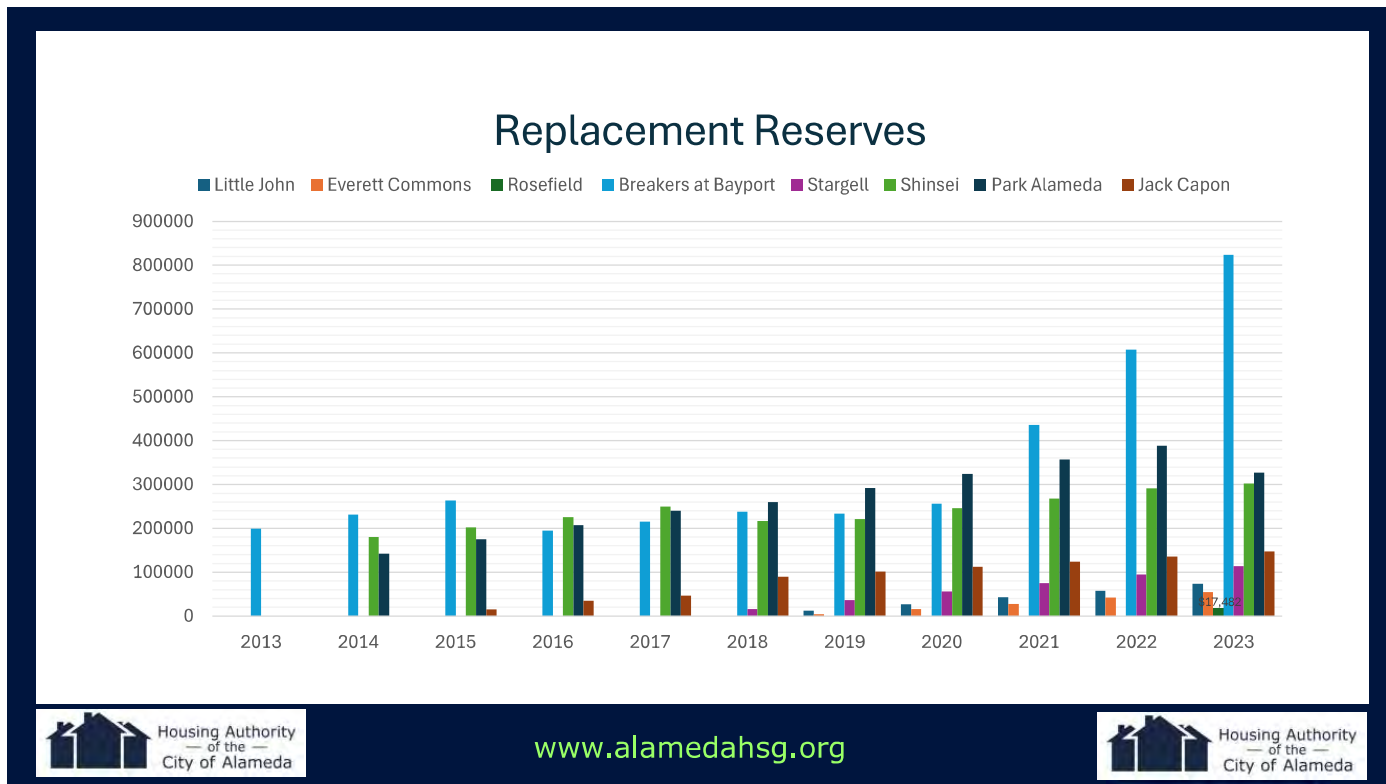
2



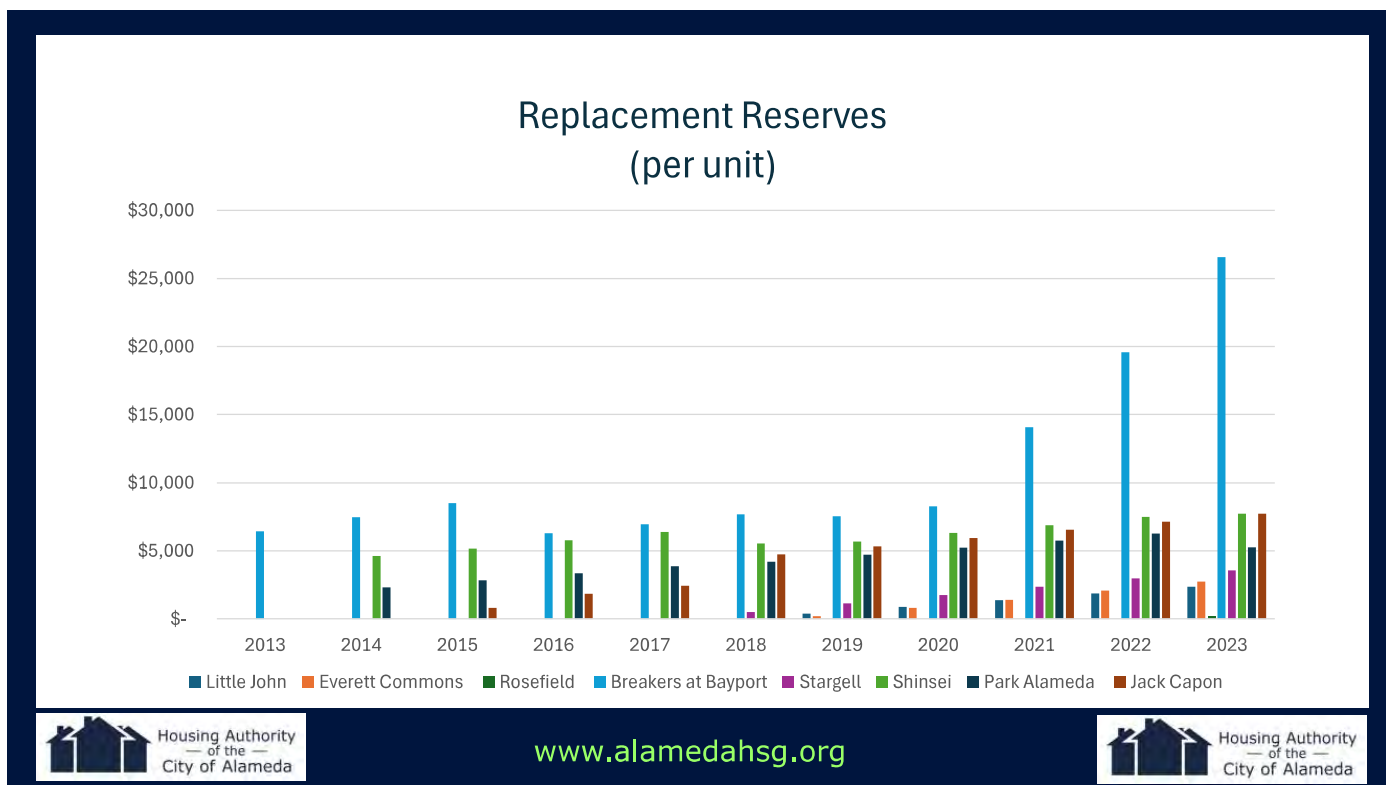
3



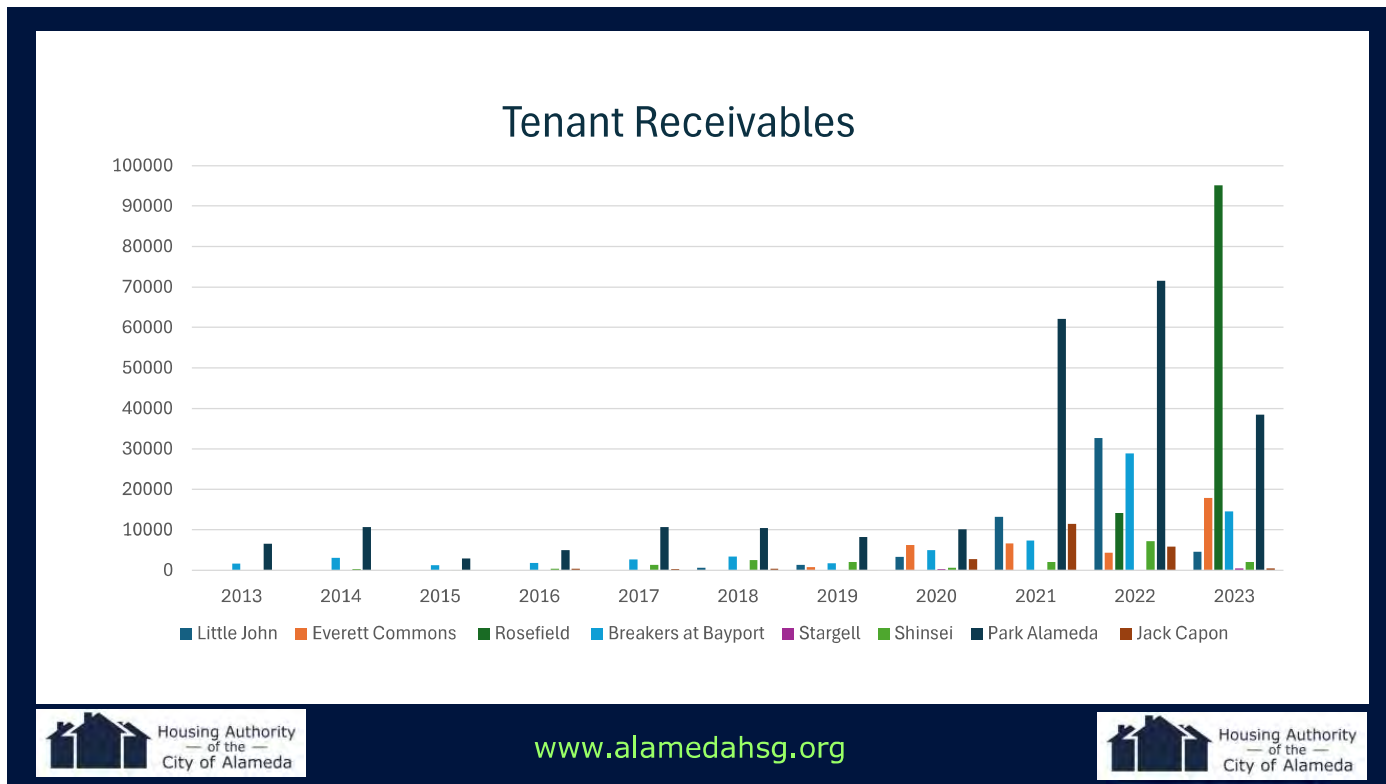
4



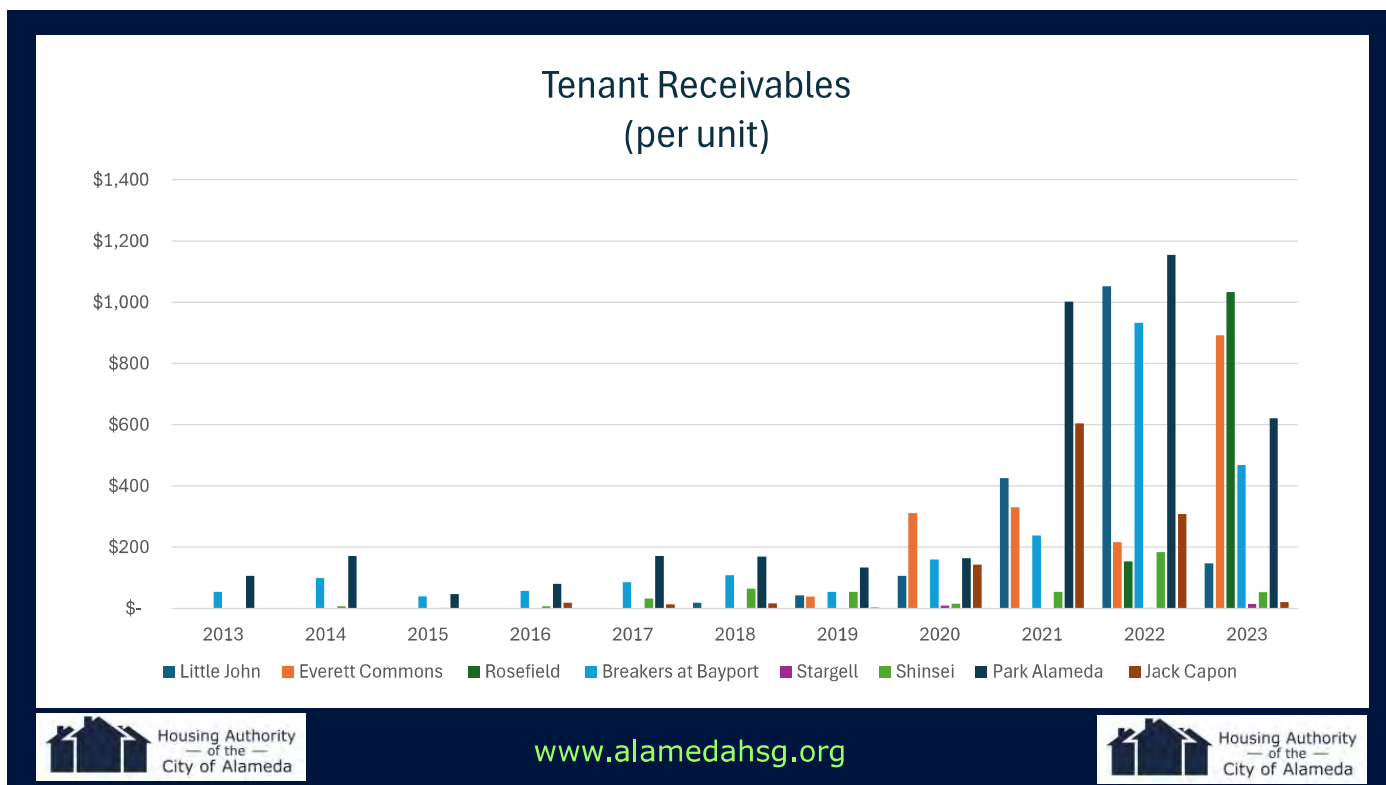
5



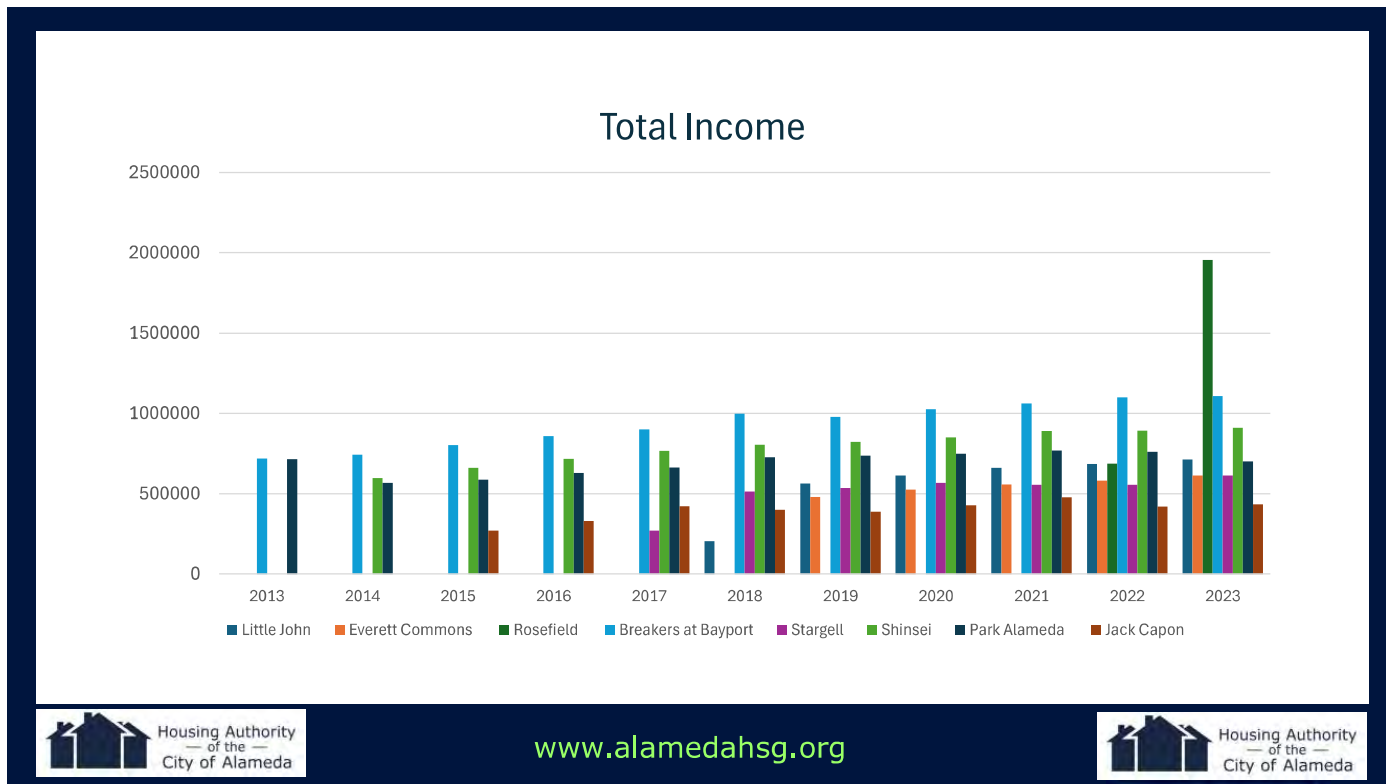
6



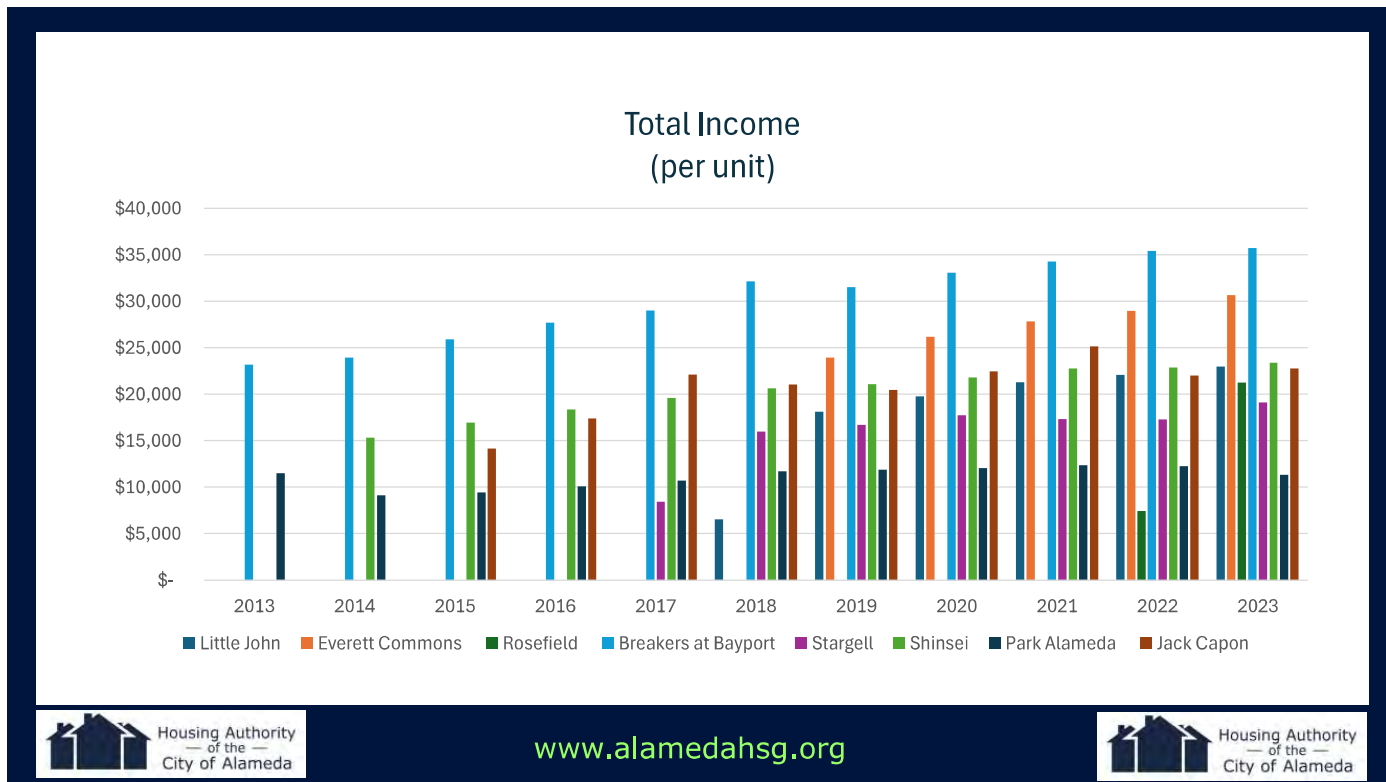
7



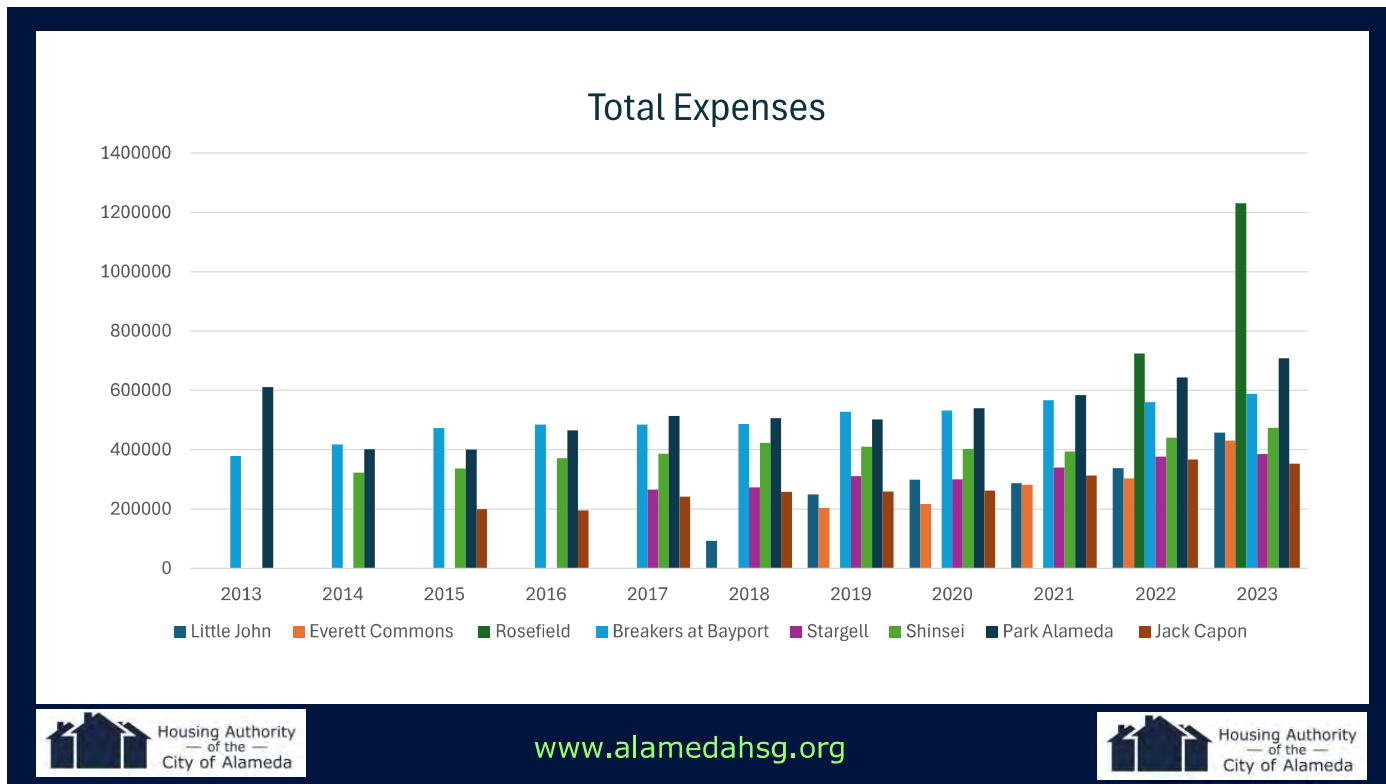
8



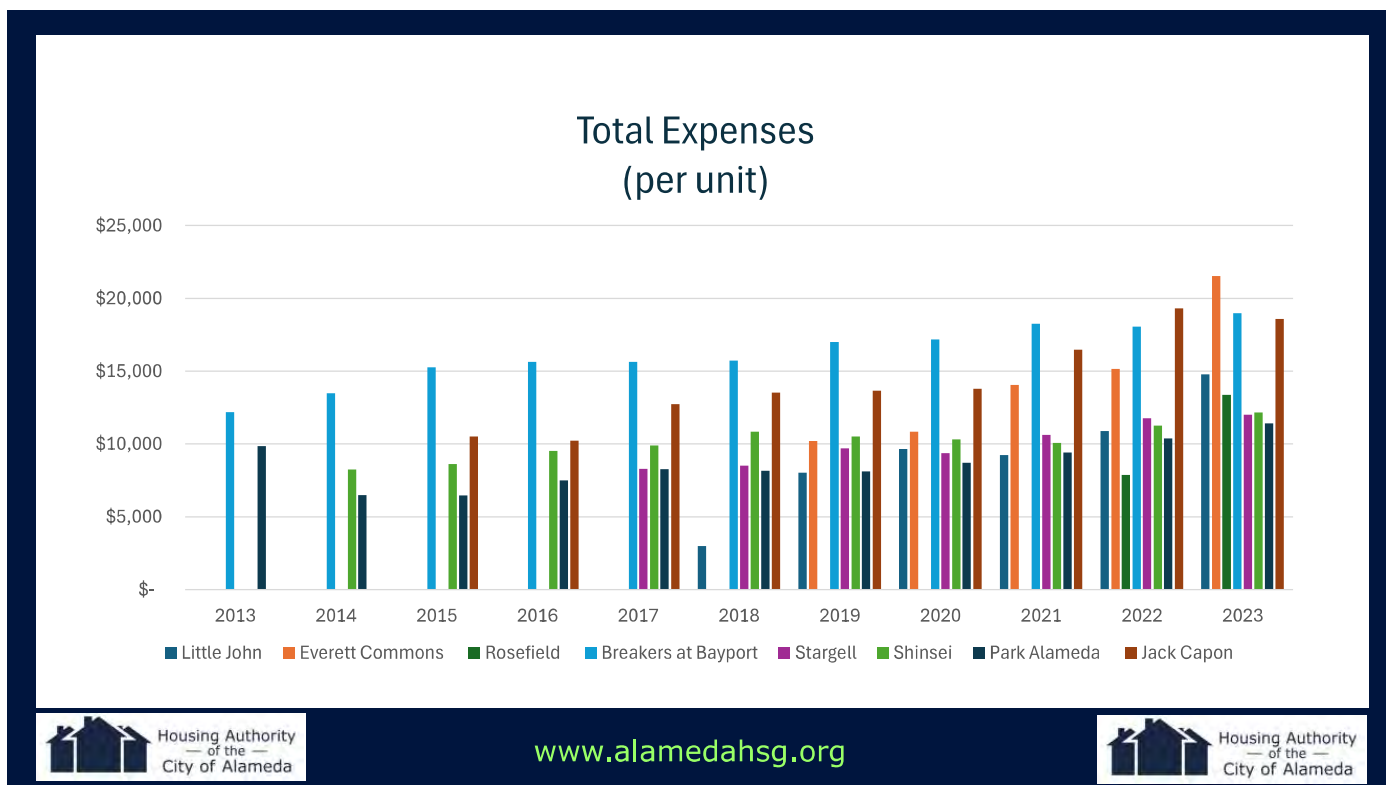
9



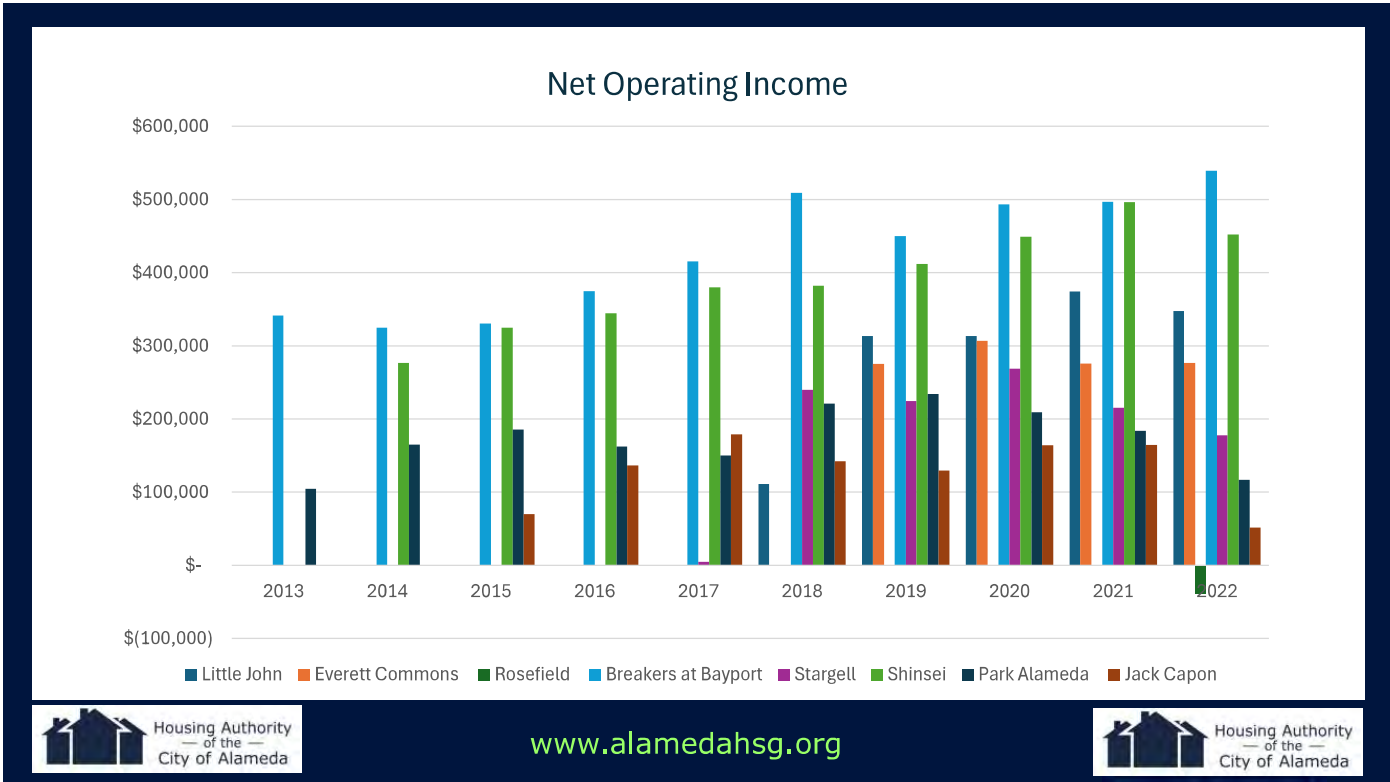
10



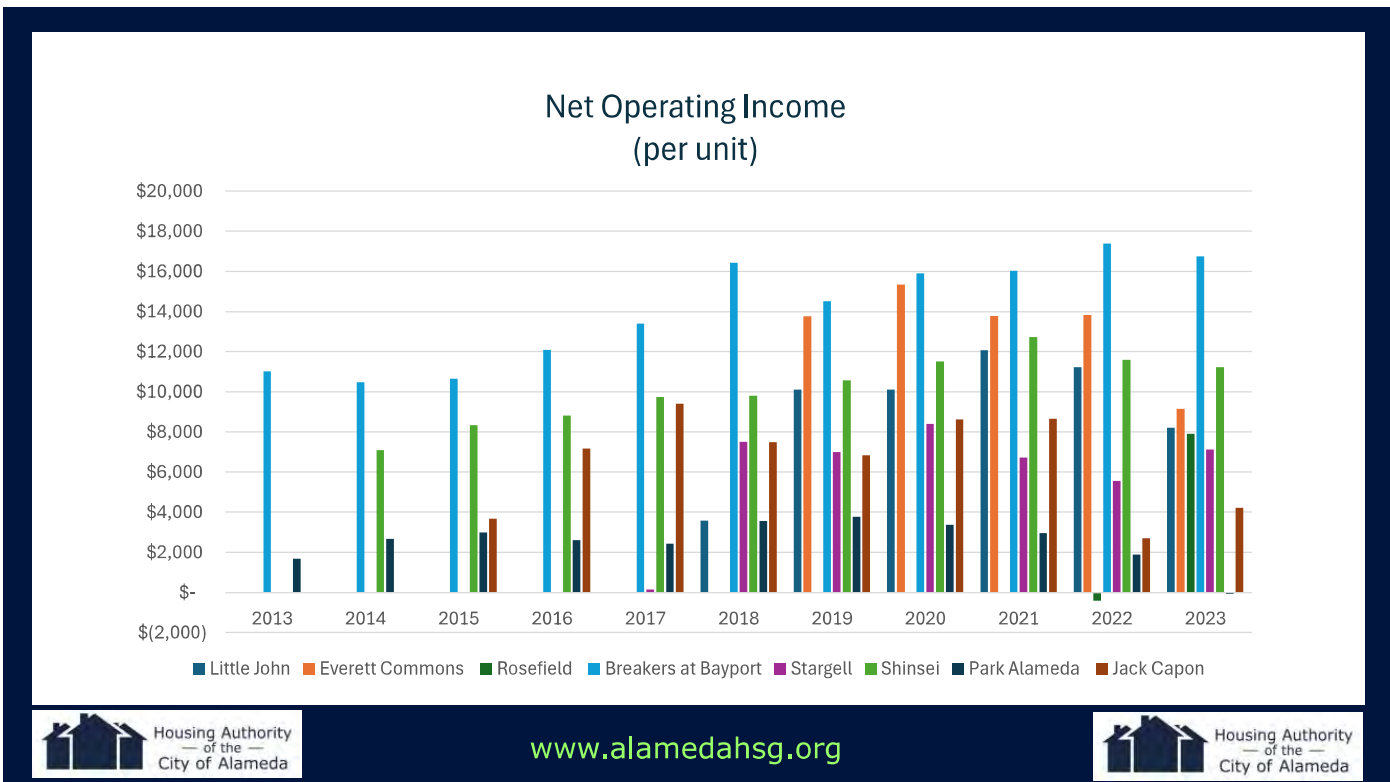
11



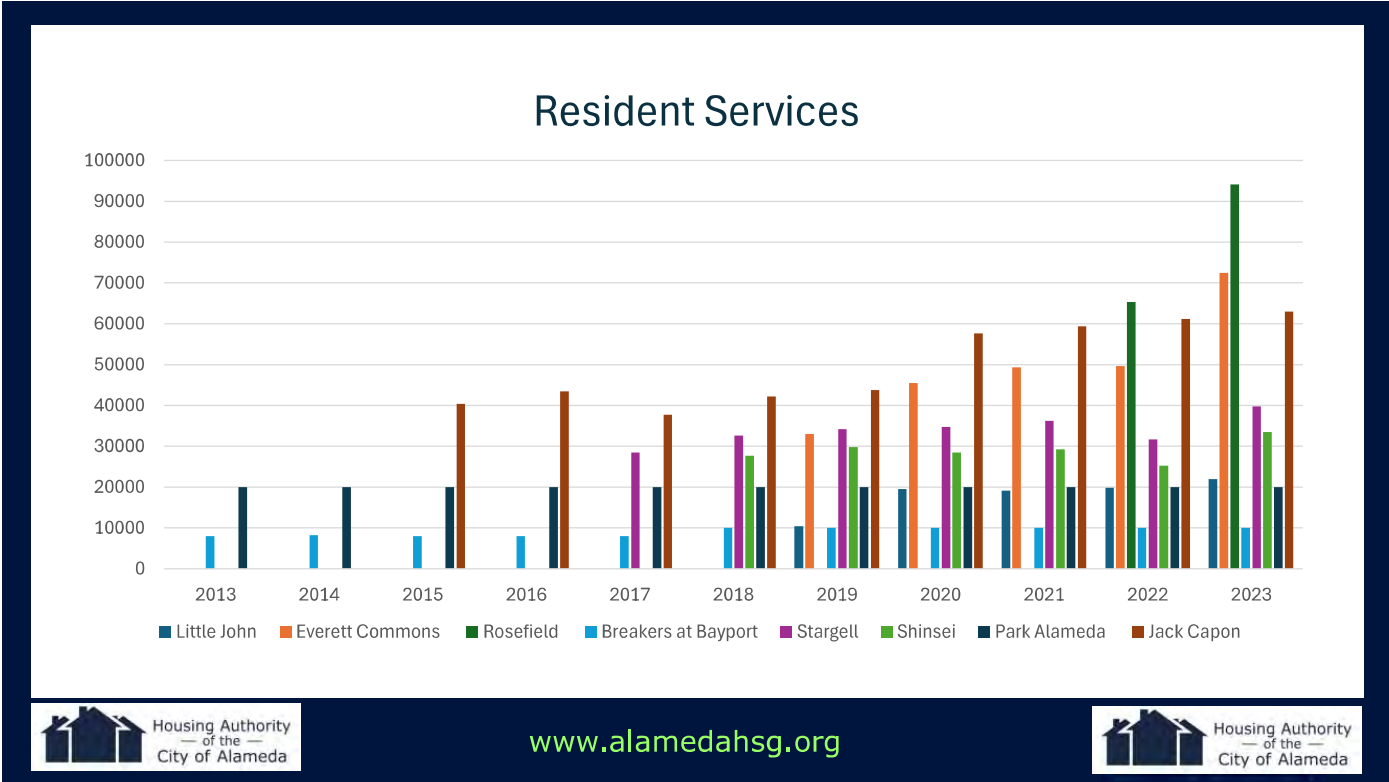
12



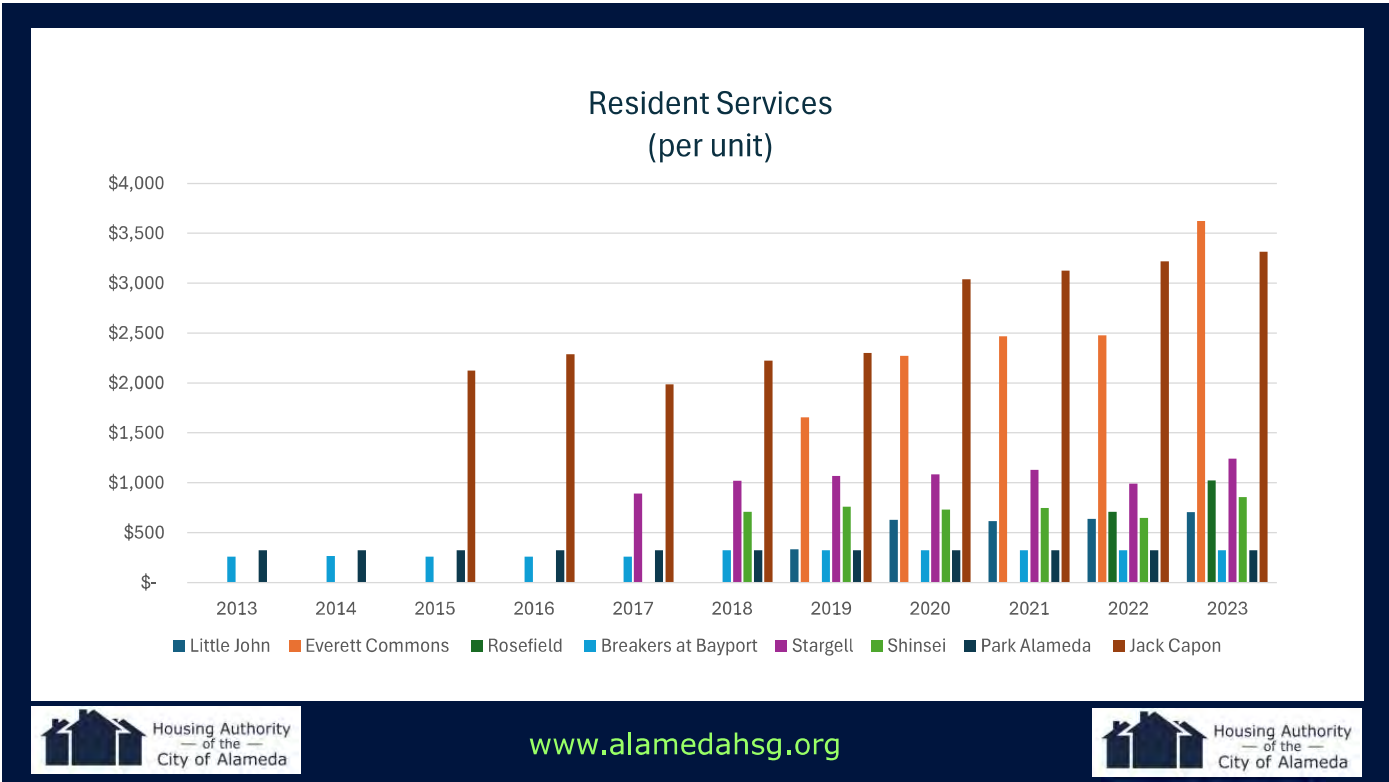
13



14

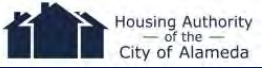
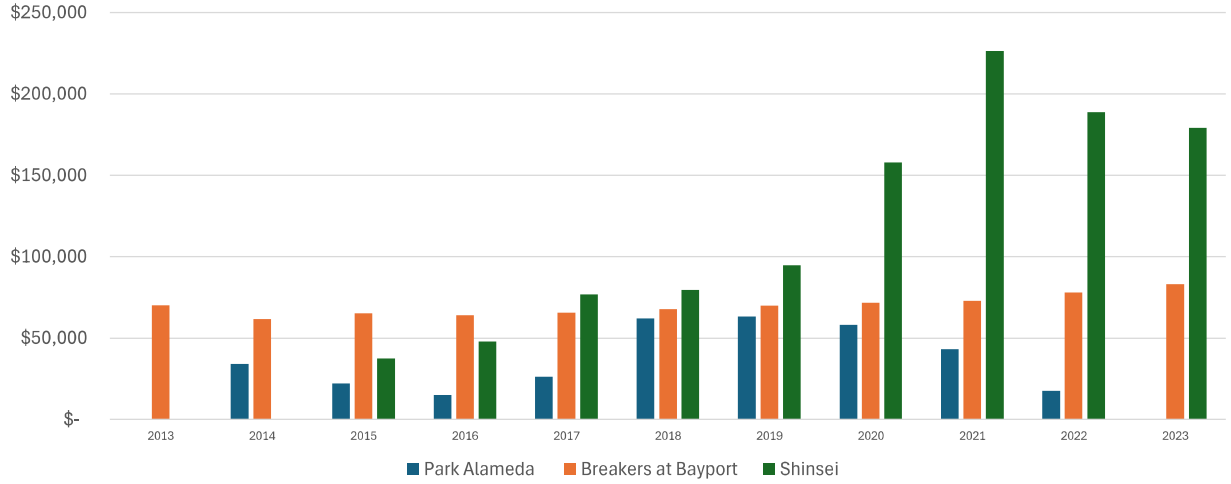


15

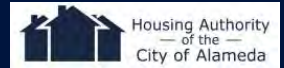


16

Incentive Management Fee



www.alamedahsg.org





Housing Authority
of the
City of Alameda

PHONE: (510) 747-4300
FAX: (510) 522-7848
TTY/TRS: 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Trevor Jones, Asset Manager

Date: April 17, 2024

Re: Accept the AHA/AAHC non-LIHTC Portfolio Asset Management
Fiscal Year-to-Date Financial Report through December 31, 2023.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) and the Alameda Affordable Housing Corporation (AAHC) hold a portfolio of affordable housing stock. The cumulative unit count is 543 units, of which 47% house seniors and 53% house families. Most of the units are supported by Project-Based Voucher and Housing Choice Voucher rental subsidy programs and do not have hard debt.

AAHC's portfolio includes Anne B. Diament Plaza (65 units), Independence Plaza (186 units), China Clipper Plaza (26 units), Eagle Village (36 units), Parrot Village (50 units), Esperanza (120 units), and Scattered Sites - Lincoln Willow (5 units), Stanford House (4 units), and Pulte Homes (18 units). The total number of units is 510.

AHA's portfolio includes Parrot Gardens (8 units) and Scattered Sites. The Scattered Sites are Condos (7 units), Mulberry Town Homes (4 units), Paru House (1 unit), Lincoln House (4 units), and Sherman House (9 units). The total number of units is 33.

Units owned by ICD and other properties with tax credits are reported on in the ICD packet.

For the months of July 2023 to December 2023, the property management duties were contracted to the FPI Management Company. The resident services were contracted to LifeSTEPS.

DISCUSSION

This memo provides an overview of the AHA/ AAHC portfolio asset management fiscal year-to-date financial report through the month of December 2023. This report tracks performance per the budget and includes achievements, items of note, and upcoming events or changes. Please note the properties' fiscal year-end is June 30, 2024, and the figures used in this report may change and not match the audit.



The properties faced some challenges last year including a transfer to a new property management company.

- Budgets were carried forward from JSCO to FPI with minimal changes. Staff expect to use a full zero-based budget method for 2024-25.
- Due to the COVID moratorium the portfolio has accrued large balances of Tenant Receivables. To put in perspective, \$628,964 of the total outstanding balance of \$738,626, was accrued before the expiration of the COVID moratorium (before July 2023). During the COVID moratorium, Landlords were unable to use many of our tools for working with residents to collect past due rent.
- Staff and FPI have worked through a systematic plan to get tenants on payment plans and to seek assistance through Resident Services.
- Total Operating Revenue: \$8,138,323 was 12% lower than budgeted \$9,280,306. This is primarily due to the necessary actions taken by AHA and FPI following the end of the COVID moratorium. AHA once again began sending out notices to residents for non-payment of rent as well as following our policy to send residents who do not follow the agreed-upon payment plan to legal. We anticipate operations to return to normal in 2024.
- Rent increases were also not sent in a timely manner for some sites by the prior property management company JSCO and, as such, the tenant revenue and subsidy revenue does not cover the full amount of Gross Potential Rent allowed by the affordability agreements. Regular rent increase submission has restarted under FPI in the fall and will continue.
- In regards to the Operating Expenses, overall expenses are 8% lower than budgeted. The properties were short-staffed for some time, lowering the payroll expenses for most properties for this period.
- Taking all of this into account, the Net Operating Income (NOI) overall is 15% lower than the budget.

For the following summaries, these statements apply to all properties:

- Operating Revenue - Includes tenant rent, rental subsidy (HAP), vacancy loss, laundry income, and interest on accounts.
- Tenant Account Receivable are on the whole decreasing as residents sign and pay on payment plans or move-out and are sent to collections.
- Operating Expense - Includes marketing, administrative, property management fees, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services.

- Net Operating Income (NOI) - Operating Revenue minus Operating Expense.
- Total Net Cash Flow will be distributed in accordance with the loan and regulatory agreements.
- Occupancy rate is an average of the period to date occupancy.

Anne B Diament Plaza (65 units)

- Operating Revenue is \$765,162, which is 2% (\$15,824) lower than budget.
- Occupancy averaged 97% (2 vacant units) over the Fourth Quarter.
- Tenant Revenue is \$238,352 and Subsidy Revenue is \$589,915 vs. budget \$237,978 and \$554,892 respectively.
- Tenant Accounts Receivable is \$37,325.
- Operating Expenses are \$206,249, which is 37% (118,687) lower than budget due to lower payroll and administrative costs. Using higher estimates of expenses when creating the operating and maintenance budget along with very little turnover resulted in spending half of what was budgeted for maintenance. Our temporary maintenance worker has accepted a full-time position at the property so payroll is expected to stabilize ahead of the 2024-2025 budget.
- Net Operating Income (NOI) is \$558,913, which is 23% (\$102,863) higher than budget, which is primarily due to the lower than budgeted expenses.
- Mandatory hard debt service and reserve deposit requirements are \$0.
- Total Net Cash Flow is \$558,913.

Independence Plaza (186 units)

- Operating Revenue is \$1,567,791, which is 29% (\$635,293) lower than budget. The CIC payment (other income) we plan on receiving in January 2024 accounts for \$734,686 which would result in a net positive Revenue to Budget variance.
- Occupancy averaged 97% (5 vacant units) over the Fourth Quarter.
- Tenant Revenue is \$1,439,731 and Subsidy Revenue is \$710,815.
- Tenant Account Receivable is \$34,508.
- Operating Expenses are \$623,612 which is 2% (\$14,088) lower than budget.
- Net Operating Income (NOI) is \$944,179, which is 40% (\$621,205) lower than the budget due to the CIC payment being received in January 2024 rather than in 2023 as budgeted.
- Mandatory hard debt service and reserve deposit requirements are \$388,548 and \$24,066 respectively.
- Debt Service Coverage Ratio is 2.37.
- Total Net Cash Flow is \$531,565.

China Clipper Plaza (26 units)

- Operating Revenue is \$294,965, which is 3% (\$10,532) lower than budget.
- Occupancy is currently 100% (0 vacant units) and averaged 99% from July to December.
- Tenant Revenue is \$85,864 and Subsidy Revenue is \$221,784.
- Tenant Account Receivable is \$21,111 with \$16,377 having accrued during the COVID moratorium period.
- Operating Expenses are \$121,889, which is 12% (\$16,818) lower than budget as a

result of not being fully staffed and having lower than budgeted property insurance.

- Net Operating Income (NOI) is \$173,076, which is 4% (\$6,286) higher than budget.
- Mandatory hard debt service and reserve deposit requirements are \$0.
- Total Net Cash Flow is \$173,076.

Eagle Village (36 units)

- Operating Revenue is \$543,056, which is 4% (\$24,561) lower than budget due to occupancy being lower than budget.
- Occupancy averaged 94% (2 vacant units) over the Fourth Quarter and we budgeted for less than one vacant unit.
- Tenant Revenue is \$151,302 and Subsidy Revenue is \$427,257.
- Tenant Account Receivable is \$28,543 and is primarily attributed to four residents with large accrued balances during the COVID moratorium.
- Operating Expenses are \$97,794, which is 51% (\$102,368) lower than budget mainly due to not needing to utilize large budgeted items such as office equipment and computer software expenses. There were some large accrued utility expenses that were reclassified which will be corrected with FPI's accounting team going forward. Insurance also came in materially under budget.
- Net Operating Income (NOI) is \$445,262, which is 21% (\$77,807) higher than budget.
- Replacement Reserve deposit requirements are \$12,750.
- Mandatory hard debt service is \$93,699.
- Debt Service Coverage Ratio is 4.62.
- Total Net Cash Flow is \$338,813.

Parrot Village (50 units)

- Operating Revenue is \$766,068, which is 15% (\$139,925) lower than budget due to long-standing vacant units.
- Occupancy averaged 84% (8 vacant units) over the Fourth Quarter, compared to our budget of 98% and 1 vacant unit. There was remediation in two units, and repairs to a unit that was damaged by a tree resulting in the residents' relocation to another unit.
- Tenant Revenue is \$266,305 and Subsidy Revenue is \$630,750.
- Tenant Account Receivable is \$308,210 with \$282,524 (92%) having accrued during the COVID moratorium.
- Operating Expenses are \$475,366, which is 51% (\$160,452) higher than budget. This is primarily due to expenses regarding the plumbing remediation, as well as rebuilding and relocating units 1866 and 1863 due to storm damage. Additionally, there were material expenses setting up an onsite office. During this period the property experienced 5 move-outs and 6 move-ins which contributed to higher than budget turnover costs.
- Net Operating Income (NOI) is \$290,702, which is 51% (\$300,377) lower than the budget.
- Replacement Reserve deposit requirements are \$12,750.
- Mandatory hard debt service is \$129,393.
- Debt Service Coverage Ratio is 2.15.
- Total Net Cash Flow is \$17,379 after capital expenses mainly attributed to the

flooded units.

Parrot Gardens (8 units)

- Operating Revenue is \$79,865, which is 30% (\$33,532) lower than budget.
- Occupancy is 100% (0 vacant unit). Note: one unit is being used as a shared office for Parrot Gardens and Parrot Village. Parrot Village pays a portion of the rent to Parrot Gardens for that use. Another unit is designated for the property manager.
- Tenant Revenue is \$71,912 and Subsidy Revenue is \$56,272.
- Tenant Account Receivable is \$21,165 with \$18,981 of that total being accrued during the COVID moratorium.
- Operating Expenses are \$40,172, which is 31% (\$17,954) lower than budget due to stable staffing and low turnover.
- Net Operating Income (NOI) is \$39,693, which is 28% (\$15,578) lower than budget.
- Mandatory hard debt service and reserve deposit requirements are \$0.
- Total Net Cash Flow is \$38,866 after capital expenses.

Esperanza (120 units)

- Operating Revenue is \$2,152,608, which is 1% (\$16,516) higher than budget.
- Occupancy averaged 97% (3 vacant units) over the Fourth Quarter.
- Tenant Revenue is \$479,277 and Subsidy Revenue is \$1,600,984.
- Tenant Account Receivable is \$219,867 with \$180,000 having accrued during the COVID moratorium.
- Operating Expenses are \$565,150, which is 10% (\$64,824) lower than budget. Payroll is \$18,627 under budget due to not having a leasing agent and utilities are materially below budget.
- Net Operating Income (NOI) is \$1,587,458, which is 5% (\$81,340) higher than budget.
- Replacement Reserve deposit requirements are \$18,300.
- Mandatory hard debt service is \$493,872.
- Debt Service Coverage Ratio is 3.18.
- Total Net Cash Flow is \$1,044,633 after capital expenses mainly attributed to flooring and appliance replacements on turns.

AHA Scattered Sites (25 units)

- Operating Revenue is \$301,419, which is 7% (\$22,622) lower than budget.
- Occupancy averaged 100% (0 vacant units) over the Fourth Quarter.
- Tenant Revenue is \$28,220 and Subsidy Revenue is \$229,207.
- Tenant Accounts Receivable is \$32,107 with \$24,073 having been accrued during the COVID moratorium.
- Operating Expenses are \$105,379, which is 32% (\$50,157) under budget. This is primarily due to a robust operating and maintenance budget while the property maintained 100% occupancy and did not have any unit turns. Insurance was also budgeted materially higher than actual.
- Net Operating Income is \$196,040, which is 16% (\$27,535) higher than budget.
- Mandatory hard debt service and reserve deposit requirements are zero.
- Total Net Cash Flow is \$196,040.

AAHC Scattered Sites (27 units)

- Operating Revenue is \$114,604, which is 30% (\$48,968) lower than budget as a result of high vacancy.
- Occupancy averaged 83% (4.7 vacant units) over the Fourth Quarter. Less than 1 unit was budgeted for vacancy.
- Tenant Revenue is \$110,607 and Subsidy Revenue is \$66,622.
- Tenant Account Receivable is \$43,148 with \$31,758 having been accrued during the COVID moratorium.
- Operating Expenses are \$71,190, which is 22% (20,617) lower than budget. A large portion of this is due to homeowner dues not being paid in full during this period. Additionally, we are not fully staffed while actively looking for a full-time maintenance tech.
- Net Operating Income is \$43,414, which is 40% (\$28,351) lower than budget.
- Mandatory hard debt service and reserve deposit requirements are zero.
- Total Net Cash Flow is \$16,796 after capital expenses for insurance damage and flooring.

FISCAL IMPACT

The properties are generally cash flowing positively and NOI overall is 5% higher than the budget. Continued efforts to collect tenant receivables and to fill units in a timely manner should help with lower-than-expected income going forward. In addition, PBV vacancy loss payments for 2023 were not paid until January 2024 so will show an income in later financials. On the expense side FPI has been directed to replace temporary site staff with permanent staff to reduce staff cost overruns. Staff are also working with FPI to ensure payables are paid more timely. In January the board approved the write-off of certain bad debt for residents no longer living at our properties.

CEQA

N/A

RECOMMENDATION

Accept the AHA/AAHC non-LIHTC Portfolio Asset Management Fiscal Year-to-Date Financial Report through December 31, 2023.

ATTACHMENTS

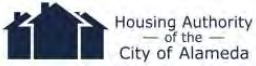
1. AHA Non-LIHTC Q4 2023

Respectfully submitted,
Trevor Jones
Trevor Jones, Asset Manager

Non-LIHTC Q4 2023 REPORT

Income is on a Cash Basis
Expenses are on an Accrual Basis
Income Variance is calculated Actual-Budget
Expense Variance is calculated Budget-Actual

TREVOR JONES
ASSET MANAGER

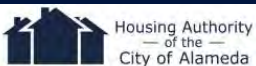
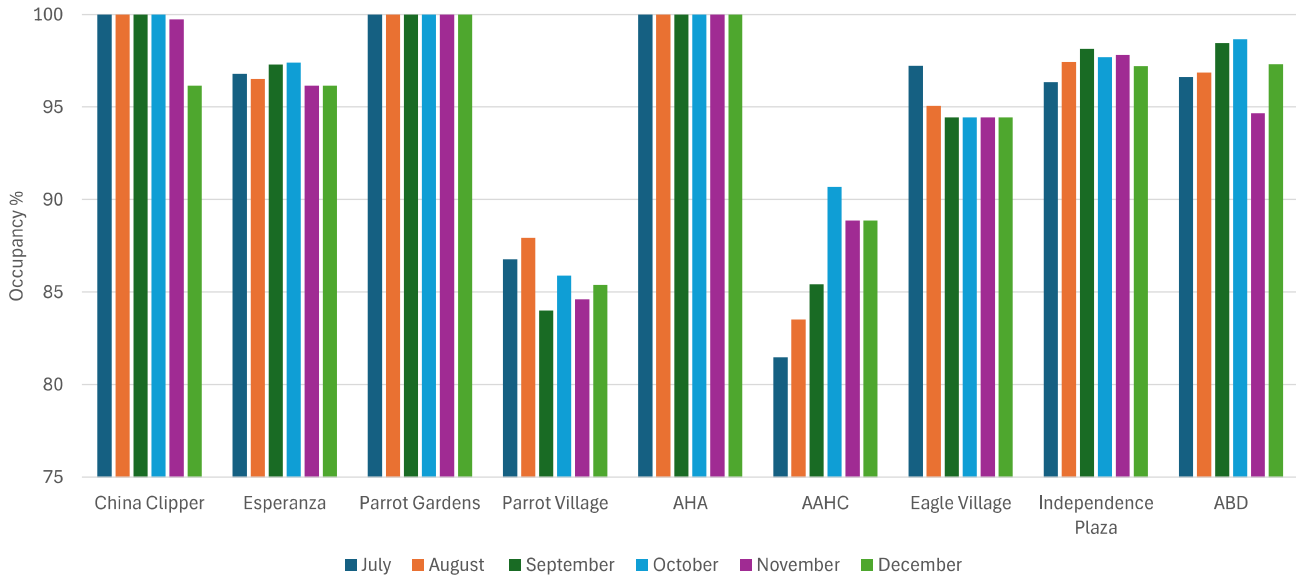


www.alamedahsg.org

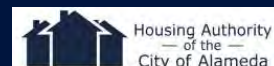


1

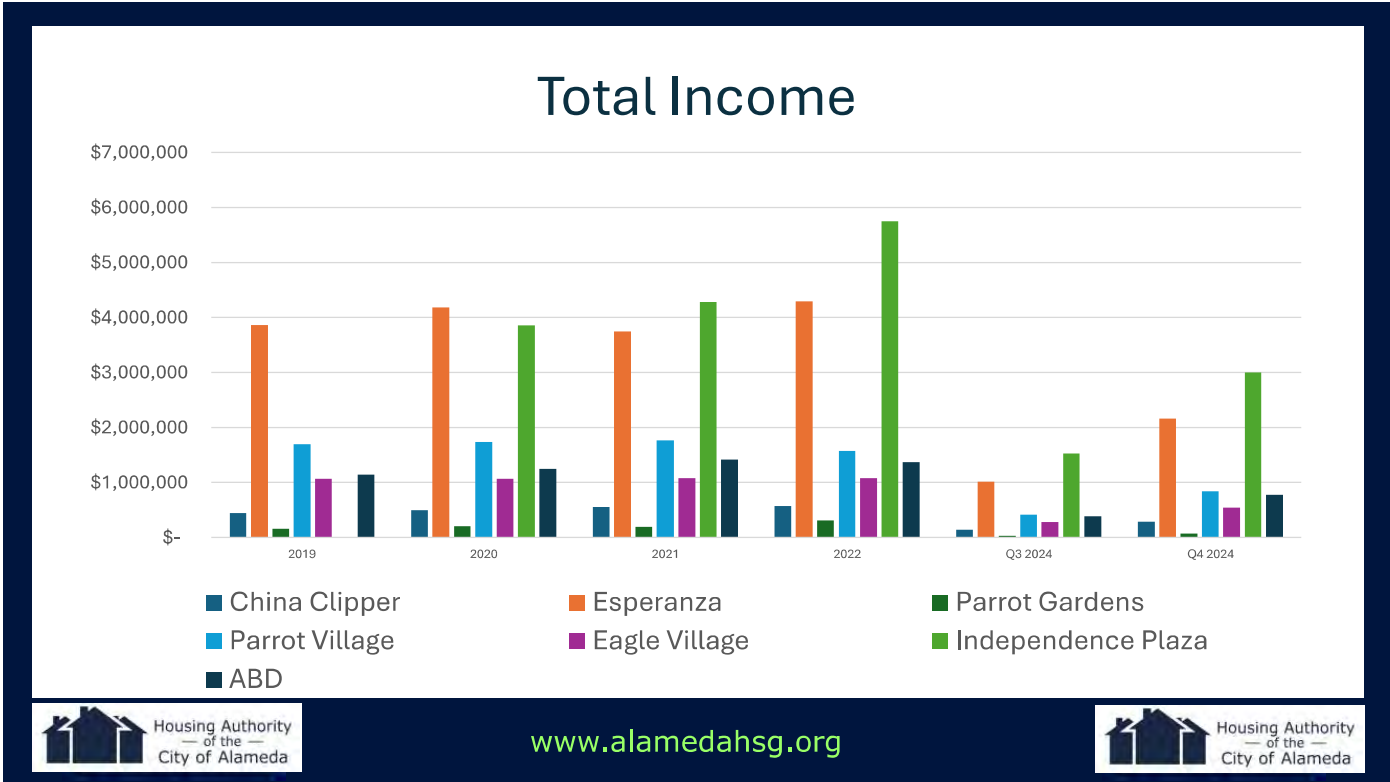
Occupancy



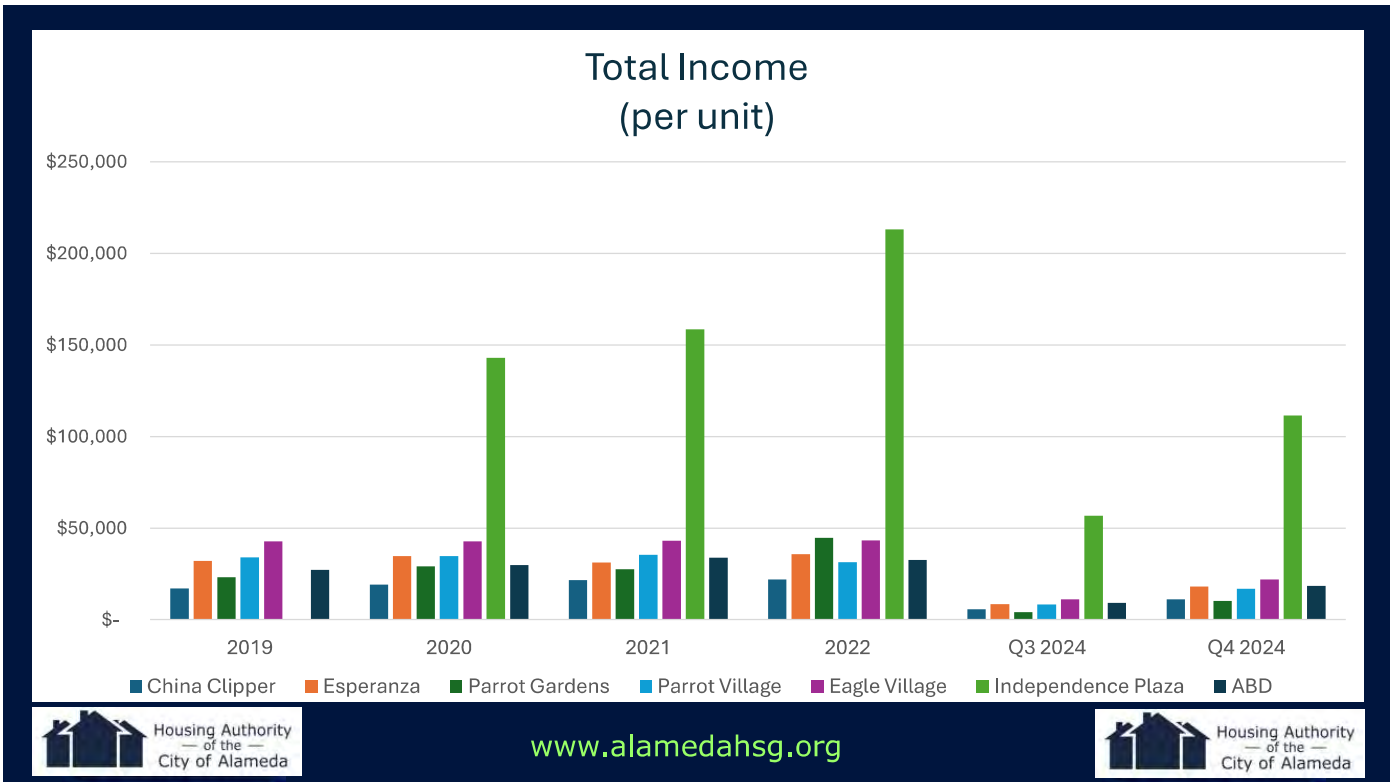
www.alamedahsg.org



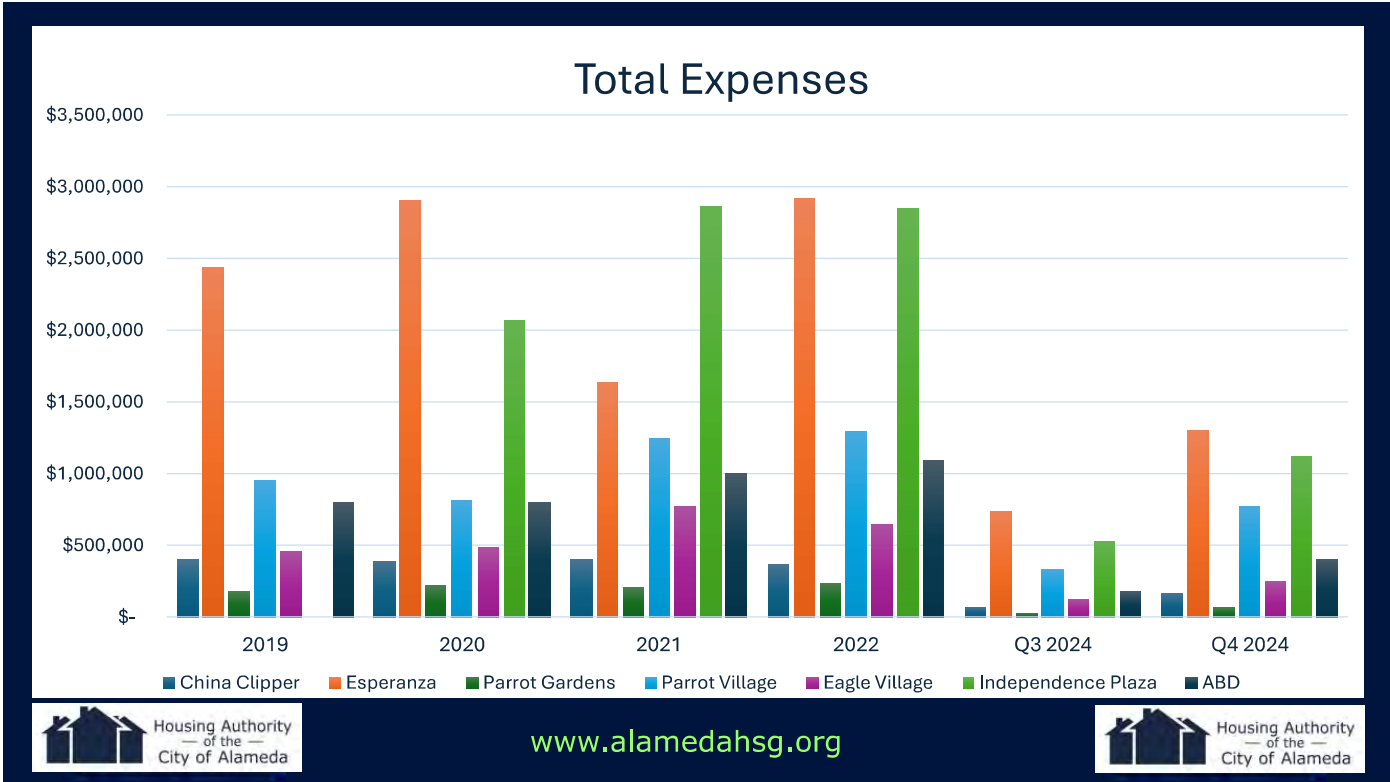
2



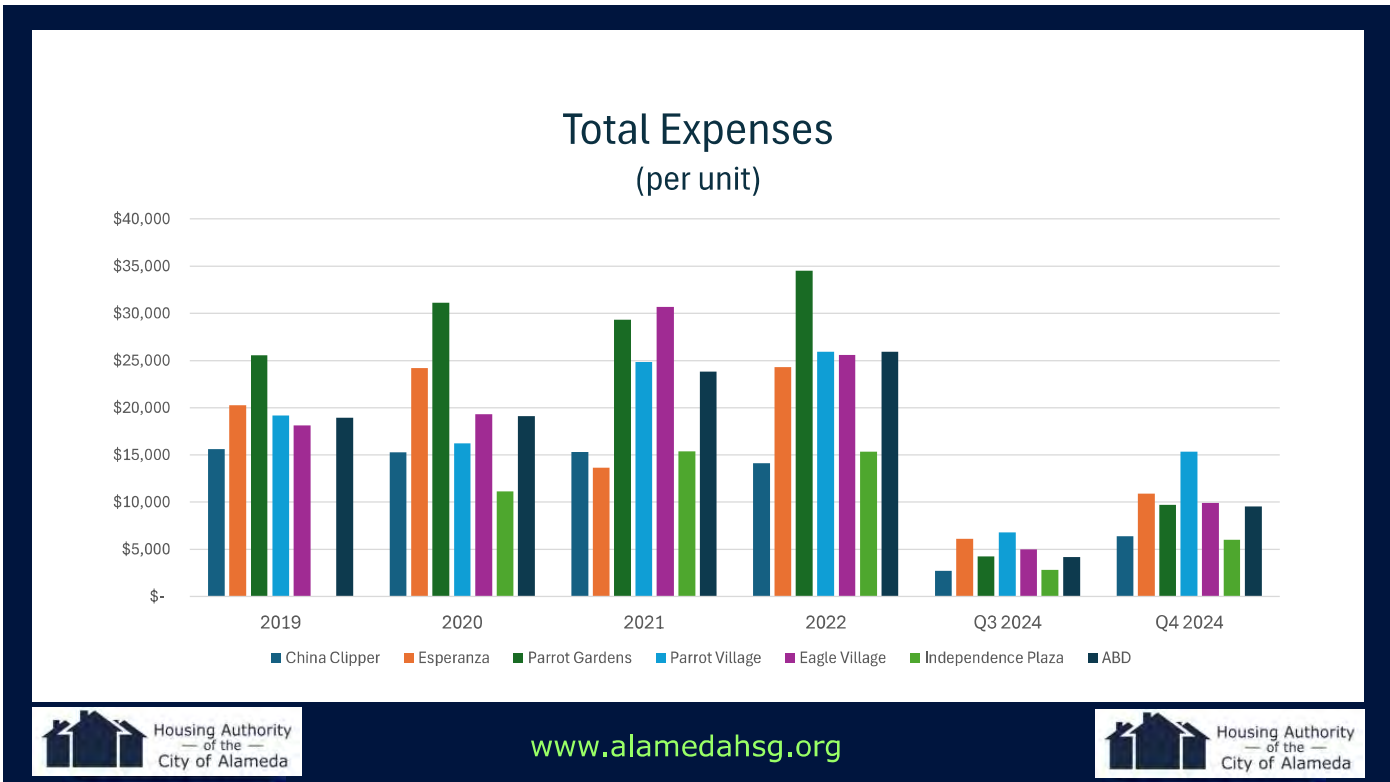
3



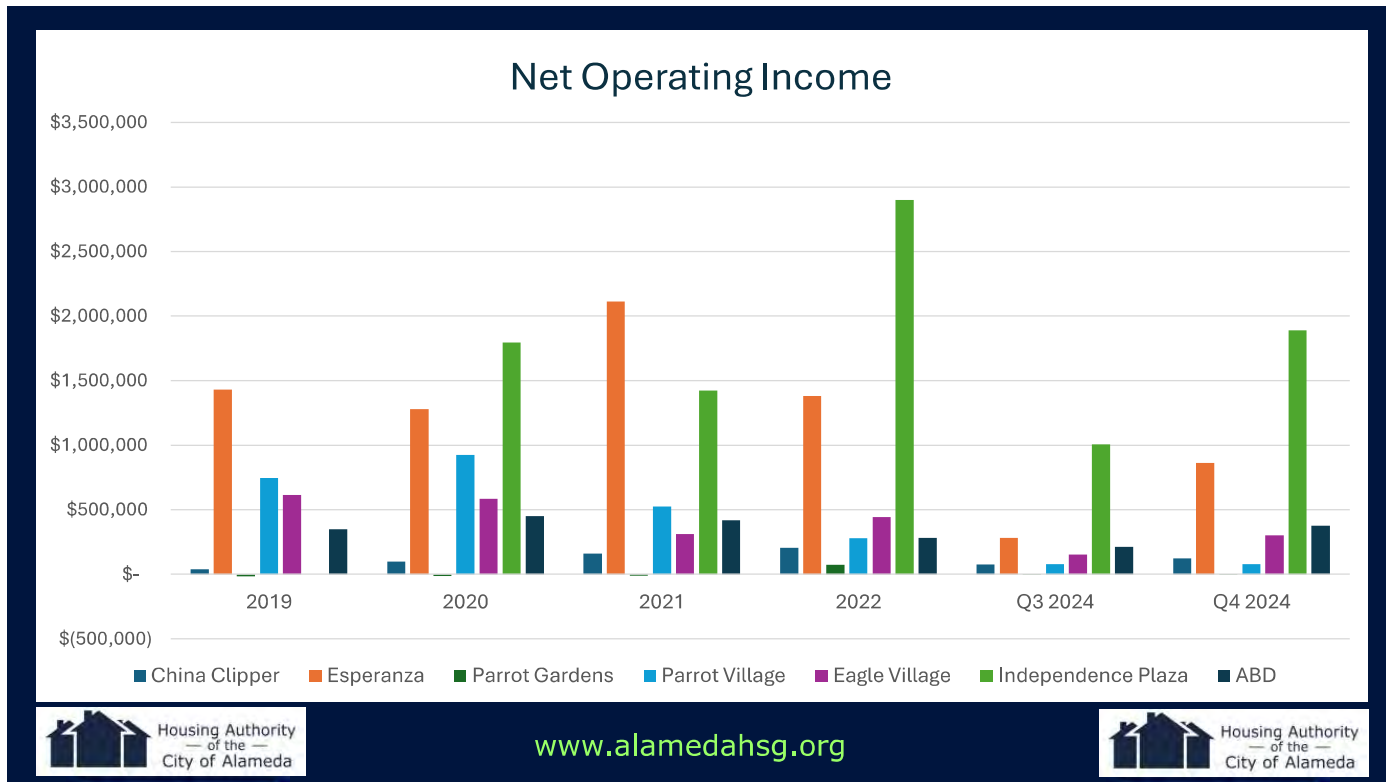
4



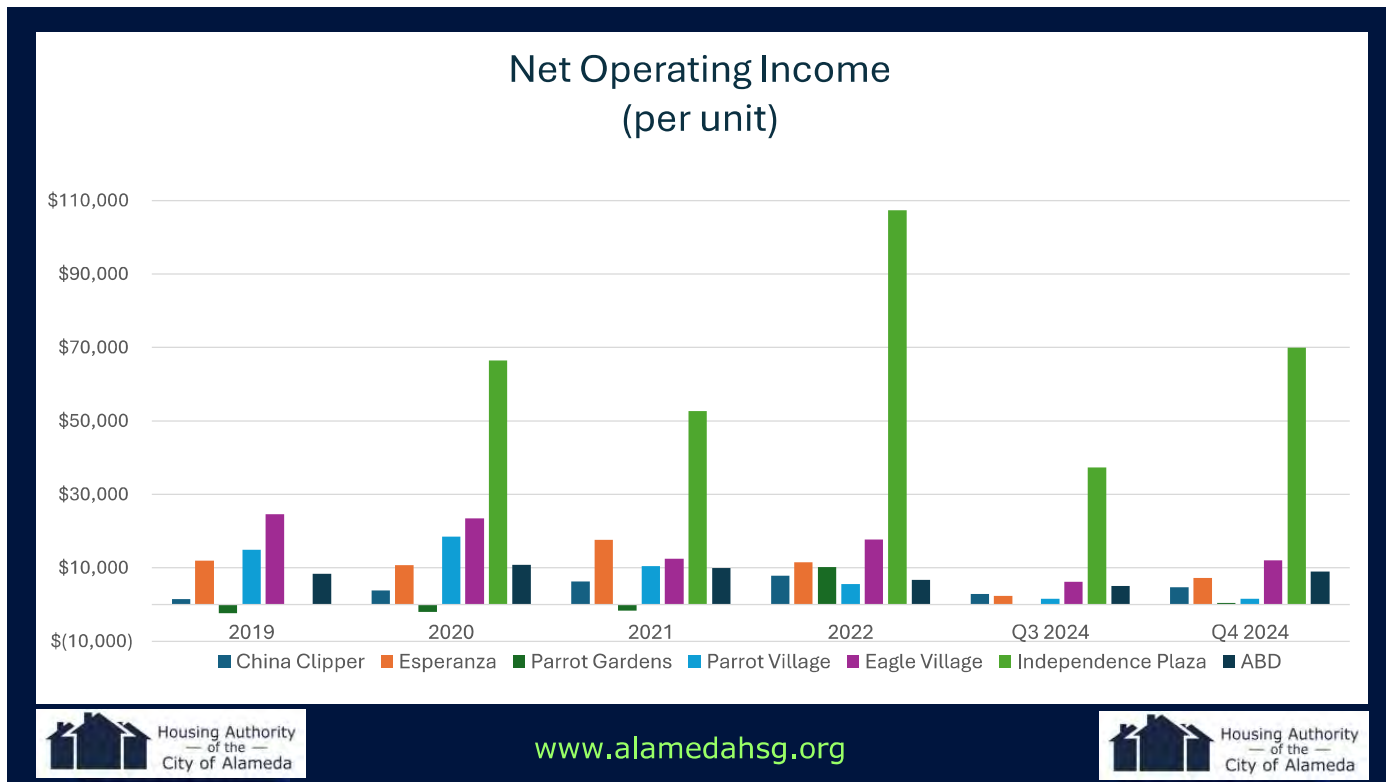
5



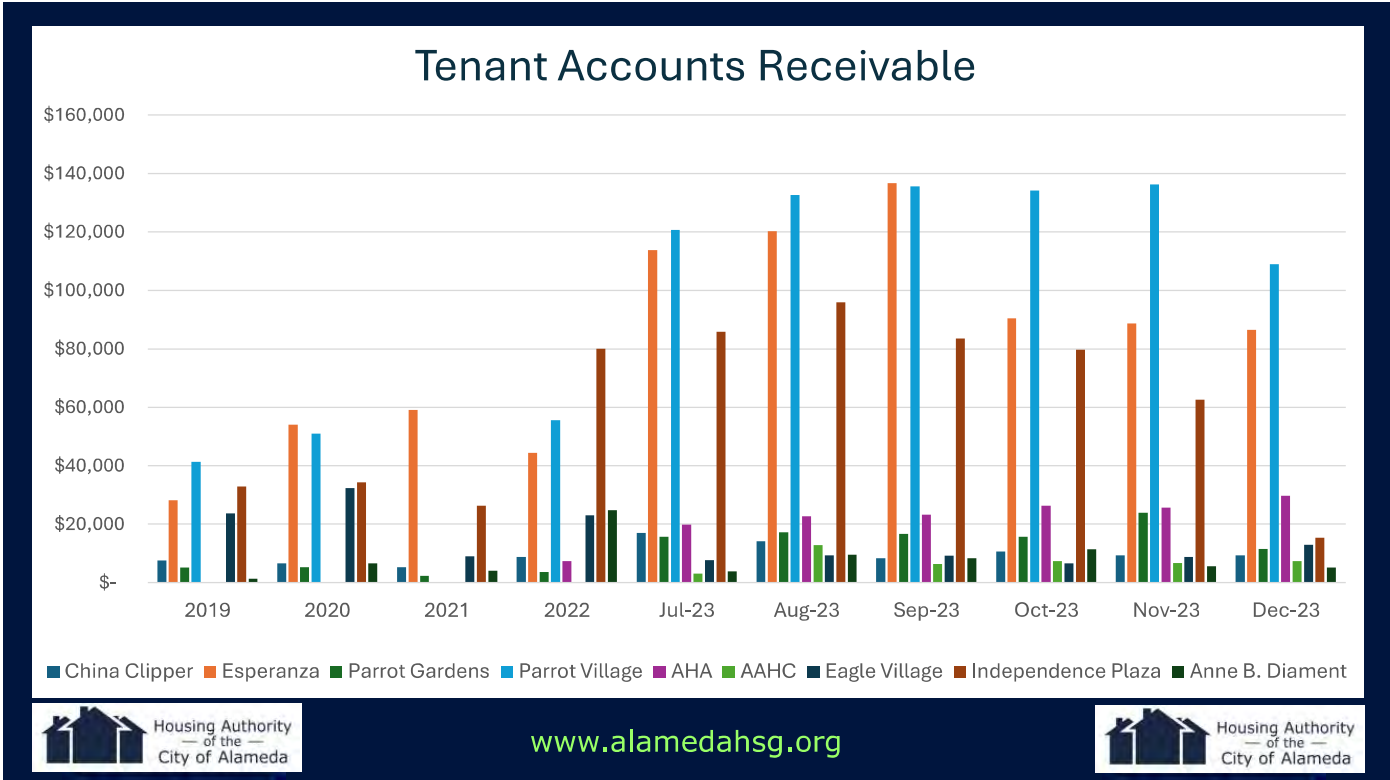
6



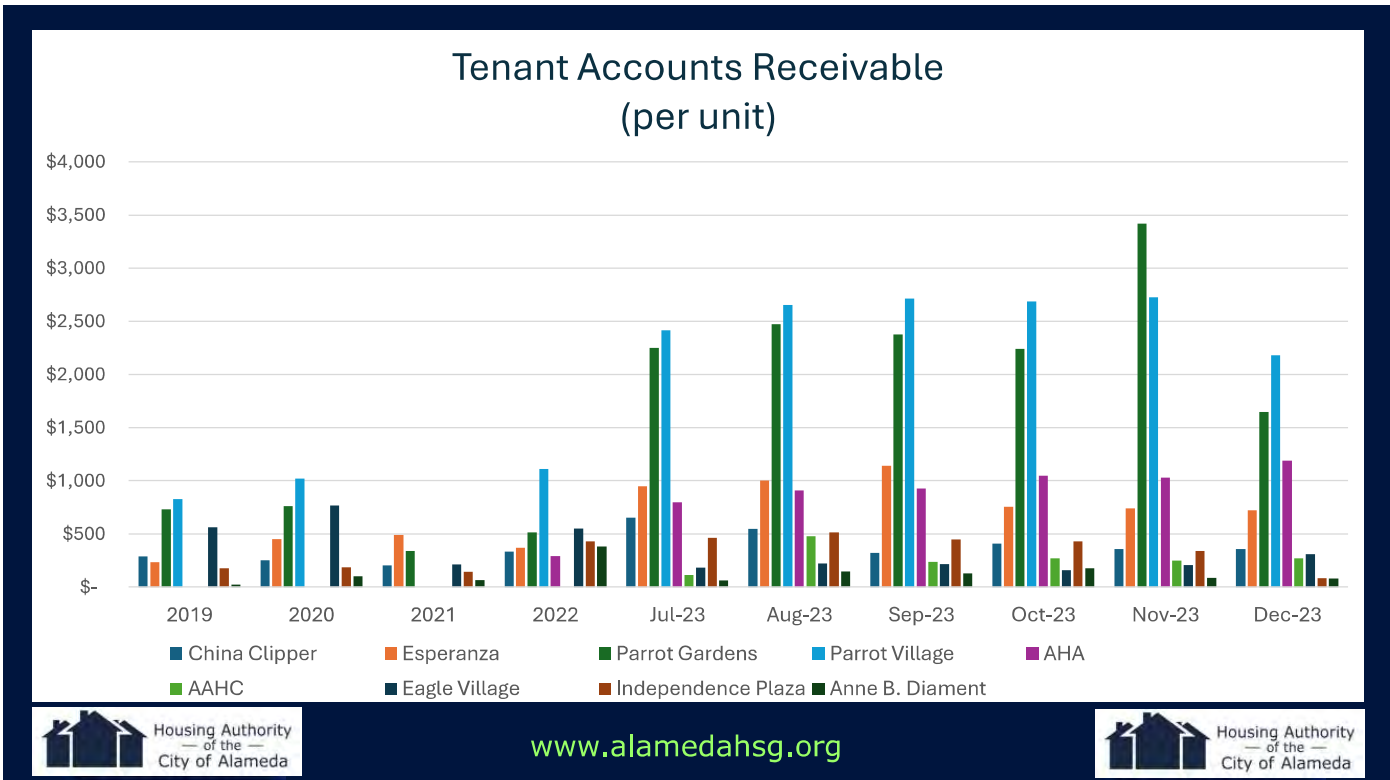
7



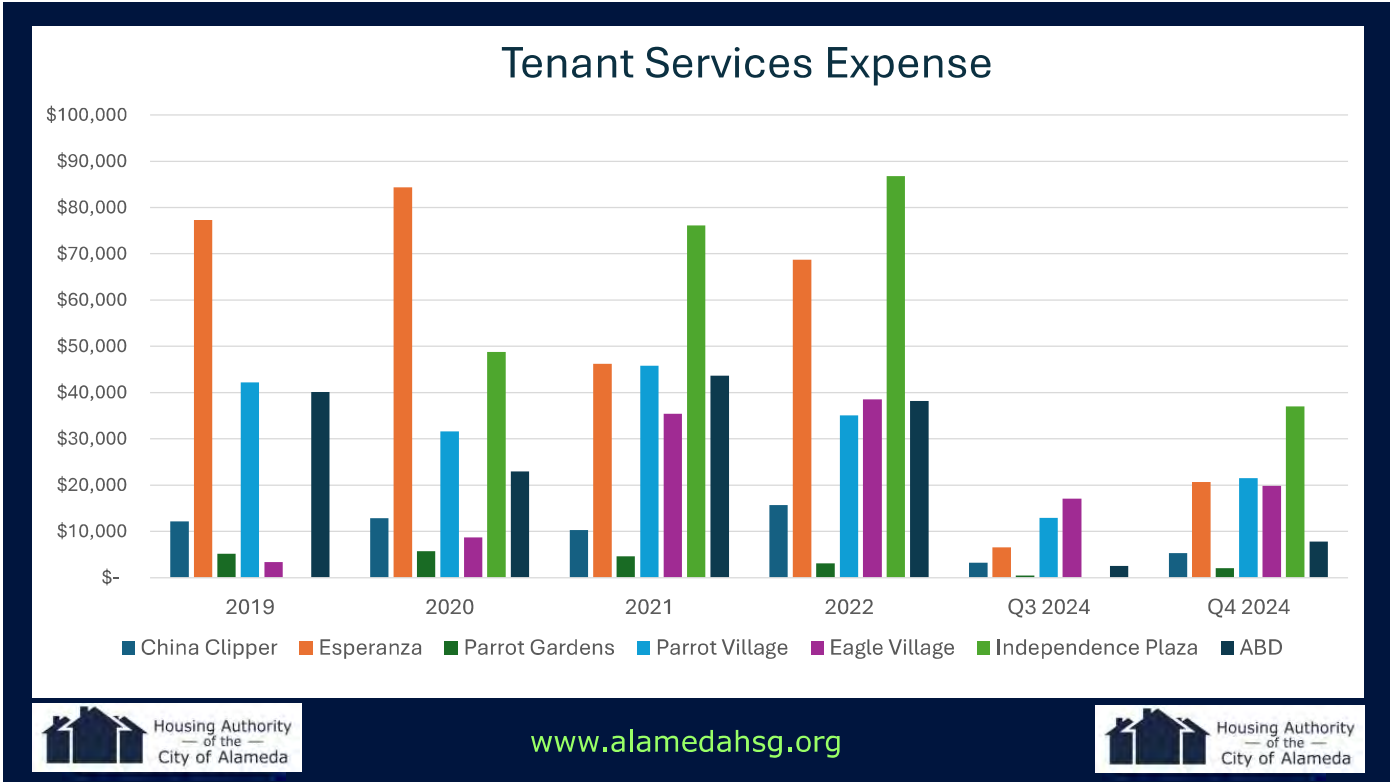
8



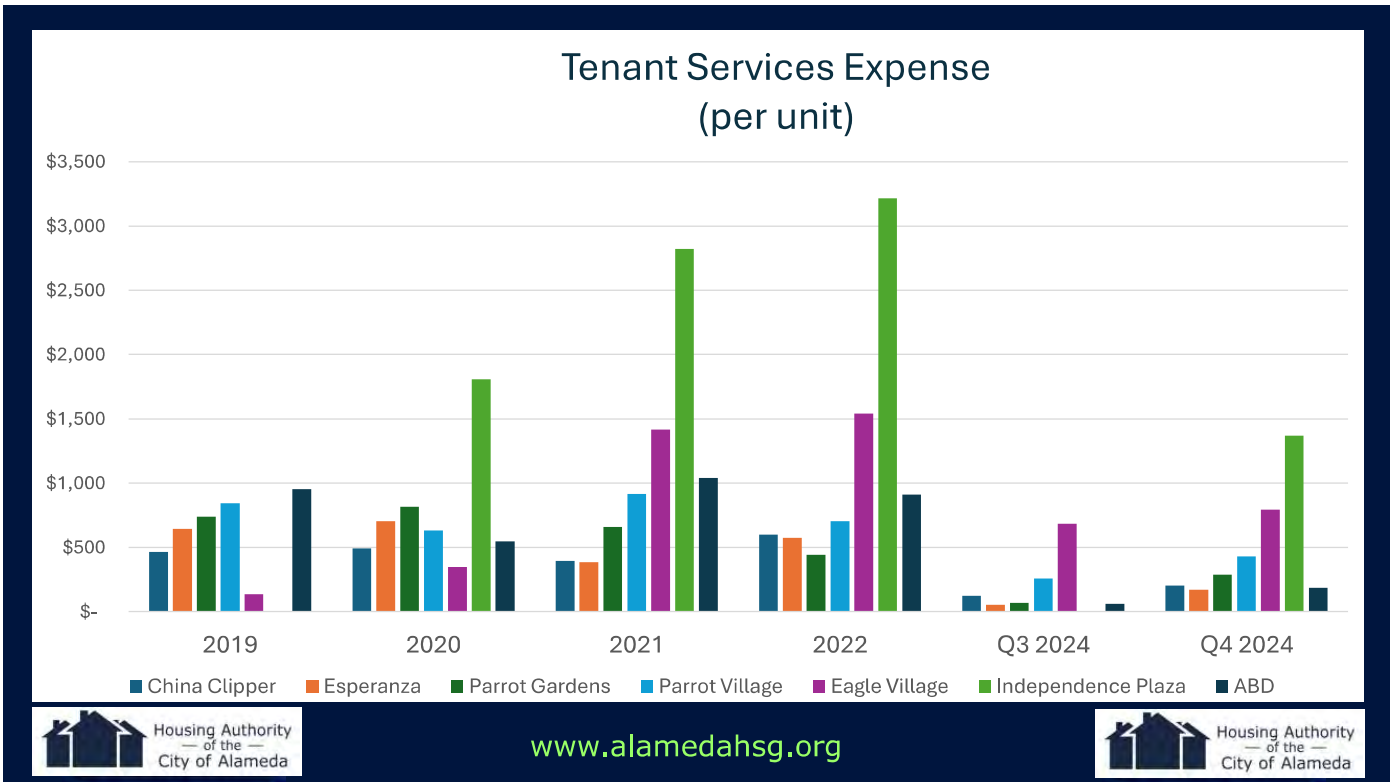
9



10



11



12



Housing Authority
of the
City of Alameda

PHONE: (510) 747-4300
FAX: (510) 522-7848
TTY/TRS: 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Joshua Altieri, Community Relations Manager

Date: April 17, 2024

Re: Approve Updates on the 2019 - 2023 Strategic Plan.

BACKGROUND

In 2018, the Board completed a strategic planning process for the period of 2019-2023. That strategic planning process, developed in 2018, replaced the two-year Strategic Plan previously used for goal setting. Annual work plans for the Housing Authority of the City of Alameda (AHA) staff and senior management goals have been aligned with the goals set forth in AHA’s 2019-23 Strategic Plan. Overall, the goals from the 2019-2023 Strategic Plan have been met and also continue to be relevant to the ongoing work AHA is doing today. This memo serves as a status update to the 2019-2023 Strategic Plan. A copy of the 2019-2023 Strategic Plan, with updates, is attached.

The 2019-2023 Strategic Plan was founded upon four main strategic goals, with each strategic goal consisting of various sub-goals. The four main strategic goals listed below also contain examples of key sub-goals:

Strategic Goal #1:

AHA works with community partners to optimize affordable housing and services for the Alameda community.

- AHA will continue to engage stakeholders in discussion of AHA’s long-term real estate development strategy, focusing on creative and innovative options for addressing the housing crisis.
- Staff will conduct an outreach program with multiple community stakeholders to flesh out the vision for the North Housing site.
- AHA will continue to collaborate with its community partners to provide supportive services for its residents.

Strategic Goal #2:

AHA uses its resources efficiently.

- AHA will continue to make use of technology and consider contracting out some



functions to make the most efficient use of available resources.

- AHA will maintain its high standards in regard to occupancy levels, property condition, energy efficiency and curb appeal.
- AHA will maximize the benefits of AHA's newly received "Moving to Work" status.

Strategic Goal #3:

AHA retains and recruits excellent staff.

- AHA will seek to expand and improve staff workspaces.
- AHA will continue to provide robust training opportunities for staff.
- AHA will foster an environment of appreciation, acknowledgment, and constructive feedback.
- AHA will seek to promote from within, where appropriate.

Strategic Goal #4:

AHA is financially prepared for future challenges.

- AHA will adopt key performance metrics to track the financial performance of AHA.
- AHA will continue to manage the short-term cash flow needs of the HCV program.
- AHA will continue Family Self Sufficiency, as long as HUD provides funding.

DISCUSSION

In late 2024, AHA will create an internal Strategic Planning Committee and will begin the strategic planning process, which involves the following elements:

- Developing a strategy for engaging with staff and other stakeholders, utilizing the previous strategic plan as a starting point, to develop updated goals and a revised strategic plan. This will involve significant outreach to community members, AHA staff, and vendors.
- Gathering information from internal and external stakeholders that covers AHA's current and potential business efforts, programmatic initiatives, opportunities and threats.
- Creating a summary of the status of our prior strategic goals and the results of the aforementioned stakeholder outreach and input, in both a written document and presentation.
- Developing the final strategic plan document, informed by the analysis conducted and the information provided by the stakeholders.

As AHA develops the 2024-2029 Strategic Plan, AHA will continue to prioritize the following outcomes:

1. Preserve and expand affordable housing by identifying new and existing funding sources and services.
2. Review key programs to ensure alignment with the mission, vision, values and policy priorities of AHA.
3. Ensure AHA's ability to respond to the financial needs of constituents caused by unplanned and major disruptions in the economy.
4. Build and strengthen inter-agency and cross-sector partnerships.
5. Develop appropriate recruitment and retention strategies.
6. Recognize the diverse communities that AHA serves, and the diversity of AHA staff.
7. Maximize and leverage partnerships that provide needed programs and services to our diverse population of residents.
8. Utilize Moving to Work (MTW) authority to create innovative affordable housing options.

FISCAL IMPACT

Costs needed to create the 2024-2029 strategic plan can be met from the budget at this time.

CEQA

Not applicable.

RECOMMENDATION

Approve Updates on the 2019 - 2023 Strategic Plan.

ATTACHMENTS

1. Strategic Plan March 2024__Final April 11

Respectfully submitted,
Joshua Altieri
Joshua Altieri, Community Relations Manager

AHA STRATEGIC PLAN REVIEW - SEPTEMBER 1, 2020

Key Actions from Strategic Plan		Progress Updates as of March 2024		Lead
<p>Strategic Goal #1: AHA works with community partners to optimize affordable housing and services for the Alameda community</p>				
1.A	Continue to engage board, staff and community stakeholders in discussion of AHA's long-term real estate development strategy.	Public outreach on the Poppy Place occurred in late 2023/ The Poplar community outreach to occur in early 2024. Start of construction celebration event and media for North Housing Site A is scheduled in April 2024.	Public outreach on Poppy Place occurred in late 2023 and 2024. The Start of Construction Celebration event for North Housing (Site A) to occur in April 2024. Notable public officials are participating as speakers, officials include Tony Daysog (Vice Mayor), HUD Regional Coordinator (David Passey), California Undersecretary Business, Consumer Services, Housing Agency (Melinda Grant), Alameda County Supervisor Lena Tam or Representative	Director of Housing Development
1.B	Discuss options for addressing the housing crisis by providing housing that serves households at 60-120% area median income.	Staff is actively undertaking repositioning of Independence Plaza under Faircloth to RAD and other sources. The target date for Faircloth vouchers is 7/2024. IP will also undergo due diligence for a tax exempt bond/noncompetitive tax credit syndication.	IP Faircloth voucher repositioning is still underway. The Housing Development team has met with HUD twice, and the target date for vouchers is now September 2024.	Executive Director/ Director of Housing Development
1.C	Collaborate with homeless housing service providers to successfully implement a plan to house the formerly homeless at the North Housing site. Collaborate with multiple partners to develop the vision for the entire North Housing site.	Poppy Place is scheduled to close, start construction and begin lease up by mid-November 2023. Tenants to move in during the first quarter of 2024. Estuary I and Linnet Corner are scheduled to close and start construction by 1/30/2024. Staff will also be working with 3rd property management to assure that property operations are sufficient to serve the targeted population. Staff continues to collaborate with the NH service providers, the VA, LifeSteps and FPI on future operations and services.	Estuary I, which will serve forty-four homeless families closed construction financing in January 2024. Staff has continued to meet with the service providers and will hold a kick off for services plan development and other tasks in March 2024. Linnet Corner, which will serve 16 homeless veterans closed construction in early March and will hold a kick off in April to start services plan development with its partners and the VA. Poppy Place, which hoped to serve 12 homeless households will not proceed. However, staff made good progress in terms of creating a tenant selection plan and referral processes in collaboration with the County of Alameda Coordinated Entry System (CES) that will be helpful with future developments to serve the formerly homeless.	Director of Housing Development
1.D	Explore program enhancements and continue outreach to recruit and retain landlords in the HCV program.	Continue targeted outreach to rental property owners promoting benefits and financial incentives of being HCV landlord. Boost user adoption of landlord portal by landlords to increase landlord retention. Further develop network or property management companies in City of Alameda.	133 landlords were registered onto the landlord portal in March 2023, grew to 244 landlords in portal in Jan 2024. That is 83% growth in landlord registration. Consistent messaging in landlord newsletters. Perform onboarding of landlords (usually providing registration code # for portal) to landlord portal via Ombudsman program on weekly basis. Conduct landlord portal training sessions on last Weds of very month.	Director of Housing programs/Executive Director/Community Relations Manager

AHA STRATEGIC PLAN REVIEW - SEPTEMBER 1, 2020

Key Actions from Strategic Plan	Proposed Goals for 2023-2024	Progress Updates as of March 2024	Lead
<p>1.E Assess gaps in resident services and explore new partners for enhanced services when feasible.</p>	<p>Assess the community partners of the Housing Authority of the City Alameda's (AHA) ability to respond to the specific needs of low-income households during an emergency. Develop a report which provides a gap analysis of emergency services for low-income households. Issue recommendations related to (transportation, internet connectivity, clothing, food, homeless services, mental health, medical services). The report will include an implementation plan which addresses gaps in service, provide information regarding additional assets and services to address current gaps, create outreach and training materials, providing an extensive list of resources for low-income households.</p>	<p>AHA's intern (from CivicSpark) is working closely with AHA Community Relations Manager to develop a comprehensive Emergency Preparedness Plan Report that will be presented at the May BOC meeting. The report will cover AHA historical data, AHA demographic data, analysis of infill land, climate mitigation for AHA properties and future AHA development, components and components of emergency preparedness, gaps in emergency preparedness, gaps in Emergency Operations, and recommendations for bridging gaps.</p>	<p>Community Relations Manager</p>
<p>1.F Create appropriate communication tools and evaluate resources needed to tell AHA's story and promote AHA's mission.</p>	<p>Continue monthly review of website to confirm accurate content, forms, and contacts. Maintain a 2023 updated collateral archive. Upgrade design for 23-24 annual report. Continue to maintain cadence of social media content posting and newsletters. Video production of one video (Recruitment). Continue to develop and foster relationships with other community agencies. Continue to promote/represent AHA at City Commission meetings, Chamber Leadership program, and other community events.</p>	<p>Website content reviews are performed on monthly basis. Prior to each month the Executive Director approves the social media schedule for both LinkedIn and Facebook. In the February BOC agenda, a 2024 Communications and Community Relations report summarized all AHA communications activities including website metrics, social media metrics, video metrics, email metrics, and overall AHA audience growth. Continued delivery of quarterly newsletters to residents, bi-annual newsletters to government officials and landlords, and annual newsletter to vendors. In early design stage of annual report for FY 23-24. Also, in primary stages of creating AHA recruitment video with expected completion summer 2024.</p>	<p>Executive Director / Community Relations Manager</p>

AHA STRATEGIC PLAN REVIEW - SEPTEMBER 1, 2020

Key Actions from Strategic Plan	Proposed Goals for 2023-2024	Progress Updates as of March 2024	Lead
<p>Strategic Goal #2: AHA uses its resources efficiently</p> <p>2.A Automate accounting systems.</p>	<p>Due to the migration of all properties to FPI Management, Inc. which utilizes the same financial platform as AHA (Yardi), propose a script to consolidate FPI Management Inc. property activities to AHA reporting, thus reducing some manual inputs. Ongoing outreach on electronic payments to vendors and landlords are ongoing.</p>	<p>A consistent template is being utilized to map between FPI and AHA and used on a monthly basis to ensure consistent and transparent information sharing. Periodic big push to vendors and landlords to ACH to alleviate concerns of payments.</p>	<p>Chief Financial Officer</p>
<p>2.B Implement online tenant and landlord services to make dealing with AHA as convenient as possible and reduce staff time spent on processing.</p>	<p>Issue and attempt to lease up 200 vouchers through the online intake process. Continue outreach to landlords to improve enrollment and adoption/use of the landlord portal platform.</p>	<p>One hundred families have been selected from the Housing Choice Voucher wait list. Staff has started processing the second set of 50 applicants for possible voucher issuance. Staff has continued to encourage use of the landlord portal and larger landlords (more than 70 families on the program) have received training in the portal individually.</p>	<p>Director of Housing Programs/Director of Data and Policy</p>
<p>2.C Review policies and procedures across programs to improve efficiencies, set common standards and adopt best practices</p>	<p>Ongoing review of policy changes as needed and upgrade of procedures. Begin organizational environmental plan to reduce waste, water use, electricity use, and reduce emissions. Update Administrative Plan to implement MTW activities.</p>	<p>Policies for most departments are being updated and standardized in format. Environment/Sustainability committee created to make suggestions for agency improvement. Administrative Plan updated with all approved MTW activities.</p>	<p>All Directors</p>
<p>2.D Rehabilitate AHA's properties in accordance with the Board-approved capital improvements based on portfolio capital needs assessments to maintain AHA's high standards in occupancy levels, property condition, energy efficiency and curb appeal.</p>	<p>Plans for implementing the desired renovations throughout the portfolio to be presented to the Board in 2024. Staff will convene with 3rd party property management to develop scope, roles and responsibilities, and a performance timeline. An energy efficiency study of Independence Plaza and seismic studies of the entire portfolio will be undertaken.</p>	<p>Painting and siding upgrades at Parrot Gardens, Parrot Village, and Eagle Village have been undertaken. The balcony project at Anne B. Diamant has received permit approval and has selected a contractor. Plans for implementing the desired renovations throughout the portfolio to be presented to the Board in 2024. Staff will convene with 3rd party property management to develop scope, roles and responsibilities, and a performance timeline. AB 721 (balcony) and seismic studies of the entire portfolio are planned for 2024.</p>	<p>Directors of Portfolio Management, Director of Housing Development</p>
<p>2.E Analyze option of applying for "Moving to Work" status as a Public Housing Agency.</p>	<p>Submit FY 2024-2025 Annual Plan and Supplement to HUD. Update Yardi to allow for MTW accounting and activities. Once additional HUD approval is received, implement additional Agency-specific activities.</p>	<p>Yardi is updated with MTW accounting and activities. FY 2024-2025 Annual Plan and MTW Supplement presented to the Board of Commissioners in February 2024 after public process completed. March 2024 Board of Commissioners approved plan for submission to HUD. Waiting on a few Agency-Specific activities from prior two plans, but received approval to implement two Agency-Specific activities on December 19, 2023.</p>	<p>Executive Director/Director of Data and Policy</p>

2.F AHA STRATEGIC PLAN REVIEW - SEPTEMBER 1, 2020

Key Actions from Strategic Plan	Proposed Goals for 2023-2024	Progress Updates as of March 2024	Lead
<p>2.F Fine tune AHA's best practices by visiting with other housing authorities and affordable housing owners/managers to learn about their most innovative and impactful operating practices.</p>	<p>Continue to lead Director's Roundtable for voucher program and attend local professional organization conferences such as NAHRO. Assess need for a Financial and/or HR Roundtable for local PHAs. Continue to network with other MTW Agencies and strengthen collaborations with landlord cohort agencies on the landlord activities. Attend MTW Collaboration conferences.</p>	<p>Continue to lead Director's Roundtable for voucher program and attend local professional organization conferences such as NAHRO. Staff presenting and attending the MTW Collaboration conference in April in Washington D.C.</p>	<p>Executive Director/Director of Data and Policy</p>

AHA STRATEGIC PLAN REVIEW - SEPTEMBER 1, 2020

Key Actions from Strategic Plan	Proposed Goals for 2023-2024	Progress Updates as of March 2024	Lead
Strategic Goal #3: AHA retains and recruits excellent staff			
3.A Improve work space for staff, within certain financial and physical limitations.	Continue to explore staff spacing options at all AHA sites. If prudent, AHA will obtain a design for the maintenance garage option by September 2024.	The maintenance garage option activity is being postponed to 2025.	Director of HR/Director of Development
3.B Continue to provide robust training and cross-training for staff.	Promote usage of education assistance/tuition reimbursement program. Report on pilot training allowance program at end of 2024, including recommendation regarding continuation of the program. Continue to require and provide professional certification programs. Continue to utilize online training platforms augmented by in person trainings as health conditions permit.	Continued promotion of education assistance/tuition reimbursement program. Report on pilot training allowance program at end of 2024, including recommendation regarding continuation of the program. Continue to require and provide professional certification programs. Continue to utilize online training platforms augmented by in person trainings as health conditions permit. Training on Communications for all staff on April 27, 2024.	Director of HR
3.C Foster an environment of appreciation, acknowledgement and constructive feedback.	Support Events and Celebrations Committee for ongoing staff engagement activities. Offer ongoing training for supervisors/management on topics such as providing feedback. Monitor and report on staff retention/turnover. Continue to offer flexibility in staff schedules and work from home arrangements where feasible. Develop plans to focus specifically on staff retention in upcoming year.	The Celebrations and Events committee has continued to promote monthly. Plan for this to carry from 2024-25.	Director of HR
3.D Seek to hire from within where appropriate.	Continue to make promotional opportunities available where possible. Establish additional supervisory/management capacity in departments to support succession planning and professional development.	Provide ongoing training for skill development to support career advancement.	All Directors
3.E Conduct a job classification and compensation study to ensure AHA's total compensation package remains competitive in the marketplace.	Continue to monitor environment to ensure competitive compensation package is in place. Consider a full class and comp study in 2023-24 or 2024-25.	Consider a full class and comp study in 2024-25 or 2025-26.	Director of HR

AHA STRATEGIC PLAN REVIEW - SEPTEMBER 1, 2020

Key Actions from Strategic Plan	Proposed Goals for 2023-2024	Progress Updates as of March 2024	Lead
<p>Strategic Goal #4: AHA is financially prepared for future challenges</p> <p>4.A Adopt a dashboard of key performance metrics to track financial performance of the authority.</p>	<p>Complete roll out of Asset IQ to the Housing Choice Voucher (HCV) program to allow for easy monitoring of program metrics and goals.</p>	<p>Designed dashboard for Housing Choice Voucher program.</p>	<p>All Directors</p>
<p>4.B Review the long term operation of the HCV program to maximize support to Alameda low income families and meet federal regulations while reducing its dependency on subsidy from other AHA programs. Continue to manage the short-term cash flow needs of the HCV program.</p>	<p>Continue to implement MTW.</p>	<p>Hired a supervisor March 2024 to assist the Director. Assistant Director is also hired. MTW is implemented as approved by HUD.</p>	<p>Director of Housing Programs</p>
<p>4.C Secure funding for AHA's pipeline of affordable housing developments and complete these projects in a cost-effective and timely manner. Explore creative options for managing costs of housing production going forward.</p>	<p>The Rosefield Placed in Service package will be submitted in September 2023. Two North Housing block A phases closed in late 2023 (114 units, of which 60 are supportive housing).</p>	<p>Construction loan financing has been fully secured for Estuary I and Linnet Corner. A predevelopment loan has been secured for The Poplar to allow it to begin design. Staff continued to submit financing for Estuary II, to complete its financing.</p>	<p>Director of Housing Development</p>
<p>4.D Review the long term operations of the Property Management functions in the light of future refinancing and rehabilitation. Monitor and manage the short-term and long term operating needs of the properties.</p>	<p>Hire Portfolio Management Director. Continue AHA staff site walks to ensure property maintenance/operations remain at standard. Report findings or property issues to FPI management to have addressed. Proactively manage and maintain regular communication with the FPI Property management team to ensure property operations and inspections occur at highest standard and rental payments collected, accurately tracked, and reconciled.</p>	<p>New Director began 01/29/2024. Working closely with FPI to implement efficiencies and consistency in property operations focusing on quality financial reporting, timely rent collections, curb appeal, expense control, and full automation and use of operating software.</p>	<p>Director of Portfolio Management</p>
<p>4.E Continue the Family Self-Sufficiency program as long as HUD provides funding.</p>	<p>Clear growth goals are in place to increase enrollment to 40 participants by no later than May 31, 2024, and to 50 in following twelve months. To develop and maintain the FCC at not less than 6 members and meet at least twice every 6 months</p>	<p>FSS program now managed by new AHA staff member under Direction of HPD Director. Included into Q2 program participant newsletter and social media posting.</p>	<p>Director of Housing Programs</p>

AHA STRATEGIC PLAN REVIEW - SEPTEMBER 1, 2020

Key Actions from Strategic Plan	Proposed Goals for 2023-2024	Progress Updates as of March 2024	Lead
4.F Prepare strategic Asset Management Plans for AHA-owned properties, including Independence Plaza.	A proposal to HUD should be made before the end of 2023 and the target date for Faircloth vouchers is 7/2024. IP will also undergo due diligence for a tax exempt bond/noncompetitive tax credit syndication. Plans for implementing the desired renovations throughout the portfolio to be presented to the Board in January 2024. Staff will convene with 3rd party property management to develop scope, roles and responsibilities, and a performance timeline. An energy efficiency study of Independence Plaza and seismic studies of the entire portfolio will be undertaken.	Plans for the repositioning of Independence Plaza are underway. Renovation planning has occurred in time for the FY24-25 budget.	Director of Housing Development and Director of Portfolio Management
4.G Create the authority's pension liabilities policy and adopt a plan for funding this liability.	Ongoing monitoring of the unfunded liability as part of the annual audit, and as necessary, recommend action plan to the Board of Commissioners on whether further paydown of the unfunded pension liability is warranted.	Presented as part of the audited financial statements status of unfunded accrued pension liability paydown. No specific action warranted in 2024.	Chief Financial Officer
4.H Create an organizational reserves policy.	Staff continues to evaluate options to leverage funding from the reserve policy, including utilizing redevelopment funds for Independence Plaza for repairs, another application to the State Local Housing Trust Fund in May 2024 for matching funds for both new construction and renovation, and other sources of funding. These items will be brought to the Board from March - May 2024 and through the budget process.	Staff submitted a request for redevelopment funding for IP repairs in Dec 2023, as well as a redevelopment funding request for The Poplar. Staff is preparing to submit an application to the State LHTF fund, if the current state budget environment provides matching loan amounts.	Director of Housing Development/Chief Financial Officer



Housing Authority
of the
City of Alameda

PHONE: (510) 747-4300
FAX: (510) 522-7848
TTY/TRS: 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Louie So, Chief Financial Officer

Date: April 17, 2024

Re: Approve an extension of the lease of office space at South Shore Center through March 31, 2027, with two one-year extension options.

BACKGROUND

Early in the COVID-19 pandemic, staff identified the need for additional office space to ensure adequate distancing and to allow staffing to the maximum budgeted employees. Staff presented proposals to the Board of Commissioners in late 2020 and the Board authorized staff to move forward with a license and lease at South Shore Center. This space has been operational since January 2021 and is currently occupied by finance and asset management staff. The current lease term ends on March 1, 2025. Staff have been in discussion with South Shore Center management and attached is the draft lease extension through March 31, 2027, with two one-year extension options. The attached draft lease extension has been reviewed by staff and by legal counsel.

DISCUSSION

This item is for ratification only.

FISCAL IMPACT

The cost of the lease is already budgeted for in the current budget and will be budgeted in future years.

CEQA

N/A

RECOMMENDATION

Approve an extension of the lease of office space at South Shore Center through March 31, 2027, with two one-year extension options.

ATTACHMENTS

1. South Center Center 1st Amendment - DRAFT



Respectfully submitted,
Louie So
Louie So, Chief Financial Officer

FIRST AMENDMENT TO SHOPPING CENTER LEASE

THIS FIRST AMENDMENT TO SHOPPING CENTER LEASE (this “**Amendment**”) is entered into to be effective as of _____ (the “**Effective Date**”), by and between **MGP XII SOUTH SHORE CENTER, LLC**, a Delaware limited liability company (“**Landlord**”), and **HOUSING AUTHORITY OF THE CITY OF ALAMEDA**, a public body corporate and politic (“**Tenant**”) with reference to the facts set forth in the Recitals below.

RECITALS:

A. Landlord and Tenant entered into that certain Shopping Center Lease dated April 1, 2021 (the “**Existing Lease**”), with respect to certain premises consisting of approximately 2,266 square feet and commonly known as 2217 South Shore Center, Suite 250 (MGP Unit #824-110E) (the “**Premises**”) in the shopping center commonly known as South Shore Center (the “**Shopping Center**”) located in Alameda, California. The Existing Lease and this Amendment are hereinafter sometimes collectively referred to as the “**Lease**”.

B. All initially capitalized defined terms used in this Amendment but not defined herein shall have the meanings set forth in the Existing Lease.

C. The current Lease Term of the Existing Lease is scheduled to expire by its terms on March 31, 2025.

D. Landlord and Tenant desire to amend the Existing Lease, subject to the terms and conditions set forth herein, to (i) extend the Lease Term; and (ii) make certain other modifications to the Existing Lease, all as more particularly set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Term. Landlord and Tenant hereby agree to extend the Lease Term for the period commencing April 1, 2025 and ending on March 31, 2027 (the “**Extension Term**”). The Extension Term shall be on the same terms and conditions as set forth in the Existing Lease, except as they may be modified or amended as set forth in this Amendment. In addition, Landlord and Tenant hereby acknowledge and agree that any and all provisions of the Existing Lease providing for an extension or renewal of the Term are hereby deleted in their entirety and the only applicable provisions relating to any extension or renewal of the Lease Term are as expressly set forth in this Amendment.

2. Minimum Rent. Minimum Rent during the Extension Term shall be as follows:

Months	Monthly Minimum Rent
April 1, 2025 – March 31, 2026	\$6,798.00

April 1, 2026 – March 31, 2027	\$7,069.92
--------------------------------	------------

Option Rent: Minimum Rent during the Option Period(s), if applicable, shall be as follows:

First Option Period - Monthly Minimum Rent Schedule	
Months	Monthly Minimum Rent
April 1, 2027 – March 31, 2028	\$7,352.72

Second Option Period – Monthly Minimum Rent Schedule	
Months	Monthly Minimum Rent
April 1, 2028 – March 31, 2029	\$7,646.83

All Additional Rent shall continue to be payable by Tenant during the Extension Term in accordance with the terms of the Existing Lease.

3. Option Periods. Provided that (i) Tenant is not in default at the time Tenant exercises its Extension Option described below, (ii) and Tenant gives notice in accordance with the terms of Section 2.3 in the Existing Lease, Tenant may extend the Extension Term (the “**Extension Option(s)**”) by two (2) periods of one (1) year each (“**Option Period(s)**”). All of the terms and conditions of this Lease (except the foregoing Extension Option(s), any rental concession, construction allowance or other concession previously granted to Tenant) shall apply to the Option Period so far as applicable with Minimum Annual Rent adjusted in accordance with Section 2 above.

4. Shopping Center Changes and Redevelopment. Tenant acknowledges that the Shopping Center may not remain as shown on the Site Plan depicted on Exhibit “B” attached hereto, and Landlord shall have the absolute right to relocate, increase, reduce or otherwise change the number, dimensions, or location of buildings, parking areas, drives, exits, entrances, walks and other Common Area of the Shopping Center, as may be necessary or in the event changes to the layout of the Shopping Center need to be made to accommodate the redevelopment of the Shopping Center in general, or the development or redevelopment of other tenants’ spaces at the Shopping Center. Tenant acknowledges that Landlord shall have the right to redevelop all or a portion of the Shopping Center at some time in the future. In the event Landlord undertakes such a redevelopment, Tenant acknowledges that the redevelopment process may disrupt normal business activity in the Shopping Center. Tenant acknowledges that the redevelopment or renovation of the Shopping Center, if and when it may occur, may involve barricading, materials storage, noise, dust, vibration, scaffolding, demolition, structural alterations, the presence of workmen and equipment, rearrangement of parking areas, common areas, roadways and lighting facilities, redirection of vehicular and pedestrian traffic, and other inconveniences typically associated with construction, and that Landlord has informed Tenant of this potential interference. Landlord agrees that any such construction activities shall be performed in a manner consistent with industry-standard construction practices and that Landlord shall take commercially

reasonable steps to minimize the adverse impact upon the Premises occasioned by such construction activities, Tenant agrees that the redevelopment or renovation of the Shopping Center by Landlord shall not entitle Tenant to any abatement of Rent or other compensation from Landlord for any inconvenience occasioned thereby. Furthermore, Tenant acknowledges that the Shopping Center may not remain as shown on the Site Plan depicted on Exhibit "B", and Landlord may relocate, increase, reduce or otherwise change the number, dimensions, or locations of buildings, parking areas, drives, exits, entrances, walks and other Common Area of the Shopping Center as may be necessary or desirable in Landlord's sole judgment, or in the event changes to the layout of the Shopping Center need to be made to accommodate the redevelopment or renovation of the Shopping Center in general, or the redevelopment of other tenants' spaces at the Shopping Center, or otherwise. Notwithstanding anything to the contrary contained herein, if Landlord elects to relocate the Premises hereunder, such relocation shall be subject to Section 30 of the Existing Lease

Notwithstanding anything contained to the contrary above or in the Existing Lease, Tenant agrees and acknowledges that Landlord shall have the right to redevelop all, or any portion of the areas delineated on Exhibit "B", as "**Mixed-Use Parcel 1**," "**Mixed Use Parcel 2**" and "**Mixed-Use Parcel 3**," (individually, a "**Mixed-Use Parcel**" and collectively, the "**Mixed-Use Parcels**") for any combination of residential, office and/or retail uses. The Mixed-Use Parcels shall have no limitations on height, square footage, density, etc., except that code parking for all uses in the Mixed-Use Parcels (including guest parking for residential uses), shall be fully self-contained, within the Mixed-Use Parcels. Notwithstanding the above, Landlord shall have the right to construct not more than ten thousand (10,000) square feet of ground floor retail space on each Mixed-Use Parcel, which shall be entitled to reciprocal parking within the Shopping Center.

In exercising its rights reserved herein, Landlord shall not unreasonably interfere with the operation of Tenant's business on the Premises.

5. Notices. Landlord's Notice Address under the Existing Lease is hereby changed and/or reaffirmed to:

MGP XII SOUTH SHORE CENTER, LLC
c/o Merlone Geier Partners
425 California Street, 10th Floor
San Francisco, CA 94104-2113
Attn: Lease Administration, Unit # 824-110E
Telephone: (415) 693-9000

Tenant's Notice Address under the Existing Lease is hereby changed and/or reaffirmed to:

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, California 94501
Attn: Vanessa Cooper, Executive Director
Phone: (510) 747-4300
Email: vcooper@alamedahsg.org

6. Certified Access Specialist. Tenant hereby acknowledges and reaffirms Section 17.2 of the Existing Lease.

7. Confidentiality. The provisions of this Amendment are confidential and shall remain confidential unless disclosed by Landlord, in its discretion, except to the extent disclosure is required under applicable law, including, but not limited to the California Public Records Act (Ca. Government Code Section 7920.000 et seq.).

8. Estoppel. Tenant hereby certifies to Landlord as follows: to the best of Tenant's actual knowledge (a) all conditions of the Existing Lease necessary for the enforceability of the Existing Lease have been satisfied or waived, (b) Landlord is currently not in default under the Existing Lease, (c) as of the date hereof, there are no existing claims, defenses or offsets that Tenant has against Landlord nor, to Tenant's actual knowledge, have any events occurred that would constitute a default on the part of Landlord under the Existing Lease and (d) Landlord is not required to perform, nor contribute any allowance for, any additional improvements to the Premises.

9. Condition of Premises. Tenant acknowledges that Landlord shall not be obligated to improve the Premises in any manner whatsoever or to otherwise provide funds for the improvement or alteration of the Premises or common areas in conjunction with this Amendment, and Tenant hereby accepts the Premises in its current "AS-IS" condition.

10. No Brokers. Landlord and Tenant hereby warrant to each other that they have no dealings with any real estate broker or agent in connection with the terms of this Amendment and that they know of no real estate brokers or agents that are entitled to a commission in connection with the terms of this Amendment. Each party agrees to defend, indemnify and hold harmless the other party from and against any claim for commission or finder's fee by any entity that claims or alleges that they were retained or engaged by the first party or at the request of such party in connection with this Amendment.

11. Bankruptcy. In the event of the bankruptcy or insolvency of Tenant or the filing by or against Tenant of a petition in bankruptcy or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or Tenant's assignment for the benefit of creditors during the Lease Term, should Tenant reject the Lease pursuant to 11 U.S.C. 365 of the United States Bankruptcy Code, Landlord shall be entitled to file both an administrative claim pursuant to 11 U.S.C 365(d)(3) and 11 U.S.C 503 and a prepetition claim and rejection damage claim pursuant to 11 U.S.C. 502(b)(6) of the Bankruptcy Code for the Minimum Rent or any other amounts due per the Lease, as if this Amendment or any prior agreement to defer rent or other amounts due per the Lease were null and void.

12. Counterparts. This Amendment may be executed in multiple counterparts, all of which together shall constitute one and the same Amendment.

13. Electronic Signature. Landlord, Tenant and Guarantor, if applicable, agree that electronic signatures, including those delivered by electronic format (including, but not limited to, "PDF", "TIF" or "JPG") or signed through an electronic signature system (including, but not limited to, "DocuSign" or "AdobeSign"), shall have the same effect as originals. All parties to

this Amendment waive any and all rights to object to the enforceability of this Amendment based on the form or delivery of signature.

14. Authority. Each party executing this Amendment on behalf of such party hereby represents and warrants that such party is a duly formed and existing entity qualified to do business in the State of California and that such party has full right and authority to execute and deliver this Amendment and that each person signing on behalf of such party is authorized to do so.

15. Rules of Construction. The provisions of this Amendment shall be construed and enforced in accordance with the laws of the State of California. Each party hereto acknowledges that (a) each party hereto is of equal bargaining strength; (b) each such party has actively participated in the drafting, preparation and negotiation of this Amendment and the transactions contemplated herein; and (c) any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Amendment or any portion hereof.

16. Binding Effect. This Amendment shall not be effective and shall not be valid or binding on Landlord unless and until a fully executed original counterpart of this Amendment is delivered to Landlord.

17. Effect of Amendment. Except as otherwise provided herein, all terms, covenants and conditions of the Existing Lease remain unmodified and in full force and effect throughout the Lease Term. The Lease constitutes the entire agreement of the parties and no further modification of the Lease shall be binding and effective unless evidenced by an agreement, in writing, signed by both Landlord and Tenant. To the extent of any inconsistency between the terms and conditions of the Existing Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall apply and govern the parties. Under no circumstances shall Tenant be entitled to any rent abatement, improvement allowance, leasehold improvements, or other work to the Premises, or any similar economic incentives that may have been provided to Tenant in connection with entering into the Existing Lease, unless otherwise specifically set forth in this Amendment or in the Existing Lease.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment on the respective dates set below or opposite their signatures, but the Effective Date of this Amendment shall be as of the date first set forth above.

“Landlord”:

MGP XII SOUTH SHORE CENTER, LLC,
a Delaware limited liability company

By: Merlone Geier XII, LLC,
a California limited liability company,
its Manager

Date: _____

By:

Name:

Title:

Date: _____

By:

Name:

Title:

“Tenant”:

HOUSING AUTHORITY OF THE CITY OF ALAMEDA,
a public body corporate and politic

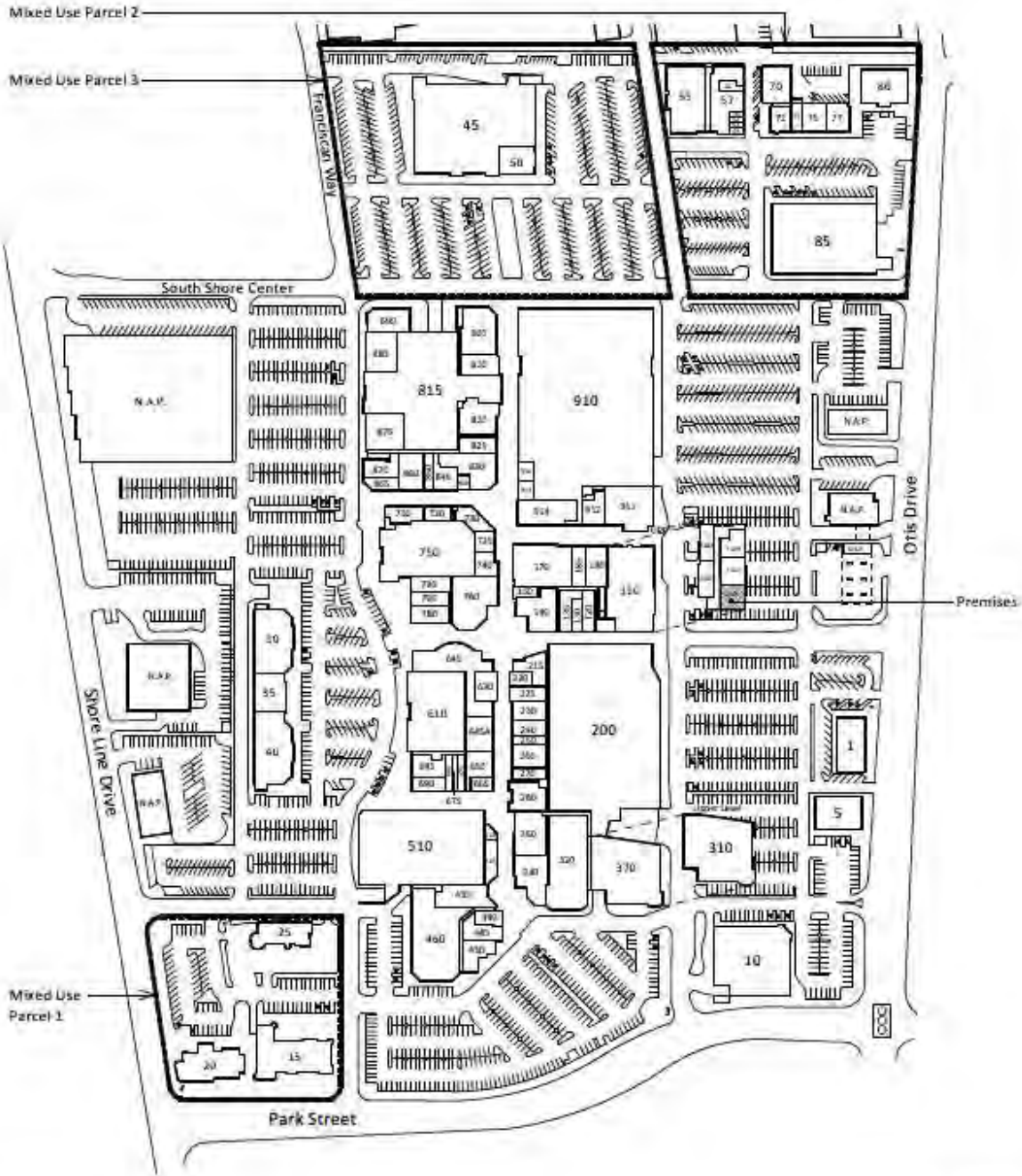
Date: _____

By:

Name: Vanessa Cooper

Title: Executive Director

EXHIBIT B SITE PLAN



This exhibit is for reference only and is not a representation as to size, dimension, or location of any tenant in the shopping center. All building, improvements, their occupants, and their uses as shown on this plan are subject to modification at the landlord's discretion.

Exhibit B - Site Plan
South Shore Center
Alameda, CA
Property #824
February 2024



Housing Authority
of the
City of Alameda

PHONE: (510) 747-4300
FAX: (510) 522-7848
TTY/TRS: 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Sean Prevette, Asst. Director of Administrative Services

Date: April 17, 2024

Re: Approve the GPS Vehicle Tracking Policy.

BACKGROUND

This policy establishes guidelines and procedures associated with the use of Global Positioning System (GPS) tracking of all Housing Authority of the City of Alameda (AHA) vehicles. The policy outlines the responsibilities of both employee and employer, as well as when, the use of GPS tracking is appropriate.

DISCUSSION

The purpose of this policy is to establish criteria for the use of GPS technology for the monitoring of AHA vehicles. GPS is a valuable tool in alleviating the risk to both AHA employees and vehicle property by providing the ability to quickly identify the location of AHA vehicles in the event of an emergency, if the vehicle is lost or stolen, or if the employee is thought to be in distress. The GPS units in the vehicles will provide the current location of the vehicle, as well as, the past locations where the vehicles have been driven and stops have occurred.

FISCAL IMPACT

There is a low initial purchase price of the GPS devices and associated equipment which falls within the parameters of a micro-purchase per the Procurement Policy. The purchased GPS devices can be linked to select AHA mobile devices.

CEQA

Not applicable.

RECOMMENDATION

Approve the GPS Vehicle Tracking Policy.

ATTACHMENTS

1. GPS Vehicle Tracking Policy



Respectfully submitted,

A handwritten signature in black ink that reads "Sean Prevette". The signature is written in a cursive style with a prominent initial 'S'.

Sean Prevette, Asst. Director of Administrative Services

GPS VEHICLE TRACKING POLICY

I. STATEMENT OF PURPOSE AND OVERVIEW:

The purpose of this policy is to establish criteria for the use of all AHA vehicles that are equipped with Global Positioning System (GPS) monitoring devices. GPS is a valuable tool to track vehicles in times of emergency, if the vehicle is lost or stolen, or if the employee is reasonably thought to be in distress. The GPS devices will only be used for these three situations and will not be used for performance issues except by specific direction and approval from the Executive Director.

II. OPERATIONAL GUIDELINES UNDER GPS TRACKING:

AHA employees operate vehicles on behalf of AHA and drive hundreds of miles every year. AHA is committed to protecting both the vehicles, as well as ensuring the safety of its employees, which are the driving factors for utilization of GPS tracking.

GPS units in AHA vehicles will monitor:

- Current locations of the vehicles
- Past Locations where vehicles have been driven and stops have occurred.

III. DEVICE TAMPERING:

The Administrative Services Department is responsible for the installation, maintenance, and utilization of the GPS tracking units. Any tampering or attempts to remove or disable the GPS tracking units is prohibited. Any such actions will be subject to disciplinary action.

VI. RESPONSIBILITY OF VEHICLE OPERATOR:

Employees are responsible for compliance with all the provisions of this policy when using AHA vehicles to conduct AHA business. If any vehicle is suspected to be misplaced or stolen, employees are responsible for informing their supervisor immediately so that GPS tracking can be utilized to identify the location of the vehicle.

VII. RESPONSIBILITY OF THE AGENCY:

AHA is responsible for initiating the use of the GPS devices if a vehicle is reported to be misplaced or stolen, an employee is thought to be in distress, and in times of emergency.

Approved by the Board of Commissioners on April 17,2024



Housing Authority
of the
City of Alameda

PHONE: (510) 747-4300
FAX: (510) 522-7848
TTY/TRS: 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Jenny Wong, Senior Project Manager

Date: April 17, 2024

Re: Ratify the Reciprocal Easement Agreement for the North Housing Block A Projects.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) is leading the development of the 12-acre North Housing parcel redevelopment at the former Alameda Naval Air Station (NAS), formerly known as Coast Guard Housing. AHA has supported Island City Development (ICD) in its active development of approximately 3 acres (Block A), which is the first phase of North Housing, with a total of 155 apartments, to be built as three separate projects. ICD is the developer of the three projects and has received options from AHA to ground lease for these three projects owned by three separate legal entities: The Estuary I, The Estuary II, and Linnet Corner. Through the loan closing process of The Estuary I and Linnet Corner, both projects have an existing ground lease with AHA for the land where the projects are located.

The Block A projects were designed with the intention for all three buildings to share the parking, circulation, and offsite public improvement requirements, allowing the site to minimize design and development costs while maximizing operational efficiencies. The Declaration Providing for Reciprocal Easements, Joint Use and Maintenance (Reciprocal Easement Agreement) document, in combination with the individual ground leases signed between AHA and the ICD entities, documents these relationships.

DISCUSSION

AHA is the landowner of the Block A site and has a ground lease with The Estuary I Partnership, a ground lease with the Linnet Corner Partnership, and an option to ground lease with ICD for The Estuary II Partnership. AHA is a party to this agreement in its role as Ground Lessor. Each project will ultimately own and operate the improvements on their respective site. The Reciprocal Easement Agreement outlines the shared amenities and utilities between the three Partnerships, including but not limited to, common areas, car and bicycle parking, lighting, sidewalks, and utility infrastructure, as needed to support the operations of each project. Each project will be responsible for maintaining and replacing or repairing the easement areas located on their site for the



shared benefit of future Block A residents. See Attachment 1 for the recorded Reciprocal Easement Agreement.

The Estuary I partnership entity is Lakehurst and Mosley LP.
The Estuary II partnership entity is Mosley and Mabuhay LP.
Linnet Corner partnership entity is Mabuhay and Lakehurst LP.

Future cost-sharing arrangements (Private Street Maintenance Agreement)

It should be noted that AHA owns Lakehurst Circle, the private street adjacent to Block A, and Lakehurst Circle provides access to the Block A properties and the adjacent Admirals Cove Apartments. The AHA and the Carmel Partners, adjacent property owner of Admirals Cove Apartments, CP VI Admirals Cove, LLC, are negotiating shared maintenance costs and use of Lakehurst Circle. AHA will be signing a shared street maintenance agreement with Carmel Partners which will outline the costs split between the parties for maintaining Lakehurst Circle. This agreement will be brought back to the Board for approval. Note, AHA will sign a cost-sharing agreement (or revise the Reciprocal Easement agreement to offset the Lakehurst Circle maintenance costs for each Block A property in a pari-passu arrangement. Please see the annotated map for visual reference.

Future cost-sharing arrangements (Condo Association)

As part of The Estuary I loan closing, required by the lenders, a set of Declaration of Restrictions (CC&Rs) for The Estuary Owners Association was drafted for The Estuary I and The Estuary II projects. The Estuary Owners Association CC&R documents the shared common area spaces, utilities, and shared maintenance costs. The final CC&R documents will be brought to the ICD Board for approval, as they only pertain to the individual limited partnerships. Please see the annotated map for visual reference.

FISCAL IMPACT

Each partnership will be responsible for the costs related to maintenance and repairs of the easement areas located on their project site. The ordinary operating costs for the reciprocal easement agreement are included within the operating budget for each project. If damage is directly caused by or attributable to one owner (or its permitted users), the other owner is responsible for reimbursing the impacted owner for repairs or insurance deductibles.

The cost impacts of the private street maintenance and condominium shared expenses will also be included in the budgets of the projects as needed.

CEQA

Not Applicable.

RECOMMENDATION

Ratify the Reciprocal Easement Agreement for the North Housing Block A Projects.

ATTACHMENTS

1. Att1_Reciprocal Easement Agreement
2. Att2_Annotated Map and Plan for REA Memo

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Jenny Wong', is positioned below the text 'Respectfully submitted,'.

Jenny Wong, Senior Project Manager

Recorded at the Request of
Old Republic Title Company -
Oakland
1117027582

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
Attention: Executive Director

Exempt from fee per GC27388.1;
recorded in connection with
concurrent transfer subject to
imposition of documentary transfer
tax

Space Above This Line for Recorder's Use

**DECLARATION PROVIDING FOR
RECIPROCAL EASEMENTS, JOINT USE AND MAINTENANCE**

THIS DECLARATION PROVIDING FOR RECIPROCAL EASEMENTS, JOINT USE AND MAINTENANCE (this "**Declaration**") is made as of January 1, 2024, by Housing Authority of the City of Alameda, a public body, corporate and politic ("**Declarant**").

RECITALS

A. Declarant is the fee owner of that certain real property located in Alameda, California, more particularly described in Exhibits A-1 and A-2 attached hereto and incorporated herein by this reference (the "**Property**").

B. The Property is currently comprised of two parcels: (i) an approximately 37,559 square foot parcel identified on the Subdivision Map (as defined below) as "Parcel 1", more particularly described in Exhibit A-1 attached hereto and incorporated herein by this reference (the "**PSH Parcel**"), and (ii) an approximately 42,625 square foot parcel identified on the Subdivision Map as "Parcel 2", more particularly described in Exhibit A-2 attached hereto and incorporated herein by this reference (the "**Senior Parcel**").

C. Declarant intends to further subdivide the PSH Parcel into two smaller parcels: (i) a parcel containing the western 23,423 square feet of the PSH Parcel (the "**PSH Phase I Parcel**"), and (ii) a parcel containing the eastern 14,136 square feet of the PSH Parcel (the "**PSH Phase II Parcel**"). The approximate boundaries of the PSH Phase I Parcel, the PSH Phase II Parcel and the Senior Parcel are depicted on the Site Plan (as defined below).

D. Declarant intends to ground lease the PSH Phase I Parcel to Lakehurst and Mosley LP, a California limited partnership ("**PSH Phase I Owner**"). PSH Phase I Owner intends to develop an affordable permanent supportive housing development at the PSH Phase I Parcel, which development shall include forty-five (45) rental units (the "**PSH Phase I Project**").

E. Declarant intends to ground lease the PSH Phase II Parcel to Mosley and Mabuhay

LP, a California limited partnership ("**PSH Phase II Owner**"). PSH Phase II Owner intends to develop an affordable permanent supportive housing development at the PSH Phase II Parcel, which development shall include forty-six (46) rental units (the "**PSH Phase II Project**").

~~F. Declarant intends to ground lease the Senior Parcel to Mabuhay and Lakehurst LP,~~ a California limited partnership ("**Senior Owner**"). Senior Owner intends to develop an affordable housing development at the Senior Parcel, which development shall include sixty-four (64) rental units reserved for seniors (the "**Senior Project**").

E. The PSH Phase I Project, the PSH Phase II Project and the Senior Project shall each include certain areas and facilities which shall be available for the joint use of PSH Phase I Owner, the PSH Phase II Owner, the Senior Owner and their respective tenants, agents, employees, contractors, licensees, guests and/or invitees (collectively, the "**Permitted Users**"), subject to the terms of this Declaration.

NOW, THEREFORE, with reference to the facts recited above, Declarant hereby declares as follows:

I. Definitions. The following defined terms are used in this Declaration:

(a) "**Completion**" means, with respect to any improvements, the completion thereof, as evidenced by the issuance of a temporary or permanent certificate of occupancy and/or such improvements being made available for use by residents of the Project, as applicable.

(b) "**Easement**" means any easement granted in this Declaration.

(c) "**Easement Areas**" means, collectively, the Parking Easement Area and Pathway Easement Area.

(d) "**Grantee**" means the Owner of the Parcel which is benefitted by an Easement granted hereunder.

(e) "**Grantor**" means the Owner of the Parcel which is burdened by an Easement granted hereunder.

(f) "**Investor Limited Partner**" means the investor limited partner who owns a 99.99% interest in an Owner. The Investor Limited Partner of PSH Phase I Owner is The Banc of America Housing Fund XVII Limited Partnership, LLLP, a Maryland limited liability limited partnership, and its successors and assigns. "**Investor Limited Partners**" shall mean, collectively, the Investor Limited Partner of PSH Phase I Owner, the Investor Limited Partner of PSH Phase II Owner, and the Investor Limited Partner of Senior Owner.

(g) "**Lender**" means any party making a loan to an Owner, which loan is secured by such Owner's interest in its Parcel.

(h) “**Owner**” means the fee or leasehold owner of a Parcel, as applicable. For the avoidance of doubt, during the term of any ground lease of Parcel, the lessee under such ground lease shall be the Owner of such Parcel for purposes of this Agreement.

(i) “**Parcel**” means each of the PSH Phase I Parcel, the PSH Phase II Parcel, and the Senior Parcel.

(j) “**Parking Easement Area**” means the portion of the Senior Parcel identified on the Site Plan as “Parking Area.”

(k) “**Parking Improvements**” means the parking improvements to be constructed at the Parking Easement Area in connection with the construction of the Senior Project, which improvements are depicted on the Site Plan.

(l) “**Pathway Easement Area**” means the portion of the Parcels identified on the Site Plan as “East West Pathway.”

(m) “**Pathway Improvements**” means the pathway improvements to be constructed at the Pathway Easement Area in connection with the construction of the Project, which improvements are depicted on the Site Plan.

(n) “**Project**” means, collectively, the PSH Phase I Project, the PSH Phase II Project and the Senior Project.

(o) “**Site Plan**” means the site plan depicting the Project attached hereto as Exhibit B and incorporated herein by this reference.

(p) “**Subdivision Map**” means that certain Subdivision Map for Tract 8561, filed in the Official Records of Alameda County on October 25, 2023, in Book 369, Pages 95-100.

2. Easements – General Conditions.

(a) Each Easement granted hereunder is (i) non-exclusive (except as expressly provided herein), (ii) perpetual and irrevocable by the Grantor; and (iii) for the benefit of the Grantee of such Easement and its Permitted Users.

(b) Each Grantee shall use and shall cause its Permitted Users to use the Easements granted hereunder in a reasonable manner and for their intended purposes, and shall not obstruct or otherwise use any Easement, or permit any of the Permitted Users to use any Easement, in a manner that would materially or substantially interfere with the use and operation of the Grantor’s Parcel.

(c) Each Grantor shall have the right to grant such other easements, rights or privileges over its respective Parcel to such persons and/or entities and for such purposes as such Grantor in its sole discretion may elect, so long as such purposes do not unreasonably endanger or interfere with the Easements and other rights granted herein.

(d) The granting of an Easement which burdens a Parcel shall bind and burden the Grantor's Parcel, which shall, for such Easement, be a servient tenement. The granting of an Easement which benefits a Parcel shall benefit the Grantee's Parcel, which shall, for such Easement, be a dominant tenement.

(e) The Easements are each subject to the terms and conditions of Section 9 hereof.

3. Parking Easement. Declarant hereby grants an Easement, effective upon the Completion of the Parking Improvements, for the benefit of PSH Phase I Owner, the PSH Phase II Owner and their respective Permitted Users, over the Parking Easement Area for vehicular and pedestrian access to and from the PSH Phase I Project and the PSH Phase II Project to and from the private roadway commonly known as Lakehurst Circle and for the temporary parking of vehicles at any unassigned parking spaces located at the Parking Easement Area. Use of such unassigned parking spaces shall be on a first-come, first-served basis.

4. Reserved.

5. Reserved.

6. Pathway Easement. Declarant hereby grants an Easement, effective upon the Completion of the Pathway Improvements, for the benefit of PSH Phase I Owner, the PSH Phase II Owner, the Senior Owner and their respective Permitted Users, over the Pathway Easement Area for use of the Pathway Improvements.

7. Reserved.

8. Maintenance.

(a) Except as provided in Subsection 8(d), the Owner of the PSH Phase I Parcel shall be responsible for the costs and the performance of the maintenance, replacement and/or repair of the Easement Areas located within the PSH Phase I Parcel so as to keep such areas and the improvements located therein in good condition and repair and in compliance with all applicable governmental requirements.

(b) Except as provided in Subsection 8(d), the Owner of the PSH Phase II Parcel shall be responsible for the costs and the performance of the maintenance, replacement and/or repair of the Easement Areas located within the PSH Phase II Parcel so as to keep such areas and the improvements located therein in good condition and repair and in compliance with all applicable governmental requirements.

(c) Except as provided in Subsection 8(d), the Owner of the Senior Parcel shall be responsible for the cost and performance of any maintenance, replacement and/or repair of the Easement Areas located within the Senior Parcel so as to keep such areas and the improvements located therein in good condition and repair and in compliance with all applicable governmental requirements.

(d) If and to the extent any damage to any portion of an Easement Area or any improvements at a Parcel is directly caused by, or attributable to another Owner (or its Permitted Users), such other Owner shall bear the repair and maintenance costs related thereto but only to the extent such damage is not fully covered by insurance proceeds; provided, however, that the responsible Owner shall reimburse the other Owner for the cost of such deductible under any applicable insurance policy. This Section shall not be used to limit or relieve the liability of any Owner or its Permitted Users or other person(s) who actually caused the damage.

(e) In the event any Owner fails to comply with its maintenance obligations as set forth herein, which failure continues for more than thirty (30) days after the date of written notice to the defaulting Owner and such Owner's Investor Limited Partner of such default, the non-defaulting Owners shall be entitled to enter the Parcel of the defaulting Owner for the purpose of the performance of such maintenance activities as are necessary to restore the Easement Areas, improvements and amenities to good condition and repair, and the provisions of Section 27 shall apply.

9. Rules and Regulations. Each Owner may implement rules and regulations to ensure the quiet enjoyment of its respective Parcel. Each Grantee of an Easement agrees to comply with rules and regulations imposed by the Grantor of such Easement, as deemed necessary or desirable by such Grantor from time to time. Nothing herein shall prevent an Owner from temporarily blocking access to the Easements located on its portion of the Property for the purpose of making reasonable repairs, or as may be necessary from time to time for security or safety purposes and as may otherwise be required in the context of an emergency. Notwithstanding the forgoing, each Owner shall have the right to set such limits on the use of the Easements located on its portion of the Property as such Owner desires so long as the same are applied in a generally consistent manner to the Permitted Users thereof. Notwithstanding anything to the contrary contained in this Declaration, in the event any portion of the Project becomes overburdened by an Easement in the reasonable opinion of the Owner which owns such portion of the Property, that Owner may reasonably restrict the use thereof by the other Owners and their Permitted Users to relieve such over-burdening (provided that such restriction does not cause a violation under the other Owners' organizational documents, financing documents, applicable zoning and other governmental requirements, or the requirements governing the low income housing tax credits allocated to such Owners). In its reasonable discretion, an Owner may establish rules applicable to the use and operation of an Easement located upon the portion of the Property owned by such Owner, including penalties and suspension of privileges and rules providing against the excessive use of the Easement by the other Owners and their Permitted Users, provided such rules are reasonable. Any occupant or lessee of a unit in the Project violating such rules shall be subject to such penalties as reasonably adopted by the Owner of the portion of the Property subject to such Easement.

10. Insurance. Each Owner shall maintain extended coverage replacement cost casualty insurance in effect as to the improvements located on such Owner's Parcel. Each Owner shall procure and maintain general and/or comprehensive public liability against claims for personal injury (including contractual liability arising under the indemnity contained in Section 11 below), death or property damage occurring upon such Owner's Parcel, with single limited coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars

(\$2,000,000) in the aggregate, including umbrella coverage, if any, and naming the other Owners, the Investor Limited Partners and any Lenders as additional insureds thereunder. In connection with any work permitted to be performed on another Owner's Parcel, the Owner performing such work shall carry and maintain (and cause its contractors and agents performing such work to carry and maintain) insurance coverage of an amount and type reasonably acceptable to the other Owners during the duration of the performance of such work. Upon request, each Owner shall provide the other Owners, the Investor Limited Partners and the Lenders with copies of the insurance policies required by this Section 2110. In addition, if available, each policy shall contain a cross liability endorsement in which the rights of the named insured shall not be prejudiced with respect to any action by one named insured against another named insured. Each policy shall be endorsed to state that it (i) is primary and that any insurance available to the additional insureds shall be excess and not contributory and (ii) shall not be canceled without thirty (30) days' written notice to the other Owners, the Investor Limited Partners and the Lenders. Each Owner shall provide the other Owners with annual evidence of insurance from the insurer certifying that all of the insurance required herein is in place and includes the required limits, terms and conditions.

11. Indemnity. Each Owner shall hold harmless, indemnify and defend the other Owners and their respective partners, lenders, successors and assigns, parents, subsidiaries, members, partners, trustees, shareholders, investors, lenders, representatives and agents, and each of their respective officers, directors and employees, from and against any and all claims, expenses, actual liabilities, damages and costs, arising from or related to the indemnifying Owner's (or any Permitted Users of such Owner) use, exercise or enjoyment of the Easements or breach of the terms of this Declaration, including, but not limited to, any damage to property (to the extent the damage is not covered by any casualty insurance) or injury to or death of any person (provided, however, that the Owner shall not be responsible to the extent any claims or liabilities arise from the negligence or willful act or omission of the other Owners). The indemnity shall cover the costs and expenses of the indemnified Owner, including reasonable attorneys' fees and costs related to any actions, suits or judgments incident to any of the matters covered by such indemnity. The Owners' indemnity obligations under this Section shall not be affected by any insurance carried by any Owner.

12. Dispute Resolution Procedures.

(a) In the event of any dispute under this Declaration, the Owners shall meet within thirty (30) days of delivery of a request by either Owner to meet and discuss the dispute. Each Owner shall have a person in attendance who has the authority to resolve the dispute on behalf of that Owner. The Owners shall negotiate in good faith to resolve the dispute.

(b) If an action or proceeding is brought to enforce or interpret any provision of this Declaration, the losing Owner shall pay the prevailing Owner's reasonable actual expenses incurred in connection with such action or proceeding, including reasonable attorneys' fees.

(c) In the event of a default or Event of Default (as defined below) an Owner hereunder, the other shall have all rights available at law or in equity except the right to terminate this Declaration.

13. No Public Rights. This Declaration shall be considered a granting of private Easements only and shall not be construed to create any rights in the general public to use the Easements. The right of the public to make any use whatsoever of the Project, or any portion thereof, is by permission, and subject to the control of the Owner of the portion of the Project being used by the public. Each of the Owners shall do all things needed to preserve the status of the Easements granted in this Declaration as private easements, including cooperating with each other in the periodic publication of legal notices or physically barring access to the affected areas as may be required by law for the purposes expressed in this Section; provided, however, that prior to closing off any substantial portion of any Easement Area, as herein provided, each Owner shall provide written notice to the other Owners of its intention to do so, and shall attempt to coordinate such closing with the other Owners so that no unreasonable interference with the passage of vehicles or passage of pedestrians shall occur.

14. Assignment. This Declaration shall run with the land and inure to the benefit of and be binding upon the Owners and their respective successors and assigns, including, without limitation, all subsequent owners of any interest in any Parcel.

15. Term. This Declaration shall be perpetual in duration unless terminated by the then-current Owners of all Parcels, provided that any such termination is subject the prior written approvals of the Lenders, the Investor Limited Partners, and any other third parties whose consent is required on behalf of an Owner, and in any event, no such termination shall be permitted if it would cause any Parcel to be in violation of any law, regulation or land use approval applicable to such Parcel. It is expressly agreed that no default or Event of Default shall entitle any party to cancel, rescind or otherwise terminate this Declaration. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder or under applicable law by reason of such default or Event of Default. If an Event of Default is not cured within the time frames provided hereunder, any non-defaulting party shall be entitled to all remedies available at law, or in equity, and each party waives any requirement that the other party prove the non-existence of a remedy at law prior to pursuing equitable remedies, including, without limitation, specific performance or injunctive relief.

16. Amendments. This Declaration may be amended only by a written instrument which is executed by all of the then-current Owners of each Parcel, consented to by the Investor Limited Partners, and recorded in the Official Records of Alameda County.

17. Taxes. Each Owner shall pay all ad valorem taxes and other taxes and duties which may be levied or become due and payable only with respect to such Owner's Parcel.

18. Exhibits. All exhibits attached hereto are incorporated herein by reference.

19. No Waiver. No delay or omission by any party to exercise any right or power accruing upon any noncompliance or failure to perform by another party under the provisions of this Declaration shall impair any such right or power to be construed to be a waiver thereof. A waiver by any Owner of any of the covenants, conditions or agreements hereof to be performed by the other Owners shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition or agreement herein contained.

20. Interpretation. If any term or provision of this Declaration shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Declaration shall not be affected.

21. Governing Law. This Declaration shall be construed and enforced in accordance with the laws of the State of California.

22. Notices. All notices required under the terms of this Declaration shall be sent to the Owners with copies to such Owner's Investor Limited Partner at the addresses set forth below:

To PSH Phase I Owner: Lakehurst and Mosley LP
c/o Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
Attention: Executive Director

With a copy to:

Gubb & Barshay LLP
235 Montgomery Street, Suite 1110
San Francisco, CA 94104
Attention: Henry Loh II

To PSH Phase II Owner: Mosley and Mabuhay LP
c/o Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
Attention: Executive Director

With a copy to:

Gubb & Barshay LLP
235 Montgomery Street, Suite 1110
San Francisco, CA 94104
Attention: Henry Loh II

To Senior Owner: Mabuhay and Lakehurst LP
c/o Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
Attention: Executive Director

With a copy to:

Gubb & Barshay LLP

235 Montgomery Street, Suite 1110
San Francisco, CA 94104
Attention: Henry Loh II

To the Investor Limited
Partner of PSH Phase I
Owner:

The Banc of America Housing Fund XVII Limited
Partnership, LLLP
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044
Tel: (410) 964-0552; Fax: (410) 772-2630
Attention: Asset Management

With a copy to:

Email: legalstaff@enterprisecommunity.com
Attention: Chief Legal Officer

With a copy to:

Kenneth S. Gross, Esq.
Gallagher Evelius & Jones LLP
218 North Charles Street, Suite 400
Baltimore, Maryland 21201

To the Investor Limited
Partner of PSH Phase II
Owner:

To be provided upon admission of the Investor Limited
Partner to PSH Phase II Owner

To the Investor Limited
Partner of Senior Owner:

To be provided upon admission of the Investor Limited
Partner to Senior Owner

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, shall be deemed received upon (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, three (3) business days after the date of posting by the United States post office, and (iii) if delivered by overnight delivery, one (1) business day after mailing. Any Owner of Investor Limited Partner may designate a different address from time to time, provided, however, it has given at least ten (10) days advance written notice of such change of address. In the event any date on which any notice is required to be given hereunder falls on Saturday, Sunday or federal holiday, then, the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following

business day.

23. Eminent Domain. If all or any portion of the Property is taken by eminent domain or condemnation proceeding, then the Owner of such portion of the Property shall not be obligated to replace or restore any affected improvements located within such area taken by eminent domain or condemnation proceeding and this Declaration shall terminate with respect to such area. If the improvements or any portion thereof located on any Property are damaged by fire or other casualty, each Owner shall diligently repair and restore the improvements located on its Property in accordance with the initial plan of development to the greatest extent possible, unless otherwise agreed to by the Owners, the Investor Limited Partners, and any Lenders.

24. Default. Failure to comply with the terms, conditions and obligations of this Declaration shall be deemed a default hereunder. A default which continues for more than thirty (30) days after the date of written notice to the defaulting party of such default shall constitute an “**Event of Default**.” Upon an Event of Default, the non-defaulting party shall be entitled to (i) perform such obligations as are necessary to comply with the terms and conditions of this Declaration, (ii) expend such funds as are reasonably necessary to perform such obligations, and (iii) submit an immediate invoice to the defaulting party for the defaulting party’s share of the reasonably expended funds, which shall be due and payable within ten (10) days of the date of notice of the invoiced bill. Any invoiced amount which is not paid in a timely manner shall accrue interest at the rate of ten percent (10%) per annum, retroactive to the date of invoice. Each Owner shall provide notice of any defaults hereunder to any Lenders, and the Lenders shall have thirty (30) days to cure such default(s). To the extent any Investor Limited Partner is then an equity investor in an Owner, each Owner shall provide notice of any default or Event of Default hereunder to such Investor Limited Partner at the addresses noted in Section 22 above and such Investor Limited Partner shall have thirty (30) days to cure any such default or Event of Default prior to any party taking any enforcement action hereunder. The Investor Limited Partner of each Owner shall also have the right, but not the obligation, to exercise the self-help rights of an Owner hereunder as described in Section 8(e) above.

25. Estoppel Certificate. At any time from time to time, each Owner, upon request in writing from the other Owner, agrees to execute and deliver to the requesting Owner, the Investor Limited Partners and any Lenders a statement in writing certifying to all or any part of the following information as such requesting Owner shall require: that this Declaration is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); that the responding Owner, to its knowledge, knows of no default or Event of Default under this Declaration by the requesting Owner, or if there is a default or Event of Default, the nature thereof.

26. No Joint Venture; No Conveyance of Title. Nothing contained in this Declaration shall be construed to make the parties partners or joint venturers or to render any Owner liable for the debts or obligations of the other Owner, except as expressly provided in this Declaration. This Declaration does not constitute a conveyance of fee simple title to any portion of any Parcel or any other part of the Property or a conveyance of any other interest in any Parcel or any other part of the Property except as expressly set forth herein. Use of real property covered by this Declaration shall not create any claims for adverse possession or prescriptive easement.

27. Entire Agreement. This Declaration contains the sole and entire agreement of the parties hereto with respect to the matters contemplated hereunder, and no representation, inducement, promise or agreement, oral or written, by and among the Owners and not incorporated herein shall be of any force or effect.

28. Priority of Easements. The Easements and other rights granted in this Declaration shall be superior in priority to any mortgages, security deeds, deeds of trusts or liens, the foreclosure of which could terminate such Easements and other rights granted herein.

29. Headings. The section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Declaration or in any way affect its provisions.

30. Counterparts. This Declaration may be executed in counterparts.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

DECLARANT:

Housing Authority of the City of Alameda,
a public body corporate and politic

By: Vanessa Cooper
Vanessa Cooper
Executive Director

[SIGNATURES MUST BE NOTARIZED]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Alameda)

On January 12, 2024, before me, Jocelyn E. Layte, Notary Public, personally appeared

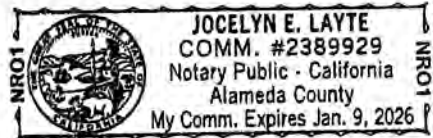
Vanessa Cooper, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jocelyn E. Layte



This area for official notarial seal

EXHIBIT A-1

Legal Description of the PSH Parcel

Real property situated in the City of Alameda, County of Alameda, State of California, described as follows:

Lot 1, as shown on the Map of Subdivision 8561, filed October 25, 2023, in Book 369, Pages 95-100, Alameda County Official Records.

EXHIBIT A-2

Legal Description of the Senior Parcel

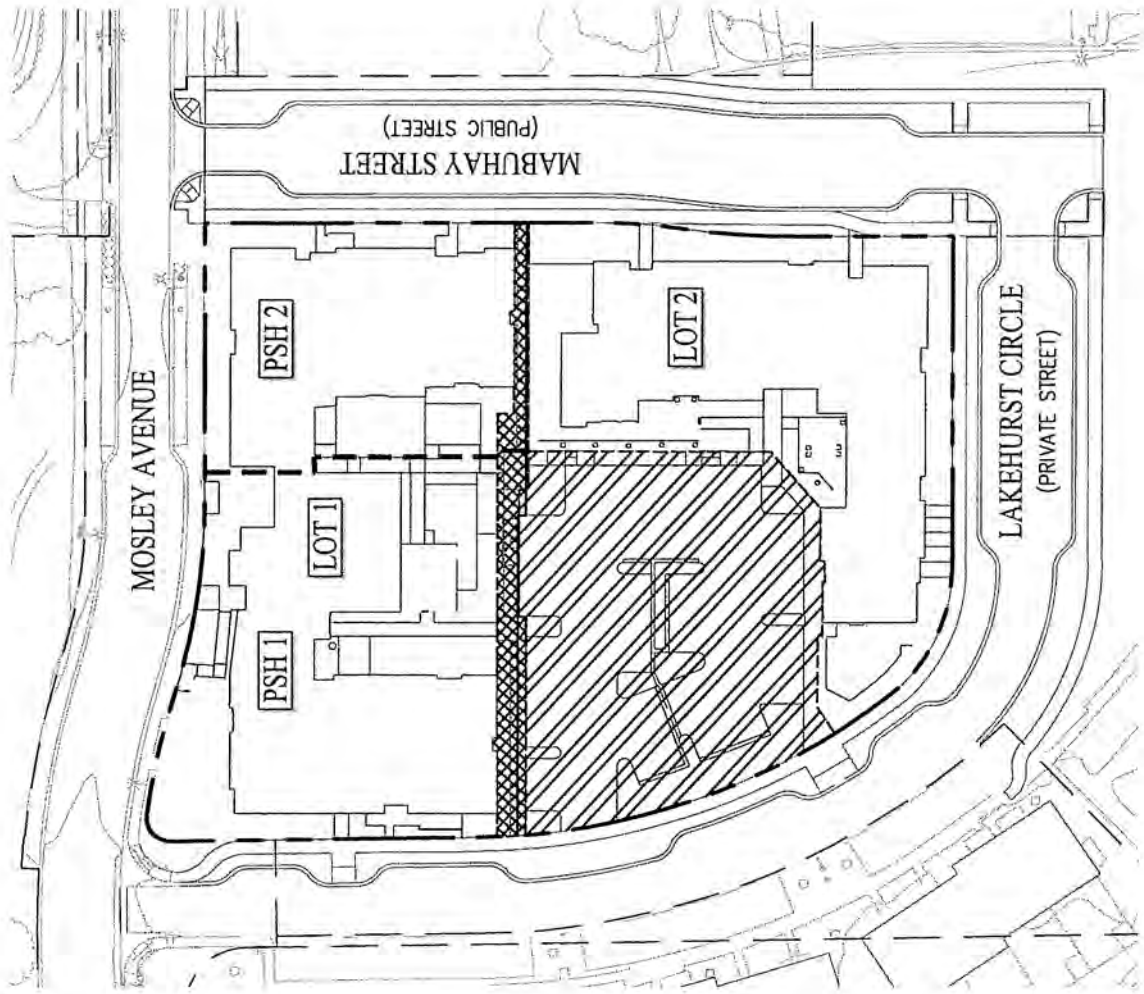
Real property situated in the City of Alameda, County of Alameda, State of California, described as follows:

Lot 2, as shown on the Map of Subdivision 8561, filed October 25, 2023, in Book 369, Pages 95-100, Alameda County Official Records.

EXHIBIT B

Site Plan

[Attached]



LEGEND

- PROPERTY BOUNDARY
- ADJACENT PARCEL LINE
- LOT LINE BETWEEN LOT 1 (PSH 1 & 2) AND LOT 2 (SENIOR)
- PSH 1 & 2 (LOT 1) AIR-SPACE SUBDIVISION LINE
- ▨ PARKING AREA
- ▩ PATHWAY AREA

RECIPROCAL EASEMENT AREAS NORTH HOUSING BLOCK A

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA
 SCALE: 1" = 80' DATE: JANUARY 24, 2024

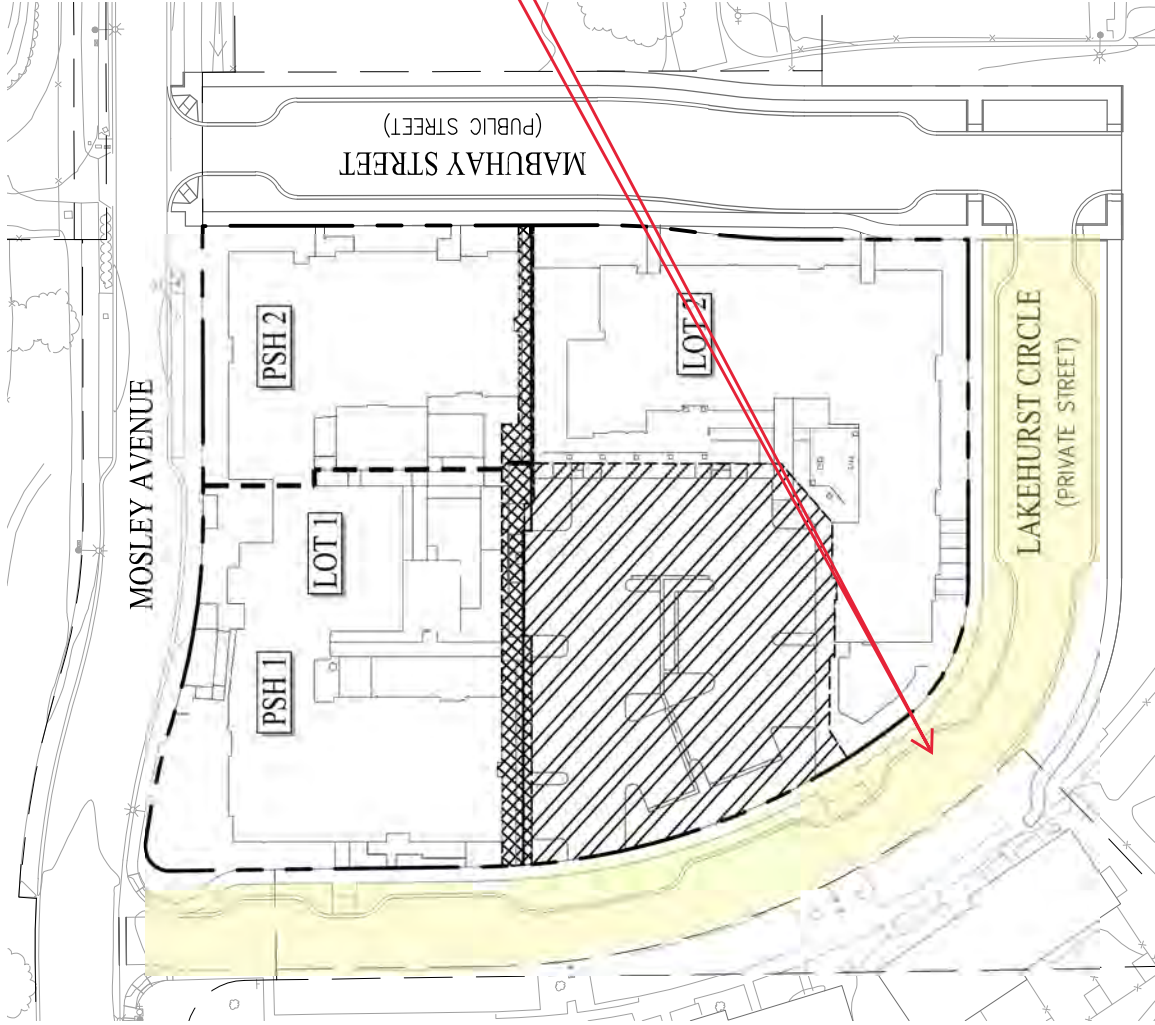


cbg

SAN RAMON (925) 866-0322
 ROSEVILLE (916) 788-4456
 WWW.CBANDS.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS

Annotated Map for Street Maintenance Agreement



LEGEND

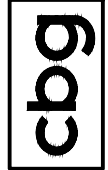
- PROPERTY BOUNDARY
- ADJACENT PARCEL LINE
- LOT LINE BETWEEN LOT 1 (PSH 1 & 2) AND LOT 2 (SENIOR)
- PSH 1 & 2 (LOT 1) AIR-SPACE SUBDIVISION LINE
- PARKING AREA
- PATHWAY AREA

AHA is the owner of Lakehurst Circle and is negotiating a maintenance agreement with Carmel Partners, adjacent property owner.

RECIPROCAL EASEMENT AREAS

NORTH HOUSING BLOCK A

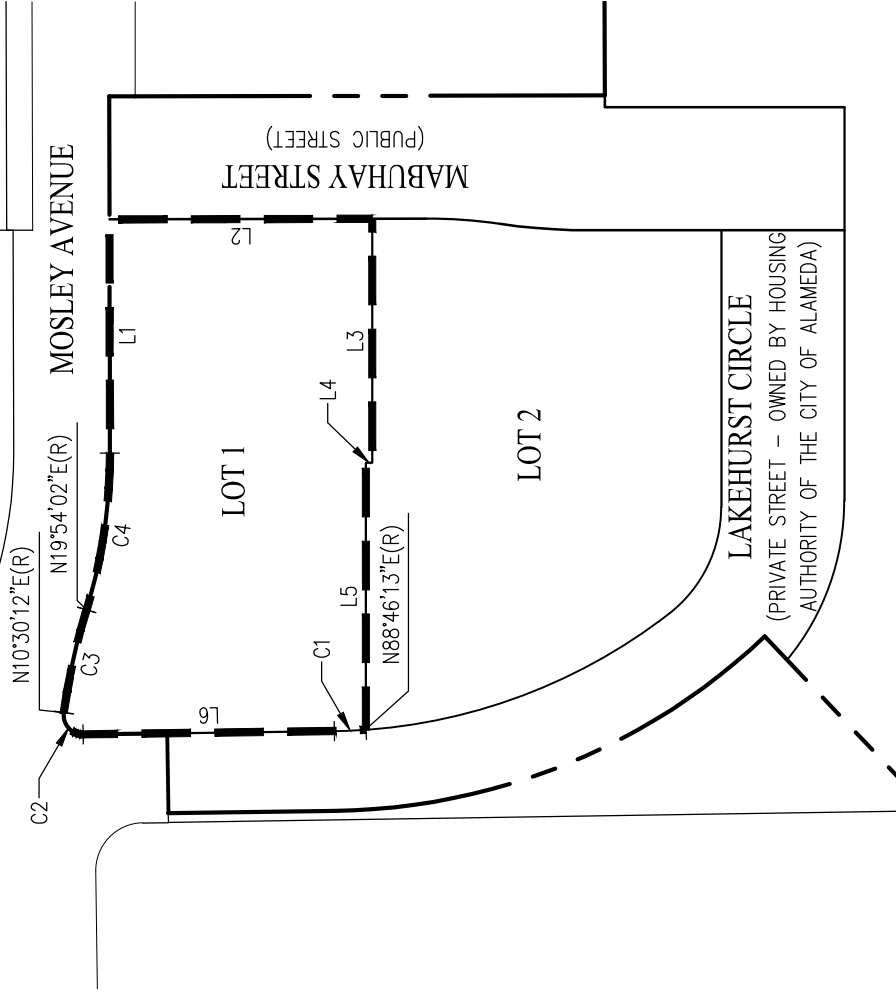
CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA
SCALE: 1" = 80' DATE: JANUARY 24, 2024



SAN RAMON (925) 866-0322
ROSEVILLE (916) 788-4456
WWW.CBANDG.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS

Annotated Map for Condominium Plan



LINE TABLE		
NO	BEARING	LENGTH
L1	N87°21'52"W	121.52'
L2	N02°38'08"E	136.71'
L3	N87°13'09"W	126.95'
L4	N02°46'51"E	3.32'
L5	N87°13'09"W	138.91'
L6	N02°00'52"E	130.63'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	289.50'	3°14'39"	16.39'
C2	10.00'	98°29'20"	17.19'
C3	334.00'	9°23'51"	54.78'
C4	275.00'	17°15'54"	82.87'

DRAFT

CONDOMINIUM PLAN LOT 1 - TRACT 8561 NORTH HOUSING BLOCK A

ALAMEDA, CALIFORNIA

JANUARY 2024

SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM



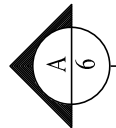
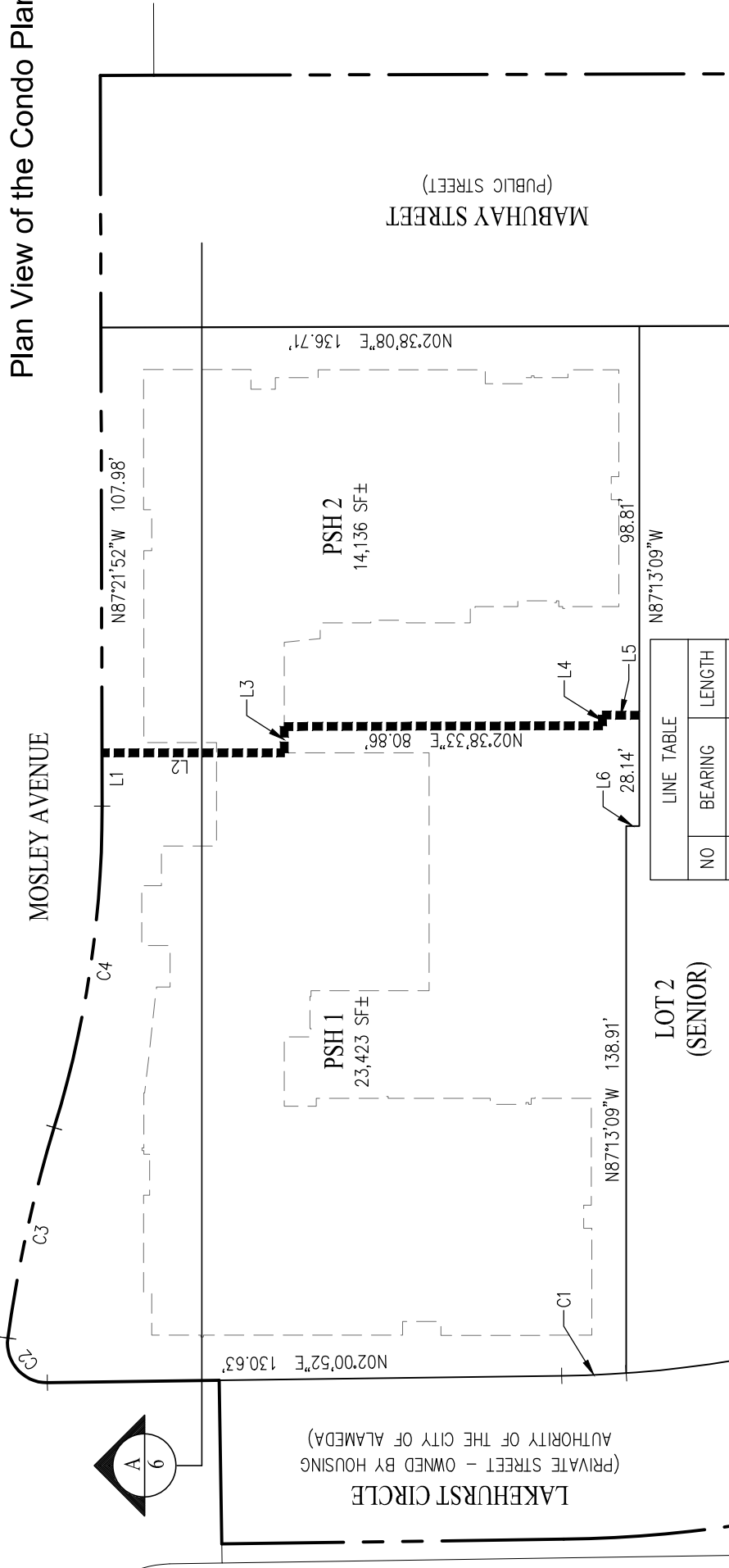
CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

LEGEND

- PROJECT BOUNDARY
- LOT 1 BOUNDARY
- LOT LINE

ABBREVIATIONS

- ELEV ELEVATION
- PSH PERMANENT SUPPORTIVE HOUSING
- R RADIAL
- SF SQUARE FEET



LAKHURST CIRCLE
(PRIVATE STREET - OWNED BY HOUSING
AUTHORITY OF THE CITY OF ALAMEDA)

MARUHAY STREET
(PUBLIC STREET)

LEGEND

- PROJECT BOUNDARY
- LOT LINE
- AIR-SPACE SUBDIVISION LINE
- BUILDING LIMIT (FOR REFERENCE)

LINE TABLE

NO	BEARING	LENGTH
L1	N87°21'52"W	13.54'
L2	N02°46'51"E	46.29'
L3	N87°29'17"W	6.66'
L4	N88°04'29"W	2.69'
L5	N02°59'38"E	9.36'
L6	N02°46'51"E	3.32'

CURVE TABLE

NO	RADIUS	DELTA	LENGTH
C1	289.50'	3°14'39"	16.39'
C2	10.00'	98°29'20"	17.19'
C3	334.00'	9°23'51"	54.78'
C4	275.00'	17°15'54"	82.87'

DRAFT

CONDOMINIUM PLAN
LOT 1 - TRACT 8561
NORTH HOUSING BLOCK A

ALAMEDA, CALIFORNIA

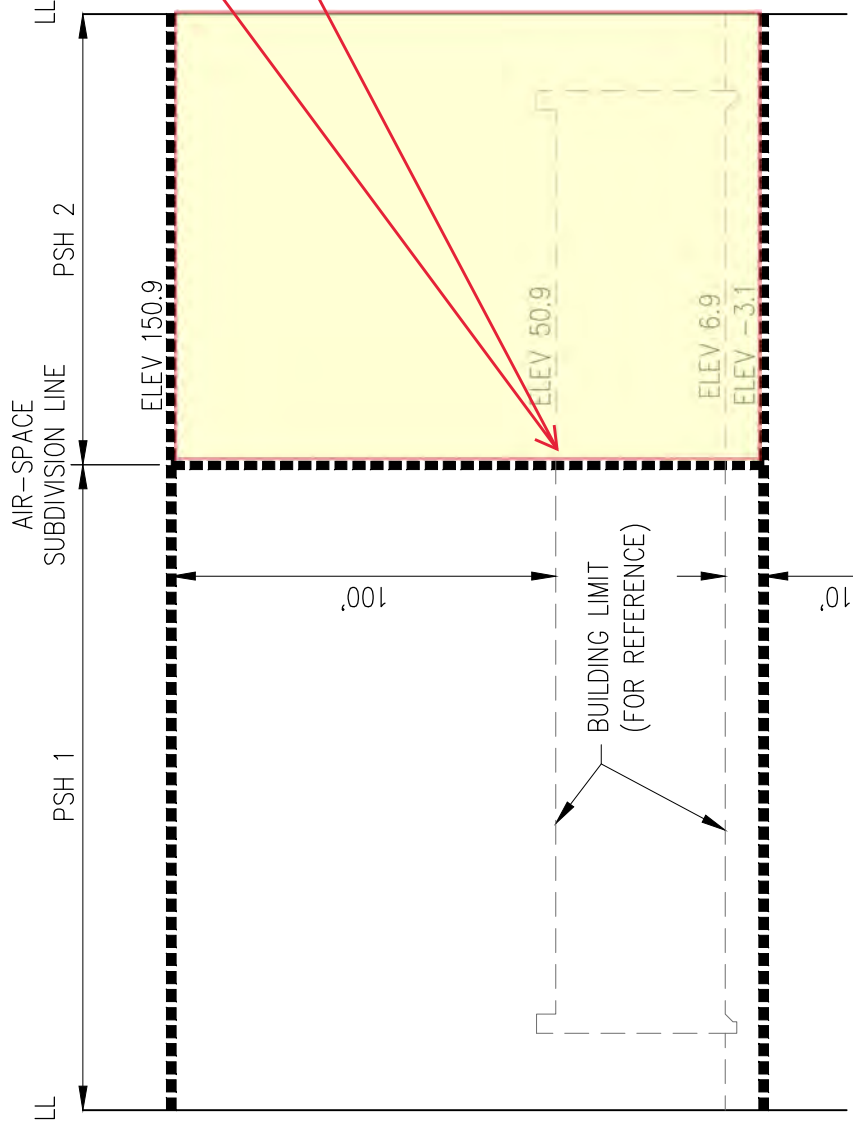
JANUARY 2024

SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM



CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

Elevation/Section of the Condo Plan



LAKHURST CIRCLE
 (PRIVATE STREET - OWNED BY HOUSING
 AUTHORITY OF THE CITY OF ALAMEDA)

MABUHAY STREET
 (PUBLIC STREET)

The Condominium
 Plan allows us to build
 Estuary II right next to
 Estuary I.

SECTION A
 NOT TO SCALE

DRAFT

CONDOMINIUM PLAN
 LOT 1 - TRACT 8561
 NORTH HOUSING BLOCK A

ALAMEDA, CALIFORNIA

JANUARY 2024

SAN RAMON (925) 866-0322
 SACRAMENTO (916) 375-1877
 WWW.CBANDG.COM



CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS



Housing Authority
of the
City of Alameda

PHONE: (510) 747-4300
FAX: (510) 522-7848
TTY/TRS: 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners
From: Joshua Altieri, Community Relations Manager
Date: April 17, 2024
Re: Accept the 2024 AHA Environmental Committee presentation.

BACKGROUND

Officially formed in January 2024, AHA's Environmental Staff Committee works to identify opportunities for AHA to reduce energy usage, water usage and waste within AHA's housing portfolio.

DISCUSSION

This presentation provides an overview of AHA's best practices and 2024 activities related to environmental initiatives, as well as prospective opportunities which could enable AHA to reduce energy usage, reduce water usage, and reduce waste.

FISCAL IMPACT

Presentation only. No funding needed.

CEQA

Not applicable.

RECOMMENDATION

Accept the 2024 AHA Environmental Committee presentation.

ATTACHMENTS

1. Enviro Plan Update__FINAL__April 9

Respectfully submitted,

Joshua Altieri

Joshua Altieri, Community Relations Manager



AHA's Environmental Committee

Est. January 2024



Committee Goals

Identify opportunities for AHA to reduce energy usage, reduce water usage, and reduce waste within current AHA portfolio and future AHA housing development.

To drive conservation efforts the Committee is researching local partnership opportunities with community agencies, funding sources, staff training options, operational best practices, government regulations, and resident services.

Committee Members

- Jocelyn Layte, Housing Development Dept
- Sean Prevette, Administrative Services Dept
- Joshua Altieri, Administrative Services Dept
- Rona Leigh De Guzman, Administrative Services Dept
- Trevor Jones, Asset Management Dept
- Sepideh Kiumarsi, Data & Policy Dept

AHA's current best practices to Reduce Waste

- Recycling bins for AHA residents.
- Recycling bins at AHA offices (701 Atlantic, South Shore).
- Digital file structure & storage (Laserfiche).
- Office Printing Default Settings (front/back).
- Maintenance staff disposes of recyclable materials from shipments.
- Removed personal printers in the office except for staff handling confidential info.
- Promote Recycling content into tenant quarterly newsletters.
- AHA's Asst Dir. of Admin Services on City's Zero Waste Committee.
- Completed Green Mission Statement.

2024 Implemented Activities to Reduce Waste

- Coordinated with ACI (Alameda County Industries) to source 100 tote bags for residents to use in collection of recyclable material.
- Distributed recycling instructions/signage (from ACI) at AHA properties.
- Crafted Green Mission Statement.

Future Opportunities in 2024 to Reduce Waste

- Lifesteps monthly event programming around recycling and reducing waste to AHA residents.
- Join City of Alameda application to Cal Recycle Grant (July 1) to provide AHA residents 5G recycle bins.
- Streamline process for property management to schedule ACI “Bulky Item” annual pickups for residents.
- Include waste reduction and recycling messaging into AHA resident newsletter.

AHA's current best practices to Reduce Water Use

- Maintenance staff replaces old bath/kitchen items, in resident units, with water efficient shower heads, faucets, water heaters, etc.
- Inspects and fixes running toilets for residents as part of HQS process.
- Water resilient landscaping at Rosefield Village.
- Transitioning away from water intensive landscaping at current AHA properties.

2024 Implemented Activities to Reduce Water Usage

- Compiled water usage data for AHA properties, from EBMUD, for baseline research to monitor effectiveness of future measures.

Future Opportunities in 2024 to Reduce Water Usage

- Plan for less water-dependent landscaping at The Poplar, and all phases of North Housing.
- Research use of reclaimed water for landscaping.
- Add messaging into tenant newsletter (Summer) about tips for reducing personal water use.
- Execute reduce/recycle content into LifeSteps programming to educate residents.

AHA's current best practices for Energy Efficiency

- During unit service visits, maintenance staff replaces old bulbs with LED bulbs.
- Recently built developments feature solar power for common area lighting (Everett Commons, Littlejohn Commons, Rosefield Village).
- Future new construction developments (North Housing, Tilden Commons) to feature solar power.
- Compiled energy usage data for AHA props for baseline.

2024 Implemented Activities for Energy Efficiency

- Educational messaging into Q1 tenant newsletter for tips on how residents can use less electricity and save money on electric bill (AMP).
- Price quote obtained to replace all light bulbs at 701 Atlantic (inside building and outside in parking areas) with LED bulbs.
- Developed partnership with Alameda Municipal Power to identify AHA households not participating in the Energy Assistance Program.

Future Opportunities in 2024

Energy Efficiency

- Continued research of funding opportunities with the Department of Energy for energy efficiency initiatives. DOE's Office of Energy Efficiency and Renewable Energy (EERE).
- Create implementation timeline to replace all bulbs w/LED bulbs (701 office and parking).
- Continued planning to implement Electric Vehicle charging station at Independence Plaza (12 to 18 months).
- Enroll eligible AHA households into AMP EAP program.

How to Measure Success?

1. Monitor use of recycle bins and general waste practices by AHA residents, include anecdotal reporting from PM staff.
2. Resident surveys to measure resident knowledge from newsletter messaging and LifeSteps programming.
3. At property level, track (energy and water) current usage vs. historical usage data to measure impact of committee implementations on use of resources.
4. Track amount of grant funding for environmental initiatives.
5. Quantify number of new AHA households participating in AMP Energy Assistance Program.



Housing Authority
of the
City of Alameda

PHONE: (510) 747-4300
FAX: (510) 522-7848
TTY/TRS: 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Alicia Southern, Director of Human Resources and Operations

Date: April 17, 2024

Re: Approve Resolution to make minor changes to the Employee Handbook to reflect changes in state or federal law, as well as language and administrative changes; and approve a number of temporary hiring flexibility changes to the Executive Director's authority for the calendar year 2024 in order to assist with filling vacant positions.

BACKGROUND

The Housing Authority became an autonomous agency in 2012 and adopted new personnel policies that replaced the City's Employee Handbook and the ACEA and MCEA Memorandums of Understanding. In drafting the 2012 Personnel Policies staff sought guidance from a variety of sources and perspectives. Sample personnel policies from the Housing Authority Risk Retention Pool (HARRP) provided a good starting place. Attorneys skilled in human resources and applicable California and federal laws prepared these policies. Subsequently, Liebert Cassidy Whitmore completed a thorough review of the AHA Personnel Policies to certify legal compliance at both the state and federal levels on November 4, 2014. A complete overhaul and renaming of the manual to the Employee Policies and Procedures Handbook was approved by the Board on December 21, 2016. Various changes have triggered legal or policy changes since then and have been approved annually by the Board.

DISCUSSION

This month, a revised version of the Employee Policies and Procedures Handbook is being brought to the Board for review. The document has been thoroughly reviewed by attorneys with Liebert Cassidy Whitmore, who certify compliance with state and federal laws. Additionally, staff were provided with opportunities to review and comment on the manual and to provide written feedback. Legal input and, where possible, staff suggestions are incorporated into the final document that is being presented for review.

The policy is being brought in track changes format, as is typical, to highlight the revisions and additions that were made.



A brief explanation of the changes is below.

Changes that were made for business, editing, and/or formatting purposes, include:

- Continuing to make the document more gender neutral.
- Corrections to staff titles, for example the Director of Human Resources and Operations was renamed to the Director of Human Resources; correcting punctuation; and deleting any duplicate sentences.
- No Remote Access for Non-Exempt Employees. It is already an AHA rule, that hourly staff cannot access work equipment, resources, or email outside of work hours without authorization.
- Job postings. Clarifying that promotional job opening announcements will be sent to staff via email, instead of posted in a visible area.
- Clarifications on the definition of outside employment for the purposes of filling out the annual AHA outside employment form.
- Including the Vacation – Accrued Leave Pay Out under the list of Employee benefits and stating the approval will come from the Board and will comply with all state, federal, and IRS regulations.
- Vacation leave. Explaining that time off is approved based on accrued leave and that the AHA may ask an employee to rescind or shorten an approved vacation if they do not have enough leave to cover the requested vacation time. A clean-up of this section is also being recommended, removing past leave change requests, clarifying the leave cap, and stating that the Executive Director may have a different cap in their contract.
- Requests for leave. Stating that hourly staff who arrive to work late without notifying AHA will be considered late, absent authorization.
- Timekeeping requirements. Explaining that time off is only approved if requested and recorded in the timekeeping system.
- Solicitations. Making clear that employees of AHA cannot solicit staff or visitors verbally, electronically, or by other means without Executive Director approval.

The main changes to policy (as opposed to changes made for editing/formatting purposes) are described below, along with a brief summary of the rationale for the changes.

1. Workplace Relationships. The requirement for a manager to disclose a consensual romantic or sexual relationship to the Director of Human Resources, to assess if remedial action is warranted.
2. Vacation. Adding to AHA policy that we reserve the right to extend the probationary period for any long term vacations and that vacation requests around highly requested holiday periods will need to be scheduled in advance, due to limited staffing.
3. Health Care Provider's Certification. Updated to reflect the change in the law allowing for five days of statutory leave.
4. Integration of Benefits. Detailing that in the event of over payment of benefits by the state an employee must repay the AHA within 14 days, unless a repayment schedule is approved by the Executive Director.

5. Reproductive Loss Leave. Due to changes in the law the AHA is providing eligible employees up to 5 days unpaid leave to recover from a reproductive loss event. The employee may choose to use their leave accruals but does not have to.
6. Pay Periods and Pay Days. For the ease of administration employees will be provided their annual step increases at the start date of the pay period following their anniversary date.
7. Payroll deductions. Since a payment can take time to post from AHA's account, adding clarification that it can take up to three days to post in an employee's account. Adding that it is the employee's responsibility to provide correct account information and to notify the AHA if they close their account. When an employee requests paper checks and the employee does not want the checks mailed, the employee must pick the checks up from the Finance Department on the employee's own time.
8. Shoes/Boots Allowance. Adding a boot allowance for staff who work in construction areas.
9. Smoking. Adding the parking lot to the no smoking areas.
10. Ending employment. Adding that for the purpose of resignations, two weeks is no less than 10 full AHA business days. That employees who are resigning will not be able to work remotely unless they receive written permission from the Executive Director. Stating that AHA reserves the right to end the employee's notice period early and that the employee will be compensated through the last day of work in their written notice of resignation.
11. Separation due to incapacitation. When there is reliable and sufficient medical evidence that indicates an employee is substantially unable to perform their job duties, AHA may apply for a disability retirement on behalf of the employee. All applicable procedural due process requirements will be followed when processing a separation under this section.
12. Re-hire. That employees who do not provide proper notice of separation, fail to return equipment, fail to complete mandated training and/or have a document history of poor performance and poor attendance are not eligible for re-hire.

We are requesting that these handbook changes be approved effective immediately.

Additional flexibility in hiring:

Staff have made considerable progress in filling vacant positions over the past 30 days with 6 new hires scheduled for April and May. However, there remains a number of key positions that need filling in the next few months to reduce the burden on existing staff and to be ready for upcoming new projects.

With the current tight job market, finding qualified candidates remains a challenge. Candidates are often in the recruitment process with various agencies simultaneously, leading to competing offers, or AHA's offer is countered by their current employer. AHA is working to streamline the hiring process as much as possible, but there still remains many additional required steps such as background checks. The following should allow for offers to be made quickly and appropriately to applicants.

Staff is asking for approval for up to 12 months for the following flexibility in hiring, some of which have been previously Board-approved and are noted in the Schedule of Authorized Positions.

- **Flexibility in hiring levels:** Where there are two levels of the same position (e.g., Housing Specialist I/II or Management Analyst/Senior Management Analyst) the Executive Director may hire such positions, dependent on qualifications, at either level, so long as the overall staffing budget is not exceeded. The Executive Director may also hire a candidate for any open exempt position that is no higher than the pay range as the listed position for which the candidate applied. For example, a Risk Control Manager candidate could also be hired as a Senior Management Analyst or as a Management Analyst. Any changes that would exceed the budget would be brought to the next Board meeting for prior approval. Otherwise, changes will be provided to the Board in the next routine update of the Pay Range schedule.
- **Flexibility in position title:** The Executive Director may make minor changes to the name of the position, provided it does not materially change the position itself or the relative position within the agency and still falls within the latest overall salary compensation study. Any changes would be brought to the next Board meeting, after hire, for ratification.
- **Flexibility in Department/Supervisor:** The Executive Director may alter the department where a specific position is situated/supervised, provided it does not materially change the position or exceed the agency's budget. Any changes would be brought to the next Board meeting, after hire, for ratification.
- **Flexibility in advertising:** In the event of an urgent staffing need, the Executive Director may advertise a proposed position up to 30 days before the expected Board approval. The advertisement will note this is subject to Board approval. The position may not be filled (i.e. offer made) until the Board approves the position. In the event that the Board does not approve the additional position, candidates may be considered for other current and future openings.

FISCAL IMPACT

There are very minor fiscal impacts to the proposed changes in policy that should be offset by savings in salary and administrative costs.

CEQA

N/A

RECOMMENDATION

Approve Resolution to make minor changes to the Employee Handbook to reflect changes in state or federal law, as well as language and administrative changes; and approve a number of temporary hiring flexibility changes to the Executive Director's authority for the calendar year 2024 in order to assist with filling vacant positions.

ATTACHMENTS

1. Reso-Amend Employee Handbook 04.2024
2. Employee Handbook Eff 01.11.23 Rev 04.18.24

Respectfully submitted,
Alicia Southern, Director of Human Resources and Operations

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

*Resolution No.*_____

ADOPT REVISED EMPLOYEE POLICIES AND PROCEDURES HANDBOOK

WHEREAS, the Housing Authority Board of Commissioners adopted the AHA Personnel Policies April 12, 2012; and

WHEREAS, the Housing Authority renamed and revamped the polices on December 21, 2016 to the Employee Policies and Procedures Handbook; and

WHEREAS, Liebert Cassidy Whitmore completed a thorough review of the AHA Employee Policies and Procedures Handbook and certified legal compliance at both the state and federal levels on 11.4.2014; ev.12.21.2016, eff.1.8.2017, eff. 1.11.2023, and

WHEREAS, Liebert Cassidy Whitmore completed a thorough review of the proposed revisions to the AHA Employee Policies and Procedures Handbook and has certified legal compliance of the policies at both the state and federal levels;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Alameda hereby approves and adopts the revised Employee Policies and Procedures Handbook rev. 4.17.2024, eff. 4.18.2024.

ATTEST:

Carly Grob, Chair
Board of Commissioners

Vanessa M. Cooper
Secretary

Adopted: _____



EMPLOYEE POLICIES AND PROCEDURES HANDBOOK

TABLE OF CONTENTS

Welcome	
Our Vision	5
Our Mission	5
Our Guiding Principles	5
Agency Goals and Objectives	5
Part One: Introductory Information	
Handbook Use and Purpose	6
Agency Background	6
Your Responsibilities as a Public Employee	7
▪ Responsibilities under Title VI, Section 504 and California Government Code Section 12921	
▪ Conflict of Interest / Misuse of Funds	
▪ Confidentiality	
▪ Political Activity	
▪ Responsibility in a Disaster	
Equal Employment Opportunity	10
Reasonable Accommodation	10
Reasonable Accommodation of Protected Disabilities	11
Complaint Procedures for Complaints of Denial of Reasonable Accommodation	12
Part Two: Employment and Hiring Policies	
Work Eligibility	12
▪ Verification of Authorization to Work in the United States	
▪ Background Checks	
▪ Pre-Employment Physical	
▪ California Driver License and Insurance	
Employee Classifications	13
Changes in Employee Classifications	14
Probationary Period	14
Change of Position	15
▪ Transfer	
▪ Demotions	
Job Descriptions	15
Job Postings	16
Hiring of Relatives	16
<u>Workplace Relationships</u>	
Employment of Board of Commission Members	17

Outside Employment	17
Part Three: Employee Development	
Performance Management	19
Professional Development	20
Part Four: Employee Benefits	
Definition of Eligibility	21
Cafeteria Plan	21
Health Insurance	21
Dental Insurance	22
Vision Insurance	23
Insurance Continuation (COBRA)	23
Life and Accidental Death and Dismemberment (AD&D) Insurance	23
Long Term Disability Insurance	23
Public Employees Retirement System (PERS)	24
Flexible Spending Account (FSA)	24
State Disability Insurance (SDI)	24
Paid Family Leave (PFL) Insurance Program	24
Deferred Compensation (457 and Roth IRA)	25
Employee Assistance Program (EAP)	25
Education Assistance and Tuition Reimbursement	25
Credit Union	26
Workers Compensation Insurance	26
Unemployment Insurance	26
Medicare	27
Social Security and PARS	27
Part Five: Paid Time Off	
Vacation Leave	27
Holidays	30
Floating Holidays	31
Sick Time	31
Jury Duty/Witness Leave	34
Bereavement and Funeral Leave	35
Time Off to Vote	36
Part Six: Unpaid Time Off and Leaves of Absence	
Requests for Leave	36
Integration of Benefits	37
Medical Certification	37
Communications During Leave	37
Returning to Work	37
Concurrent Running of Leaves	38
Probationary Status During Leaves	38
Unpaid Leaves	38
▪ Family/Medical Leave under FMLA/CFRA	
▪ Non-FMLA/CFRA Medical/Family Leave	

<ul style="list-style-type: none"> ▪ Pregnancy Disability Leave ▪ Industrial Injury Leave ▪ Military Duty Leave ▪ Personal Leave of Absence ▪ School Activities Leave ▪ Other Forms of Leave 	
Reproductive Loss Leave	38
Leave Donation Program	47
Part Seven: Work Hours and Pay	
Pay Periods and Pay Days	49
Work Day and Work Week	49
Overtime	49
No Remote Access for Non-Exempt Employees	50
Work Period	50
Break/Rest Periods and Meal Periods	50
Flexible Work Schedule	50
Timekeeping Requirements	51
Payroll Deductions	51
Review Your Paycheck	52
Part Eight: Compensation and Salary Administration	
Determination of Pay Rates	53
Wage Rates and Steps	53
Reclassifications Resulting in Range Decrease (Y-Rate)	54
Wage Adjustments	54
Overtime Pay	55
On-Call and Emergency Call Compensation	55
Bilingual Pay	56
Notary Public Stipend	56
Shoes/Boot Allowance	57
Acting Pay	57
Part Nine: Workplace Health and Safety	
Drug and Alcohol-Free Workplace	57
Smoking	59
Safety and Security	59
Violence in the Workplace	60
Part Ten: Work Practices and Environment	
Punctuality and Attendance	62
Leaving During Working Hours	62
Telecommuting	62
Guests and Visitors	63
Breastfeeding-Friendly Workplace	64
Use of Facilities and Property	64
Tools and Equipment	65
Inspection of Tool Boxes/Desks/Computers/Vehicles	65
Use of Motor Vehicles	65

Expense Reimbursement	66
Dress Guidelines	66
Maintenance Staff Uniforms	67
Scent Free Policy	68
Parking	68
Solicitations	68
References	69
Part Eleven: Information and Communication	
Technology, Voice Mail and Electronic Mail	69
Use of Agency-Issued Cell Phones	70
Use of Personal Cell Phones	70
Social Media	71
Employee Information	72
Personnel Files	72
Internal Communication	72
Media Relations	73
Part Twelve: Standards of Conduct	
Discrimination and Harassment	73
Workplace Conduct	75
Open-Door Policy	76
Discipline, Termination, and Grievance Procedure	77
Part Thirteen: Ending Employment	
Voluntary Termination of Employment	83
Payroll and the Return of AHA Property	83
Reduction in Force	84
Exit Interviews	86
Acknowledgement of Receipt	87
Change Log	88

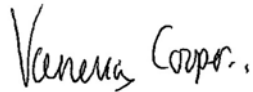
WELCOME

Welcome to the Housing Authority of the City of Alameda! Through the efforts of our staff members, the Housing Authority of the City of Alameda has established itself as a leading organization in the community and in the housing industry, and we are excited to have you join our team. As a diverse and vibrant community partner, our goal is to excel in all areas of our work, adapting to new challenges as circumstances and needs change and to provide excellent customer services to landlords, tenants, participants and partners.

Our vision and mission, along with a 2-year Agency plan and the 5-year HUD plan, guide the work that we do. To ensure our continued success, all employees need to understand and conduct their work consistent with our policies and procedures. This Handbook contains important information that you need to know about The Housing Authority, including a summary of our policies, benefits, and work expectations, and we encourage you to use it as a reference throughout your employment with us.

If you have any questions, please do not hesitate to ask either your supervisor or any Director.

Sincerely,



Vanessa Cooper, Executive Director

OUR VISION

The Housing Authority of the City of Alameda shall continue to be recognized for creatively seeking ways to expand the availability of affordable housing throughout Alameda, for caring professional staff, and excellent service provided fairly to all.

OUR MISSION

The Housing Authority of the City of Alameda, in partnership with the entire community, advocates and provides quality, affordable, safe housing; encourages self-sufficiency; and strengthens community inclusiveness and diversity in housing.

OUR GUIDING PRINCIPLES

- Our services, policies and staff considerations shall reflect this agency's value for inclusiveness, diversity and culturally sensitive services
- Our agency goals will be achieved by ongoing collaboration with customers and community partners

AGENCY GOALS AND OBJECTIVES

Goals and objectives are established every five years in conjunction with the Housing Authority's Agency Plan process. In addition, management utilizes a two-year work plan to guide key activities and also maintains a Strategic Plan that sets out overarching goals. Current plans, goals, and objectives are provided to new employees during the onboarding process.

PART ONE: INTRODUCTORY INFORMATION

HANDBOOK USE AND PURPOSE

This employee handbook is designed to help employees familiarize themselves with important information about the Housing Authority of the City of Alameda (hereafter also referred to as AHA, the Housing Authority, and/or the Agency), as well as information regarding their own privileges and responsibilities as employees.

It is not possible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question. Also, future circumstances may require changes in the policies, practices, and benefits described in this handbook. Accordingly, AHA, upon approval by the Board of Commissioners, reserves the right to modify, rescind, supplement, or revise any provision in this handbook. While AHA will make reasonable efforts to provide employees with advance notice of any modifications or revisions to the handbook and will distribute or make available updated pages as revisions are made, advance notice of policy changes may not always be possible. Even in this event, changes to policies apply to Housing Authority employees upon their effective date, unless otherwise pre-empted by legislation. Further, the continuation of working conditions and practices not specifically authorized by resolution of the Board of Commissioners is not guaranteed by the policies in this Employee Handbook. This handbook does not create any contract of employment, express or implied, or any rights in the nature of a contract. Nor should anything in this policy be read or construed as modifying or altering the at-will relationship between AHA and those employees classified as at-will. The policies and procedures in this handbook are intended to replace all previous personnel policies, practices, and guidelines under which Housing Authority employees have worked.

Employees are expected to comply with all Agency policies. Employees who fail to do so will be subject to discipline, up to and including immediate termination.

Any questions regarding the contents of this handbook may be addressed to your supervisor or to the Director of Human Resources.

AGENCY BACKGROUND

Our Organization: The Housing Authority of the City of Alameda is a political subdivision of the State of California and its jurisdiction includes the City of Alameda. As a result of the Act of 1937, the Alameda City Council passed Resolution No. 2507 on August 6, 1940, establishing the City's need for low-income housing and a housing authority to administer such programs. The Council has appointed a Board of Commissioners to set the policies for the Housing Authority. The Board of Commissioners, usually appointed for overlapping 4-year terms, has seven members. Two of the Board members are tenant representatives and are appointed for 2-year terms by the City Council.

The AHA Executive Director is the staff person responsible to the Board of Commissioners. The Executive Director is also charged with the responsibility of carrying out Board policy and is generally responsible for the efficient administration of Housing Authority programs. The Executive Director (and designated personnel) has the authority to enforce the policies approved and adopted by the Board of Commissioners, and has specific authority for:

- **Budget Limitations:** All operations of the Housing Authority are subject to the operating money made available by the budgets as approved by the Board of Commissioners. The continued employment of any person is therefore subject to the funds available. The Executive Director has the right to reassign duties and responsibilities and to reclassify positions as necessary for sound fiscal and operational management, within the limitations of approved operating budgets.
- **Personnel Actions:** The Executive Director has the responsibility for all personnel decisions, including but not limited to: hiring, firing, granting promotions, approving merit increases, laying off, demoting, transferring to regular status, transferring to probationary status, and approving suspension or termination of any employee occupying positions approved by the Board of Commissioners, excluding the position of Executive Director, which is a contract management position responsible to the Board of Commissioners.
- The Executive Director may choose to delegate certain administrative procedures in the Employee Handbook to the Director of HR ~~and Operations~~ or the Deputy Executive Director.

The Executive Director (or designee) may make temporary amendments to the Employee Handbook in two exceptional circumstances:

- To respond to a change in federal, state or local law, or
- To respond to an emergency impacting the agency as a whole (e.g., a pandemic, environmental hazard, major threat or damage to the physical building, etc.).

Any such temporary changes must be reported in writing to the Board no later than the next regular monthly Board meeting.

YOUR RESPONSIBILITIES AS A PUBLIC EMPLOYEE

Employees of a public agency have specific responsibilities beyond those of private sector employees. For example, new employees are expected to read and sign an Oath of Allegiance at the commencement of employment. Additional responsibilities are outlined below.

Responsibilities under Title VI, Section 504 and California Government Code Section 12921

Employees of the Housing Authority have specific responsibilities. With respect to any housing accommodations, facilities, services, financial aid or other benefits, the Housing Authority, its officers, trustees, directors, agents, servants, employees, successors, and all persons in active concert or participation with any of them, agree to refrain from any acts which on the grounds of race, color, religion, national origin, ancestry, sex, gender, gender identity, gender

expression, sexual orientation, marital status, familial status, source of income, genetic information, medical condition, physical disability or mental disability, or any other category protected by law:

- Deny a person such benefits.
- Provide such benefits to a person, which are different from those provided to others.
- Subject a person to segregation or separate treatment in any matter related to such benefits.
- Restrict a person in any way from access to such benefits or enjoyment of any advantage or privilege enjoyed by others in connection with such benefits.
- Treat a person differently from others in determining whether the person satisfies any occupancy, admission, enrollment, eligibility, membership or other requirement or condition which the person must meet.
- Deny a person an opportunity to participate in the program or activity through the provision of services or otherwise provide the person an opportunity different from what is afforded others who participate.
- Deny a person the opportunity to participate as a member of a planning or advisory board, which is an integral part of the program.
- Represent because of race, color, religion, national origin, ancestry, sex, gender, gender identity, gender expression, sexual orientation, marital status, familial status, genetic information, source of income, medical condition or disability that dwellings are unavailable for rental when they are, in fact, available.

Guidelines for implementation of these responsibilities will be provided to all employees. Employees are required to acknowledge receipt and understanding of their responsibilities at the time of hire, and periodically throughout the course of employment.

Conflict of Interest / Misuse of Funds

The Housing Authority is committed to conducting business in accordance with its mission and high ethical standards. Central to the standard of ethical conduct is the Housing Authority's policy that employees shall have no direct or indirect interest, financial or otherwise, nor shall they engage in any business transaction or professional activity, or incur any obligation of any nature that is in conflict with the carrying out of their duties in the public interest. A conflict of interest is a situation in which an employee's personal or economic interest does or may interfere with, influence, appear to interfere or influence, or is, in the judgment of AHA, incompatible with the employee's duties and responsibilities at the Housing Authority of the City of Alameda or with AHA's general activities. A conflict may exist even if the conflict or incompatibility has no adverse impact on job performance.

All employees must follow the Housing Authority's standards of conduct as outlined in the Housing Authority's Administrative Plan and detailed later in this Handbook. All employees must report any actual, potential, or prospective conflicts of interest to their supervisor(s).

All employees are prohibited from soliciting or accepting gifts or gratuities of any value from outside parties, including, but not limited to vendors, contractors and tenants/program participants. Any gifts that are offered should be declined politely and respectfully. In some circumstances, it may not be possible to return a gift, such as a consumable item. In such cases,

employees may accept the gift, but the gift giver should be advised that future gifts should not be offered. Such gifts should be provided to HR and logged. These may then either be donated by the agency to a non-profit or be made available to all employees.

In accordance with California's Political Reform Act, certain employees named in the Housing Authority's Conflict of Interest Code are required to file a Form 700 at the time of hire and on an annual basis. In some circumstances, contractors may also be required to file a Form 700.

Confidentiality

Careful custody and handling of AHA files, documents or materials (in hard copy or electronic format) containing confidential information is of critical importance to AHA and the community that we serve. Each employee is responsible for safeguarding against the theft, loss, unauthorized use or disclosure of confidential information and for following AHA's policies and procedures addressing confidentiality. Employees who have access to such information must take whatever steps are necessary to assure that AHA confidential information is handled, stored, transmitted or destroyed in a manner which will protect against loss or misuse.

All applications and records concerning any individual applying for or receiving public services that are made or kept by this Agency are confidential and are not open to examination for any purpose that is not directly connected with program administration. Except for purposes directly connected with and necessary for program administration, employees shall not publish, disclose or use any confidential information pertaining to an applicant or employee, or an applicant or recipient of our Federal Housing Programs. Confidential matters include, but are not limited to:

- Employee or client names, physical or electronic addresses, telephone numbers, social security numbers, and medical/health information.
- Information contained in employee personnel or benefits files, including but not limited to items such as records of disciplinary actions, performance evaluations, benefits application forms, beneficiary information, etc.
- Anything marked "Confidential" or "Personal", such as incoming mail, internal documents marked with these terms, etc.

Housing Authority employees are also prohibited from publishing or disclosing any list of persons who have applied for or are receiving state or federally funded public social services, whether that list is an official list or a list compiled from official sources. The Housing Authority's Confidentiality Policy provides additional and more specific guidance.

Certain positions in the agency, including all Directors, all Finance staff, and the Executive Administrative staff, have expanded access to confidential personnel and employee relations information and are designated as confidential staff.

Employees are expected to maintain AHA confidential information as confidential even after separation from the Housing Authority. Employees will return, at AHA's request at any time and/or upon termination of employment, to AHA all documents, papers, computer files or

storage devices, web application passwords, or any other material in their possession that may contain or be derived from AHA confidential information.

Requests for documents or information from outside persons or entities including those that may be governed by the Public Records Act must be referred immediately to the Executive Director.

Political Activities

Public employees are expected to separate their personal political activities from activities that are sponsored by the public agency they serve. Therefore, AHA employees shall not:

- Engage in political activities during work hours.
- Use their office/employment position to influence elections or nominations, or for other political purposes.
- Solicit or receive political contributions from other employees.
- Engage in political campaigning, or solicit or receive political contributions on AHA premises or using AHA's electronic systems.
- Require or advise other employees to make political contributions.
- Use political influence in connection with their employment status.

Responsibility in a Disaster

Public employees may be called upon to become Disaster Service Workers in the event of a disaster. Supervisors will provide guidance to individual employees on how each is expected to respond.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Housing Authority of the City of Alameda to afford equal opportunity in all aspects of employment to all persons without discrimination on the basis of race, religion (including religious dress or grooming), sex (including gender, gender identity, gender expression, transgender, as well as pregnancy, childbirth, breastfeeding, or related medical conditions), national origin, ethnicity, ancestry, citizenship, age, physical or mental disabilities, color, marital status, registered domestic partner status, sexual orientation (including homosexuality, bisexuality, or heterosexuality), genetic information, medical condition (including cancer and genetic characteristics), military or veteran status, exercise of rights under the Pregnancy Disability Leave Law or the California Family Rights Act, or any other basis protected by applicable federal, state, or local law. This policy shall apply to all employees and applicants for employment, and unpaid interns, and extends to all phases of employment, including recruitment, hiring, training, promotion, demotion, transfer, discipline, discharge or layoff, rehiring, compensation, and benefits. It is the responsibility of everyone in management to ensure that equal consideration is given to all applicants and employees in personnel actions. Please see the Discrimination and Harassment policy in the Standards of Conduct section for additional information and guidance.

REASONABLE ACCOMMODATION

Absent undue hardship or direct threats to the health and safety of employee(s) or others, the Housing Authority provides employment-related reasonable accommodations to:

1. Qualified individuals with any known physical or mental disability, both applicants and employees, to enable them to perform essential job functions;
2. Employees with conditions related to pregnancy, childbirth, or a related medical condition, if ~~she~~they so requests, and with the advice of ~~her~~their health care provider, which may include a temporary transfer to a less strenuous or hazardous position for the duration of ~~her~~their pregnancy if the transfer can be reasonably accommodated;
3. Employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and
4. Employees who request reasonable accommodation to address a conflict between religious belief or observance, including religious dress and grooming practices, and any employment requirement.

REASONABLE ACCOMMODATION OF PROTECTED DISABILITIES

The Housing Authority complies with the employment-related reasonable accommodation requirements of the Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (and any subsequent revisions or amendments thereto), including the interactive process to identify possible reasonable accommodations of protected disabilities. The Housing Authority is committed to taking all actions that are necessary to ensure equal employment opportunity for persons with disabilities in accordance with applicable federal, state, and local laws, using the following guidelines:

1. **Request for Accommodation.** An employee or applicant who desires a reasonable accommodation in order to perform their essential job functions should make a request, preferably in writing, to the Director of Human Resources ~~and Operations~~. A form is available from Human Resources. If a request is made verbally, AHA will either request that the employee put the request in writing or document the verbal request that the employee has made. The request must identify both the job-related function(s) at issue and the desired accommodation(s). Alternatively, employees may make their request to their direct supervisor, who will be responsible for communicating the request for accommodation to Human Resources.
2. **Requests for Medical Information.** Following receipt of the request, the Housing Authority may require reasonable documentation from a health care provider of the existence of a disability and that an accommodation is necessary. The Housing Authority may also require an employee to undergo a fitness for duty examination at the Agency's expense to determine whether the employee can perform the essential functions of the job with or without reasonable accommodation. The Housing Authority may also require that an Agency-approved physician conduct the examination.
3. **Interactive Process.** After receipt of any requested reasonable documentation of disability and need for accommodation and/or fitness for duty report, the Housing Authority will arrange for one or more discussions, in person or via telephone or video conference call, with the employee or applicant. The purpose of the interactive

discussion process is to work in good faith to explore fully all feasible potential reasonable accommodations.

4. **Case-by-Case Determination.** The Housing Authority determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. AHA will not provide accommodation(s) that would pose an undue hardship upon Housing Authority finances or operations, or that would endanger the health or safety of the employee or others.

COMPLAINT PROCEDURE FOR COMPLAINTS OF DENIAL OF REASONABLE ACCOMMODATION

Complaints of denial of reasonable accommodation shall be directed to the Executive Director. Applicants and employees are encouraged to bring such complaints to AHA's attention promptly, so that it can address them promptly.

The Executive Director shall investigate the complaint and make a determination regarding whether a reasonable accommodation can be provided. As part of this complaint resolution procedure, the Executive Director may require the applicant/employee and an AHA representative to meet to discuss potential reasonable accommodations and to try to agree on a specific reasonable accommodation. The Executive Director shall have the authority to determine which reasonable accommodation, if any, shall be provided. The Executive Director's decision is final and binding as to AHA's reasonable accommodation obligations.

PART TWO: EMPLOYMENT AND HIRING POLICIES

WORK ELIGIBILITY

Verification of Authorization to Work in the United States

To comply with federal law, the Housing Authority of the City of Alameda employs only United States citizens and non-citizens who are lawfully authorized to work in the United States. All employment is conditioned upon receipt, by the Director of Human Resources ~~and Operations~~, of acceptable documentation establishing identity and authorization to work in the United States and completion of an I-9 form within the timeline established by the U.S. Citizenship and Immigration Services (USCIS).

Background Checks

The Housing Authority of the City of Alameda believes that hiring qualified individuals contributes to our overall strategic success, and background checks serve as an important part of the selection process. The information collected helps AHA promote a safe work environment for our current and future employees, as well as program participants and residents. Therefore, all offers of employment are made conditioned upon receipt of a satisfactory background check to verify the accuracy of the information provided by the applicant during the selection process.

The Housing Authority checks criminal history records as part of the applicant selection process for all positions. Reports received are interpreted in accordance with the Equal Employment

Opportunity Commission’s guidelines for consideration of conviction records in employment decisions. Unless required by law, the Housing Authority will not deny employment to any applicant solely because ~~he or she has~~ they have been convicted of a crime. The Housing Authority may, however, consider the nature, date and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position sought by the applicant.

With a candidate’s prior written authorization, AHA may also collect credit information on applicants consistent with the guidelines set forth by the federal Fair Credit Reporting Act (FCRA). Credit information is generally required for finance-related and all senior management level positions.

All background checks, with the exception of employment references, are conducted by a third-party agency. The Housing Authority complies with all applicable federal, state and local laws, including fair employment practices and equal employment opportunity, when conducting background checks. All information obtained from the background check process will only be used as part of the employment hiring process and will be kept strictly confidential.

Pre-Employment Physical

A post-offer, pre-employment physical examination is required if noted on the position description. For such positions, any offer of employment, and/or continued employment will be conditional, subject to satisfactory completion of, and passing, such physical examination.

California Driver License and Insurance

All positions within the Agency require a valid California driver’s license and the ability to meet the driving record requirements for coverage under the Housing Authority’s “standard” auto liability policy. Such drivers, and any other drivers who will be authorized to drive an Agency vehicle, are required to sign an Authorization for Release of Driver Record Information at the commencement of employment. Assignment of driving responsibilities is conditional upon receipt of a satisfactory report from the State of California, Department of Motor Vehicles. If an applicant or employee cannot meet these requirements due to a disability or medical condition, they should notify the Director of Human Resources ~~and Operations~~ to discuss possible accommodations.

Should an employee who is required to drive in the performance of their duties be excluded from the “standard” automobile policy, agency liability and the impact on agency operations will be examined. Continued employment will be dependent upon the circumstances and the employee’s ability to continue to perform the duties of the position without liability or unreasonable inconvenience to the agency.

Please refer to AHA’s Vehicle Use and Accident Reporting Procedures for additional information.

EMPLOYEE CLASSIFICATIONS

Staff members are placed into classifications based on their job description and applicable wage/hour laws. All employees are classified as exempt or non-exempt; exemption classification may be changed only with written notification from Housing Authority Management.

- Exempt Employee: An executive, administrative, or professional employee who is exempt from the overtime requirements of the Fair Labor Standards Act (“FLSA”). Exempt employees are not eligible for, and will not be paid, overtime.
- Non-exempt Employee: An employee (generally paid by the hour) who is eligible for overtime pay under the FLSA.

All employees are additionally classified as regular full-time, regular part-time, probationary, contract or temporary. These classifications determine eligibility for benefits, subject to the terms, conditions and limitations of each benefit program, unless otherwise stated in a contract employee’s contract. With the exception of positions held by temporary employees, these positions are on the Schedule of Authorized Positions contained in the Housing Authority’s budget.

- Regular Full-Time Employee: An employee who is regularly scheduled to work an average of 36 hours or more per workweek/72 hours per pay period, and who is not in a temporary or probationary status. Regular full-time employees are eligible for all benefit programs offered by AHA.
- Regular Part-Time Employee: An employee who is regularly scheduled to work fewer than an average of 36 hours per week/72 hours per pay period, and who is not in a temporary or probationary status. Part-time employees receive pro-rated benefits, where indicated, based on actual hours worked, plus any other legally mandated benefits such as workers’ compensation insurance.
- Probationary Employee: An employee in a probationary period (see section below for definition). A probationary employee is eligible for any benefits that they would have in a regular full-time or part-time position, subject to probationary period requirements.
- Contract Employee: An employee working under a contract which outlines wages, benefits and working conditions of the position, and which takes precedence over any conflicting terms in the Employee Handbook. Contract employees may work on a full-time or part-time basis, and are “at will” employees, meaning that the employee or AHA may terminate employment at any time, with or without notice and with or without cause, unless otherwise stated in their contract.
- Temporary Employee: An employee whose employment is normally for a defined period of time or a particular project. Temporary employees are not eligible for any Housing Authority benefits or leave provisions unless required by law. Temporary employees are “at will” employees and the employee or AHA may terminate employment at any time, with or without notice and with or without cause.

CHANGES IN EMPLOYEE CLASSIFICATIONS

Changes in employee classification may occur when a significant job change occurs (for example, a promotion or a change in work hours, etc.) that is intended to last for more than four (4) months.

PROBATIONARY PERIOD

Employees are considered probationary beginning with their date of hire. Probationary employees have all the rights and privileges of regular employees **except** they may be separated from the Housing Authority without cause, without prior notice, and without the right of appeal or hearing. During the probationary period, which is considered to be the final phase of the employment selection process, performance will be carefully evaluated and a determination made regarding whether the employee's job performance is sufficient to pass the probationary period. The fact that an employee has successfully completed the probationary period does not, however, guarantee continued employment for any period of time.

- **Duration of Probationary Period:** All appointments to a regular position will be probationary for a period of no less than 12 months. Time worked in a different class or position is not considered as part of the probationary period. AHA reserves the right, and has the sole and absolute discretion, to extend the duration of the probationary period when such an extension is determined to be appropriate and necessary.
- **Separation of Probationary Employee:** A probationary employee may be separated from employment with the Housing Authority without cause, without prior notice, and without the right of appeal or hearing. Additionally:
 1. A probationary employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which the employee was promoted, unless the employee is discharged, or unless the former position is no longer available (i.e., the position has been filled or eliminated).
 2. A probationary employee who receives a promotion during the initial probationary period with AHA and is subsequently rejected from the promoted position will not be reinstated to the prior position but will be separated from Agency employment.

CHANGE OF POSITION

- **Transfer:** Employees may be transferred as deemed appropriate by the Housing Authority. Transfers include movement within or between departments or to different work assignments. If an employee does not have all the skills required for the position to which the employee is transferred, training will be provided. Employees have the opportunity to accept or reject a transfer. If an employee rejects a transfer determined to be in the best interest of the Housing Authority, or if the position originally held by the employee is eliminated, discharge or layoff may be necessary. Any eligible

employee dissatisfied with their transfer may pursue the steps of the Grievance Procedure, outlined in the Standards of Conduct section of this Handbook.

- **Demotion:** In the event an employee is not performing their job satisfactorily or must be removed from a position, the employee may be demoted, subject to the procedures outlined in the Disciplinary Procedures section of this Handbook. Employees who are demoted are not required to complete a new probationary period, but their performance in the role in which they are demoted to will be closely monitored.

JOB DESCRIPTIONS

All employees shall be provided with copies of their job descriptions. Job descriptions are intended to present a descriptive list of the range of duties performed by employees; they are not intended to reflect all duties performed within the job, and employees may be required to perform duties not set forth in the job description. Job descriptions may be rewritten in the event of major new job responsibilities or other significant, ongoing changes in duties.

JOB POSTINGS

The Housing Authority attempts to find the most qualified candidates to fill position vacancies. This is accomplished through a combination of internal and external recruiting. Consideration will be given to the advancement of current employees, and employees are encouraged to apply for promotions or transfers for which they feel they are qualified.

Job openings will be of two types: Promotional (in-house) or Open (the general public may apply as well as staff). Job vacancy announcements will contain information about the required qualifications and experience, as well as instructions on how to apply. Promotional job opening announcements will be sent to all staff, posted ~~in locations visible~~ via email to current staff only, or posted on the AHA website and designated as promotional opportunities only. Open job vacancies will be advertised in appropriate internal and external recruiting sites, generally simultaneously.

The decision to post positions as promotional or open, and to fill positions from within or to hire from outside is made solely by AHA.

In-House Promotions

The Housing Authority encourages employees to apply for promotions to positions for which they are qualified. Promotions and transfers shall be based on the ability, qualifications, and potential of the candidates for the position. Employees must have attained regular status with the agency in order to be eligible for promotion (in other words, employees are not eligible to be promoted during a probationary period, whether initial or promotional), unless the Executive Director authorizes an exception. Employees who are interested in posted positions should submit an employment application prior to the closing date on the job announcement. If an employee is interested in applying for a promotion, the employee may also wish to discuss the matter first with their immediate supervisor, department head, or the Director of Human Resources ~~and Operations~~. As part of the application evaluation process of internal candidates who apply for either promotional or open job vacancies, references will be obtained from

current or prior AHA supervisor(s) and the employee's past performance will be reviewed and considered.

Offers of Employment

The Executive Director will approve all employment offers. Only the Director of Human Resources ~~and Operations~~ and the Executive Director have the authority to extend job offers. All offers of employment will be in writing.

HIRING OF RELATIVES

The Housing Authority of the City of Alameda is aware that relatives of employees or Commissioners may occasionally seek employment with AHA. The Housing Authority does not discriminate in its employment and personnel actions on the basis of marital or familial status.

Notwithstanding this policy, however, in the interest of avoiding conflicts of interest, or appearances of conflicts, the Agency retains the right to refuse to appoint a person to the same department or division where a "close relationship" to another employee has the potential for creating adverse impact on supervision, safety, security or morale, or involves a potential conflict of interest. The Department Director is responsible for determining if such a potential for adverse action exists or not, and this determination is then reviewed and approved by the Executive Director or their designee. AHA will also utilize the following guidelines with respect to nepotism:

1. Current employees may not interview or make employment-related decisions with respect to relatives who seek employment with AHA.
2. Current employees may not supervise relatives under any circumstances.

For purposes of this policy, the definition of "close relationship" is:

- Spouse/registered domestic partner;
- Employee's, spouse's or domestic partner's child (natural child, legally adopted child, or a child for whom the employee, spouse, or domestic partner has been awarded court-appointed legal guardianship) or grandchild;
- Parent, step-parent, or grandparent of employee or spouse/domestic partner;
- Brother, sister, half-brother or sister, or brother-in-law or sister-in-law; and
- Aunt, uncle, niece or nephew

When two existing employees become closely related, and a determination has been made that the potential for creating adverse impact as described above exists, the Director, in conjunction with the Executive Director (or designee) will make reasonable efforts to minimize potential problems through reassignment of duties or transfer. If the Housing Authority is unable to make an acceptable accommodation, then the two individuals will be notified that one of the employees must separate from AHA employment. The Housing Authority reserves the right to decide which employee must separate. Any such separation is not considered to be disciplinary; however, it may be appealed pursuant to the procedures outlined in the Disciplinary Procedures of this Handbook.

It is expected that all employees, regardless of any relationship status, will conduct themselves professionally in their interactions with each other and with other employees working at AHA.

WORKPLACE RELATIONSHIPS

The Housing Authority desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment, and the employee morale and dissension problems that can potentially result from romantic relationships in the workplace.

If a supervisor or employee in a management position becomes involved in a consensual romantic or sexual relationship with an employee that the supervisor/manager supervises either directly or indirectly, that supervisor/manager must provide notice of the relationship to the Director of Human Resources. This notice should be provided as soon as possible in order for the Housing Authority to determine whether remedial action is necessary. Remedial action includes, but is not limited to, a transfer, reassignment, demotion, or dismissal, to mitigate issues that arise from a romantic workplace relationship. A supervisor/manager's failure to disclose a relationship with a subordinate may lead to disciplinary action, up to and including termination.

All employees should also remember that the Housing Authority maintains a strict policy against unlawful harassment of any kind, including sexual harassment. Whenever a romantic workplace relationship implicates the Housing Authority's Discrimination and Harassment Policy, the Housing Authority will vigorously enforce this policy consistent with all applicable federal, state, and local laws.

EMPLOYMENT OF MEMBERS OF THE BOARD OF COMMISSIONERS

To preserve the objectivity and integrity of the Housing Authority's Commission, any Commission member who wishes to apply for employment with AHA must first resign from the Commission. The State of California Fair Political Practices Commission may have additional rules on hiring of Board Members as employees.

OUTSIDE EMPLOYMENT

The Housing Authority does not generally preclude employees from holding another job during off-duty hours (i.e., those hours during which an employee is not scheduled or otherwise required to work or be on call), and will not unreasonably deny such requests, as long as employees can effectively meet the performance standards for their positions with the Agency, the outside employment does not conflict with the employee's AHA work schedule, they request approval before starting the outside employment, and there is no actual or perceived conflict of interest with any other party involved. Outside employment includes part-time, seasonal, temporary or freelance work, including self employment and "gig" work. Employees are advised to think seriously about the effects that such extra work may have on the limits of their endurance, overall personal health, and effectiveness with the Agency. AHA will hold all employees to the same standards of performance and scheduling demands, including, for certain positions, being able to respond in emergencies, and cannot make exceptions for

employees who also hold outside jobs. Further, all employees, whether they hold an outside position or not, are expected to devote their full time and attention to AHA duties during work hours, and are not to use Agency resources or time for matters unrelated to their position.

Employees who wish to hold outside employment are required to submit an Application to Engage in Outside Employment form to their supervisor, for review by the Executive Director. The Executive Director will determine if the outside employment, activity, or enterprise is compatible with the employee's employment at the Housing Authority. If the Executive Director determines such activity is compatible, or would be if any conditions or restrictions applied, they will authorize the activity and specify the conditions/restrictions in writing, give the employee the outside employment authorization, and place a copy of the written authorization in the employee's personnel file and/or in electronic retention records. Outside employment may not begin until it is approved by AHA. Any employee dissatisfied with the Executive Director's decision may pursue the steps of the Grievance Procedure, outlined in the Standards of Conduct section of this Handbook.

As part of the employment offer process, job applicants will be required to disclose any outside employment they propose to continue if/while employed by the Housing Authority. Such outside employment is not approved until authorization has been provided by the Executive Director as described prior.

An employee must promptly report in writing to the Executive Director any of the following changes that may occur during the year of an authorized outside employment: the outside employment ends; or the authorized employment changes as to the number of work hours, location, or types of duties.

Any outside employment authorization may be revoked or suspended under the circumstances listed below. An employee may appeal the revocation or suspension as provided in this Policy.

1. The employee's work performance for the Housing Authority declines; or
2. An employee's conduct or outside employment conflicts with the conditions of the outside work authorization or is incompatible with the employee's work for the Housing Authority.

Under no circumstances may an employee use any Housing Authority equipment, vehicles, tools, supplies, machines, or any other item that is Agency property while engaged in any outside employment, activity or enterprise.

PART THREE: EMPLOYEE DEVELOPMENT

PERFORMANCE MANAGEMENT

Effective performance management is critical to the success of the Housing Authority as employees need to know what is expected of them in order to carry out our strategic plan and achieve our mission. Supervisors are expected to provide ongoing, timely feedback and coaching to their staff so that employees know what is expected of them and how they are

performing so any issues can be addressed in a timely manner. Employees are expected to engage in dialogue with their supervisor to ensure a clear understanding of performance expectations and to identify any areas needing improvement. Employees are also provided with an input form that they may complete to provide written input into the performance review process; it is expected that all exempt staff will complete this form prior to the scheduled review meeting. Completion of the form is optional for non-exempt employees. Performance reviews also provide an opportunity to discuss professional development goals and advancement or promotional opportunities that may be available. Performance review guidelines are provided by Human Resources for supervisors and employees to follow during the evaluation process.

Supervisors are to provide performance feedback to probationary employees at least every three months until regular status is attained, with a formal, written evaluation completed six months from the date of hire and at the end of the probationary period. Thereafter, reviews are done on an annual basis, to coincide with the approximate anniversary of the employee's start date with AHA as long as the employee is actively at work. If an employee receives a promotion or has a change in position/classification, a new probationary period will begin, and the pattern of evaluations will follow the guidelines above for probationary employees. At the completion of the probationary period, the employee's annual review date will be adjusted.

Performance reviews, signed by the employee and supervisor and reviewed by the Director of Human Resources ~~and Operations~~, will be placed in the employee's personnel file. The written input form from the employee may also be included in the file at the employee's request. Employees are provided with a copy of their review and have the opportunity to provide input to and comment on it in writing within 10 business days of the evaluation. An employee does not have the right to appeal or submit a grievance regarding any matter relating to the content of a performance review.

In the event that an employee's overall performance is rated as less than satisfactory or specific areas are identified that are in need of improvement, the supervisor should develop a written performance improvement plan for the employee. Performance improvement plans should include specific goals for improvement along with the strategies and timeline to improve performance. Supervisors should notify and work with the Director of Human Resources ~~and Operations~~ when any performance issues are identified that require a written improvement plan.

The failure of a supervisor to perform an employee's review as outlined above in no way alters an employee's status. Recommendations for step increases, attainment of regular status, or change of status must be made by the Supervisor and approved by the Executive Director. Supervisors may perform additional mid-term reviews and extend review periods or probationary periods as deemed necessary.

PROFESSIONAL DEVELOPMENT

The Housing Authority encourages the professional growth and development of employees through a variety of means, including in-house trainings, access to webinars, membership affiliations with professional organizations, and attendance at educational conferences, meetings or seminars. To allow the Housing Authority to plan for and provide support for these efforts, all employees should discuss development goals with their supervisor at least annually as part of the performance review process.

The Housing Authority will consider employee requests to pay for membership dues and license renewals in job-related professional organizations when those fees become due after the start of employment with AHA. Employees may make this request through their supervisor, and written approval by AHA is required prior to payment or reimbursement. Employees who wish to attend a job-related conference, meeting or seminar must also make this request through their supervisor, and obtain advance written approval, prior to payment or reimbursement for the cost of the training. Further, certain positions may require subject-specific certifications that employees must obtain by attending trainings and passing exam(s) offered in conjunction with the training. Generally, AHA will pay the cost of registration and travel for any required certification, but reserves the right to limit the number of opportunities to obtain certification should the employee not be successful in passing the exam on the initial attempt.

Detailed information about procedures for submitting professional development requests can be obtained from Human Resources.

PART FOUR: EMPLOYEE BENEFITS

Once an employee satisfies all applicable -eligibility requirements, the eligible employee may participate in the Agency's benefit program that includes:

- Health, Dental and Vision Insurance
- Life, Long-Term Disability, and Accidental Death & Dismemberment Insurance
- Retirement Benefits
- Flexible Spending Account Plans
- State Disability Insurance and Paid Family Leave
- Deferred Compensation
- Employee Assistance Program
- Educational Assistance and Tuition Reimbursement
- Credit Union
- Workers' Compensation
- Unemployment Insurance

Eligibility requirements and further information concerning these benefits programs is explained below, at new employee orientation, and updated as necessary through individual meetings and communications with staff.

The Housing Authority reserves the right to change insurance plans and benefits under those plans, to change the employer share of premium payments for the plans, if any, or change the amount it pays employees who opt out of the plan(s), with or without notice, consistent with any legal obligations it may have. In general, the employer share of premiums is approved by the Board of Commissioners and communicated to employees prior to each Open Enrollment period.

The benefits described below are available to regular, full-time employees. Benefits for part-time, temporary, and contract employees may be different. Additional information is available from Human Resources.

DEFINITION FOR ELIGIBILITY

For the purposes of benefits coverage, "eligible dependents" is defined as spouse or domestic partner and eligible dependent children. The definition of an eligible dependent may be established by the insurance provider, or in the case of CalPERS, by state law, in which case AHA will follow the most stringent definition that applies. Documentation of eligible dependent status must be provided by the employee for dependents to be enrolled in any benefit plan(s) prior to enrollment.

CAFETERIA PLAN

The Housing Authority's benefits program is managed through an IRS Section 125 Cafeteria Plan for active employees. The cafeteria plan will be available to all active employees to pay for some or all of the costs of qualified benefits as defined by law. If the cost of the employee's benefits is more than the approved contribution amount, the difference will be deducted from the employee's paycheck on a pretax basis. The monthly Cafeteria Plan dollar amount (flex benefit contribution) is determined on an annual basis and approved by the Board of Commissioners prior to open enrollment; the Commission shall approve the value of flex benefit contributions that shall be made towards 1) health insurance and, 2) dental and vision insurance. Part-time employees who are eligible for any of the benefits listed below may receive a Cafeteria amount on a pro-rata basis. With these funds, each participating employee is able to choose the following coverage:

- Health Insurance (through the State of California's Public Employees Retirement System (CalPERS))
- Dental and Vision Care Insurance

HEALTH INSURANCE

Health insurance is offered as part of the benefits package to regular, full-time employees and regular, part-time employees who regularly work 20 hours or more per week. Currently, a choice of health insurance plans is offered through the State of California's Public Employees Retirement System (CalPERS). Detailed information about plan offerings can be found on the PERS website at www.calpers.ca.gov.

The Housing Authority contributes the statutory minimum PEMHCA contribution towards employees' health care costs for employees enrolled in the Authority's CalPERS medical insurance program. Retirees enrolled in the Authority's CalPERS medical insurance program will also receive the statutory minimum PEMHCA contribution amount as provided under Housing Authority Resolution Numbers 852 and 853 and in accordance with Government Code section 22892(c).

In addition to the PEMHCA minimum contribution, current employees will receive a health flex contribution to the cafeteria plan that can only be used for health insurance and is not available to be taken in cash. See the above section on Cafeteria Plan for more information. If the cost of the employee's benefits is more than the approved contribution amount, the difference will be deducted from the employee's paycheck on a pretax basis.

Under certain circumstances, and in compliance with CalPERS and/or Affordable Care Act requirements, some temporary employees and their eligible dependents may be offered health insurance. Human Resources will provide information to affected employees. AHA shall determine the employer share of premiums, if any, it shall make for temporary employees. Any balance of premium costs is borne by the employee and shall be deducted from the employee's paycheck.

Employees may opt out of health insurance. Employees eligible for any cash-in-lieu benefit, must provide the following in order to receive the cash-in-lieu: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and their tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and AHA will not in fact make payment if the employer knows that the employee or tax family member does not have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

DENTAL INSURANCE

Dental insurance is offered as part of the benefits package to regular, full-time employees and regular, part-time employees who regularly work 30 hours or more per week. Annually, the Housing Authority establishes the annual employer contribution to the Agency Cafeteria Plan that can be made for dental and vision insurance. If the cost of the employee's benefits is more than the approved contribution amount, the difference will be deducted from the employee's paycheck on a pretax basis.

VISION INSURANCE

Vision insurance is offered as part of the benefits package to regular, full-time employees and regular, part-time employees who regularly work 30 hours or more per week. Annually, the Housing Authority establishes the annual employer contribution to the Agency Cafeteria Plan that can be made for dental and vision insurance. If the cost of the employee's benefits is more than the approved contribution amount, the difference will be deducted from the employee's paycheck on a pretax basis.

INSURANCE CONTINUATION (COBRA)

Upon termination or other qualifying event, employees covered under a health insurance plan have certain legal rights to remain on the insurance plan at their own expense for up to eighteen (18) months (more in some cases) through benefits under COBRA. More information regarding COBRA coverage, costs, and administrative procedures is available from the Human Resources department at the time employment ends or when an employee has a question or provides notification about other qualifying events.

Employees who experience a qualifying event must provide written notice within 60 days after the qualifying event occurs to Human Resources. This written notice must include the name of the employee, the type and date of qualifying event, the name of the insurance plan, and the names of the individual(s) eligible for COBRA. In particular, for your dependents to be eligible for COBRA continuation coverage, you must inform us if:

- You and your spouse experience divorce or legal separation
- A dependent child loses eligibility for coverage as a dependent child

LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

Regular employees who work 30 or more hours per week are eligible for a basic life and accidental death and dismemberment insurance benefit paid for by AHA. Coverage is currently 1.5 times annual salary up to a maximum of \$100,000. Additionally, employees may elect voluntary life insurance coverage at their own expense for themselves, their spouse/partner and/or dependent children at their own expense. The cost of premiums for the employee only may be paid on a pre-tax basis; dependent coverage must be paid for on an after tax basis. AHA does not make any contribution towards voluntary life insurance premiums.

Voluntary life insurance may only be elected at the time of hire or during open enrollment and, depending on the amount requested and election date, may be subject to medical underwriting and approval by the insurance company.

LONG TERM DISABILITY INSURANCE

Regular employees who work 30 or more hours per week are eligible for long term disability insurance benefits paid for by AHA. The current benefit amount is 66.67 percent of salary (maximum payment \$7,000 per month), subject to a waiting period and age restrictions.

PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

All regular, full-time employees are eligible to become members of CalPERS, a defined benefit retirement pension plan for public employees in California. Other categories of employees may be eligible for membership in CalPERS. Please contact Human Resources if you have questions about your eligibility.

Employees enrolled in CalPERS are required to make a pre-tax retirement contribution to CalPERS through payroll deduction; contribution rates are set by CalPERS and are dependent on the employee's membership status (i.e., classic or new member). Additional information about PERS is available from Human Resources or can be found at the CalPERS website: www.calpers.ca.gov.

FLEXIBLE SPENDING ACCOUNT

All regular employees who work 30 or more hours/week may enroll in the Housing Authority's flexible spending account ("FSA") program, which allows employees to set aside pretax dollars to be used for eligible medical, dependent care, or transit expenses that qualify under rules established by the IRS. For information about current annual election limits and a comprehensive list of reimbursable expenses, please review the FSA materials provided by Human Resources.

STATE DISABILITY INSURANCE (SDI)

The law requires that a small percentage of each employee's wages be deducted each pay period for State Disability Insurance ("SDI"). SDI, which is administered by the State of California's Employee Development Department (EDD), provides for partial replacement of wages lost because of a non-work related accident or illness.

For employees who apply and qualify, SDI benefits, which are paid by the State, begin after the seventh day of illness or accident. Eligible employees will be paid a percentage of their regular earnings for a maximum period provided by law.

It is the employee's responsibility to notify the Director of Human Resources ~~and Operations~~ when a claim for disability compensation has been filed, and to provide proof of compensation from EDD. Information and claim forms can be obtained from the local EDD office or the EDD website: <http://www.edd.ca.gov/disability>.

PAID FAMILY LEAVE (PFL) INSURANCE PROGRAM

Housing Authority employees are also covered under the state-administered Paid Family Leave (PFL) insurance program. PFL is an employee-paid benefit that provides partial wage replacement when an employee is taking approved time off work to care for a seriously ill parent, child, or spouse/registered domestic partner, sibling, grandparent, grandchild, or parent in-law, or to bond with a new minor child.

While the state may grant PFL benefits when an employee is taking leave to care for a sibling, grandparent, grandchild, or parent in-law, please note that employees are not eligible to take Family/Medical Leave under FMLA for these situations, but may be eligible for CFRA leave. Employees who wish to request a leave of absence to care for a family member should contact Human Resources regarding available leave options.

Up to eight weeks of PFL benefits may be paid in a 12 month period. EDD determines eligibility for benefits, and per EDD, there is no waiting period before PFL benefits begin. Information regarding eligibility and claim forms are available from the local EDD office, from the EDD website at: <https://edd.ca.gov/disability/paid-family-leave/>, or by calling 1-877-238-4373.

DEFERRED COMPENSATION (457 AND ROTH IRA)

Any full-time employee is eligible to defer a portion of their compensation on a pre-tax or after-tax (Roth) basis by participation in a Section 457 deferred compensation plan and/or a Roth IRA. Section 457 contributions may be made on a pre-tax or after-tax basis, while Roth IRA contributions are made on an after-tax basis. Contributions for both types of plans may be made through regular payroll deductions. Contributions are voluntary; there are no employer contributions. See Human Resources for additional details.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Housing Authority's Employee Assistance Plan (EAP) is designed to provide confidential assistance to full-time employees by providing professional consultation, assessment, and referral. The EAP is available to employees and their families at no charge. Contact Human Resources for more information.

EDUCATION ASSISTANCE AND TUITION REIMBURSEMENT

The Housing Authority may reimburse employees who voluntarily take educational courses that may benefit their job performance or provide preparation for promotional opportunities. The Executive Director and Department Director will make the final determination on requests for reimbursement. The current maximum amount available per employee per calendar year is \$1500. The Executive Director will set the amount annually, dependent on the availability of sufficient funds.

To be eligible for education assistance, the education and training must be:

1. Related to the employee's occupational area or of demonstrated value to AHA;
2. Through an accredited educational institution/program and is a required course for a degree or certificate program; and
3. Completed during the employee's own time.

An employee who applies for education assistance must have completed the initial probationary period, demonstrate satisfactory performance, and may not have had any

documented disciplinary action, at a written warning or higher level, taken against [him/her/them](#) during the one year period prior to application. To apply, the employee must submit a written request to their supervisor outlining the type of degree or certificate program, anticipated date of completion, course of study and planned classes, and projected program cost, including tuition, academic fees, and books.

Reimbursement, if approved, shall be made when the employee completes the course or training, and receives a passing grade of C or better or passing certification requirements. Costs for programs of study that extend beyond one year may be submitted on an annual basis. Expenses must be validated by receipts, and a copy of the final transcript or certification must be presented. Reimbursement will be restricted to registration fees for tuition costs and books listed in the course description that are required to complete the class or course. No reimbursement shall be made for late fees, parking fees, or any electronic equipment.

If an employee voluntarily terminates employment with the Housing Authority and received tuition reimbursement assistance, they will be required to reimburse the Housing Authority in full for any tuition assistance received during the last six months prior to their departure.

CREDIT UNION

Housing Authority employees may be eligible to join a credit union; please see Human Resources for more information.

WORKERS' COMPENSATION

The Housing Authority carries Workers' Compensation insurance coverage as required by law to protect employees who are incapacitated by injury or illness arising out of their employment. This insurance provides qualified employees with medical, surgical, and hospital treatment in addition to payment for loss of earnings that results from work related injuries or illnesses. The cost of this coverage is paid completely by the Housing Authority.

Injuries, regardless of how minor, must be reported immediately to a supervisor. The employee will be required to complete a Housing Authority incident report form as soon as possible, and is provided with the "Employees Report of Injury" (DWC1) within one day of the injury. When medical treatment is required, the employee will go or be taken to Concentra Medical Center, Kaiser On-The-Job Center or another care center approved by the workers compensation insurer, or after hours to the closest hospital (as posted in each work area), unless the employee has a written Predesignation of Personal Physician form which has been signed by the Physician on file prior to injury.

The Agency shall continue wages for time needed for the employee to attend the first visit for a work injury, plus reasonable travel time (e.g., travel to/from the nearest Concentra or Kaiser Center). For subsequent visits or treatments for a work injury, employees must use their paid leave balances for any time away from work.

UNEMPLOYMENT INSURANCE

When an individual's employment terminates, they may be eligible to receive unemployment compensation. This State-provided insurance provides a weekly income for qualifying individuals who were subject to involuntary termination or lay off. The amount of compensation varies with the individual because it is based on earnings. A claim must be filed with the State by the terminating employee in order to collect this benefit.

MEDICARE

All employees contribute to Medicare, with a deduction made from each employee's gross earnings in accordance with the law. The Housing Authority contributes an amount equal to that paid by each employee.

SOCIAL SECURITY AND PARS

The Housing Authority of the City of Alameda **does not** participate in Social Security; retirement contributions are made solely through CalPERS. Employees who are not eligible for membership in the CalPERS retirement program are enrolled in PARS (Public Agency Retirement Services) instead. Contact Human Resources if you would like additional information about PARS.

VACATION – ACCRUED LEAVE PAY OUT

The Executive Director, with the approval of the Board of Commissioners may establish an accrued vacation pay out program. The plan will comply with all State, Federal, and IRS regulations.

PART FIVE: PAID TIME OFF

VACATION LEAVE

The Housing Authority provides paid vacation time to regular full-time employees and part-time employees so that they may take time off to relax, recuperate and recharge.

Time off is approved based on the employee having available accrued leave at the time of the leave. If the employee does not have sufficient available leave at the time of the absence, then AHA may rescind the approval and/or ask the employee to resubmit for a shorter period for which they have accrued leave. Employees are responsible for monitoring their own leave balances to ensure they have adequate leave accrued. Staff are not eligible to take unpaid leave for such absences, unless they have received Executive Director approval in writing.

Accrual

Vacation leave is earned by eligible full-time regular employees in accordance with years of service. Vacation credit is accrued to each eligible employee beginning with the first day of regular employment up to a maximum yearly accrual according to the following schedule:

MAXIMUM VACATION ACCRUAL					
Years of Service	Paid Days of Vacation	Years of Service	Paid Days of Vacation	Years of Service	Paid Days of Vacation
1 through 4	10	12	18.5	19	22
5	15	13	19	20	22.5
6	15.5	14	19.5	21	23
7	16	15	20	22	23.5
8	16.5	16	20.5	23	24
9	17	17	21	24	24.5
10	17.5	18	21.5	25 or more	25
11	18				

The Executive Director may grant an increase in the annual maximum accrual up to a total of 20 working days of vacation with pay upon employment to recognize previous applicable experience. The employee shall continue to earn an additional 0.5 working days of vacation per year for every year completed up to the maximum accrual of 25 days.

Employees hired after February 17, 2022 who are granted a higher amount of leave than in the table above do not receive the additional 0.5 working days of vacation per year until such time as their regular rate of accrual catches up to the amount granted.

Regular part-time employees will accrue a pro-rata leave balance based upon actual hours worked. No other classification of employees earns paid vacation time.

Employees on Leave without Pay status do not earn vacation leave. Employees who are on paid leave will continue to earn vacation leave, though the amount earned will be prorated based on the number of hours the employee is being paid by AHA from the employee's accrued leave.

~~The cap for accrued vacation is 250 hours for all employees. In 2020, the Housing Authority increased the accrued vacation bank cap from 250 hours to 350 hours. Moving forward, the Housing Authority will gradually reduce the accrued vacation cap down so that no employee, with the exceptions below, may have an accrued vacation bank of more than 250 hours at a time.~~

~~The gradual reduction of the accrued vacation cap will proceed as follows. From January 1, 2022 through December 31, 2022, the vacation accrual cap shall be maintained at the temporary raise to the accrual cap of 350 hours, so that employees can continue to accrue a maximum of 350 hours during this time period. Once the employee hits the cap, no additional vacation will accrue until the employee takes sufficient vacation to bring their vacation bank below the cap. From January 1, 2023 through December 31, 2023, the accrual cap will be reduced by 50 hours, to 300 hours. Once the employee hits the cap, or continues to maintain a prior existing balance that exceeds the cap, no additional vacation will accrue until the employee takes sufficient vacation to bring their accrued vacation balance below the cap.~~

~~Effective January 1, 2024, the vacation accrual cap will be reduced again by 50 hours to 250 hours. This reduction will be subject to the same rules outlined above. Once the employee hits~~

~~the cap, or continues to maintain a prior existing balance that exceeds the cap, no additional vacation will accrue until the employee takes sufficient vacation to bring their accrued vacation balance below the cap.~~

~~Any accrued unused vacation time will be rolled over into the following year. If an employee has accrued more than 300 hours on December 31, 2022, the accrued unused vacation time will be rolled over into the following year but no additional vacation will be accrued until the balance of vacation leave is below the cap of 300 hours that will be in place effective January 1, 2023. If an employee has accrued more than 250 hours on December 31, 2023, the accrued unused vacation time will be rolled over into the following year but no additional vacation will be accrued until the balance of vacation leave is below the cap of 250 hours that will be in place effective January 1, 2024.~~

As an exception to the above vacation cap reduction policy, employees hired on or before January 1, 2019 and all Director positions shall have a permanent vacation accrual cap of 350 hours. [The Executive Director may have a separate cap set in their contract.](#)

Scheduling

For newly hired probationary employees, ~~no accrued~~ vacation time can be taken ~~until three months~~ after the first day of employment. [AHA reserves the right to extend the probationary period for any long-term vacations.](#)

All vacation time must be requested and approved in advance through the electronic timekeeping system and according to the guidelines below:

<u>Amount of Vacation Leave Requested</u>	<u>Advance Notice Required</u>
2 days or less	2 business days
3 or 4 days	5 business days
5 days or more	10 business days

The only exceptions to the above will be when time off is required for unforeseen or emergency circumstances [and around highly requested holiday periods \(i.e. 4th of July, Thanksgiving, and Christmas\)-where](#). Due to the impact of unplanned time off on Agency operations, supervisors may require documentation of the need for unforeseen or emergency leaves, particularly when this occurs frequently or an employee has a pattern of poor attendance.

All approvals for vacation leave requests are subject to the availability of adequate leave at the time of leave usage. Employees are not generally entitled to time off without pay unless authorized by law, Housing Authority policy, or by authorization of the Executive Director. Accordingly, employees who do not have adequate vacation leave available for their approved time off may be required to modify the request to conform with the employee's available

balance of vacation leave or cancel their requests. Employees are encouraged to plan ahead and monitor their leave balances to ensure they have enough paid leave to cover any planned time off.

Vacation leave will be scheduled at times mutually convenient to the Housing Authority and employee. Employees are encouraged to submit their requests as early as possible; requests for vacation leave will be considered up to 12 months in advance and are generally handled on a first come, first served basis. However, to facilitate scheduling during periods when it is anticipated that multiple employees may request time off (e.g., 4th of July, Thanksgiving, or December holiday periods), AHA may, at its sole discretion, notify employees of a designated timeframe that requests for these times must be submitted for consideration. In the case of conflicting requests, the supervisor will talk with the employees to try to work out a mutually-agreeable arrangement. If that cannot be done, priority for leave will be based on seniority. Department Directors may establish separate guidelines for the number of employees and types of positions that can be on vacation concurrently to ensure adequate coverage of their department's work functions.

Requests to cancel vacation leave of five days or more must be submitted no less than three business days in advance of the date that the leave was to commence, and must be approved by the employee's supervisor. The supervisor and/or the Agency reserve the right to require an employee to use requested vacation leave, particularly in cases where other staffing arrangements have been made to cover the employee's time off.

Sick Leave During a Scheduled Vacation Period

An employee who is ill or injured while on vacation may be able to use accumulated paid sick leave, if any, instead of paid vacation upon presentation of satisfactory medical documentation to their supervisor.

Payment

The Housing Authority does not make any advance payments of vacation time (i.e., employees will not be paid for vacation time before it is accrued). AHA strongly recommends that employees arrange for direct deposit of their pay checks so that vacation pay that is requested in advance through the timekeeping system can be automatically paid and deposited. No responsibility can be taken by AHA for live checks provided to an employee.

Vacation Pay at Termination

Upon termination of employment, employees will be paid at their regular, final, rate of pay for any accrued and unused vacation at ~~his or her rate of pay at~~ the time of separation, and will be paid on the next regular pay date.

HOLIDAYS

The Housing Authority provides 11 paid holidays for full-time employees. The Housing Authority observes the following holidays:

New Year's Day	Martin Luther King, Jr. Day
President's Day	Memorial Day
Juneteenth	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day and following Friday	Christmas Day

Each year, the Housing Authority will publish a calendar of holidays and office closures for the following year, including alternate holidays for those employees whose flex day falls on a holiday. If a particular holiday falls on a Saturday, the preceding Friday shall generally be observed. If the holiday falls on a Sunday, the following Monday shall generally be observed. All regular full-time employees are provided a paid day off for each holiday up to the number of hours they are regularly scheduled to work on that day. Part-time employees who are regularly scheduled to work on a holiday will be paid for that holiday up to the number of hours they are regularly scheduled to work. No other classification of employees is eligible for holiday pay, unless otherwise specified.

If a non-exempt employee is scheduled or required to work on a Housing Authority observed holiday, the employee will be paid for the holiday. In addition, non-exempt employees will receive time and one-half in pay for all hours worked on such holiday. Employees on vacation at the time a holiday occurs will not have that day counted as vacation pay, but will instead receive holiday pay as described above.

FLOATING HOLIDAYS

Floating holidays allow employees to have additional paid leave to cover absences for personal reasons such as religious observances or to supplement vacation, sick and holiday leave. All regular full-time employees and probationary employees for whom January 1 falls after their hire date receive three and one-half days (28 hours for employees on a 40 hour-based workweek, 26.25 hours for employees on a 37.5 hour-based workweek) on January 1 of each year that they may request to use between January 1 and December 31. Regular part-time employees will be granted floating holiday hours pro-rated based on the percentage of time they are regularly scheduled to work, and on the schedule described above. No other classification of employees receives floating holidays.

If an employee is on a leave of absence, whether paid or unpaid, on January 1, floating holiday hours are not granted until the employee returns to active status.

Employees may carry over unused floating holiday hours to subsequent years. However, employees cease earning floating holiday hours beyond a maximum of three and one-half days, or their pro-rated hours, as defined above based on employment status and workweek hours.

In the succeeding year, employees will receive on January 1 only the number of floating holiday hours that will bring their total to the appropriate maximum as defined above.

Guidelines for requesting floating holiday use are the same as those described for vacation leave above.

Upon termination of employment, employees will be paid for any unused floating holiday hours at ~~his or her~~their rate of pay at the time of separation, and will be paid on the next regular payroll date.

Floating Holidays and New Probationary Employees

Employees who are otherwise eligible for floating holidays and are initially hired during a calendar year receive a floating holiday allocation at the time of hire that is prorated for the remainder of the calendar year based on the hire date. Eligible employees may request to use floating holiday leave on or following the day that it is received, including during any period of their probationary period that falls in the calendar year in which they were hired.

SICK TIME

Paid sick leave is a benefit provided to protect employees in the event of their own, or a family member's, illness, injury, or other medical emergency. AHA will not tolerate abuse or misuse of an employee's sick leave.

Accrual

Paid sick leave shall be accrued by full-time and probationary full-time employees at the rate of 7.5 hours (8 hours for maintenance workers) per month worked. Part-time employees will accrue sick leave on a pro-rata basis, based on the employee's scheduled work hours. Sick leave is not accrued to employees on Leave without Pay status. Accrual of paid sick leave will continue to employees who are on a paid leave status, though accrual is prorated based on the number of hours the employee is being paid by AHA from the employee's accrued leave.

Temporary employees, whether full-time or part-time, shall be provided with ~~three~~five (5) days (~~24~~40 hours) of sick time at the time of hire, and on January 1 of each year. Temporary employees may not use sick time until their ninetieth (90th) day of employment.

Regular employees' accrued, unused sick time may be carried over from one year to the next, and, unlike vacation time, there is no limitation on the amount of sick time a regular employee may accrue. Sick time balances for temporary employees will not be carried over from year to year.

Sick Time Use

Employees may use their accrued paid sick leave for any one of the following reasons:

- For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member:
 - Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis)
 - Spouse or Registered Domestic Partner
 - Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child)
 - Grandparent
 - Grandchild
 - Sibling
 - Employees may also request sick leave to care for a designated person identified by the employee at the time of the sick leave request to the extent permitted by AB 1041. Employees are limited to one designated person per 12-month calendar year period for paid sick leave use.
- To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
 - A temporary restraining order or restraining order.
 - Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Eligible new regular employees may use accrued sick time during their probationary period, beginning on their hire date, and may use paid sick time as soon as it accrues.

When a Housing Authority-paid holiday occurs while an employee is absent from work on authorized paid sick leave, no deduction will be taken from the employee's accumulated sick leave balance.

If sick leave is exhausted, regular employees who are not on leave of absence are required to use vacation and/or floating holiday leave to the extent necessary to bring their pay to an

amount equivalent to their scheduled work hours. (See Part 6: Unpaid Time Off and Leaves of Absence for additional information related to leave usage during a leave of absence).

Notification

An employee unable to report to work because of an illness or injury must provide notification no later than one-half hour after the start of the employee's scheduled workday by calling the Absence Reporting Line at 1-510-649-5529. Notification must be provided on each additional day of absence, except in cases where the employee is on an approved leave of absence or has provided documentation of the need to be off work for a specific period of time.

When an employee knows in advance of the need for sick time use, i.e., for scheduled medical/dental appointments or procedures, sick leave must be requested in advance through the electronic timekeeping system.

Health Care Provider's Certification

Employees who are absent for more than ~~three~~five work -days in the calendar year due to their own illness or injury are required to provide a doctor's statement certifying that the employee may safely return to work on the next consecutive day. However, the Housing Authority may require a health care provider's note to substantiate the medical need for an absence from work of any duration, including for medical/dental appointments, particularly when an accumulation of absences seems to establish (in the supervisor's judgment) a problematic use of sick time. In no event, however, shall an employee be required to provide substantiation for the use of sick leave for the first ~~three~~five days of sick leave used during any calendar year that involves the illness of the employee or their family member.

All employees, including temporary employees, who use paid sick leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

Coordination of Benefits

If there is an extended absence, the employee is encouraged to apply for any other available compensation and benefits for which they may be eligible. The paid sick leave benefit is coordinated with any payments that the employee is eligible to receive, e.g., State Disability Insurance (SDI), Paid Family Leave (PFL), workers' compensation, or other such paid benefit, such that the employee does not receive more than 100 percent of their regular pay while on leave.

Payment

The Housing Authority does not make any advance payments of sick time (i.e., employees may not use sick time before it is accrued).

Sick Leave at Termination

No payment is made for accrued, unused sick time upon separation or at any other time. However, regular employees who are rehired within 12 months from their date of separation shall have their sick leave balance at the time of separation reinstated. Temporary employees who are rehired within 12 months from their date of separation also shall have their sick leave balances reinstated and each will be provided with three days of sick time, as described above, up to a combined maximum of six days of sick time. A temporary employee who worked at least 90 days in the initial employment with the Agency may immediately use reinstated sick leave. A temporary employee who had not worked 90 days in their initial employment period with the Agency must work the remaining amount of the 90 day-qualifying period before becoming eligible to use accrued sick leave.

Employees who retire directly from AHA are eligible, under the Agency's contract with CalPERS, to receive credit in the form of additional service time for a portion of any accrued sick leave balance they have at the date of separation. Please visit the CalPERS website or see Human Resources for more information.

JURY DUTY/WITNESS LEAVE

Any employee who is summoned to serve jury duty, or subpoenaed or ordered by a judge to appear as a witness in court (other than as a litigant) will be granted paid time off for the duration of the jury duty/witness service for a maximum of two weeks on any occasion that the employee is required to physically be present in court. If additional jury duty leave is required beyond the two-week period, leave shall be provided as unpaid time off, and the employee serving jury/witness duty may elect to use any accrued paid vacation and/or floating holiday time during the unpaid portion of the leave.

The employee must submit a copy of the official summons or subpoena to their supervisor upon receipt and at least five calendar days prior to the beginning date of such duty or service. Proof of attendance from the court will be required in order to receive jury/witness duty pay. When an employee is excused from jury or witness duty in time to report for at least one-half of their regularly scheduled shift, the employee is required to report for duty.

Public employees are not entitled to court compensation except for mileage reimbursement for any portion of jury duty that is paid by the employer. Thus, an employee must remit to the Agency any pay received as juror fees or witness fees during any Agency-paid portion of leave. Mileage reimbursement may be retained by the employee.

BEREAVEMENT AND FUNERAL LEAVE

Bereavement Leave

In the event of a death in the employee's immediate family, an employee who has worked for at least 30 days before the leave commences may request up to five working days off per occurrence. Paid bereavement leave under this policy is limited to a maximum of eight paid bereavement days per calendar year, with no more than four paid days per occurrence. Employees who request the fifth day are required to use accrued sick, vacation or floating

holiday leave for the time off; employees may request unpaid leave if accrued paid leave balances are not sufficient for the requested time off. Time off for bereavement beyond two occurrences per calendar year is not eligible for AHA-paid bereavement leave but employees may request to use accrued sick, vacation or floating holiday leave, or may request unpaid leave if accrued paid leave balances are not sufficient for the time off. Regular part-time employees may be granted bereavement leave pro-rated based on the percentage of time regularly scheduled to work.

Bereavement leave must be completed within 3 months of the date of death, and may be taken intermittently or all at one time. If the leave is taken later than 2 weeks after the day of death, the usual advance notice periods for time off are required. Bereavement leave does not apply if the death occurs while the employee is on leave without pay.

For this section, “immediate family” is defined as parents, siblings, spouse or domestic partner, children, ~~mother or father~~parent-in-law, grandparents, grandchildren, children of domestic partner, step-parents, step-children, or step-siblings, where there is a child-rearing relationship. Employees who wish to request time off for bereavement purposes for individuals not covered by the definition of “immediate family” must request vacation or floating holiday leave following AHA’s policies for use of those leaves.

In order to qualify for bereavement pay, the employee will be required by AHA to provide documentation of the death within 30 days of the first day of the leave. The documentation includes, but is not limited to, a death certificate, a published obituary, or a written verification of death, burial or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

Funeral Leave

With supervisory approval, a full-time regular employee may be granted up to four hours of paid funeral leave to attend the funeral of a co-worker or former co-worker. Part-time employees may be granted time off as a personal leave without pay.

TIME OFF TO VOTE

The Housing Authority encourages its employees to fulfill their civic responsibilities by voting in elections. Generally, the polls are open for several hours in the morning and evening after regularly scheduled work hours. Accordingly, the Housing Authority expects employees to make every effort to vote either before or after work hours. However, if the employee does not have sufficient time before or after work to vote, the Housing Authority will provide up to two hours off to vote, without loss of pay, provided the employee gives at least two (2) working days’ advance notice, in writing, of the need. AHA reserves the right to require time off to vote to be taken at the beginning or end of the employee’s shift.

PART SIX: UNPAID TIME OFF AND LEAVES OF ABSENCE

Unless authorized by law, Housing Authority policy, or by authorization of the Executive Director, employees are not entitled to leave of absence or time off without pay. The Housing Authority may provide unpaid leaves of absence to employees in a variety of circumstances. Employees who are considering requesting a leave of absence are encouraged to meet with the Director of Human Resources ~~and Operations~~ as early as possible to discuss the details of the leave and to coordinate the integration of benefits and payroll.

Employees may request a leave of absence without pay for a qualifying personal or family illness, qualifying exigency arising from a call to active duty, or justifiable personal or other reasons. "Without pay" means that AHA will not pay for time on leave except for available vacation, floating holiday, ~~and/or sick leave and/or comp time~~ that the employee concurrently uses consistent with this policy. Additionally, if the employee is in a paid leave status (due to concurrent use of accrued leave), any Housing Authority-paid holidays that fall within the leave period will be paid as holidays. Any holiday that occurs after all paid time off benefits have been exhausted will be without pay. Unless required by law, employees on any type of unpaid leave do not accrue additional benefits such as vacation, sick leave, holiday pay, increases in salary, or fringe benefits. Generally, no seniority shall accrue during any unpaid portion of the leave.

The Following General Information is Applicable to All Unpaid Leaves

REQUESTS FOR LEAVE

As soon as an employee learns of the need for a leave of absence, the employee should submit a written request for leave to their supervisor and provide a copy to Human Resources. If the need for the leave is foreseeable, employees are required to provide at least 30 days' advance notice. Approval of the leave may be delayed if timely notice is not provided. If the employee learns of the need for leave less than 30 days before the leave is needed, the request must be made as soon as possible.

[Arriving late to work or leaving early in connection with scheduled work times, breaks, or meal periods is prohibited, absent authorization. A non-exempt employee who fails to timely notify the supervisor of any absences as required by this policy, or who is not present and ready to work during all scheduled work times will be deemed to have an unauthorized tardy or absence.](#)

INTEGRATION OF BENEFITS

If an employee on leave is receiving State Disability Insurance ("SDI") or Paid Family Leave ("PFL") or Workers' Compensation benefits, and the employee has not exhausted their accrued paid benefits with the Housing Authority, AHA will generally integrate the outside paid benefit

with the employee's accrued paid benefit (to the extent permitted by law) so that total compensation for the pay period does not exceed the employee's regular wages.

Employees on approved leaves under this section, who receive SDI, PFL, or Workers' Compensation benefits, must promptly notify Human Resources of the dates and amount of payment(s) so that AHA can make arrangements for integration. [In the event of overpayment, the employee must repay the agency within 14 days, unless an alternative schedule is approved by the Executive Director.](#)

MEDICAL CERTIFICATION

Human Resources will notify the employee if medical certification is required for a requested leave to be approved. If the reason for leave is the employee's own injury or illness, medical certification of the employee's ability to return to work, with or without reasonable accommodation, at the conclusion of the leave is required before the employee will be permitted to return.

COMMUNICATIONS DURING LEAVE

Employees on leave must provide a report of their status and intent to return to work to the Director of Human Resources or, in their absence, the Human Resources Manager, every two weeks. Employees are required to respond promptly to requests from HR while on leave. Information will be sent to employees via their personal email, and employees will be asked to provide their contact information prior to leave. If contact information changes, employees must immediately contact HR.

RETURNING TO WORK

When applicable, an employee returning from approved leave will return to the original job held when the leave commenced, or to an equivalent job with equivalent pay and benefits. An employee has no greater right to restoration or to other benefits and conditions of employment than if the employee had been continuously working.

The Housing Authority's actions upon failure to return to work will be based upon the reason the employee does not return, as outlined below:

- If an employee fails to return to work after their leave entitlement has been exhausted or expires, the AHA shall have the right to recover its share of health plan premiums for the entire leave period and proceed with termination, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or their family member that would entitle the employee to leave or because of circumstances beyond the employee's control.
- If upon return from leave an employee is unable to perform the essential functions of [his or her](#) their job because of a physical or mental disability, the Housing Authority will engage in the interactive process with the employee to identify a potential reasonable

accommodation(s). The employee will not be allowed to return to work until a reasonable accommodation is implemented or the employee is otherwise able to perform the essential functions of ~~his or her~~their position with or without reasonable accommodation.

CONCURRENT RUNNING OF LEAVES

If an employee is on a leave that qualifies under more than one law (e.g., leave for a serious health condition under the FMLA/CFRA that is also a Workers' Compensation injury; pregnancy disability leave that is also a serious health condition under the FMLA), the leave time will run concurrently to the extent permitted by law.

PROBATIONARY STATUS DURING LEAVES

If an employee is on an approved leave of absence of any length or on unpaid leave for greater than 40 hours in total during the initial probationary period or any subsequent probationary period due to a change in position, an amount of time equivalent to the time the employee was on the leave of absence and/or unpaid leave shall be added to the probationary period to allow the Agency sufficient time to evaluate the employee's performance. Should this occur, the employee's anniversary date will be reset accordingly.

UNPAID LEAVES

The most common types of unpaid leaves are described below. -Please see Human Resources for additional information about any leaves of absence, or if you have a need for leave that is not covered by the descriptions below.

Reproductive Loss Leave

The Housing Authority will provide reproductive loss leave for eligible employees in accordance with State law.

Employees who have worked for the Housing Authority for 30 days are eligible to take up to five (5) days of unpaid leave per "Reproductive Loss Event," which means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. While the AHA does not require that employees use their leave accruals, staff may choose, at their request, to use their own accrued leave.

The following definitions apply regarding a Reproductive Loss Event:

- "Failed adoption" means the dissolution or breach of an adoption agreement with the birth parent or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.

- “Failed surrogacy” means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.
- “Miscarriage” means a miscarriage by a person, by the person’s current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.
- “Stillbirth” means a stillbirth resulting from a person’s pregnancy, the pregnancy of a person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- “Unsuccessful assisted reproduction” means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

Reproductive Loss Leave must be completed within three (3) months of the date of the Reproductive Loss Event ~~loss~~ and may be taken intermittently or all at one time. However, if the employee is on California Family Rights Act leave, Pregnancy Disability Leave, or another leave protected by state and/or federal law at the time of or immediately following the Reproductive Loss Event, the employee may use their Reproductive Loss Leave within three (3) months of the end date of the other protected leave. An employee may elect to use accrued paid leave, such as sick leave, floating holidays, or vacation leave, as applicable.

If an employee experiences more than one (1) Reproductive Loss Event within a 12-month period, the Housing Authority will provide Reproductive Loss Leave of up to twenty (20) days within a 12-month period.

The Housing Authority will maintain the confidentiality of any employee requesting Reproductive Loss Leave, and the Housing Authority will not disclose such information other than to internal personnel on a need to know basis, or as required by law.

Family/Medical Leave under the Family and Medical Leave Act and the California Family Rights Act (“FMLA”/“CFRA”)

The Housing Authority will provide family and medical care leave for eligible employees as required by state and federal law. Rights and obligations that are not specifically set forth below are provided for in the regulations implementing the federal Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA). To the extent allowed under the law, FMLA leave runs concurrently with, and is not in addition to, the leave entitlements provided by the CFRA. Employees who misuse or abuse family and medical care leave may be disciplined up to and including termination. Employees who fraudulently obtain or use CFRA leave are not protected by the CFRA’s job restoration or maintenance of health benefits provisions.

Eligibility and Leave Duration

Eligible employees, defined as those who have at least one year of service with the Housing Authority, and who have worked at least 1,250 hours in the 12 month period before the date the requested leave will begin, may request an unpaid, job-protected leave of up to 12 workweeks in a 12-month period for any of the following reasons:

- For incapacity due to pregnancy or prenatal care (FMLA leave only; see also Pregnancy Disability Leave);
- Under the FMLA and CFRA, leave is permitted to care for the employee’s child after birth, or following placement for adoption or foster care (“baby bonding”) within one year of the birth or placement;
- Under the FMLA and CFRA, leave to care for a child, parent, or spouse who has a serious health condition;
- Under the CFRA only, leave is permitted to care for a domestic partner, grandparent, grandchild, or sibling who has a serious health condition. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA;
- Under the CFRA only, leave is permitted to care for a designated person who has a serious health condition. In this section, a designated person is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. In accordance with AB 1041, AHA shall limit an employee to one designated person for which CFRA leave may be used per 12-month period, using the same period as that which is used to define CFRA eligibility, and the employee may make the designation at the time of the request for CFRA leave. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA;
- Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of their position. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider;
- Leave for a variety of “qualifying exigencies” arising out of the fact that an employee’s spouse, son, daughter, child, or parent is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation;
- Under the CFRA only, leave for a variety of “qualifying exigencies” arising out of the fact that an employee’s domestic partner is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA; or
- Under the FMLA, leave to care for a spouse, son, daughter, child, parent, or “next of kin” who is a covered service member of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty; or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces; or who is a veteran who was discharged or released within the past five years and is undergoing medical treatment, recuperation or therapy for a serious injury/ illness. The injury or illness may constitute an exacerbation of a pre-existing condition and may also manifest itself before or after the member became a

veteran. This leave can run up to 26 weeks of unpaid leave during a single 12-month period;

- To care for the employee’s child after birth, or following placement for adoption or foster care (“baby bonding”) within one year of the birth or placement;
- For the employee’s serious health condition that makes the employee unable to work at all or unable to perform the essential functions of ~~his or her~~their position (FMLA/CFRA); or
- To handle “qualifying exigencies” arising out of the fact that the employee’s spouse, registered domestic partner, child, or parent is on covered active duty, or is called to active duty, in support of contingency operations as a member of the Armed Forces, including the National Guard or Reserves. The general categories of “qualifying exigencies” include: short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, additional activities, and parental care arrangements. (FMLA/CFRA)

The 12-month period shall be a rolling 12-month period measured backward from the date leave is taken. It is continuous with each additional leave day taken.

Additional guidelines for leave duration include:

- **Minimum Duration of Leave:** If leave is requested for the birth of a child, or for adoption or foster care placement of a child with the employee, the basic minimum duration of such leave is two weeks. This leave must be concluded within one year of the birth or placement of the child. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for less than two weeks’ duration (but for at least one day) on any two occasions.
- **Parents Both Employed by AHA:** Under the FMLA, if both legal parents are employed by AHA and are entitled to leave, the parents will be limited to a combined total of 12 workweeks of leave in a 12-month period. However, under the CFRA, if both legal parents are employed by the AHA and are entitled to leave, each parent is entitled to take 12 workweeks of leave during any 12-month period.
- **Parents Both Employed by AHA:** If both parents of a covered servicemember are employed by the Agency and are entitled to leave to care for a covered servicemember, the parents will be limited to a combined total 26 work weeks during the 12-month period.

Coordination of Accrued Leave and Benefits

To the extent permitted under the law, the Housing Authority requires employees to substitute paid leave accruals while on an FMLA or CFRA leave. State Disability Insurance (SDI), Paid Family Leave (PFL), Workers Compensation benefits, and Long Term Disability (LTD) benefits may be coordinated with accrued leave so that an employee receives up to full pay. Once accrued paid benefits are exhausted, the remainder of leave, if any, is unpaid.

Generally, employees taking FMLA/CFRA leave must use accrued paid sick (if applicable), floating holiday, and vacation time during the leave. The exceptions to this are:

- Employees on FMLA/CFRA leave for their own serious health condition and who are receiving temporary disability benefits (SDI) or workers' compensation benefits may elect to use their paid leave to supplement their disability benefit up to an amount that, when combined with the disability benefit, does not exceed their regular pay for the pay period.
- Employees taking leave to care for a family member, including a designated person under CFRA under AB 1041, or for baby bonding are required to use accrued vacation or floating holiday leave. They are not required to use accrued sick leave, but may elect to do so, and may elect the order in which accrued leave is used.
- Employees on FMLA leave due to pregnancy disability may elect whether or not to use floating holiday or vacation time during the leave.

Insurance Coverage

- **Group Health Insurance During Unpaid Leave:**

Employees on FMLA/CFRA leave retain their employer-paid group coverage (i.e., health, dental, vision, life and AD&D, and long-term disability insurance) up to a maximum of 12 weeks in a rolling 12-month period under the same terms applicable before the employee takes leave.

- **Payment of Premiums:**

An employee may elect to continue coverage of other, voluntary benefits for which the employee is responsible for paying the entire premium, (e.g., voluntary life and AD&D insurance), so long as they continues to pay the entire cost of the premium(s) while on leave. Employees may make the appropriate contributions for continued coverage under the health benefits plans by payroll deductions (if the employee is using his or her/their paid leave) or direct payments (if the employee is not using his or her/their paid leave). The Authority will inform employees on Family/Medical Leave who are in unpaid status to whom direct payments should be remitted to for continued coverage.

- **Recovery of Premiums:**

If an employee fails to return to work after his or her/their leave entitlement has been exhausted or expires, AHA shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of a continuation, recurrence, or onset of a serious health condition of the employee or his or her/their family member that would entitle the employee to leave, or because of circumstances beyond the employee's control.

Employees on an unpaid leave that does not qualify for FMLA/CFRA must pay their insurance premiums when they are off work for five (5) consecutive days, as allowable by the plan or statute, even if leave is accrued and used subsequently. Human Resources will provide information about payment options to employees, which may include COBRA, self-pay (for CalPERS health insurance), or direct pay options.

Certification

An employee will be required to provide certification of the need for Family/Medical Leave according to the following guidelines:

- **Timely Provided Certification:** The employee should provide at least 30 days' advance notice where the need is foreseeable. When the need for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. For foreseeable leave due to a qualifying exigency, an employee must provide notice for leave as soon as is practicable, regardless of how far in advance such leave is foreseeable.
- **Requirements of the Certification:** The Housing Authority requires that an employee's request for leave due to a serious health condition affecting the employee or a family member or a designated person under AB 1041, or due to a covered servicemember's serious injury or illness, be supported by a written certification from a health care provider*. If leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of ~~his or her~~their position. The first time an employee requests leave because of a qualifying exigency, AHA may require the employee to provide a copy of documentation issued by the military, in accordance with the FMLA. The Housing Authority may require second or third medical opinions, at the Housing Authority's expense, and an employee to report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

***Health care provider** is defined as:

1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
2. Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treat or supervise treatment of a serious health condition;
3. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
4. Nurse practitioners and nurse-midwives, clinical social workers, and physician assistants who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
5. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and

6. Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

- **Failure to Provide Adequate or Timely Certification:** If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. If an employee fails to timely provide certification, AHA may delay or deny use of FMLA/CFRA leave until the required certification is provided, or deny FMLA/CFRA protections following the expiration of the time to provide an adequate certification.
- **Second and Third Medical Opinions:** If AHA has a good faith, objective reason to doubt the validity of a certification of the employee's claimed serious health condition, AHA may require a medical opinion of a second health care provider chosen and paid for by the Agency. If the second opinion is different from the first, the Housing Authority may require the opinion of a third provider jointly approved by the Agency and the employee, but paid for by the Agency. The opinion of the third provider will be binding. The Housing Authority will provide the employee with a copy of the second and third medical opinions, where applicable, without cost, if requested by the employee.
- **Intermittent Leave or Reduced Schedule:** For intermittent leave or leave on a reduced leave schedule taken because of one's own serious health condition, to care for a spouse, parent, ~~son or daughter~~child, grandparent, grandchild, sibling, parent-in-law, or designated person per AB 1041 with a serious health condition, or to care for a covered servicemember with a serious injury or illness, the employee must provide medical certification that the requested leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The Housing Authority may require an employee who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule.

Employment Status

If the leave is only protected under the FMLA, and not the CFRA, the employee's unpaid absence will be considered a break in service for purposes of determining seniority.

Returning to Work

When an employee is on leave for their own serious health condition, the Housing Authority requires written medical certification by a health care provider of an employee's ability to return to work. Failure to provide such certification will result in denial of reinstatement. Upon expiration of an authorized leave, the employee will be returned to the same, or to a comparable, position to the extent required by law.

Non-FMLA/CFRA Medical/Family Leave

Part-time employees who have at least one year of continuous service with AHA, and who are not otherwise eligible for leave under the FMLA/CFRA may nonetheless request a discretionary leave of absence for any of the reasons allowed for FMLA/CFRA leaves with the exception of leave for a designated person under the CFRA per AB 1041. The employee must provide evidence of one of the reasons for leave as stated in the FMLA/CFRA, and provide 30 days' advance notice if the need for the leave is foreseeable.

If approved, leave will not exceed a maximum duration of eight work weeks within a rolling 12-month period. Employees must exhaust any and all accrued sick leave, floating holiday, and vacation time during the leave. Once all accrued, available leave is exhausted, the leave is unpaid and no vacation or sick leave will accrue. The employee's unpaid absence will be considered a break in service for purposes of determining seniority.

Part-time employees on this leave who are otherwise eligible for employer-paid group coverage (i.e., health, dental, life and AD&D, and long-term disability insurance) with the Housing Authority will have paid group coverage insurance coverage through the end of the pay period in which their unpaid leave commences. Thereafter, employees may continue coverage under AHA's group insurance plans at their own expense. The sole exception to this is employees on pregnancy disability leave, who remain covered by AHA health benefits during their approved leave.

Upon expiration of an authorized leave of this kind, AHA will seek to return the employee to the same, or a comparable position.

Pregnancy Disability Leave ("PDL")

An employee disabled by pregnancy, childbirth, or a related medical condition is entitled to up to four months (defined as one-third of a year, 17 1/3 weeks, or 693 hours) of disability leave per pregnancy. Related medical conditions include, but are not limited to, severe morning sickness, the need for prenatal or postnatal care, childbirth, postpartum depression, gestational diabetes, preeclampsia, mastitis, and loss or termination of the pregnancy and recovery therefrom.

PDL does not need to be taken all at once, but can be taken on an as-needed basis as required by the employee's health care provider, including intermittent leave or a reduced work schedule, all of which counts toward the employee's four month entitlement. If taken on an as-needed basis, every effort should be made to minimize the disruption to Housing Authority business.

Pregnancy disability leave is without pay. Employees on PDL are required to first use accrued sick time during the leave, and may elect to use, or not to use, accrued vacation and PTO. However, employees who are FMLA-eligible, **and** concurrently taking PDL leave, **and** receiving benefits under SDI, may use their accrued leave to supplement their disability benefit up to an amount that, when combined with the disability benefit, does not exceed their regular pay for

the pay period. Once accrued paid benefits are exhausted, the remainder of PDL, if any, is unpaid.

Employees on PDL retain their employer-paid health insurance during their approved leave (i.e., up to a maximum of four months) at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. Eligible employees who take CFRA leave for baby bonding (or other qualifying reason) following their PDL leave, may receive employer-paid health insurance for up to an additional 12 workweeks. In some instances, the Agency can recover from an employee premiums paid to maintain health coverage if the employee fails to return following the PDL.

Employees will retain their employee status during the period of the approved PDL, and the absence will not be considered a break in service for purposes of determining seniority.

Upon timely return at the expiration of PDL or after transfer to a reduced work schedule, the employee is entitled to return to the same position. If the same position is no longer available (e.g., position eliminated due to a reduction in force), the Housing Authority will offer a position that is comparable in terms of pay, location, job content, and promotional opportunities, unless no comparable position exists. The Housing Authority requires written medical certification by a health care provider of an employee's ability to return to work at the end of a PDL exceeding three days in length.

If the employee fails to return to work, refer to the process outlined in the Returning to Work section above that addresses all unpaid leaves.

Industrial Injury Leave

Employees who sustain any illness or injury arising out of and in the course of their employment and are deemed to have a temporary total disability under Workers' Compensation laws are entitled to a medical leave until the earlier of the following:

- The employee is released to return to work; or
- The employee is determined to be permanently unable to return to their usual duties.

It is the employee's responsibility to immediately report any work-related injury to their supervisor, who will provide the employee with the Employee's Report of Occupational Injury form and the Housing Authority Incident Report. These forms are used to determine eligibility for Workers' Compensation. Employees requesting leave are required to submit medical certification of the need for leave.

Employees must exhaust all accrued paid time off during this leave, and before taking unpaid leave. Any such pay will be coordinated with third-party benefits received by the employee through Workers' Compensation. The exception to this is that employees receiving workers' compensation benefits whose leave runs concurrent with FMLA/CFRA leave are not required to use their paid leave but may elect to do so in order to supplement their disability benefit up to

an amount that, when combined with the disability benefit, does not exceed their regular pay for the pay period.

Employees who are otherwise eligible for paid health insurance with AHA, and who do **not** have FMLA/CFRA leave running concurrently, will have paid health insurance coverage through the end of the pay period in which the unpaid portion of their leave commences or during which FMLA/CFRA leave expires. Thereafter, employees may continue coverage under the Housing Authority's group insurance plans at their own expense. Human Resources will provide information about payment options to employees, which may include COBRA, self-pay (for CalPERS health insurance), or direct pay options.

Employees returning from industrial injury leave will be returned to the same, or a comparable position, to the extent required by law.

Military Duty Leave

A Housing Authority employee will be granted a military leave of absence to carry out military obligations in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state law. In accordance with federal and state law, the employee must give their supervisor advance notice of upcoming military service, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable, and provide a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the department head may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave. Please see HR for additional information about the continuation of pay and benefits, which may be in place for up to 30 days during a military duty leave.

Personal Leave of Absence

In addition to the previously described leaves, and in an effort to recognize the needs of employees for time off for reasons other than those described above, the Housing Authority may consider granting a personal leave of absence without pay. Personal leaves are limited to a maximum of two months in any two year period (measured in a rolling 24-month period). Personal leaves may not be added to or run consecutively with any of the previously described leaves.

All regular employees of the Housing Authority who have completed their probationary period may request an unpaid personal leave of absence. Job performance, attendance, and work/program requirements will all be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted by AHA within the sole discretion of the Executive Director.

Requests for a personal leave of absence must be submitted in writing to the Executive Director and must state specifically the reasons for the request and the proposed dates for beginning and ending the leave. Thirty days' notice is required if the need for leave is foreseeable.

Personal leaves, if granted, are without pay. Any accrued paid time off (i.e., accrued sick (if applicable), vacation, floating holiday and comp time) must be exhausted prior to the commencement of a personal leave.

Insurance benefits may be continued at the employee's own expense during any unpaid personal leave.

An employee is required to return from the personal leave on the originally scheduled return date. If the employee is unable to return, they must request an extension of the leave in writing within five business days before expiration of the leave, explaining the reason for and requested duration of the additional leave sought. If the leave is not extended, the employee must return to work on the originally scheduled return date or the employee will be considered to have voluntarily resigned from their employment. Extensions of leave are considered only on a case-by-case basis.

School Activities Leave

In accordance with California Labor Code section 230.8, employees may take up to forty hours off without pay in any single school year, and no more than eight hours in any calendar month of the school year, with the exception of emergencies, to participate in activities at their child's school (grades K-12) or licensed child care facility. Under School Leave, employees may also take time off to find, enroll and/or re-enroll in a school (grades K-12) or a licensed child care provider as well as to address school or licensed child care provider emergencies. To be eligible for such leave, the employee must be a parent, stepparent, foster parent or standing in loco parentis, guardian or grandparent with custody of the child.

Employees requesting School Leave must provide their Supervisor with reasonable advance notice of the planned absence and provide documentation of the school activity (a letter from the school, event announcement etc.) as verification that the employee participated in the activity on a specific date at a particular time. An employee who takes time under this policy must utilize any existing vacation leave or floating holiday leave first. If the employee has no accrued paid time off, the time off will be taken without pay.

Other Forms of Leave

Other forms of leave may be available to employees who are victims of domestic violence, sexual assault or other crimes, are military spouses, emergency responders, or organ donors; or who require leave for volunteer firefighter or Civil Air Patrol service, as required by law. Please contact the Director of Human Resources ~~and Operations~~ for more information.

LEAVE DONATION PROGRAM

Eligible employees may participate as donors and recipients in the leave donation program, which provides a mechanism for assisting employees who have exhausted paid leave due to a

serious or catastrophic illness or injury. This program allows a Housing Authority employee to donate their accrued paid vacation to a specific, eligible employee who has exhausted their own available leave balances.

“Serious or catastrophic illness or injury” is defined for purposes of this policy as the employee’s own medical condition which requires them to be absent from work for more than twenty (20) consecutive work days, or the illness or injury of the employee’s immediate family member requiring the employee’s care (which results in the employee’s absence from work for more than 20 consecutive work days).

Eligibility to Receive Benefit

To be eligible to receive leave donations, an employee must have been employed in a regular full-time position for a minimum of one year and have completed their initial probationary period; must be absent from work due to a “serious or catastrophic illness or injury” (as defined above, and as verified by a physician’s certification); and must have exhausted all earned leave balances (including sick leave, compensatory time, vacation, and floating holiday credits). The request may be initiated prior to the anticipated date leave balances will be exhausted; however, no retroactive requests will be permitted (i.e., employees will not be granted donations for time off already treated as unpaid leave).

To be considered for a leave donation, the requesting employee, family member of the requesting employee, or another person designated in writing by the requesting employee must submit a request for such a donation to: Housing Authority of the City of Alameda, Human Resources Department, 701 Atlantic Avenue, Alameda, CA 94501. Alternatively, requests may be emailed to hr@alamedahsg.org. The determination of whether to award an employee leave donation and the maximum amount of leave that can be donated to the employee shall be at the Executive Director’s sole discretion and shall be final.

Benefit

Donated leave will be changed to its cash value at the donor’s base rate of pay and then credited to the recipient in equivalent hours of paid time off at the recipient’s base rate of pay. For as long as the receiving employee remains in a paid status, seniority and all other benefits will continue, with the exception that paid sick leave and paid vacation will not accrue during any period of donated paid leave, and employees will not receive holiday pay for any holidays that fall during any period of donated paid leave. Generally, the period of donated paid leave may not exceed three months; however, the Executive Director may decide to extend or restrict the total period of donated paid leave on a case-by-case basis.

When using donated leave, disability, paid family leave, or workers compensation benefits will be integrated with donated leave, just as they are when non-donated sick or vacation leave is used.

Donating Leave Credits

Donations are voluntary and may be made by any regular full-time employee who has completed their initial probationary period and has accrued paid time off. Other rules include:

1. Only vacation leave may be donated. Floating holiday and sick leave are not eligible for donation.
2. The total amount of time donated by any one employee may not exceed 40 hours.
3. Leave donations, if made, must be in four hour increments.
4. An employee may not donate leave hours that would reduce their vacation balance to less than one week (i.e., either 37.5 or 40 hours) at the time of donation.

If the receiving employee does not use all transferred leave for the intended use, any balance will remain with the receiving employee until that employee's separation from the Housing Authority. Unused donated leave will not be returned to the donating employee(s); once the donation is made, it is a final transaction.

Upon approval of an eligible employee's request for leave donations, the Executive Director or designee will post a notice of an eligible employee's need for donations on bulletin boards accessible to employees or will communicate the need for leave donations via email; confidential medical information shall not be included in this notice. Employees wishing to donate should contact the Director of Human Resources ~~and Operations~~ or designee. The Director of Human Resources ~~and Operations~~ will review all donations and notify employees if their donation will be accepted. Donations may generally be made for a period of 45 days after the donation request and physician certification is received, dependent on the need for continued leave donations; the Executive Director or Director of Human Resources ~~and Operations~~ may limit the donation period should adequate donations to cover the requested leave period be received. Employees may request leave donations not more than one time in each one year period beginning on the date of first request.

The Leave Donation Program is designed to be as confidential as possible, and is strictly voluntary. Employees who donate benefits will be made aware of the value of their donation. The recipient of benefits will be made aware of the value of their benefits received. Individual donations and the identities of donors are confidential, and will not be disclosed except on a need-to-know basis for administrative purposes.

PART SEVEN: WORK HOURS AND PAY

PAY PERIODS AND PAY DAYS

For all employees, the standard pay period is biweekly, and each paycheck covers work performed through the completion of the previous two-week work period. Paychecks are normally distributed every other Friday. Direct deposit is encouraged, but it is not mandatory.

Employees will receive an earnings/leave statement showing earnings and mandatory and voluntary deductions for each pay period. Each employee is responsible for notifying their supervisor if they believe there is a discrepancy on their earnings statement.

All annual step increases, which are merited by an employee, will be given at the start of the pay period following the anniversary date.

WORK DAY AND WORK WEEK

Normally, the workweek consists of 40 hours, and the workday consists of eight hours. Designated positions (including part-time positions) may have a shorter workweek of 37.5 hours and/or workday of 7.5 hours. The Executive Director (or designee) sets daily work schedules and any options for hours of work (e.g. start and/or end of shift times).

OVERTIME

Overtime is time an overtime-eligible employee actually works in excess of 40 hours in ~~his or her~~their designated work week. Only actual hours worked will be counted toward the 40-hour threshold for purposes of calculating Fair Labor Standards Act (FLSA) overtime pay; paid time off will not be counted. Overtime-eligible employees who are directed to work overtime must do so. Employees may only work overtime when approved in advance by a department head. Employees who have a flexible work schedule must also have advance approval for working any hours in excess of their approved work schedule, whether or not those hours will be eligible for overtime pay.

NO REMOTE ACCESS FOR NON-EXEMPT EMPLOYEES

Unless the Executive Director or Director of Human Resources specifies otherwise in writing, non-exempt employees may not have remote access to AHA equipment, resources, or email.

WORK PERIOD

The Housing Authority has declared a seven-day work period which begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m. for all non-exempt positions.

BREAK/REST PERIODS AND MEAL PERIODS (NON-EXEMPT EMPLOYEES ONLY)

All non-exempt employees are provided a 15-minute paid rest period (i.e., break) for each four-hour period of work or major portion thereof per workday, one in mid-morning and one in mid-afternoon. The rest period shall be taken at a time designated by the employee's supervisor. Rest periods may not be used to extend the meal period or to leave work early.

Meal periods are provided to employees who work more than five (5) hours per shift. Eligible employees are required to take a daily meal period, at a length and time established by the supervisor, except that employees who are scheduled to work for 6 hours or less per day may opt to forgo their meal period. Meal periods will be no less than 30 minutes or more than one hour in length and are unpaid. Employees may not skip meal breaks to shorten the workday. Employees are free to come and go, and are not to perform any work during their meal periods.

When being relieved of all duties during lunch is not possible due to Housing Authority work requirements, employees will be paid for their meal period. Any employee who works more than 12 hours per day will receive a second meal period of 30 minutes.

Rest Periods during Late Night/Early Morning Work

At times, particularly during emergencies, it may be necessary for certain staff to work late at night or early in the morning. In addition to overtime pay that is provided for this work, staff who work more than two (2) hours between 11:00 p.m. and 7:00 a.m. will be provided with one hour of paid rest period for every two hours worked. This rest period shall generally commence at the start of the next regularly scheduled shift, unless the employee's services are otherwise required to continue past the start of their shift. Payment for the rest period will be at the regular straight time rate, and will count as hours worked for purposes of calculating overtime.

FLEXIBLE WORK SCHEDULES

Employees may have the option to request a reduced work week, or the Executive Director may designate certain positions as subject to a flexible work schedule. Any employee requests for a reduced work schedule – or to stop flexing – must be submitted in writing, and are reviewed and approved by the supervisor and the Executive Director. Generally, once an employee's request for a flexible schedule is approved, the employee may not return to a regular schedule unless required to do so for agency business needs.

Employees currently working 75 hours per pay period may request a reduction to 72 hours; employees currently working 80 hours per pay period may request a reduction to 72.6 hours. Vacation and sick leave accrual are not affected by the adjusted work week option, nor is a non-exempt employee's hourly rate of pay affected. Since non-exempt employees will be working fewer hours, however, actual earnings are reduced accordingly. Exempt employees' salaries will not be affected by a reduced work week option, unless an exempt employee performs no work during the work week. Additional information about flexible work schedules is available from Human Resources.

The Housing Authority reserves the right to designate work schedules for employees on flexible work schedules, to rescind or alter the types of flexible schedules offered, if any, and to require employees to work flexible schedules or rescind flexible schedules subject to business needs and budget restrictions and upon two weeks written notice to the employee. Unless an exception is made by the Executive Director, new employees who would otherwise be subject to a 75 hour per pay period schedule will be placed on a flexible (72 hour per pay period) schedule upon hire.

TIMEKEEPING REQUIREMENTS

An employee's accurately-recorded time card is one of the best ways to ensure the employee receives the correct amount of pay. AHA utilizes an electronic timekeeping system, and all employees are required to submit an electronic time card every other week, on the Monday prior to payday. Non-exempt employees record actual hours worked and leave taken; non-exempt employees must report all hours worked and are strictly prohibited from performing

any work “off the clock”. Exempt employees report only leave taken, and report their leave usage in two-hour increments only. Any type of absence must be recorded on the time card and approved by the employee’s supervisor. [Time off is only approved if recorded in the time off request system.](#)

In the event that a non-exempt employee does not record hours consistent with their scheduled work hours, the employee is required to use vacation and/or floating holiday leave to the extent necessary to bring their pay to an amount equivalent to their scheduled work hours.

Employees are responsible for ensuring that their time cards are accurate, complete, and submitted on time. Non-exempt employees should notify their supervisor no later than the end of the next business day if they fail to clock in or out, report leave used incorrectly, or have any other adjustment that needs to be made so that corrections can be completed in a timely manner. Falsification of time cards or repeated inaccurate reporting of time will subject the employee to discipline, up to and including immediate termination.

PAYROLL DEDUCTIONS

Your payroll and earnings deductions are detailed with your paycheck. [Payments from AHA could take up to three \(3\) days to post in an employee’s account.](#) Federal and State laws require deductions from every paycheck for federal and state withholding taxes, Medicare taxes, state disability insurance, garnishments or wage attachments, and employee contributions to either the CalPERS or PARS retirement program. Other voluntary deductions may be made from an employee's paycheck with the employee’s authorization. These deductions may include, but are not limited to, insurance premiums, contributions to a deferred compensation program, and deductions to fund flexible spending account elections. [The employee is responsible for providing the correct account and routing numbers and notifying AHA if they close their account. Expense reimbursement can also be directly deposited into the employees’ bank account upon request. If an employee elects to use a paper check instead of direct deposit for salary and/or reimbursements, the paper check must be picked up from the Finance department by the employee on their own time.](#)

REVIEW YOUR PAYCHECK

The Housing Authority makes every effort to ensure its employees are paid correctly. If a mistake is made, and called to the Housing Authority's attention, it promptly will make any correction that is necessary. Employees should review their paychecks to make sure they are correct. If an employee believes a mistake has occurred or has any question, they should notify their supervisor no later than the end of the next business day.

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours you may work for the Housing Authority. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review

times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, exempt employees' salaries are subject to certain deductions. For example, unless state law requires otherwise, your salary can be reduced for the following reasons:

- Full-day absences for personal reasons
- Full-day absences for sickness or disability
- Partial-day absences for personal leave or sick leave
- Full-week disciplinary suspensions for infractions of our written policies and procedures
- Family and Medical Leave absences (either full- or partial-day absences)
- To offset amounts received as payment for jury and witness fees or military pay
- The first or last week of employment in the event you work less than a full week
- Any full work week in which you do not perform any work
- Daily unpaid disciplinary suspensions if the discipline is for a violation of a workplace conduct rule

In any work week in which you performed any work, exempt employees' salaries will not be reduced for any of the following reasons:

- Your absence on a day because the Housing Authority has decided to close a facility on a scheduled work day
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work
- Any other deductions prohibited by state or federal law

Unless state law provides otherwise, deductions may be made to your accrued leave for full- or partial-day absences for personal reasons, sickness or disability. If you believe you have been subject to any improper deductions, you should immediately report the matter to your supervisor.

PART EIGHT: COMPENSATION AND SALARY ADMINISTRATION

DETERMINATION OF PAY RATES

The Housing Authority desires to attract and retain strong performing employees, and accordingly attempts to pay competitive wages to its employees. To determine appropriate compensation rates for positions, AHA will take into account information about current wages and, where information is available, benefits of pertinent local agencies, and will evaluate the relationship between jobs within AHA and other public agencies. AHA will determine how often pay rates should be reviewed. Generally, AHA plans to review pay rates at least every four years unless data indicates review on a more or less frequent basis is appropriate.

WAGE RANGES AND STEPS

The Housing Authority has established a wage range for each class of position title listed in the Schedule of Authorized Positions approved by the Board of Commissioners. Each position, with the exception of the Executive Director and contract Resident Manager positions, is assigned a wage range, and each range currently has five steps or rates of pay. Wage ranges are subject to adjustment and change by the Board of Commissioners as conditions warrant. The Salary Schedule shows all salary and wage ranges available, whether any positions are currently assigned to those ranges or not, and the corresponding rate for each step with each range, including monthly and biweekly rates (applicable to exempt employees) and hourly wages (for non-exempt employees) at each step. The current Pay Schedule showing titles, wage ranges, and monthly rates is posted on the AHA website.

The steps within each range shall be administered in the following manner:

- The first step of each range is the beginning wage level and is the standard hiring rate for a class or position. The Executive Director has the authority to hire an employee above Step 1 of the applicable range. Generally, AHA seeks to hire job applicants at Steps 1-3 of the assigned range unless doing so would risk the applicant not accepting the Housing Authority's job offer.
- Employees may be considered for advancement to the next step assigned to their position after a minimum of one year of satisfactory probationary service, and upon the performance evaluation and recommendation of the supervisor with approval of the Executive Director. Advancement to the next step in subsequent years may occur with each year of satisfactory service until the employee attains the top step of the range assigned to their position.
- The top step of each range is the final step for employees who attain and maintain a thoroughly satisfactory standard of work performance. Employees at the top of their range are eligible for any adjustments made to the range due to cost of living adjustments or re-evaluation of the wage rate schedule, but are not eligible for any further step increases so long as they remain in the same position or wage range.
- The Executive Director has the authority to approve an employee for a salary advancement of more than one step. Generally, this would only be considered when there is a need to adjust an employee's salary for internal equity reasons, or when an employee was hired at the bottom of the salary range and has demonstrated exemplary performance.

RECLASSIFICATION RESULTING IN RANGE DECREASE (Y-RATE)

When the Housing Authority deems it necessary to reclassify an employee for reasons other than misconduct, substandard performance, and/or other disciplinary action (i.e., due to position reclassification or when a position is assigned to a lower wage range as a result of a compensation study), and such action places that employee in a position receiving lower wages, the employee's wages will remain at the same step already attained. The employee will not receive any cost of living increases granted by the Board of Commissioners until such time as the range currently assigned becomes equal to or greater than that of the previously held position.

WAGE ADJUSTMENTS

Cost of Living

The Housing Authority will employ a method to compensate employees for cost of living adjustments, if any, to the extent that funds are available. Cost of living adjustments (COLA) may be considered no more frequently than annually and require approval from the Board of Commissioners. There is no guarantee of a cost of living increase in any year.

Transfers and Promotions

In the case of lateral transfers, (i.e., transfers to another position within the same range), only fully qualified employees who meet the minimum requirements of the transfer position are eligible to be placed at the same step they attained prior to the transfer. The Executive Director shall determine the appropriate step to which transferring employees are assigned.

Employees promoted within the Agency will be placed within the wage range for the new position with step assignment determined by the Executive Director. In no event will a promotion result in a wage decrease.

The decision of within-range placement in other instances of voluntary position classification changes will be made by the Executive Director. Employees are urged to consider the effect of reclassification when applying for positions within the agency, and to ask questions of their supervisors or Human Resources. It is the employee's obligation to keep themselves informed of the impact that changes of position may have on compensation.

Demotion in Lieu of Layoff

In the event that a position is eliminated and the employee holding that position is therefore subject to termination, AHA may, should a position assigned to a lower wage range be available that the employee is qualified for, offer such position to the employee. If the employee accepts the position, the employee shall be assigned to the wage range for the new position, with the assigned step within the range determined by the Executive Director.

OVERTIME PAY

Employees may occasionally be asked to work beyond their normally scheduled hours. When this occurs, supervisors should attempt to provide as much advance notice as possible. Opportunity for overtime (or work hours beyond the employee's regular schedule) on a particular job normally will be given to the employee who has been working on that job during the regular shift, or may be rotated among employees when multiple employees have been performing similar work. Generally, overtime is not offered to an employee who is underperforming.

The Housing Authority provides overtime compensation to non-exempt employees for all hours worked in excess of 40 hours per workweek. All overtime (or work hours beyond the

employee's regular schedule) must be approved in advance by the supervisor, except in the cases of emergency call-outs, with approval documented in the electronic time card.

In all cases, non-exempt employees will receive compensation at one and one-half their regular rate of pay for each overtime hour worked. For computation purposes, "hours worked" does not include paid vacation, sick leave, AHA-paid holidays, floating holidays, or any other paid time off. Unpaid sick leave, personal leave or any other unpaid time away from work is also not considered hours worked.

Exempt Employees and Overtime

Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work. Accordingly, the Agency does not maintain any time off plan or arrangement with exempt employees. Neither extra compensation nor time off will, under any circumstances, be owed or payable to an exempt employee during employment or upon separation from the Housing Authority's employ for any reason.

ON-CALL AND EMERGENCY CALL COMPENSATION

Maintenance personnel who live within 40 miles of Alameda may be required to perform rotating weeks of on-call service. A non-exempt employee will be compensated for one and one-half hours of straight time pay for each day of on-call service, even if that employee is not actually called into service. On-call service is assigned at the discretion of AHA and may be eliminated, suspended, or reassigned at any time. Hours compensated for on-call service are not considered hours worked for purposes of calculating overtime.

A non-exempt regular employee on call who is called back to work will be compensated for time worked at the usual overtime rate of pay for the employee's position for a minimum of two hours of work, irrespective of the number of hours worked during the work week. This provision also applies to other maintenance and non-maintenance employees who may be called back to work in the event of an emergency. This provision does not apply to instances in which the employee is called to report less than two hours before their regular starting time and is working from the time they report through their regular starting time. Emergencies that require an employee to work past the normal end of their shift will be considered hours worked for purposes of calculating overtime, and are also not subject to on-call/call-in provisions.

For more information about on-call and emergency call procedures, maintenance personnel may refer to the Maintenance Procedures document.

BILINGUAL PAY

The Executive Director (or designee) may designate employees to receive bilingual pay based on the translation needs of the Housing Authority and the employee's ability to provide the service. Bilingual pay may be authorized on either a continuing or temporary basis (i.e., for a specific activity).

Two levels of continuing bilingual pay are provided by the agency. In order to receive **continuing certified** bilingual pay, employees must pass a language proficiency exam administered by a provider of AHA's choice. Employees that are not certified through the language proficiency exam but demonstrate bilingual communication capacity are eligible for **continuing basic** bilingual pay. Designated employees will receive a taxable salary augmentation for their additional service at a rate determined by AHA in conjunction with the budgeting process. The rate for continuing certified bilingual pay will generally be two times the rate paid for continuing basic bilingual pay, and will be authorized by the Board during the budget process. The Human Resources Department will maintain a current list of positions and employees certified to receive the bilingual pay incentive. Employees certified to receive continuing bilingual pay receive this pay regardless of whether or not any bilingual services were actually provided during the period of compensation, and are expected to be available to provide these services as needed, including during events or meetings that may occur outside of normal business hours.

In order to receive **temporary** bilingual pay, employees must be able to demonstrate their bilingual capacity, but do not need to be certified by AHA's outside provider. Employees may be compensated at the rate of \$50 per month for up to 3 months in a calendar year. Temporary bilingual pay is authorized at times when services are anticipated to be needed, but an employee approved for temporary bilingual pay does not necessarily need to provide bilingual services during the approved period to receive bilingual pay.

Only non-exempt employees are eligible to receive either form of bilingual pay, regardless of language. However, exempt employees with language skills in one of the Agency's LEP languages may also be eligible for either form of bilingual pay. Exempt employees with non-LEP language skills may be required to provide interpretation or translation services if needed. The Executive Director may authorize bilingual pay for exempt employees for other (non-LEP) languages as needed.

NOTARY PUBLIC STIPEND

The Executive Director (or designee) will designate which employees shall serve as notary publics for the AHA. Those employees, and only those employees, are eligible to receive a monthly stipend in the form of a taxable salary augmentation for their additional service at the rate of \$50.00. This stipend is paid whether or not any notary services were actually provided during the period of compensation. As a condition of receiving notary public stipend pay, designated employees are expected to be available to provide notary public services as needed, including during events or meetings that may occur outside of normal business hours.

The Human Resources Department will maintain a current list of employees designated to receive the notary public stipend.

SHOES/BOOTS ALLOWANCE

Affected maintenance ~~and other staff who work in construction areas employees~~ may request reimbursement for the purchase of steel or hard toe safety boots or shoes that are required for their position and which must be worn as a condition of employment. The maximum reimbursement rate is authorized by the Board during the budget process. There is no limit on the number of shoes/boots that the employee purchases with the annual allowance. ~~Please see the Maintenance Staff Uniforms policy in Section Nine: Work Practices and Environment for more information about maintenance staff attire.~~

ACTING PAY

An employee who is assigned by the employee's supervisor and approved by the Executive Director, to perform a job in a higher classification during the temporary absence of another employee will receive "acting pay" during the assignment. Unless otherwise approved by the Executive Director, acting pay is set at the first step of the classification to be held temporarily as long as the amount is not less than five (5) percent above the current salary step of the employee assigned to the acting position. To be eligible for acting pay, the temporary assignment must not be for less than one full pay period.

Where an employee is assigned a temporary working classification due to the performance of duties that are above their normal classification and for which there is no classification available, the employee may be eligible to receive acting pay at the discretion of the Executive Director. Acting pay will be paid at no less than five (5) percent over the employee's current hourly wage, even if this temporary increase is at a level higher than the top of the wage range to which the employee is assigned.

PART NINE: WORKPLACE HEALTH AND SAFETY

DRUG & ALCOHOL-FREE WORKPLACE

As part of the Housing Authority's ongoing commitment to a safe and healthy workplace, the Housing Authority maintains a drug and alcohol-free workplace. Any employee who reports to work while under the influence of drugs or alcohol runs the risks of endangering their safety and the safety of others, destruction of or damage to personal or AHA property, and a loss of productivity and workplace morale.

All employees are required to understand and comply with the Housing Authority's drug and alcohol-free workplace policy. Employees conducting Housing Authority business regardless of location are prohibited from all of the following:

- Unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensing of alcohol or a controlled substance in either Housing Authority workplaces or wherever Housing Authority business is performed.
- Reporting to work while under the influence of alcohol or a controlled substance.

Use of prescribed medications and drugs in accordance with physician's instructions is not a violation of this policy, as long as the medications or drugs do not interfere with the employee's ability to perform their duties. An employee must notify their supervisor before beginning work when taking medications or drugs that could interfere with the safe and effective performance of duties or the operation of Housing Authority equipment. If there is a question regarding an employee's ability to perform assigned duties safely and effectively while using prescribed medications, the Housing Authority may require medical clearance.

If the Housing Authority reasonably suspects that an employee is under the influence of alcohol or drugs, the employee shall be prevented from engaging in further work and may be detained for a reasonable time until they can be safely transported from the work site. If the Housing Authority has reasonable suspicion that an employee is under the influence of alcohol or drugs, the Housing Authority may require the employee to submit to AHA's drug/alcohol testing procedure.

"Reasonable suspicion" is based on objective factors a reasonable person would believe that the employee is under the influence of drugs or alcohol at work. Examples of objective factors include, but are not limited to: unusual behavior, slurred or altered speech, body odor, unkempt appearance, red or watery eyes, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, an accident involving agency equipment or property, or other evidence of recent drug or alcohol use. In order to receive authority to test, the supervisor must record the facts that support reasonable suspicion and discuss the matter with the Executive Director or designee. If there is a reasonable suspicion of drug or alcohol abuse at work, the employee will be relieved from duty and placed on sick leave until the test results are received. Refusal to submit to the Housing Authority's drug/alcohol testing procedure may constitute insubordination and subject the employee to discipline.

The Housing Authority has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees who think they may have an alcohol or drug usage problem are urged to seek confidential assistance from the EAP. Employees should contact Human Resources for additional information about the EAP.

As a condition of employment, Housing Authority employees are expected to abide by the terms of this policy and are required to notify the Housing Authority of any criminal drug statute conviction occurring in the workplace within five days of the conviction. Disciplinary action will be taken against those who violate this policy.

SMOKING

For health and safety considerations, the Housing Authority discourages smoking. Smoking by employees, including the use of e-cigarettes or other unregulated nicotine products, is prohibited in all locations on Housing Authority property, including office/maintenance areas, dwelling units/grounds, [parking lots](#), and vehicles, and while conducting AHA business, regardless of location.

SAFETY AND SECURITY

The Housing Authority strives to provide a secure work environment for our employees and visitors. It is the policy of AHA to provide and maintain safe and healthful working conditions. Every AHA employee shares a responsibility for the prevention of accidents and everyone is expected to cooperate to the fullest to make sure our agency is a safe place to work. Employees are required to be safety conscious and to report immediately any unsafe or hazardous condition directly to their supervisor or the Injury and Illness Prevention Program (IIPP) Administrator. Employees also are required to participate in regular safety trainings, to read and follow the Housing Authority's Safety Policies and Rules, and to become familiar with AHA's IIPP, provided as separate documents.

Our main building is equipped with an alarm system that is activated during non-business hours via a rotation system by exempt staff at 701 Atlantic, and exterior doors/gates that are locked at all times (except the front entrance door) as are reception area doors that provide access to the interior of the office. Other AHA offices maintain systems that allow for the safety and security of employees assigned to work in those locations.

Each employee is required to comply with all AHA security procedures and immediately report any breach of security to their supervisor. These procedures include, but are not limited to the following:

- Immediately report lost or stolen keys/access badges or missing AHA property to your supervisor.
- Employees may be responsible for the cost of replacing lost or stolen AHA property, such as parking lot remotes, badges, and keys.
- Employees may not keep or store AHA equipment or keys/badges in vehicles except while travelling to or from work.
- Copying or giving AHA keys/badges, alarm codes, or parking lot remote controls to an unauthorized individual is strictly prohibited.

We encourage employees to be prudent about bringing personal items to work. The Housing Authority is not responsible for losses resulting from theft or damage to employees' personal property.

VIOLENCE IN THE WORKPLACE

The Housing Authority is committed to providing a safe, violence-free workplace. Therefore, the Housing Authority strictly prohibits employees, consultants, customers, visitors, vendors, or anyone else on Housing Authority premises or engaging in a Housing Authority-related activity from behaving in a violent or threatening manner. This policy applies in any location where Agency business is conducted, including vehicles and parking lots. As part of this policy, the Housing Authority seeks to prevent workplace violence before it begins and reserves the right

to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring. Any violation of this policy may lead to criminal prosecution, and/or disciplinary action, up to and including termination.

Prevention of workplace violence begins with the recognition of potential early warning signs and the establishment of agency procedures for responding to any situation that presents the possibility of violence.

Employees are prohibited from participating in or promoting acts of intimidation, violence, threats, coercion, assault and/or abusive behavior toward any person while in the course of Housing Authority employment. The Housing Authority has zero tolerance for any conduct that references workplace violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting.

Workplace Violence Definition

Workplace violence is defined as any conduct that causes an individual to reasonably fear for their personal safety or the safety of ~~his~~ their family, friends, and/or property. Specific examples of workplace violence include, but are not limited to, the following:

- Threats of any kind or acts of physical harm directed toward an individual or their family, friends, associates, or property
- Threatening, physically aggressive, or violent behavior, such as intimidation or attempts to instill fear in others
- Destruction of, or threat of destruction of Agency property or another employee's property
- Fighting, challenging another person to fight, or participating in dangerous or threatening horseplay
- Striking, punching, slapping, or assaulting another person
- Grabbing, pinching, or touching another person in an unwanted way whether sexually or otherwise
- Harassing or threatening phone calls or electronic communications
- Surveillance of or stalking another person
- Other behavior that suggests a propensity towards violence, such as belligerent speech, excessive arguing or swearing, sabotage or threats of sabotage of Housing Authority property, or a demonstrated pattern of refusal to follow AHA policies and procedures
- Defacing AHA property or causing physical damage to the facilities
- With the exception of security personnel, bringing weapons or firearms of any kind on Housing Authority premises or while conducting Housing Authority business.

Reporting

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, they should notify any manager or supervisor immediately. The Housing Authority will take appropriate steps to provide security, such as: placing the employee alleged to have engaged in workplace violence on administrative

leave, pending investigation; asking any threatening or potentially violent person to leave the site; or immediately contacting the appropriate law enforcement agency.

Employees are required to report to the Executive Director or designee if any restraining order is in place, or if any potentially violent non-work-related situation exists that could result in violence in the workplace. Employees may be required to obtain a restraining order against a particular individual in the interest of staff safety.

Investigation

All reports of workplace violence will be taken seriously and investigated promptly and thoroughly. In appropriate circumstances, the Housing Authority will inform the reporting individual of the results of the investigation. To the extent possible, AHA will maintain the confidentiality of the reporting employee and of the investigation but may need to disclose results in appropriate circumstances, for example, in order to protect individual safety. AHA will not tolerate retaliation against any employee who reports workplace violence.

Corrective Action and Discipline

If the Housing Authority determines that workplace violence has occurred, the Housing Authority will take appropriate corrective action, including possible discipline of offending employees up to and including termination. The appropriate corrective action will depend on the particular facts but may include oral or written warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, the Housing Authority will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

Under certain circumstances, the Housing Authority may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, the Housing Authority may require that the employee participate in counseling, either voluntarily or as a condition of continued employment.

Employee Assistance Program

Any employee who believes that ~~he or she~~they may have a problem that could lead to violent behavior is encouraged to seek confidential assistance from the Employee Assistance Program (EAP). For information about accessing the EAP, contact Human Resources.

PART TEN: WORK PRACTICES AND ENVIRONMENT

PUNCTUALITY AND ATTENDANCE

All employees are expected to be responsible and demonstrate respect for fellow employees by establishing a record of punctuality and regular attendance. Attendance and punctuality are important to the efficient operation of any business, and are factors considered in evaluating an

employee's overall job performance. Employees are expected to be present and ready to work at their scheduled work time each day and for the duration of their work shift. Non-exempt employees must adhere to their scheduled workday, and any established break and meal periods. Frequent tardiness, excessive absenteeism, or abuse of sick leave will not be tolerated, and will result in disciplinary action.

Employees who are unable to report for work for any reason must notify their immediate supervisor no later than one-half hour after their regularly scheduled start time on the first day and each subsequent day of an unscheduled absence by calling the Absence Reporting Line at 1-510-649-5529. Employees must indicate the type of leave needed (i.e., sick or vacation), and the probable duration of the absence or the planned arrival time at work if tardy. Upon returning to work, employees must promptly and accurately record any absences in the electronic timekeeping system.

An employee is deemed to have resigned from their position if they are absent for three consecutive scheduled work days/shifts without prior authorization and without notification during the period of the absence. The employee will be given written notice, at their address of record, of the circumstances of the job abandonment, and an opportunity to provide an explanation for the employee's unauthorized absence. An employee who promptly responds to the agency's written notice, within the timeframe set forth in the written notice, can arrange for an appointment with the Executive Director or designee before final action is taken, to explain the unauthorized absence and failure of notification. An employee separated for job abandonment will be reinstated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. No employee separated for job abandonment has the right to a post-separation appeal.

LEAVING DURING WORK HOURS

Non-exempt employees who leave the premises during their work time for any reason unrelated to their job must get approval from their supervisors (or designated alternates) for any period of absence prior to leaving work. As a courtesy and to ensure an appropriate level of management coverage, exempt employees who need to leave work unexpectedly are requested to notify their supervisors as well.

TELECOMMUTING

Telecommuting is a work arrangement in which some of the employee's work is performed at home. Telecommuting is a privilege that may be appropriate for some employees and some jobs. It is not an entitlement or an Agency-wide benefit. Performance expectations of an employee are the same regardless of work location.

The Housing Authority may allow exempt staff the option to telecommute on an occasional, informal basis for a limited period of time when the employee's work can reasonably be carried out from home without unduly impacting either the employee's own level of work productivity,

or that of their fellow employees or any subordinates, including providing for an appropriate level of overall management presence in the office. All informal telecommuting arrangements are made on a case-by-case basis at the discretion of the supervisor in consultation with the Director of Human Resources ~~and Operations~~ and are memorialized in writing in advance. Supervisors should know the specific work to be performed and the projected amount of time expected before granting permission for short-term, informal work-at-home arrangements. All employees who telecommute, even on an occasional, informal basis, are responsible for ensuring a safe home workplace and taking appropriate steps to safeguard AHA confidential information. AHA reserves the right to designate only certain exempt positions as eligible for telecommuting.

The Housing Authority may also designate positions approved for telecommuting in response to an emergency or similar occurrence, or on an ongoing basis. Positions authorized to telecommute on a regular basis are designated by the Executive Director, who also has the authority to determine the level of telecommuting that is allowed and when telecommuting is no longer required. Employees that telecommute on other than an infrequent, informal basis, are required to have a telecommuting agreement and safety self-certification checklist on file with Human Resources.

GUESTS AND VISITORS

Employees must discourage frequent or regular visits from family or friends to ensure that the workplace is not unduly interrupted and to maintain a professional atmosphere for both employees and the public. Should it be necessary for a friend or family member to call on an employee during business hours, visits are to be kept to a minimum and visitors are to be directed to areas away from other employees and/or the public so as not to be disruptive. The employee being visited may not perform any work during the visit to ensure work accuracy and client confidentiality.

All visitors are required to sign in upon arrival at the AHA office. Visitors are to remain in the reception area until escorted by the appropriate employee, and must remain in the company of an employee at all times while in the AHA office.

While AHA is sensitive to employees' dependents' needs, it is not appropriate for minor children or other minor visitors of employees to be in the workplace during working hours, except for very brief visits. In those cases where minors are in the workplace, they must be directly supervised by the employee at all times.

In the interest of maintaining the health and well-being of all AHA employees, visitors who are ill should not be brought to the workplace. AHA provides sick leave so that employees may provide care for their sick dependents at home. Employees may contact AHA's Employee Assistance Program for assistance with finding emergency care providers for sick dependents.

Any supervisor is authorized to ask visitors to leave the office should it be deemed necessary.

BREASTFEEDING-FRIENDLY WORKPLACE

The Housing Authority encourages employees and management to have a positive, accepting attitude toward working ~~women~~ parents and breastfeeding. AHA promotes and supports breastfeeding and the expression of breast milk by employees who are breastfeeding their babies.

It shall be the policy of the Housing Authority to provide:

- Information about breastfeeding support prior to an employee's leave for pregnancy disability or related condition, including providing a copy of this policy when an employee inquires about or requests parental leave.
- Reasonable amount of break time to express milk or breastfeed. In the event that an employee requires additional break time, other than the scheduled rest or meal periods, additional unpaid time off will be provided for this purpose. Supervisors are encouraged to consider flexible break times, schedules, or other reasonable accommodation to meet employees' needs.
- A designated room within the AHA office, which shall be furnished with an electrical outlet, comfortable seating, a table, appropriate signage, and be free from intrusion to ensure privacy while the employee is expressing milk.
- Access to a sink with running water and a refrigerator for storing milk.

All other employees should avoid interrupting an employee during an authorized break under this policy, except to announce an emergency or other urgent circumstance.

Employees have the right to request lactation accommodation, and should make their request, preferably in writing, to the Director of Human Resources. A form for making a lactation accommodation request is available from Human Resources. Human Resources will respond to the request, and will provide a written response to the employee and shall notify the employee if AHA cannot provide break time or a compliant location. Employees have the right to file a complaint with the Labor Commissioner for any violation of Labor Code sections 1030, et seq., which governs lactation accommodations.

USE OF FACILITIES AND PROPERTY

Employees are asked to treat Housing Authority property as they would their own. Specifically, employees are to keep their work area and AHA common areas clean and well maintained and limit their use of AHA equipment to work-related purposes. Employees are required to receive written supervisory approval before removing any Housing Authority property from the premises. Employees may decorate their work spaces, as long as such decorations are consistent with AHA policies. Employees must consult with the Director of Human Resources before displaying items in or making any alterations to public spaces or common areas.

TOOLS AND EQUIPMENT

The Housing Authority supplies employees with all tools and equipment necessary to carry out assigned duties. Employees are responsible for the safekeeping of all tools and equipment. Use of agency tools or equipment for other than official Agency business, loss of equipment, or any unusual damage above and beyond normal wear and tear are grounds for disciplinary action. Responsibility for replacement due to normal wear and tear lies with the Housing Authority.

INSPECTION OF TOOL BOXES/DESKS/COMPUTERS/VEHICLES

Tool boxes, desks, computers, agency vehicles, etc., are the property of the Housing Authority and are provided to employees for their use and convenience during work hours. As a result, Housing Authority employees have no expectation of privacy in their use of any Agency equipment or resource. It is understood that the Housing Authority has the right to open and inspect any such tool boxes, desks, computer directories, or vehicles, as well as any contents, effects, or articles that are contained in same at any time, with or without advance notice or the employee's personal consent. This includes, but is not limited to, inspections of emails, history of Internet usage, logs of calls made and received on Agency telephones and Agency-issued cellular phones/smart phones, text messages sent and received on Agency-issued cellular phones/smart phones, and voicemail on Agency telephones and Agency-issued cellular phones/smart phones. Inspections may be conducted before, during or after working hours by the employee's supervisor or a department head when there is a customer service or business or program related need. For situations involving suspected inappropriate conduct, the Executive Director or Director of Human Resources shall designate the individual(s) authorized to carry out the inspection

USE OF MOTOR VEHICLES

Employees must follow the Housing Authority Vehicle Use and Accident Reporting procedures provided as a separate document, and are required to sign an acknowledgement that they have received the information. Assignment of driving responsibilities, in either an agency vehicle or in the employee's own vehicle, is conditional upon receipt of a satisfactory report from the State of California, Department of Motor Vehicles.

Employees who use their own automobiles for travel on authorized AHA business will be reimbursed for mileage at the rate established by the Internal Revenue Service. Employees must have prior supervisory approval for the use of personal vehicles and must have on file in advance of using their personal vehicle, a copy of their driver license and evidence that they obtained at their own expense the minimum insurance coverage for property damage and public liability.

Employees who wish to use an agency vehicle must reserve the vehicle and sign it in and out on the day of use. Use of agency vehicles for personal reasons is strictly prohibited.

EXPENSE REIMBURSEMENT

Reasonable and customary expenses incurred in the performance of one's job or to attend trainings/conferences will be reimbursed. Reimbursement requires prior authorization by the employee's immediate supervisor and/or Department Director or Executive Director, written approval of actual expenses, and completion of a signed expense reimbursement form with all required documentation/receipts attached.

Employees must follow the Housing Authority's Training and Travel and Reimbursement Policy, provided as a separate document, including submitting any expenses no later than 60 days following the date(s) the expenses were incurred. Employees are expected to be prudent with expenses, particularly when traveling.

DRESS GUIDELINES

The Housing Authority's objective in establishing guidelines for work attire is to enable our employees to be comfortable in the workplace, while also projecting a professional and businesslike image in dealing with other employees, volunteers, and the general public. All employees are asked to observe good grooming and personal hygiene habits, and are expected to dress in a manner appropriate for their position in the agency as discussed below. The following guidelines have been developed to provide general parameters for appropriate work attire and to help employees exercise good judgment about similar items that are not specifically addressed.

Basic Guidelines

Regardless of whether it is a regular work day or a designated "casual dress day," clothing must be clean, neat, and fit properly. In all situations, clothing should be comfortable and practical for work, but not distracting or offensive to others. Employees may observe dress and/or grooming practices consistent with their religious beliefs; any employee requiring special clothing accommodations for any reason should advise their supervisor in advance.

Work attire that is inappropriate for the workplace includes clothing that is revealing, tight fitting (such as spandex pants or leggings), tank tops or shorts, mini-skirts/dresses, athletic/exercise wear, see-through clothing, or clothing that shows bare shoulders, back or midriff, or that exposes underwear. Clothing with inappropriate wording or logos, such as offensive images or wording including profanity also may not be worn. Treatments to clothing that are inappropriate for the workplace include clothing that is torn, frayed, ripped, or excessively worn.

Regular Work Days

All employees should wear casual business attire on Mondays through Thursdays, and a clean and neat appearance should be maintained at all times. Casual business attire may include denim skirts or dark-rinse, colored, or trouser-style jeans as long as they are professional in appearance (e.g. full length, not frayed or ripped). Footwear must be in good repair and

appropriate for the work environment and functions performed. When performing office-based work, open-toed shoes and sandals may be worn so long as they are an appropriate style for the workplace. When performing off-site work, sturdy closed-toe shoes must be worn at all times.

Employees should use good judgment about whether or not business casual attire is appropriate on a daily basis. For instance, casual attire is not appropriate for meetings or other work scheduled where formal business attire, such as a suit and tie, pantsuit, or dress/skirt and jacket, is customary and more appropriate.

Casual Dress Days

The Housing Authority observes “casual Fridays” on which clothing more casual than that allowed for Regular Work Days may be worn, including other styles of jeans as long as they are appropriate for the workplace. However, it is important that employees understand that a neat, professional appearance is always necessary, especially when interacting with the public. As such, if you have an appointment or meeting that involves customers or participants other than members of staff, you should follow the Regular Work Day guidelines provided above.

Under special circumstances (e.g., storage clean-up, moving furniture, etc.) more casual attire may be worn on work days other than Fridays upon supervisory approval. In all situations, clothing should be comfortable and practical for work, but not distracting or offensive to others.

Supervisor Responsibility

Supervisors are responsible for interpreting and monitoring dress and grooming standards and have the authority to make decisions regarding what is inappropriate office or field appearance and to determine what action will be taken when guidelines are not being followed. The action taken will be based on the severity of the infraction, and may include counseling employees whose attire is considered inappropriate or sending the employee home to change into appropriate work attire.

MAINTENANCE STAFF UNIFORMS

Employees in certain maintenance positions are permitted to wear jeans or other sturdy work clothing, though a neat appearance is still important. Maintenance workers are required to wear uniform shirts, which are provided and cleaned by the Housing Authority. AHA may also provide other work/weather/safety related gear or equipment such as jackets, hats, foul weather gear, and gloves to employees who work outdoors. Employees are responsible for the safekeeping of all items they are furnished, must wear AHA-provided attire, and may not substitute personal items for AHA-provided items when on the job site. Damaged or worn gear must be submitted to the Department Head for replacement.

SCENT FREE WORKPLACE

Scents are prohibited in the workplace. Some employees and members of the public suffer from unpleasant and, in acute cases, life-threatening physical effects from scented products. Personal fragrant products (e.g., fragrances, colognes, lotions, powders and other similar products) that are perceptible to others should not be worn by employees. Other fragrant products (e.g., scented candles, potpourri and similar items) and plants are also not permitted in the workplace.

Employees required by medical necessity to use medicinal lotions or skin creams that contain perceptible odors must request a reasonable accommodation from their supervisor or Human Resources.

Employees with other allergies or substance sensitivities are encouraged to make their needs known to the Director of Human Resources so that appropriate steps may be taken to limit any health risk to the employee.

PARKING

The Housing Authority shall attempt to provide employees with free parking at the AHA office. However, parking spaces are limited and so may be assigned or allocated on a first-come first-served basis at the time of employment by Human Resources. In the event that adequate spaces are not available for all employees, Human Resources will establish a formal parking policy, that takes into account reasonable accommodations, business needs, and where possible employee preference. Additional information about parking procedures may be obtained from Human Resources.

Employees who wish to park their vehicle on AHA property must have a valid license on file and provide a current insurance certificate annually to on file with Human Resources.

SOLICITATIONS

It is a Housing Authority policy to prevent work disruptions and protect employees from harassment related to solicitations. During working time, employees are prohibited from soliciting or distributing literature or other materials to another employee, nor may employees use AHA's electronic communication systems or display such materials in the public areas of the office, such as the lobby, at any time to do the same. Working time includes the working time of both the employee doing the soliciting or distributing and the employee to whom the soliciting/distributing is being directed. Working time does not include break periods, meal periods, or any other specified periods during the workday when employees are not engaged in performing their work.

Persons who are not employed by the Housing Authority shall not distribute literature or other materials or solicit employees or visitors verbally, electronically or by other means on Housing Authority property at any time or for any purpose without approval of the Executive Director.

REFERENCES

The Executive Director (or designee) and the Director of Human Resources are the only individuals authorized to provide information of any kind regarding current or former employees, volunteers, or vendors.

Generally, only hire and termination dates and job titles are provided in response to a reference or verification of employment request. Except as provided by this policy, all employee information is considered confidential.

PART ELEVEN: INFORMATION AND COMMUNICATION

TECHNOLOGY, VOICE MAIL AND ELECTRONIC MAIL

Housing Authority employees are permitted to use AHA's voice mail, electronic mail, computers, software, temporary or permanent files, networking sites and internet access (collectively "Technology Systems") to perform their work and communicate with others for business purposes. Computers and Internet access, telephones and cell phones, and other forms of information technology are provided to employees based upon business needs. The e-mail system is to be used for AHA or work-related email only, and not for personal purposes. Employees must utilize their official Housing Authority email address for all Housing Authority communications sent via email. Employees are prohibited from using their private email address (i.e., Gmail, Yahoo!, Hotmail/MSN, etc.) for Housing Authority business. In no event should Housing Authority's Technology Systems be used to send jokes, comments or information to others that may be perceived as discriminatory, harassing, offensive, disruptive, or otherwise in violation of any AHA policy. Any technology provided by the Housing Authority may not be used to send material that disparages an individual, company, or business entity, or to disclose personal information without authorization.

Employees may not install, copy, stream, or download software onto AHA computers unless authorized to do so by the Director of Administrative Services or the Director of Human Resources ~~and Operations~~. Employees also are prohibited from downloading any personal files onto work computers, as this may result in reduced capacity, slower computer speed for all employees, and maintenance and support issues. In addition, it places the employee's computer and the entire AHA network at risk for viruses, compromised network security, and other problems.

Non-exempt employees are prohibited from accessing any AHA Technology Systems, including email, from outside the office or during non-work hours, unless otherwise approved by the Executive Director or designee.

Employees do not have any right of privacy in any Housing Authority Technology Systems, including email sent to or received by AHA computers or transmitted via AHA's servers and networks. The Housing Authority may monitor and/or search the contents of all voice mail, computer files, and electronic communications (including email) to promote the administration

of AHA's operations and policies or for any other business reason. By these provisions AHA employees should not have an expectation of privacy when utilizing AHA technology.

Use of personal technology devices during work time is discouraged. Further, no employee may use unauthorized personal devices, software, or other technology in conjunction with Housing Authority property or Technology Systems.

All employees are provided training on and required to sign an acknowledgment that they have reviewed and understand AHA's Information Technology Policy at the time of hire and periodically during the course of employment.

USE OF AGENCY-ISSUED CELL PHONES

All Housing Authority cell phones are provided as a tool to conduct Agency-related business. Agency cell phones are issued on an as-needed basis with the approval of the Executive Director. All Housing Authority employees shall use such devices in a responsible, appropriate, and safe manner. All employees assigned communications equipment shall assume the responsibility to use the equipment in accordance with the provisions of this policy and the Housing Authority's Information Technology Policy.

- Employees are prohibited from installing any third party equipment or applications to Agency cell phones unless approved by the employee's supervisor in writing.
- Employees have no expectation of privacy as to data residing in telecommunications devices and /or voice mail. The Housing Authority may inspect that data at any time and without notice, as permitted by state and federal law.
- Employees shall protect Housing Authority cell phones from loss or damage. An employee assigned an Agency phone is responsible for its good care and will be required to reimburse the Agency's cost for any damage, or lost cell phones due to negligence. If a device is damaged, fails to work properly, or is stolen or lost, the employee shall immediately notify the Executive Director.
- Agency cell phones should only be used by employees in the performance of their official duties. Personal use of Housing Authority cell phones is strictly prohibited and will result in disciplinary action and reimbursement of charges for personal use.

USE OF PERSONAL CELL PHONES

The Housing Authority recognizes the need for employees to be able to be contacted in the event of an emergency or other urgent situation. Employees are expected to observe the following guidelines, however, to avoid unnecessary disruption in the workplace and maintain productivity:

- Cell phones shall be turned off or set to silent or vibrate mode during meetings, conferences and in other locations where incoming calls may disrupt normal workflow.
- Employees may carry and use personal cell phones while at work on a sporadic basis. If employee use of a personal cell phone causes disruptions or loss in productivity, the employee may become subject to disciplinary action. Department heads reserve the right to request that the employee provide cell phone bills and usage reports for calls made during the working hours of that employee to determine if use is excessive.

- Employees are prohibited from making or receiving calls on a cell phone while driving within the course and scope of employment, unless the employee has a hands-free device, and texting or emailing while driving is prohibited at all times. Please see the Vehicle Use and Accident Reporting procedure for more information.

SOCIAL MEDIA

The Housing Authority respects the right of employees to use social media for self-publishing and self-expression during personal time on their own devices. To assist employees in making responsible decisions about their use of social media as it relates to their employment, the Housing Authority has established the following guidelines for appropriate use of social media. Housing Authority employees may not:

- Use AHA-owned equipment or software to conduct personal blogging or social network activities
- Use their Housing Authority email address to register on social networks, blogs, or other online tools utilized for personal/social purposes unless authorized by the Executive Director
- Post photographs of other employees, clients/customers, or vendors on personal posts
- Link from a personal blog, social network, or website to the Housing Authority's website without identifying yourself as a Housing Authority employee
- Provide any references or statements of endorsement for other AHA employees on social media sites; any references provided must be done in accordance with the Housing Authority's References policy contained in this Handbook

On personal social media sites, each employee should express only personal opinions, and must never represent themselves as a spokesperson for the Housing Authority. If AHA is a subject of content the employee is creating, the employee must be clear and open about the fact that they are an employee of AHA; it must be made clear that these views do not represent those of AHA and the employee is not speaking on behalf of AHA. If the employee intends to post content regarding AHA, it is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of The Housing Authority of the City of Alameda."

Employees should understand that they are personally responsible for their commentary on blogs and social networks and can be held personally liable for commentary that is slanderous, obscene, defamatory or libelous by any offended party. Further, employees must comply with the agency's Confidentiality policy when using social media. Employees should remember that colleagues, supervisors, and agency partners often have access to the online content that is posted. Inappropriate postings that may include discriminatory remarks, harassment, threats of violence, or similar inappropriate or unlawful conduct will not be tolerated. Any conduct on social media that adversely affects an employee's job performance, the performance of fellow employees, or otherwise adversely affects staff, volunteers, contractors, vendors, or any other people who work on behalf of or receive services from the Housing Authority is not permitted. Please refer to the ethics section of the AHA Information Technology Policy for additional details.

EMPLOYEE INFORMATION

It is important that personnel files contain up-to-date information regarding each employee. Employees should inform Human Resources immediately whenever there are changes in their personal data (such as address, telephone number, marital status, domestic partnership, number of dependents, and the person to notify in case of emergency), that may affect their pay, benefits, or communications with the Housing Authority.

Additionally, AHA maintains an emergency communications system to enable information to be sent to employees outside of work hours. Employees may opt into this system to include receipt of text messages from AHA on their personal cell phones.

PERSONNEL FILES

Employees have the right to inspect their personnel records relating to their performance or to any grievance concerning them during regular office hours, upon written request to the Director of Human Resources ~~and Operations~~. An inspection request form is available from Human Resources and on AHA shared drives that employees may use to make their request. Records will be made available for inspection within 30 days of receipt of the written request. An appointment to inspect the file may be made with the Director of Human Resources ~~and Operations~~, who will accompany the employee or their representative while they inspect the file. Employees may obtain copies, at their own cost, of any document in their personnel file to the extent required by law. Personnel records are the property of the Housing Authority and are not allowed to be taken from the office of the Director of Human Resources ~~and Operations~~ without prior written authorization. No person inspecting a personnel file is permitted to add or remove any document or other item to/from the personnel file.

Prior to making a copy of any personnel records or allowing inspection, the Housing Authority may redact the names of nonsupervisory employees. Under no circumstances will the Housing Authority provide access or copying of the following categories of personnel file documents: records relating to the investigation of a possible criminal offense; letters of reference; and ratings, reports, or records that were obtained prior to employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.

The Housing Authority will furnish the employee with one copy of all performance reviews and written reprimands or warnings prior to placement of such documents into the employee's personnel file. Employees are encouraged to retain these documents for their records. The employee may be required to acknowledge the receipt of any document entered into their personnel file.

INTERNAL COMMUNICATION

Bulletin boards, mailboxes, meetings, and office e-mail are used to communicate important information to employees on a regular basis. Each employee is responsible for reading posted or distributed information on a timely basis.

MEDIA RELATIONS

Employees should not respond to any inquiries or requests received from a newspaper, radio or television station, or any other type of media for comments or statements on behalf of the Housing Authority. Instead, employees should refer such requests to the Executive Director. The Executive Director will respond directly or provide written authorization to another staff member to serve as AHA spokesperson.

PART TWELVE: STANDARDS OF CONDUCT

DISCRIMINATION AND HARASSMENT

The Housing Authority does not tolerate discrimination or harassment in the workplace or in a work-related situation based on an individual's race, color, religion (including religious dress and grooming), sex (including gender, gender identity, gender expression ~~transgender~~, as well as pregnancy, childbirth, breastfeeding, or related medical conditions), national origin or ancestry, citizenship, age, marital status, registered domestic partner status, physical or mental disability, medical condition, sexual orientation ~~(including homosexuality, bisexuality or heterosexuality)~~, genetic information, military or veteran status, having taken a protected leave, or any other basis protected by law, or based on ~~a perception that the individual has any of these characteristics or based on~~ a perception that the individual has any of these characteristics, or that the person is associated with a person who has, or is perceived to have, any of those characteristics. **All such discrimination or harassment is prohibited and is a violation of the Housing Authority's workplace conduct rules.** Conduct need not arise to the level of a violation of state or federal law to violate this Policy. Instead, a single act can violate this Policy and provide grounds for discipline up to termination or other appropriate sanctions.

This policy covers the conduct of all Housing Authority employees, volunteers, and unpaid interns as well as conduct of persons with whom the Agency contracts to do business, such as independent contractors, suppliers, or vendors when the conduct is directed at, or involves, an Agency employee, volunteer, or contractor. Under certain circumstances, harassment can also include conduct taken by those who are not employees, volunteers or contractors, such as elected officials, members of the Board of Commissioners, appointed officials, or even members of the public.

Harassment can take many different forms and may include, but is not limited to:

- Verbal conduct such as epithets, derogatory or degrading comments, slurs, or unwanted comments and jokes made on the basis of a protected classification. This includes

inappropriate comments about appearance, dress, physical features, gender identification, or race, ethnic or sexually-oriented stories and jokes.

- Visual conduct such as derogatory posters, cartoons, drawings, emails or gestures related to a protected classification. This includes pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts.
- Physical conduct such as blocking normal movement, restraining, touching, or otherwise physically interfering with the work of another individual.
- Demanding or threatening that an employee's job, advancement, compensation, assignment, or other benefit is dependent upon submission to sexual demands, performing or submitting to actions of a sexual nature, or toleration of harassment.
- Retaliation by any of the above means for having reported harassment or discrimination, or having assisted another employee to report harassment or discrimination.

Sexual harassment under this policy includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

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

Internal Complaint Procedure

Anyone who believes they have been discriminated against or harassed in connection with their employment, services, or volunteer capacity at AHA, or has observed or is aware of such discrimination or harassment, or who believes they have been subject to retaliation, should immediately notify any of the following individuals:

- Any supervisor or manager, or the other exempt personnel assigned to HR,
- The Director of Human Resources ~~and Operations~~, or any other member of Housing Authority Management, or
- The Executive Director or designee.
- If a complaint is about the Executive Director, the Chair of the Board of Commissioners should be notified. The email address is: boardchair@alamedahsg.org.

There is no need to follow the chain of command. Any supervisor or manager who receives a complaint should notify the Executive Director immediately, or the Director of Human Resources ~~and Operations~~ in the Executive Director's absence. Complaints may be made verbally or in writing.

A prompt and, to the extent possible, discreet investigation will be conducted, and appropriate corrective action commensurate with the severity of the offense will be taken for any conduct deemed to violate this policy or otherwise to be inappropriate. The Housing Authority also will

take reasonable steps to protect the complainant from further harassment, discrimination or retaliation, and take reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.

Option to Report to Outside Administrative Agencies

Both the state and federal governments have agencies whose purpose is to address unlawful harassment, discrimination and retaliation in the workplace. An individual has the option to report harassment, discrimination and retaliation to these agencies, both of whom offer legal remedies and a complaint process.

- For the State of California, the agency is called the Department of Fair Employment and Housing ("DFEH"). The local address and telephone number for the DFEH is: 39141 Civic Center Drive, Suite 250, Fremont, CA 94538, Phone: (510) 789-1085. For the federal government, the agency is called the Equal Employment Opportunity Commission ("EEOC"). The local address and telephone number for the EEOC is 1301 Clay Street, Suite 1170-N, Oakland, CA 94612-5217, Phone: (800) 669-4000.

Other Reporting Option

The Housing Authority may provide an additional option for third party reporting of harassment, discrimination, and other workplace wrong doing, such as theft or fraud. AHA currently provides employees with access to an Employee Protection Line, which provides for 24/7 reporting which may be done anonymously. Employees may call 1-800-576-5262 or go to www.employeeprotectionline.com to make a report. AHA's code number is 10311.

Retaliation is Prohibited

Adverse conduct taken against any individual for complaining of, reporting, or participating in any investigation of a complaint of harassment or discrimination is strictly prohibited. "Adverse conduct" includes but is not limited to: disciplinary action, counseling, taking sides because an individual has reported harassment or discrimination, spreading rumors about a complainant, shunning and avoiding an individual who reports harassment or discrimination, or making real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination. Individuals are protected by law and by Housing Authority policy from retaliation for opposing unlawful discriminatory practices, for filing an internal complaint under this policy or for filing a complaint with the DFEH or EEOC, or for otherwise participating in any proceedings conducted by the Housing Authority under this policy and/or by either of these agencies.

Each department head shall endeavor to provide a work environment that is free from harassment and discrimination. Anyone who is found by the Housing Authority to have violated this policy, or whose conduct is found otherwise to be inappropriate, will be subject to appropriate corrective action, up to and including immediate termination of employment.

WORKPLACE CONDUCT

The Housing Authority is committed to promoting the highest standards of personal and professional conduct, and requires of its employees cooperation, efficiency, productivity, and

compliance with its policies and procedures. While it is not possible to provide an exhaustive list of the types of conduct that are impermissible, examples of conduct that may result in disciplinary action, up to and including immediate termination, include, but are not limited to, any of the following:

- Ongoing substandard job performance
- Excessive tardiness or absenteeism, unauthorized absenteeism, or failure to observe work schedules
- Rudeness or discourtesy toward a fellow employee, supervisor, volunteer, tenant, or member of the general public
- Dishonesty, making any false representation or statement, or making any omission of a material fact
- Falsification of one's own or another employee's time card
- Working overtime without authorization or refusing to work assigned overtime, except under extenuating circumstances
- Fighting, roughhousing, violent or threatening language or gestures, or conduct that is abusive, hostile, discourteous, offensive or disrespectful (such as slandering or ridiculing others, making false accusations, humiliating others in public, shunning/ostracizing others, or the sabotage or undermining of a person's work performance), or other conduct of a bullying nature
- Possessing a weapon or firearm on Housing Authority property
- Theft, deliberate damaging, or unauthorized use of Housing Authority property or the property of another employee or tenant; or unauthorized use of Housing Authority time or property for personal gain
- Failing to follow established safety or security procedures; knowingly creating an unsafe work situation for oneself or any coworker; or failing to report an on-the-job injury
- Refusing to perform a work-related duty when directly instructed to do so by a supervisor or member of management
- Refusing to cooperate with the investigation of a work-related matter
- Conviction, meaning any judicial determination of guilt, of a crime that has a nexus to the employee's job duties
- Unapproved outside employment or activity, or other enterprise that constitutes a conflict of interest with service to the Housing Authority
- Violation of the Housing Authority's discrimination and harassment, drug & alcohol free workplace, conflict of interest, or confidentiality policies
- Any conduct that impairs, disrupts or causes discredit to the Housing Authority, to the public service, or other employees
- Violation of any other Housing Authority policy, rule or regulation.

OPEN DOOR POLICY

The Housing Authority has an open door policy that encourages employee participation in decisions that will affect them and their daily professional responsibilities. Employees who have a difference of opinion, misunderstanding or conflict with another AHA employee are encouraged to address the situation directly with the employee(s) involved. This policy also encourages employees who have job-related problems or complaints to talk them over with their supervisor or a manager at any level of management who they feel can help them. The Housing Authority believes that employee concerns are best addressed through informal and open communication.

To the extent possible, AHA will maintain confidentiality in addressing and resolving concerns brought to its attention. However, in the course of investigating and resolving concerns, some dissemination of information to others on a need-to-know basis may be necessary.

No employee will be retaliated against for raising a concern in good faith.

DISCIPLINE, TERMINATION, AND GRIEVANCE PROCEDURE

Discipline and Termination

It is mandatory that all employees observe AHA's Workplace Conduct policy and perform to the best of their abilities at all times. Disciplinary action will be taken when the employee's conduct or performance does not meet expectations for their position, adversely affects the work of their department, or violates Housing Authority policy. The following constitutes the Housing Authority's policy regarding disciplinary actions:

1. Policy Coverage

The following categories of persons can be terminated at-will and have no rights to any of the pre- or post-disciplinary processes or procedures in this policy: (a) temporary employees, (b) provisional or seasonal employees, (c) probationary employees, (d) any person who serves pursuant to a written employment contract, and (e) any person who is designated "at-will" in any Housing Authority policy, document, acknowledgement, resolution or ordinance. While individuals in these categories do not have rights to pre- or post-discipline processes, AHA may nonetheless employ disciplinary steps in an effort to address and resolve performance issues or conduct that would not be cause for immediate termination.

2. Causes for Discipline

Regular full-time employees and part-time employees may be counseled, warned, suspended, demoted, discharged or incur a reduction in pay for performance or conduct issues including, but not limited to, behavior that violates AHA's Workplace Conduct Policy, described in the previous section.

3. Administrative Leave

A department director may place an employee on an administrative leave with pay pending a potential disciplinary action. Administrative leave with pay is authorized: (a)

when the department director believes that the employee's continued presence at the work site could have detrimental consequences for Housing Authority operations, including situations where the employee appears to be a danger either to themselves or to others; or (b) pending investigation into charges of misconduct. If the charges against the employee are substantiated by the investigation, appropriate disciplinary action may be taken in accordance with these procedures.

4. Types of Discipline

Generally, the Housing Authority will practice progressive discipline, which includes counseling, oral warnings, written warnings, suspension, demotion or pay reduction, and termination. By using progressive discipline, we hope that most employee performance problems can be corrected at an early stage. Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary; AHA may advance to whatever disciplinary step it concludes is appropriate for the circumstances, and any, all, or none of the following disciplinary steps may be invoked. Supervisors are required to consult with the Director of Human Resources ~~and Operations~~ prior to the issuance of any discipline, with the exception of employee counseling and oral warnings.

The types of personnel actions and/or discipline are:

a. Counseling

The supervisor counsels the employee, generally following a minor offense in an effort to eliminate possible misunderstandings and to identify what constitutes acceptable conduct or performance. A memo documenting the counseling will be prepared by the supervisor and retained in the supervisor's file. Counseling may not be appealed by the employee.

b. Oral Warning

The supervisor issues an oral warning to an employee when poor performance or misconduct warrants a disciplinary action more severe than supervisory counseling. An oral warning will be memorialized in writing and retained in the supervisor's file. An oral warning may not be appealed by the employee.

c. Written Warning

A supervisor may discipline an employee by furnishing them with a written statement of the specific reasons for reprimand and a notice of the corrective action required. A written warning is designed to make sure that the employee is aware of the misconduct or performance problem, including the degree of seriousness, and the consequences if the problem is not corrected. Written warnings are signed by the employee to acknowledge receipt, and a copy of the warning will be retained in the employee's personnel file. The employee has the right to have a written response attached to the warning in their personnel file if the response is submitted to the Human Resources

Department within 10 working days of the date the warning was received. Written warnings may not be appealed by the employee.

d. Suspension

A department director may suspend an employee from their position without pay for cause, generally for serious or ongoing offenses. Unless the employee poses an imminent danger to themselves or others, the department director must secure approval for the suspension from the Executive Director or the Director of Human Resources ~~and Operations~~ prior to imposing the suspension. Documents related to a suspension shall become part of the employee's personnel file when the discipline is final. An employee subject to suspension will receive prior written notice and appeal rights as described below.

e. Demotion

A department director may demote an employee from their position for cause, generally for serious or ongoing offenses. The Executive Director or Director of Human Resources ~~and Operations~~ must approve the demotion prior to imposition unless the employee poses an imminent threat to themselves or others. Documents related to a demotion shall become part of the employee's personnel file when the discipline is final. An employee subject to demotion will be entitled to prior written notice and appeal rights as described below.

f. Reduction in Pay

A department director may reduce an employee's pay for cause, generally for serious or ongoing offenses. The Executive Director or Director of Human Resources ~~and Operations~~ must approve the reduction in pay prior to imposition unless the employee poses an imminent threat to themselves or others. A reduction in pay for disciplinary purposes may take one of two forms: (1) a decrease in salary to a lower step within the salary range, or (2) a decrease in salary paid to an employee for a fixed period of time. Documents related to a reduction in pay shall become part of the employee's personnel file when the discipline becomes final. An employee subject to a reduction in pay is entitled to prior written notice and appeal rights as described below.

g. Discharge

A department director may discharge an employee from their position for cause. The Executive Director or Director of Human Resources ~~and Operations~~ must approve the discharge prior to imposition unless the employee poses an imminent threat to themselves or others. Termination can result from a single serious offense that violates AHA policy, such as, but not limited to, theft, fighting, or other acts of violence at work, or it can be the final step in a process designed to correct offenses or performance deficiencies.

Documents related to discharge shall become a part of an employee's personnel file when the discipline becomes final. A discharged employee is entitled to prior written notice and appeal rights as described below.

5. Skelly Process – Pre-Disciplinary Procedure for Suspension, Demotion, Reduction in Pay, or Discharge

Only regular, for-cause employees have the right to the conference and appeal processes outlined in this Section.

a. Notice of Intent to Discipline

The employee will be provided a written notice of intent to discipline in the event of a proposed suspension, demotion, reduction in pay or discharge. Such notice will contain:

- i. The level of discipline intended to be imposed;
- ii. The specific charges upon which the intended discipline is based;
- iii. A summary of the facts upon which the charges are based;
- iv. A copy of all written materials, reports, or documents upon which the intended discipline is based;
- v. Notice of the employee's right to respond to the department director regarding the charges within 5 calendar days from the date of the Notice, either by requesting a conference, or by providing a written response, or both;
- vi. Notice of the employee's right to have a representative of ~~his or her~~ their choice at the conference, should ~~he or she~~ they choose to respond orally; and
- vii. Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.

b. Employee's Response and the Skelly Conference

- i. If the employee requests a conference to respond orally to the charge(s), the conference must be scheduled at least seven calendar days after the date of the Notice. The conference will be an informal meeting with the department director, at which the employee has an opportunity to rebut the charges against ~~him or her~~ them and present any mitigating circumstances. The department director will consider the employee's presentation before determining any final disciplinary action. The Executive Director (or, in the Executive Director's absence, the Director of Human Resources ~~and Operations~~) may designate, in ~~his or her~~ their sole discretion, an independent hearing officer to conduct the Skelly Conference.
- ii. The employee's failure to make an oral response at the arranged conference time, or the employee's failure to deliver their written response by the date and time specified in the notice, constitutes a waiver of the employee's right to respond prior to the imposition of the discipline. In that case, the proposed disciplinary action will be imposed on the date specified.

c. Final Notice of Discipline

Within five calendar days of receipt of the employee's timely written response or within five calendar days of the informal conference, the department director will either (1) dismiss the notice of intent and take no disciplinary action against the employee, (2) modify the intended disciplinary action, or (3) impose the intended disciplinary action. In any event, the department director will prepare and provide the employee with a notice that contains the following:

- i. The level of discipline, if any, to be imposed and the effective date of the discipline;
- ii. The specific charges upon which the discipline is based;
- iii. A summary of the facts upon which the charges are based;
- iv. A copy of all written materials, reports, or documents upon which the discipline is based; and
- v. A statement of the nature of the employee's right to appeal.

6. Evidentiary Appeal Pursuant to Grievance Procedure

A regular, for-cause employee may appeal a final notice of discipline in the form of suspension, demotion, reduction in pay, or termination by delivering a request for appeal to the Executive Director, pursuant to the Grievance Procedure For Evidentiary Appeal of Discipline, below.

Grievance Procedure

The Housing Authority has established the following grievance procedure that is available to all regular employees who have completed the probationary period.

The Housing Authority wishes to provide each employee fair and impartial treatment. Employees can use this procedure to address any disciplinary action or any claim of unfair treatment relating to their wages, hours or working conditions. Oral and written warnings are not subject to appeal. Failure by the grievant to comply with any of the time limits in this grievance procedure shall constitute an automatic waiver and/or withdrawal of the grievance. Failure by the Housing Authority to comply with any of the time limits in this grievance procedure shall entitle the employee to move their grievance to the next available step of this grievance procedure.

1. Procedure for Evidentiary Appeal of Discipline

This subsection 1 applies to appeals of final notices of discipline only. A regular, for-cause employee may appeal a final notice of discipline in the form of suspension, demotion, reduction in pay, or termination by filing a written request for an appeal, which must be received by the Executive Director no later than seven calendar days from the date of the notice of final discipline.

The Executive Director will conduct an evidentiary hearing and issue written findings and a decision. The Executive Director may designate, in ~~his or her~~their sole discretion, an independent hearing officer to conduct the evidentiary hearing and render a written recommended decision. If the Executive Director conducts the hearing, ~~his or her~~their

written decision shall be final administrative action. There is no process for reconsideration.

If the Executive Director was not the appeal hearing officer, ~~she or she~~they shall review the findings and recommendations of the designee who served as appeal hearing officer and may then affirm, revoke, or modify the findings, recommendations, or disciplinary action taken. The decision of the Executive Director is the final administrative action. There is no process for reconsideration.

The Housing Authority will mail a copy of the final written findings and decision, along with a proof of service of mailing that confirms that each of the parties and each of the parties' representatives were mailed the final written findings and decision. This includes mailing a copy directly to the employee. It shall be the responsibility of the employee to inform AHA of their address. Pursuant to Code of Civil Procedure section 1094.6, the parties have 90 days from the date of the proof of service of mailing of the written findings and decision to appeal the decision to the Superior Court in and for the County of Alameda.

2. Procedure to Grieve Non-Disciplinary Matters

The following procedure applies to all grievances, other than appeals of final notices of discipline.

a. Informal Step

Before filing a formal written grievance, no more than seven calendar days following the act or omission giving rise to the grievance, or no later than seven calendar days following the date upon which the employee reasonably should have known of the act or omission, the grievant shall attempt to resolve the grievance through an informal conference with the grievant's immediate supervisor. The supervisor shall respond to the employee's concerns within seven calendar days following the informal conference.

b. Step 1

If the matter is not resolved at the informal step, no later than seven calendar days following the supervisor's response at the informal step, the grievant must present the grievance in writing to the immediate supervisor. The written grievance shall contain a clear, concise statement of the grievance, the specific provision(s) of the policy allegedly involved, and the specific remedy sought. The immediate supervisor shall communicate a written decision to the employee within seven calendar days after receiving the grievance.

c. Step 2

In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision to the department director or their designee within seven calendar

days. The department director or their designee shall communicate a decision within seven calendar days after receiving the appeal.

d. Step 3

In the event the grievant is not satisfied with the decision at Step 2, the grievant may appeal the decision to the Executive Director within seven calendar days. If necessary for due process considerations, the Executive Director may forward written appeals of discipline to an independent appeal officer, for review and consideration. Failure to meet this time limit by the grievant shall constitute an automatic waiver and withdrawal of the grievance. The Executive Director or designee shall communicate a decision within seven calendar days after receiving the appeal. The decision of the Executive Director is final. No decision or action may deny the legal right of any employee to seek recourse as may be allowed by law.

If the Executive Director, or the designated representative, determines that it is appropriate to do so, a grievance may be returned to a prior level for reconsideration.

3. Additional Provisions

Employees are encouraged to utilize this procedure without fear of reprisal. No employee will be discriminated or retaliated against because the employee has elected to use this procedure.

If an employee fails to initiate a grievance or request a review of any decision to the appropriate step within the time limits established in this policy, the grievance shall not be subject to further review.

This policy does not apply to claims involving alleged sexual or other forms of unlawful harassment or discrimination. Such claims must be made pursuant to the Agency's Discrimination and Harassment policy.

PART THIRTEEN: ENDING EMPLOYMENT

VOLUNTARY TERMINATION OF EMPLOYMENT

Employees who find it necessary to resign are requested to give advance notice in writing to their supervisor specifying the last day at work; this date will be considered the effective date of resignation. Full-time and regular part-time employees are expected to give at least two weeks' advance notice of the effective date of resignation. This will be no less than 10 full AHA business days. Once an employee has provided written notice of resignation, they will not be permitted to work remotely, unless they receive permission to do so in writing from the Executive Director. If AHA asks an employee who has voluntarily resigned to leave AHA employment before the end of the notice period (e.g., if a replacement is to begin immediately or services are not needed during the notice period), AHA may elect, but is not required, to pay the employee for the entire notice period, up to a maximum of two weeks.

Employees who do not provide the requested notice will be considered ineligible for rehire and the date of resignation will be the last day of actual work. In the event of a notice period of less than two weeks, the Executive Director (or designee) reserves the right to waive the provision that the date of resignation be the last day of actual work and may retain the employee through the entire notice period as business needs or conditions require. AHA reserves the right to end the employees notice period early. The employee will be compensated through the last day of work specified in their written notice of resignation.

A resignation becomes final when the Executive Director or Director of Human Resources ~~and Operations~~ accepts the resignation in writing. Once a resignation has been accepted, it is final and irrevocable. A resignation can be accepted by the Executive Director or Director of Human Resources ~~and Operations~~ even if it is submitted less than two weeks prior to the planned resignation date.

SEPARATION DUE TO INCAPACITATION

Separation due to incapacitation may be considered if reliable medical evidence indicates that an employee is substantially unable to perform their usual duties for the Housing Authority. When appropriate, the Housing Authority may apply for a disability retirement on behalf of the employee. All applicable procedural due process requirements will be followed by the Housing Authority in processing a separation under this section.

PAYROLL AND THE RETURN OF HOUSING AUTHORITY PROPERTY

All employees separating from AHA will receive their final paycheck at the next regularly scheduled payroll date. Employees are required to turn over all keys, access cards, parking lot remotes, agency credit cards, passwords, documents, and any other AHA-furnished uniforms, tools and equipment to the Director of Human Resources ~~and Operations~~ before leaving on their last day of work. Employees must also remove all personal belongings from their workspace on or before their last day of work; employees will not be allowed to re-enter the office for this purpose after their last day of work without prior authorization from the department director. In the event that an employee is not able to retrieve their own belongings prior to the absence, resignation or termination date, AHA reserves the right to do so as well as to determine the manner in which personal belongings are returned to the employee.

REDUCTION IN FORCE

Layoffs

While the Housing Authority will endeavor to avoid layoffs, it may initiate a layoff (aka reduction in force) if it determines that such action is warranted based on economic circumstances, operational reasons or other factors that it deems important to Housing Authority operations, (e.g., significant changes in HUD regulations or requirements, loss of a grant or contract, or a change in business model). AHA reserves the right to determine when and whether it is necessary to implement a reduction in force (RIF), which employees would be

affected, and the method of implementation. Generally, AHA shall give primary consideration to the needs, circumstances, and operational needs of AHA. The following terms and conditions are guidelines which AHA anticipates it will apply in the event of a RIF. Since AHA cannot foresee the future circumstances that may impact AHA funding and programs, it reserves the right to change the below terms and conditions at any time, at its sole discretion.

To reduce the potential need to eliminate position(s), the Housing Authority may take any or all of the following actions:

- Employees may be hired for temporary or fixed term positions, with the duration of the position dependent on the availability of funding. Employees hired for temporary positions are not eligible for separation or severance pay under this policy.
- The Housing Authority may reduce positions through attrition rather than lay-off, as long as a workforce can be maintained that supports the program and operational needs at the time.
- The Housing Authority may require all or a portion of employees to opt for the flex work week for a definite or indefinite period of time.
- The Housing Authority may require all or a portion of employees to go on furlough (i.e., work fewer hours per week or take a specified period of time off work without pay).
- The Housing Authority may reduce a position(s) from full-time to part-time dependent on program needs and availability of funding.

Should the need arise to eliminate positions, AHA shall determine if the RIF will occur on an agency-wide basis, or in one or more departments and /or classifications. Once AHA determines there is a need for layoffs and determines in which areas of the agency they will occur, layoffs will generally be made in the following order:

1. Temporary employees
2. Part-time employees
3. Full-time employees in their initial probationary period
4. Regular, full-time employees

Layoffs of regular, full-time employees will be based on seniority within a job title, except as otherwise provided. Seniority is defined as the length of continuous paid employment with the Housing Authority (and City of Alameda), calculated from the date of original hire, including the probationary period as a full-time employee. Time spent in leave without pay status is excluded, except as required by law.

So long as employees are in good standing, layoffs of employees will be based on seniority with the least senior employee being the first to be laid off. The Executive Director, may, however, elect a different order of layoff if:

- It can be demonstrated that an employee who would otherwise be subject to layoff possesses special skills, training, or abilities that are required by the Housing Authority; or
- A more senior employee's past job performance or disciplinary record justifies an alternative order for layoffs. Under this policy, an employee would be considered not

to be in good standing if the employee: 1) received an overall rating of less than “meets expectations” on the most recent performance review conducted, 2) one or more written warnings were given to the employee in the 12 month period preceding the layoff, and/or 3) the employee has been on a Performance Improvement Plan and has not shown satisfactory improvement, even if the PIP is not concluded at the time of layoff. Additionally, a record of any discipline for serious misconduct for reasons other than performance would be justification for an alternate order of layoff, even if the conduct did not result in termination at the time of the event.

An employee subject to layoff may be allowed, in lieu of layoff, to demote to a lower paying classification previously held by the employee, if such position is vacant; employees have no right to “bump” another employee from such a position. The Executive Director has the discretion to make an exception to “bumping” for titles of non-exempt positions which include multiple levels, currently Housing Specialist and Maintenance Technician positions. Should an employee accept a position at a lower salary and level of responsibility, such employee will be required to reapply for any higher level positions that become available in the future.

Employees who are laid off, with the exception of temporary employees, will be provided either a minimum of two weeks advance notice of the layoff or in-lieu-of-notice pay equal to two weeks’ straight-time wages.

Insurance benefits, and continuation of such benefits, are subject to the same terms and conditions as any terminating employee.

Pre-Layoff Review

An employee who has been noticed for layoff, and who has any questions or concerns about the layoff decision or process may make an appointment to be heard by the Executive Director for an informal pre-layoff review. The employee must request this meeting in writing within five work days from the date of the notice of layoff. The Executive Director’s decision is final.

Re-employment

Employees who are laid off or who are eligible to demote or transfer in lieu of layoff will have, for a period of one year, re-employment rights to future vacancies in the position previously held. The Housing Authority will maintain a preferred list with the names of the employees laid off in inverse order of layoff. Future vacancies in those affected positions will first be filled from the preferred list in inverse order of layoff, provided that the employee retained or rehired is capable of performing the work required, and did not have any disciplinary action imposed at a written warning or higher level in the six months prior to layoff. A former employee offered re-employment will have seven days to accept the offer. If a former employee does not accept re-employment within seven days, the next person on the list will be offered re-employment.

Re-hire

Employees are ineligible for rehire if they fail to give proper notice of separation, to return agency equipment including keys, access badges and IT equipment, continual inability to complete agency or other government mandated reporting or training, and/or they have a documented history of poor performance and/or poor attendance.

EXIT INTERVIEWS

Human Resources staff (or the Executive Director when HR personnel leave) will schedule an exit interview with each employee who voluntarily leaves the Housing Authority prior to the last day of work. These conversations allow employees to communicate their views on their work, agency operations, training needs, and the work environment, as well as provide the employee with an opportunity to discuss benefits and insurance. Although exit interviews are voluntary, employees are encouraged to participate in them and to speak frankly about their employment experience with the Housing Authority.



ACKNOWLEDGEMENT OF RECEIPT

RECEIPT OF MANUAL

I have received a copy of the Housing Authority of the City of Alameda’s Employee Policies and Procedures Handbook dated ~~January 11, 2023~~April 18, 2024. I understand that it contains important information on Housing Authority policies, as well as, my privileges, rights, and responsibilities as an employee. I understand and agree that it is my responsibility to familiarize myself with and abide by these policies. I further understand that the Housing Authority may change, rescind or add to any policies, benefits, or practices described in the Handbook.

I have read and understand the Employee Policies and Procedures Handbook, and I understand that I am governed by its contents.

Signature

Date

Print Name

CHANGE LOG

Item	Date
Original adoption of Personnel Policy by Commission	4/18/2012
Adoption of expanded definition of family for Paid Sick Leave policy eff 1/1/15	12/17/2014
Adoption of resolution to make expanded definition of family retroactive to 7/1/14	1/21/2015
Adoption of changes to Paid Sick leave policy to comply with Healthy Workplace Healthy Family Act eff 7/1/15	6/17/2015
Adoption of change to Declaration of Work Period and Deferred Compensation (to reflect addition of Roth IRA) policies	7/22/2015
Adoption of changes to Holiday policy, including Floating Holidays eff 1/1/16	11/18/2015
Adoption of revised Discipline, Termination, and Grievance Procedure	8/17/2016
Revision to Personnel Policy including: <ol style="list-style-type: none"> 1. Revision of title and format, and reorganization of content 2. Edits and rewording that did not change policy intent, but clarified or added to policy 3. Addition of: <ol style="list-style-type: none"> a. Complaint Procedure for Complaints of Denial of Reasonable Accommodation b. Changes in Employee Classifications c. Employment of Members of the Board of Commissioners d. Professional Development e. Definition of Eligibility (Benefits section) f. Paid Family Leave g. Social Security (to clarify that AHA does not participate) h. Floating Holiday (separated from Holiday policy) i. Review Your Paycheck j. Cell Phone Allowance k. Telecommuting l. Breastfeeding-Friendly Workplace m. Use of Facilities and Property n. Expense Reimbursement o. Scent Free Workplace p. Parking q. Use of Agency-Issued Cell Phones r. Use of Personal Cell Phones s. Internal Communications t. Open Door Policy 4. Deletion of: Employee Recognition Program 5. Significant changes to: 	12/21/2016

<ul style="list-style-type: none"> a. Outside employment, to clarify the procedures for approval and administration of employee requests b. Benefits policy, including clarification of Cafeteria Plan and active and retiree health benefits c. Vacation policy, to include a standard cap on accrual and a pay-out provision d. Sick leave, to ensure compliance with various laws regulating accrual and use of sick leave e. Jury Duty/Witness Leave, to limit length of service f. Bereavement and Funeral Leave, to institute an annual cap on leave provided under this policy g. Overtime policy, to reflect overtime based on a 40 hour workweek for all positions and use of paid leave does not count as hours worked h. Flexible Work Schedules, to clarify administrative procedures i. Reclassification Resulting in Wage Decrease (Y-Rate), to change policy with respect to application of COLA j. Bilingual Pay policy, to incorporate content from separate policy and clarify eligibility and administrative procedures k. Personnel files, with addition of procedures for access l. Workplace Conduct policy was streamlined m. Language and procedures in Discipline, Termination, and Grievance Procedures (previously adopted on 8/17/16) n. Reduction in Force/Layoff policy and procedures 	
Change to Part 8: On-Call and Emergency Call Compensation	2/15/2017
Change to Part 7: Timekeeping, to change exempt reporting increment to 2 hours	8/21/2019
Changes to Part 5: Vacation Policy, to change eligibility to use vacation to 3 months and clarify approval criteria; Part 8: On-Call and Emergency Call Compensation to change mileage criteria; and Part 10: Breastfeeding-Friendly Workplace to clarify administrative procedures	1/16/2020
Change to Part 5: Vacation, to provide for a temporary increase to the accrual cap	12/1/2020
Change to Part 5: Holidays, to add Juneteenth to AHA's observed holidays	6/24/2021
Change to Part 5: Vacation, to provide for a gradual return to the standard vacation cap	10/20/2021

Revision to Employee Policies and Procedures Handbook including general clarifying changes, and formatting. Primary changes included:	2/16/2022
<ul style="list-style-type: none"> a. Deletion of Compensatory Time Off (CTO) b. Deletion of Cell Phone Allowance c. Deletion of Vacation Pay Out d. Addition of Probationary Status During Leaves e. Addition of Notary Public Stipend f. Addition of School Activities Leave g. Increase in the amount of the Education Assistance and Tuition Reimbursement, and changes to structure and amount of Bilingual Pay h. Changes to Dress Guidelines i. Multiple changes to Unpaid Leaves section to make current with regulations 	
Change to permanent vacation accrual cap	10/19/2022
Revision to Employee Policies and Procedures Handbook including general clarifying changes, incorporation of gender-neutral language and the addition of a Communications During Leave section to Unpaid Time Off and Leaves of Absence. Primary changes to make policies consistent with current regulations included:	1/11/2023
<ul style="list-style-type: none"> a. Changes to Sick Time and Unpaid Leaves sections b. Changes to Bereavement and Funeral Leave sections 	
Workplace Relationships	1/1/2024
Vacation – Accrued Leave Pay Out	1/1/2024
Reproductive Loss Leave	1/1/2024
No-Remote Access for Non-Exempt Employees	1/1/2024
Re-hire	1/1/2024