

# **Livermore Housing Authority**

## **Personnel Policies, Rules, and Procedures**



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## TABLE OF CONTENTS

CHAPTER 1 – GENERAL.....	1
1.01 Introduction .....	1
1.02 Purpose .....	1
1.03 Personnel Policy.....	2
1.04 Appointing Authority .....	3
1.05 Delegation of Authority .....	3
1.06 Executive Director Responsibilities.....	3
1.07 Applicability.....	3
1.08 Amendments to Policies, Rules and Procedures .....	4
1.09 Violation of These Rules.....	4
CHAPTER 2 – DEFINITIONS.....	5
2.01 Definitions.....	5
CHAPTER 3 – POSITION CLASSIFICATION PLAN .....	10
POLICY.....	10
3.01 Implementation of Position Classification Plan .....	10
3.02 Interpretation of Class Specifications .....	10
3.03 Preparation and Revision of the Position Classification Plan .....	11
3.04 Amending the Plan.....	12
3.05 Allocation .....	12
3.06 Reclassification.....	12
3.07 New Positions.....	13
3.08 Temporary Class.....	13
3.09 Reallocation .....	13
3.10 Status of Incumbents in Reallocated Positions.....	13
3.11 Appeals.....	14
CHAPTER 4 – APPLICATIONS, EXAMINATIONS, AND ELIGIBILITY LISTS .....	15
POLICY.....	15
4.01 Job Announcements.....	15

4.02	Form of Applications .....	16
4.03	Disqualification .....	16
4.04	Disqualification for Criminal Conduct .....	16
4.05	Notice of Rejection.....	17
4.06	Examination Process .....	17
4.07	Types of Examinations .....	18
4.08	Scoring of Examination/Ratings .....	18
4.09	Notification of Examination Results.....	19
4.10	Establishment of Eligibility Lists .....	19
4.11	Eligible List Effective Date .....	19
4.12	Duration of Lists .....	19
4.13	Examination Inspection Period .....	19
4.14	Interview Records Confidential.....	19
4.15	Appeal for Review of Rating.....	20
4.16	Revision of Ratings .....	20
4.17	Promotional Examinations.....	20
4.18	Disposition of Papers and Records .....	20
4.19	Removal of Names .....	20
CHAPTER 5 – METHOD OF FILLING VACANCIES .....		22
POLICY .....		22
5.01	Appointments .....	22
5.02	Request to Fill Vacant Positions.....	23
5.03	Certification of Names .....	23
5.04	Types of Appointments.....	23
5.05	Regular (Permanent) Appointment .....	24
5.06	Temporary Appointment .....	24
5.07	Provisional Appointment .....	24
5.08	Emergency Appointment.....	25
5.09	Reemployment.....	25
5.10	Transfer .....	25
5.11	Voluntary Demotion.....	25
5.12	Reinstatement Following Resignation .....	26
5.13	Limited Duration/Project Appointment.....	26
5.14	Out of Class Assignment .....	26

CHAPTER 6 – PROBATIONARY PERIOD.....	28
POLICY.....	28
6.01 General.....	28
6.02 Objective of Probationary Period .....	28
6.03 Probation Evaluation.....	28
6.04 Probationary Rejection .....	29
6.05 Rejection During Probation Following Promotion.....	29
6.06 Status Upon Completion of Probationary Period .....	29
CHAPTER 7 – EMPLOYEE EVALUATIONS AND PERSONNEL RECORDS .....	30
POLICY.....	30
7.01 Purpose .....	30
7.02 Standards and Reporting .....	30
7.03 Poor Performance versus Misconduct.....	31
7.04 Personnel Record.....	31
7.05 Official Personnel File .....	31
7.06 Employee’s Access to Personnel File .....	32
7.07 Notification by Employee.....	32
7.08 Confidentiality.....	32
CHAPTER 8 – PERSONNEL ACTIONS.....	33
POLICY.....	33
8.01 Scope; Disciplinary Actions .....	33
8.02 Promotion .....	33
8.03 Demotion .....	33
8.04 Suspension .....	34
8.05 Rejection, Discharge, or Termination .....	34
8.06 Resignation.....	35
8.07 Reinstatement.....	35
8.08 Retirement .....	35
8.09 Layoff.....	35
8.10 Disciplinary Probation.....	35
CHAPTER 9 – LAYOFF POLICY AND PROCEDURE.....	36
POLICY.....	36

9.01	Notification .....	36
9.02	Order of Layoff .....	36
9.03	Demotion in Lieu of Layoff.....	37
9.04	Seniority and Bumping Rights .....	37
9.05	Re-employment List .....	38
9.06	Re-employment Benefits .....	38
9.07	Separation Information.....	38
CHAPTER 10 – COMPENSATION AND ADMINISTRATION OF THE PAY PLAN .....		39
POLICY .....		39
10.01	Compensation Plan .....	39
10.02	Preparation and Adoption of the Plan/Schedule.....	39
10.03	Administration .....	39
10.04	Review Dates.....	40
10.05	Initial Salary and Standards for Advancement.....	40
10.06	Appointment Above the First Step .....	40
10.07	Full-Time Positions .....	41
10.08	Persons Working Less Than Full-Time.....	41
10.09	Salary Following Promotion, or Demotion.....	41
10.10	Salary Reductions and/or Transfer to Position of Lower Salary Grade.....	41
10.11	Transfer to Position with Same Salary Schedule.....	42
10.12	Revision of Salary Ranges.....	42
10.13	Salary on Reclassification of Position.....	42
10.14	Y-RATE .....	42
10.15	Temporary Assignment to Higher Classification.....	42
10.16	Out of Class .....	43
10.17	Positions Designated Bilingual .....	43
10.18	Step Increase – Leave of Absence Without Pay.....	43
10.19	Overtime Approval.....	43
10.20	Overtime Compensation and Computation.....	44
10.21	Overtime Not Applicable.....	44
10.22	Written Authorization and Records Required .....	45
10.23	Timely Payment.....	45
10.24	Accumulation Limits and Time Off.....	45
10.25	Overtime: Civil Disaster or Local Peril.....	45

10.26	Holiday in Lieu of Pay .....	45
10.27	Retirement System.....	46
10.28	Health and Dental Insurance .....	46
CHAPTER 11 – EMPLOYEE ATTENDANCE AND LEAVE.....		47
POLICY .....		47
11.01	Attendance and Hours of Work .....	47
11.02	Supervisory Leave .....	48
11.03	Sick Leave, Eligibility, and Accrual.....	48
11.04	Sick Leave Notification and Reporting .....	49
11.05	Use of Sick Leave.....	50
11.06	Expiration of Sick Leave .....	51
11.07	Sick Leave in Relation to Workers’ Compensation .....	52
11.08	Vacation Eligibility.....	53
11.09	Vacation Accrual .....	54
11.10	Use of Vacation .....	54
11.11	Vacation at Termination .....	55
11.12	Military Leave.....	55
11.13	Leave of Absence Without Pay .....	56
11.14	Unauthorized Leave .....	57
11.15	Jury Duty and Witness Leave .....	58
11.16	Pregnancy Leave .....	58
11.17	Pregnancy Disability Leave.....	58
11.18	California Family Rights Act (CFRA) Leave.....	59
11.19	Family and Medical Leave Act (FMLA) .....	60
11.20	Administrative Leave.....	65
11.21	Holidays.....	65
11.22	Holidays Worked.....	67
11.23	Catastrophic Sick Leave Program .....	67
11.24	Paid Family Leave.....	67
11.25	State Disability Insurance.....	68
11.26	Bereavement Leave .....	68
11.27	Domestic Partnership.....	68
11.28	Personal Leave Day .....	69
CHAPTER 12 – EMPLOYEE TRAINING AND EDUCATION .....		70

POLICY .....	70
12.01 In-service Training.....	70
12.02 Education Programs; Tuition Reimbursement.....	70
12.03 Types of Training.....	71
CHAPTER 13 – DISCIPLINARY ACTION .....	72
POLICY .....	72
13.01 Purpose of Discipline.....	72
13.02 Authority to Impose Discipline.....	72
13.03 Definitions.....	73
13.04 Causes for Disciplinary Action.....	73
13.05 Applicability.....	74
13.06 Guidelines .....	75
13.07 Suspension or Relief of Duty .....	76
13.09 Imposing Discipline .....	77
13.10 Appeal .....	77
13.11 Notice of Appeal Hearing.....	77
13.12 Conduct of Hearing .....	77
13.13 Extension of Time Limit.....	78
13.14 Effect of Disciplinary Actions .....	78
13.15 Return of Company Property .....	79
CHAPTER 14 – GRIEVANCE PROCEDURE.....	80
POLICY .....	80
14.01 Purpose .....	80
14.02 Definition.....	80
14.03 Applicability.....	80
14.04 Form of Complaint .....	81
14.05 Grievance Procedure – Department Level - Informal.....	81
14.06 Executive Director Level – Formal.....	81
14.07 Grievance Against Executive Director.....	82
14.08 Extension of Time Limit.....	82
CHAPTER 15 – HARASSMENT AND DISCRIMINATION POLICY AND COMPLAINT PROCEDURE.....	83
POLICY .....	83
15.01 Purpose .....	83

15.02	Discrimination Definition .....	84
15.03	Harassment .....	84
15.04	Sexual Harassment.....	85
15.05	Retaliation .....	86
15.06	Abusive Conduct .....	86
15.07	Distribution of Policy.....	86
15.08	Complaint Procedure .....	87
15.09	Follow Up .....	89
15.10	Separation of Complainant and Accused.....	89
15.11	Prompt Investigations.....	89
15.12	Confidentiality.....	90
15.13	Consequences .....	90
15.14	Appeal .....	90
CHAPTER 16 – GENERAL REGULATIONS .....		92
16.01	Incompatible Activity .....	92
16.02	Outside Employment .....	92
16.03	Gifts .....	92
16.04	Financial Interests and Conflicts .....	92
16.05	Licenses and Certificates.....	93
16.06	Fitness for Duty .....	93
16.07	Political Activities .....	93
16.08	Dress Guidelines.....	94
16.09	Background and Reference Checks.....	94
CHAPTER 17 – OFFICIAL VEHICLES .....		96
POLICY .....		96
17.01	Vehicle Fleet Purpose.....	96
17.02	Use of Safety Belts .....	96
17.03	Valid Driver’s License .....	97
17.04	Driver Qualifications .....	97
17.05	Review of Motor Vehicle Record .....	97
17.06	Rules Applying to use of LHA Vehicles .....	98
17.07	Maintenance .....	98
17.08	Employee use of Other than LHA Owned Vehicles for Business Use .....	98



17.09	Traffic Violations .....	99
17.10	Cellular/Mobile Phones.....	99
17.11	Driver Responsibility .....	99
17.12	Preventable Accidents .....	100
17.13	Vehicle Operation Damage Report .....	101
17.14	Theft .....	101
17.15	Liability for Costs of Misuse .....	102
17.16	Disciplinary Action for Misuse.....	102
	EMPLOYEE AUTHORIZATION AND ACKNOWLEDGEMENT OF RECEIPT OF LHA VEHICLE POLICY .....	103
CHAPTER 18 – TRAVEL .....		104
	POLICY .....	104
18.01	General.....	104
18.02	Authorization of Travel .....	105
18.03	Commissioner’s Travel Policy.....	105
18.04	Local Travel .....	105
18.05	Long Distance Travel .....	106
18.06	Travel Advances .....	106
18.07	Guidelines for Relocation Travel.....	107
CHAPTER 19 – PROPERTY AND TIME .....		108
	POLICY .....	108
19.01	Use of Livermore Housing Authority Property and Time.....	108
19.02	Application of Rules .....	108
CHAPTER 20 – ELECTRONIC COMMUNICATION .....		109
	POLICY .....	109
20.01	Computers, Telephones, Mechanical and Other Electronic Equipment.....	109
20.02	Right to Monitor Work Areas.....	110
20.03	Personal Telephone Use .....	110
20.04	Employee Access to Wi Fi with Personal Device.....	110
CHAPTER 21 – DRUG-FREE WORKPLACE .....		113
	POLICY .....	113
21.01	Definitions .....	114
21.02	Work Rules .....	115

21.03	Drug Testing .....	115
21.04	Sanctions for Violations of Policy .....	116
21.05	Consequences .....	117
CHAPTER 22 – VIOLENCE-FREE WORKPLACE .....		118
POLICY .....		118
22.01	Definitions and Procedures.....	118
22.02	Violence in the Workplace .....	119
22.03	Reporting.....	119
CHAPTER 23 – CREDIT CARDS .....		121
POLICY .....		121
23.01	Purpose .....	121
23.02	Allocation of Cards .....	121
23.03	Cardholder Responsibility .....	121
23.04	Acceptable Use of LHA Credit Cards .....	122
23.05	Internet Purchasing.....	123
23.06	Authorization of Monthly Cardholder Statements .....	123
23.07	Expenditure Approval Process .....	124
23.08	Finance Department Accountability .....	124
LIVERMORE HOUSING AUTHORITY CREDIT (CARDHOLDER) STATEMENT OF RESPONSIBILITY .....		126
CHAPTER 24 – SMOKE-FREE WORKPLACE .....		128
POLICY .....		128
24.01	Applicability.....	128
24.02	Permissible Smoking Areas .....	128
24.03	Sanctions .....	128
24.04	Employee Assistance Program.....	128
CHAPTER 25 – EQUAL EMPLOYMENT OPPORTUNITY.....		130
POLICY .....		130
25.01	Reporting.....	130
25.02	Prompt Investigations.....	130
CHAPTER 26 – EMPLOYMENT OF RELATIVES.....		131
POLICY .....		131

26.01	General.....	131
26.02	Marriage.....	131
26.03	Board of Commissioner Relationship.....	131
CHAPTER 27 – RESPECT IN THE WORKPLACE .....		133
POLICY .....		133
27.01	Definitions.....	133
27.02	Responsibility .....	134
CHAPTER 28 – CODE OF ETHICS, CONDUCT AND RESPONSIBILITIES.....		135
POLICY .....		135
28.01	Applicability.....	135
28.02	Ethics, Conduct and Responsibilities.....	135
28.03	Compliance.....	137
CHAPTER 29 – LACTATION ACCOMMODATION.....		138
POLICY .....		138
29.01	Time Allowed .....	138
29.02	Designated Room and Storage.....	138
REVISION HISTORY .....		139

## **CHAPTER 1 – GENERAL**

### **1.01 Introduction**

These policies set forth those procedures, which insure fair and equitable treatment for those who compete for employment and promotion and define the obligations, rights, privileges, benefits, and prohibitions, which have been placed upon all Livermore Housing Authority employees.

The Board of Commissioners for Livermore Housing Authority (LHA) adopts personnel policies to establish and maintain a sound personnel management and administration systems that complies with applicable federal, state and local laws and regulations as well as a system that provides for the fair and consistent application of these policies. It further provides Authority employees important information regarding policies on workplace conduct, workplace schedules, safety on the job obligations as an employee of the Livermore Housing Authority. The goal of the Board is to provide a safe and well managed work environment in which the needs of the clients of the Authority are promptly and professionally served and employees develop to their full potential.

Throughout this document, policy provisions adopted by the Board of Commissioners are entitled “POLICY” and are in bold-faced type. Policy provisions, once adopted, will only be changed by a vote of the Commission. Under delegated authority, the Executive Director has developed Personnel Rules and Procedures to implement the policies adopted by the Board or to carry out the mission of the Authority in those areas where the Board has not issued policy.

The Board of Commissioners may adopt revised Personnel Policies in sections and the various sections will be effective upon the date of their adoption as set forth in the resolution. Once fully adopted, the publication of these Personnel Policies supersedes all previous issuances of personnel policies, rules and procedures.

The personnel policies, rules and procedures in this manual are not a contract. The Authority reserves the right to change, modify, suspend, interpret or cancel, in whole or in part, any of its published or unpublished personnel policies, rules, procedures, and/or practices, with or without notice, at its sole discretion and with or without cause or consideration of any employee. Acceptance of the Authority’s right to change its personnel policies, rules and procedures as stated above, is an express term and condition of initial employment and continued employment with Livermore Housing Authority. The Executive Director has the responsibility to establish the rules and procedures to carry out the purpose and intent of the policies in this manual and oversee the effective operations of the Authority. These rules and procedures may be changed or rescinded at any time by the Executive Director, subject to approval by the Board of Commissioners.

### **1.02 Purpose**

The Livermore Housing Authority (Authority) adopts these personnel rules and regulations in order to ensure the efficient and effective implementation of its human resources management and administration processes. It is the Authority’s intent to provide a clear statement of the work rules applicable to its employees. It is the Authority’s policy to ensure that its human resources rules and regulations are applied fairly, consistently and equitably to all employees. Finally, the Authority establishes these rules and procedures contained herein in order to create a work

environment that fully utilizes the potential of all its employees and encourages its employees to develop professionally.

It is the responsibility of each member of management to administer the policies, rules and procedures in a consistent and impartial manner. The human resources policies, rules and procedures in this manual provide general guidelines to human resource management and may be supplemented by directives, operating manuals, employee handbooks, and managerial and supervisory guides, as needed. The Authority and its managers will also be guided by prudent human resources management and administration practices that are consistent with these policies, rules and procedures.

### **1.03 Personnel Policy**

The personnel policy of the Livermore Housing Authority is as follows.

- A. It is the Livermore Housing Authority's policy to seek the best employee for every job and to provide equal opportunity for all persons who compete for employment with the Livermore Housing Authority.
- B. The Livermore Housing Authority will not discriminate in its employment practice in regard to race, color, ancestry, national origin, religious creed, sex, sexual orientation, age, physical or mental disability, marital status, or political opinion or affiliation.
- C. The Livermore Housing Authority condemns and prohibits harassment of an individual because of that individual's sex, sexual orientation, race, color, age, religious creed, national origin, ancestry, marital status or physical or mental disability.
- D. The Livermore Housing Authority will not discriminate in its employment practices against a qualified individual with a disability who can perform the essential functions of the job with reasonable accommodations.
- E. The tenure of an employee covered by the rules is subject to proper behavior, satisfactory work performance, necessity for the work and the availability of funds.
- F. Department Managers may create regulations more specific to the department's operation. None of the department rules, regulations or directives shall conflict or supersede these rules, and in the event of a conflict, it shall be resolved in favor of these rules. The Human Resource Office shall maintain a copy of each department's rules and regulations.
- G. In accepting employment with the Livermore Housing Authority, each employee agrees to be governed by and to comply with these rules, as well as all administrative rules and procedures established by the Executive Director and Department Managers. Each employee shall maintain a current copy of these rules and regulation for employee reference.
- H. Each employee of the Livermore Housing Authority shall cooperate with the Executive Director or Department Manager in order to fulfill the objectives of these rules.

#### **1.04 Appointing Authority**

The Appointing Authority shall be the Executive Director, unless otherwise required by law or determined by the Board of Commissioners (Board). The Board shall have full authority over eliminating or authorizing positions and related financial matters upon recommendation by the Executive Director.

#### **1.05 Delegation of Authority**

The Board of Commissioners will make appointments when the Executive Director position is vacant. Whenever by these rules a power is granted to the Executive Director, or a duty imposed, that power or duty may be exercised or performed by the Executive Director personally or, as provided in these rules, by the person to whom the Executive Director delegates such power or duty. The Executive Director may delegate to each Department Manager the authority to appoint and remove persons within the department and shall obtain the approval of the Executive Director regarding the appointment to a key position within the department. The Executive Director may overturn a Department Manager's decision to terminate an employee.

#### **1.06 Executive Director Responsibilities**

The Executive Director is the Personnel Officer. Personnel Officer may delegate implementation responsibility and authority to the human resource office, and may also retain such contractual services as deemed necessary for the administration of the personnel system.

The Executive Director attends all meetings of the Housing Authority Commission and acts as an ex-officio member and as Secretary.

In accordance with HUD regulations the Executive Director has general control and supervision over the affairs of the Livermore Housing Authority including: the authority to establish, when not in conflict with these rules, such other policies, procedures, rules and regulations as deemed necessary; the power to appoint and remove all officers, Department Managers, and employees subject to these rules and those powers reserved to the Board of Commissioners by HUD.

The Board of Commissioners has delegated to the Executive Director the responsibility for administration of these personnel policies. The Executive Director will establish the rules and procedures necessary to carry out the purpose and intent of the policies contained herein. The Executive Director shall, pursuant to the Authority's bylaws, act as the employer for all staff and exercise all management prerogatives necessary for accomplishment of the mission of the Authority.

#### **1.07 Applicability**

These rules apply to all employees except where a particular rule or chapter expressly states it does not apply to certain categories of employees, or applies only to certain categories of employees.

These rules do not apply to persons under contract to supply expert, professional or technical services; or volunteer personnel who receive no regular compensation. However, the rules do apply to Commissioners regarding harassment (Chapter 15) and Commissioner travel.

## **1.08 Amendments to Policies, Rules and Procedures**

### Policies

These policies may be amended by a resolution adopted by the Board of Commissioners (Board) who shall also have approval authority for modifications, deletions, or additions to the personnel policies they adopt. Employees may suggest amendments in writing to the Executive Director.

### Rules and Procedures

The Executive Director is authorized to establish, modify, delete, amend or add to these personnel rules and procedures at any time, with or without notice and at his/her sole discretion to ensure that the policies adopted by the Board are administered fairly and equitably. Modifications to Rules and Procedures require Board approval.

### Hearings

At the time of hearing, any interested person may appear and present their position. A copy of the Board agenda and all materials will be on file in the Livermore Housing Authority office, and available during regular business hours for review. Materials will also be available at the Board meeting for which the item is heard. Amendments and revisions shall become effective on adoption by the Board of Commissioners following such hearings.

## **1.09 Violation of These Rules**

Violation of these policies constitutes grounds for disciplinary action. Violation of the rules and procedures promulgated by the Executive Director may be grounds for disciplinary action up to and including dismissal. When appropriate, violations may be referred to authorities for legal prosecution. The Executive Director shall have authority to administer disciplinary action for violation of policies, rules and procedures.

## CHAPTER 2 – DEFINITIONS

### 2.01 Definitions

In these Personnel policies, rules, and procedures, the following terms are defined as follows:

Accredited Absence: the use of earned accumulated time as authorized by the Executive Director.

Administrative leave: means the temporary assignment of an employee, approved by the Executive Director, in writing, to a status of leave with pay. Administrative leave is not charged against accrued vacation or sick leave balances.

Advancement: a salary increase within the limits of a pay range established for a class.

Agency salary plan/schedule: means the pay plan and schedule of salaries designated for each classification for all LHA employees which is adopted by the Board of Commissioners.

Allocation: means the assignment of a single position to its proper class in accordance with the duties performed, and the authority and responsibilities exercised.

Anniversary date: The date from which service time, leave accrual and seniority are computed, usually measured either from the beginning (1) of service with the Livermore Housing Authority or (2) of service in a particular position. (See Review date.)

Appointing authority: means the person(s), who has the final hiring authority to appoint employees to a position, i.e., Executive Director or the Board of Commissioners.

Appointment: means the offer of and acceptance by a person to a position at the Livermore Housing Authority in accordance with the provisions of these rules.

Types of appointments:

- a) Regular: means an appointment from a list to an authorized regular position, either full-time or part-time. Regular appointments do not have a predetermined termination date.
- b) Temporary: means appointment to a position, which is not an authorized (budgeted) regular position, or to a regular position for a limited period of time, either full-time or part-time. Temporary employment is limited to less than 1,000 hours in any fiscal year unless the Executive Director grants a waiver. The Executive Director may make a temporary appointment to an authorized regular position, but such an appointment may not exceed one year and have a predetermined termination date. Temporary employees have no expectation or guarantee of continued employment. A temporary employee may be terminated at any time at the Authority's discretion. As a condition of employment, temporary employees must sign a written agreement that they agree to and understand the above conditions of their employment.



- c) Limited duration: means appointment made to fill a need due to a special project, sick leave, vacation, extended absence or a vacant position, if the limited duration position is first authorized by the Executive Director. If the Department Manager authorizes the position, he or she shall also determine whether leave and insurance benefits will apply to that position in consultation with Human Resources staff and in accordance with established policies, rules and procedures. Limited duration appointments will have a predetermined termination date, normally no longer than one year, and less than five years.
- d) Special funded: means appointment to a position funded 50% or more from a grant or other special funding sources with a limited duration. A person appointed to a special funded position is subject to these rules, except that the person does not have a property right in employment, right of appeal of a disciplinary decision or the right to re-employment. These appointments are typically temporary in nature and have no expectation of continued employment and may be terminated at any time at the discretion of the Executive Director.
- e) Provisional appointment: means the appointment of a person who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class in the absence of an eligibility list. In no instance shall a provisional appointment exceed six months. A provisional employee accrues the same benefits as a probationary employee. If a provisional employee is selected for a regular position, the time served as a provisional employee is counted as time toward the fulfillment of the probationary period, provided there was satisfactory performance.
- f) Emergency: means appointment on a temporary basis for a short duration to a non-budgeted position or a vacant budgeted position to meet an emergency. The position must first be authorized by the Executive Director.
- g) Out-of-class: means the temporary assignment of an eligible employee to perform the normal ongoing duties and responsibilities associated with a higher-paying title.

Authority: means the Livermore Housing Authority, including the Housing Commission acting in its capacity as the governing body of the Housing Authority of the City of Livermore and its Executive Director.

Class or classification: means positions sufficiently similar in duties, authority, and responsibility to permit grouping under a common title in the application with equity of common standards of selection, transfer, demotion and salary.

Classified service or competitive service: means all positions of employment in the service of the Livermore Housing Authority.

Commission: means the Housing Commission of the Housing Authority of the City of Livermore acting in its official capacity as the governing body of the Housing Authority of the City of Livermore.

Commissioners: means a member of the Board of Commissioners of the Housing Authority of the City of Livermore charged with the management or direction of the board.

Confidential Employee: means any employee who is privy to the decisions making process of the Authority affecting employee relations.

Days: means calendar days unless otherwise stated.

Demotion: means the movement of an employee from one class to another class having a lower maximum base rate of pay or moving to a lower rate of pay in the same class, normally based on punitive action.

Director: means the Executive Director of the Authority and/or when specified in these rules persons to whom the Director has delegated his/her responsibilities hereunder.

Disciplinary action: means actions including counseling, verbal warning, written reprimand, disciplinary probation, demotion, reduction in pay, suspension, discharge or other action of a regular employee for punitive reasons and not for any non-punitive reasons.

Disciplinary probation: means a type of disciplinary action whereby an employee's performance is evaluated more frequently than usual. The department manager may determine other terms of the probation on a case-by-case basis.

Dismissal or discharge: means the termination of an employee from the classified service by the appointing authority for just cause.

Eligibility list or employment list: means a list of names of persons who have taken either an open competitive or a promotional examination for a class and have qualified.

Employee: means any person employed by the Authority.

- a) Acting Employee: An employee who has been appointed to fill a vacancy in any department head or assistant department head position in compliance with these Rules.
- b) Emergency Employee: An employee appointed to meet the requirements of an emergency condition. Such appointment may be made without regard to the regulations as to appointments in these rules.
- c) FLSA Exempt Employee: An employee who is exempt from the overtime pay requirements of the Fair Labor Standards Act ("FLSA") and does not receive overtime pay or compensatory leave.
- d) FLSA Non-Exempt Employee: An employee who is covered by the overtime provisions of the Fair Labor Standards Act ("FLSA") and receives overtime pay or compensatory leave.
- e) Full Time Employee: An employee who is appointed to a position that works the normal number of working hours as defined by the Authority.
- f) Part Time Employee: An employee who is appointed to a position that works less than the normal number of working hours as a full-time employee, as defined by the Authority.

- g) Regular (Permanent) Employee: An employee in the career service who has successfully completed the probationary period and has been retained as provided in these Rules.
- h) Provisional Employee: An employee who possesses the minimum qualifications established for the class and has been assigned, with the prior written approval of the Executive Director, to serve temporarily in an established position pending the examination and promulgation of an employment list for the class. Provisional employees serve at the will of the appointing authority and can be dismissed at any time with or without cause with or without notice. They do receive benefits in accordance with these policies, rules and procedures.
- i) Temporary Employee: An at-will employee who is appointed to a position for a limited period of time.

Examination: the selection technique used to measure the relative capabilities and fitness of the persons applying for positions with the Livermore Housing Authority.

- a) Open competitive examination: an examination for a particular class, which is open to all persons meeting the qualifications for the class.
- b) Promotional examination: an examination for a particular class, which is open only to probationary and regular employees meeting the qualifications for the class.
- c) Closed (Internal) Examination: means an examination for a class in which only qualified regular full-time Livermore Housing Authority employees may participate.

Layoff: means a reduction in force of Livermore Housing Authority employees

Management employee: means an employee having significant responsibilities for formulating or administering Livermore Housing Authority or departmental policies and programs or administering a department, as defined by the Executive Director.

Executive management employees: include the Executive Director, and Assistant Executive Director

Performance Improvement Plan: means a clearly delineated plan drawn up by the supervisor to help employees improve performance or modify behavior. The performance improvement plan (PIP) identifies performance and/or behavioral issues that need to be corrected and creates a written plan of action to guide the improvement and/or correct behavior. It communicates notice to the employee that he/she is not meeting standards. The PIP will generally contain: performance or behavior that requires improvement, clearly defined work or performance expectations that must improve, time frame for improvement which includes a plan for reviewing employee progress and regular feedback, remedial or planned action to address performance or behavior, possible consequences if performance or behavior is not improved.

Position: means any office or employment in the service of the LHA whether occupied or vacant.

Promotion: means the movement of an employee from one class to another class having a higher maximum base rate of pay (higher salary schedule).

Reclassification: means the re-allocation of a position from one class to another class based upon consideration of the kind and level of assigned duties and responsibilities.

Reduction in pay: means a salary decrease of one or more steps within the limits of the pay range established for a class.

Re-employment list: means a list of names of persons who, under the provisions of the layoff policy, have mandatory placement rights to a class or classes in the career service.

Reinstatement: means the restoration without examination of a former permanent employee or probationary employee to a class from which the employee was separated from service as a permanent or probationary employee within one year following his or her resignation from the Livermore Housing Authority.

Rejection: means the separation of an employee from the service during the probationary period.

Relief of duty: the temporary assignment of an employee to a status of leave with pay.

Resignation: means the voluntary separation of an employee from their assigned classification

Review date: means the annual date upon which an employee's performance evaluation is to be evaluated. If the employee is eligible for consideration of a salary step increase this increase is effective on the same date as the Evaluation date. (See Anniversary date.)

Suspension: means the temporary removal of or separation from service of an employee from assigned duties, normally without pay, for disciplinary purposes or pending investigation of charges.

Transfer: means the movement of an employee from one position to another position within the same class in another department or the movement of an employee from one class to another class having a comparable level of duties and responsibilities and the same maximum rate of pay.

Working day: means each day the Livermore Housing Authority offices are open for services. or, regarding an individual employee, each day that employee is scheduled to or actually works.

## **CHAPTER 3 – POSITION CLASSIFICATION PLAN**

### **POLICY**

The Livermore Housing Authority (LHA) shall maintain for all active classifications, written specifications for each class of positions and such specifications shall constitute the official specifications of classes. Each class specification shall set forth a descriptive class title, a definition outlining the scope of duties and responsibilities of positions in the class, the minimum qualifications for the class, physical requirements, Fair Labor Standards Act (FLSA) status and such other information as appropriate. The information in these specifications will provide the basis for selection procedures, performance evaluation, ensure equal pay for like work, and provide the basis for comparison to classes in other jurisdictions. The Board of Commissioners (Board), at the last Commission meeting of the fiscal year, shall adopt a salary resolution showing the compensation rates and applicable special conditions for each classification in the Housing Authority for the following fiscal year. Management salaries shall be recommended to the Board by the Executive Director prior to the end of the fiscal year.

### **RULES AND PROCEDURES**

#### **3.01 Implementation of Position Classification Plan**

The position classification plan consists of classes of positions defined by class specifications, including the title. The position classification plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same class, and that the same schedules of compensation may be made to apply with equity under similar working conditions to all positions in the same class.

The class title is the official designation of an individual position or group of positions sufficiently similar to be grouped together as a class.

A class specification is a written description and definition of a class, including the title, knowledge, skills and abilities, minimum qualifications, reporting relationships, scope of duties and responsibilities, and supervisory responsibility, and a listing of illustrative examples of duties to be performed and the qualifications necessary.

#### **3.02 Interpretation of Class Specifications**

The class specifications are descriptive and explanatory and not restrictive. They are intended to indicate the kinds of positions that should be allocated to the various classes. The use of a particular expression or illustration as to duties shall not be held to exclude others not mentioned that are of similar kind or quality, nor shall any specific omission necessarily mean that such factor is not included. The language of the specifications is not to be construed as limiting or modifying the authority of a department head to direct and control the work of employees under his/her jurisdiction or to alter their duties and responsibilities, as may be necessary in the efficient conduct of the business of the LHA, except that it shall be the responsibility of the Executive Director to report to the Board promptly any substantial change in the duties and responsibilities of any

position under his/her jurisdiction.

In determining the class to which a position should be allocated, the specification shall be considered in its entirety. Consideration shall be given to the general duties, specific tasks, responsibilities, and minimum requirements, as a composite description of the kind and level of work the class is intended to embrace. In order to determine the level and proper grouping of the class within the plan, its relationship to other classes also must be considered; therefore, each class specification is to be read and interpreted with the relationship in mind.

#### 3.02.1 Class Title

The text of the class specification shall determine the official meaning of the title of the class. The class title and its properly designated code number, shall apply to all positions allocated to the class and shall be used in all personnel and administrative transactions involving such positions.

#### 3.02.2 Minimum Requirements

The minimum qualification statements in a class specification shall constitute the minimum employment standards for the class. Persons provisionally appointed shall meet the minimum qualifications of the class. An examination may be limited to applicants who possess qualifications above the minimum for the class, provided the higher qualifications are approved by the Executive Director, and published as the examination's minimum qualification on the official examination announcement. Any departure from the minimum qualifications established for a class shall be by order of the Executive Director.

#### 3.02.3 General Qualifications

General qualifications commonly required of all candidates for, appointees to and employees in the classified service such as integrity, honesty, sobriety, dependability, industry, thoroughness, accuracy, good judgment, initiative, resourcefulness, courtesy, ability to work cooperatively with others, shall be deemed to be a part of the personal characteristics of the minimum qualifications of each class specification and need not be specifically set forth therein. Alternative or additional qualifications for individual classes and such qualifications shall also be deemed to be part of the specifications for such classes.

### **3.03 Preparation and Revision of the Position Classification Plan**

The LHA's Executive Director or his/her designee shall prepare and maintain the position classification plan and recommend the allocation of positions to a class. Each position in the Livermore Housing Authority shall be assigned to a class. The position classification plan may be amended from time to time.

It is the responsibility of the Executive Director or his/her designee to recommend the establishment of new classes, or the combination, alteration or abolishment of existing classes to insure the efficient and equitable operation of the position classification plan. Any interested party, including any recognized employee may suggest revisions to the plan by submitting suggestions

in writing to the Executive Director.

### **3.04 Amending the Plan**

The Executive Director shall submit proposed pay plans with substantiating data to the Board for approval. No position shall be assigned a salary higher than the maximum or lower than the minimum salary provided for that class or position without Board approval. New classes may be added and existing classes may be divided, combined, altered or abolished.

### **3.05 Allocation**

Each position shall be allocated by the Human Resources Office to an appropriate class in the classification plan. The allocation of a position to a class shall derive from and be determined by the duties and responsibilities of the position, without regard to the special qualifications of the incumbents, and shall be based on the principle that positions shall be included in the same class if:

- a) They are sufficiently similar in respect to duties and responsibilities that the same descriptive title may be used;
- b) Substantially the same requirement as to education, experience, knowledge, and ability are demanded of the incumbents;
- c) Substantially the same test of fitness may be used in selecting qualified employees; and
- d) The same schedule of compensation can be made to apply with equity.

Specific positions may be designated by the Human Resources Office as requiring special qualifications based upon the belief that the delivery of public service can be enhanced sufficiently through the possession of special qualifications that are either a business necessity and/or a bona fide occupational qualification.

### **3.06 Reclassification**

The Executive Director shall allocate a position to a more appropriate class when the assigned duties of a position have been materially changed so as to necessitate reclassification.

A Department Manager, or an employee through the Department Manager, may request that a position be reclassified. The Department Manager shall forward such request to the Executive Director along with his or her recommendation. The Department Manager shall recommend to the Executive Director the position classification of any position determined to be improperly classified.

When a position is reclassified from a lower-level class to a higher-level class, the incumbent employee occupying that position shall be reclassified without competitive examination provided that he or she meets the minimum qualifications, has performed the duties of the new class for 12 months and has not received an unsatisfactory evaluation during that period. In order to be

reclassified to a higher classification, the employee requesting the reclassification must be performing at least 51% of the duties of the higher classification. If found to be working in a higher classification, as the result of a position review, the employee shall be entitled to appropriate compensation, retroactive to the date upon which the employee had submitted the position questionnaire to his/her supervisor. All other employees shall pass an examination for the higher class and shall serve the normal probationary period.

When an incumbent occupies a position which is reclassified the employee occupying the position may be retained in the position if the Department Manager determines that: (a) the position classification results from an official recognition of a change in duties or responsibilities which has already occurred; (b) the incumbent has the knowledge, skills and abilities, or other qualifications, of the new class; (c) the incumbent has demonstrated a high level of performance in the changed duties and responsibilities; and (d) the incumbent has had regular status in the former position.

When an employee is reclassified to a higher salary range, the employee is subject to a probationary period the same as if the employee had been promoted.

### **3.07 New Positions**

Requests from the Executive Director for the creation of new positions shall be made in accordance with established procedures. Positions hereafter established shall be classified in the appropriate class. No permanent appointments shall be made to vacant positions until such position has been classified under the classification plan and an appropriate eligible list established. The Executive Director may temporarily appoint an employee to perform out-of-class duties until the eligible list is established or make emergency appointments as deemed necessary to continue business operations.

### **3.08 Temporary Class**

Whenever a position is required for the efficient and economical operation of a department and in the absence of an appropriate class, the Executive Director may authorize a temporary class and appropriate salary for a period of up to six months.

### **3.09 Reallocation**

Whenever it is determined by the Executive Director that a position does not properly belong in the class to which it has been allocated such positions shall be reallocated to an appropriate class in the classification plan, or if the plan does not contain an appropriate class, the position shall be reclassified and a new class established, and the position shall be reallocated to the new class.

### **3.10 Status of Incumbents in Reallocated Positions**

When a position is reallocated to another class, the status of the incumbent in such positions in the new class shall be determined in accordance with the provisions contained in these rules governing classification



### **3.11 Appeals**

Any employee may appeal the allocation or reallocation of his/her position and shall be given the opportunity to be heard by the Executive Director or designee.

## **CHAPTER 4 – APPLICATIONS, EXAMINATIONS, AND ELIGIBILITY LISTS**

### **POLICY**

The Livermore Housing Authority (LHA) is committed to ensuring that all appointments will be based on merit and ability and to actively recruiting from all segments of the community it serves and to achieving a qualified workforce that reflects the diversity of our clients and residents. The LHA will also strive to promote its qualified employees to the highest extent possible. For purposes of this policy, a resident of public housing is any person whose name is on the lease of a public housing residential unit or a person covered by a Housing Choice Voucher (Section 8) certificate.

The LHA will not show preferential treatment to relatives of employees in the selection process, nor will relatives be automatically excluded from employment or advancement. The LHA will not appoint or place a person into a position that is supervised by an employee who is related to that person by blood or marriage. No supervisor will rate or attempt to make or influence any employment or monetary decision for anyone related to him/her by blood or marriage.

All examinations shall be competitive and shall be designed to determine the qualifications, fitness, and ability of competitors to perform the duties of the class for which the examination is being given. Examinations may be written, oral, performance, physical, or a combination thereof.

### **RULES AND PROCEDURES**

#### **4.01 Job Announcements**

All examinations for classes in the classified service shall be publicized by such methods as posting announcements at the Livermore Housing Authority on official bulletin boards and in such other places as the Executive Director deems as advisable and is standard in the industry to attract sufficient numbers of qualified candidates to compete in examinations and to assure that LHA employees and the public are generally informed of such examinations. Examination announcements shall specify the title, pay rate, nature of the work, education, training, licenses or certifications required, preparation or qualifications needed to perform the work, time, place and the manner of making application, the probationary period and other pertinent information.

4.01.1 All examinations shall be scheduled, prepared, and administered under the direction of the Executive Director or his/her designee. He/she may secure the assistance of persons of recognized subject matter expertise in a given field to assist in the preparation or conduct of examinations, in the review of examination questions and keys, or in the correction of essay questions, or he/she may contract with public or private professional agencies for such service.

4.01.2 The subject matter portion of an examination may consist of written, oral, performance, or physical tests, or any combination thereof, and may include any test of knowledge, skill, capacity, intelligence, aptitude, or of any other factor which in the opinion of the Executive Director will not screen out or tend to screen out an individual with a disability or a class of individuals with disabilities, on the basis of disability, unless the standard, test, or other selection criteria, is shown to be job-

related for the position in question and is consistent with business necessity. Where possession of a license or certificate, issued following appropriate examination by a legally approved body, is a requirement for the class, the Executive Director may order that possession of such license or certificate shall qualify applicants in the subject matter portion of the examination for such class and shall so specify on the examination announcement.

#### **4.02 Form of Applications**

Any individual may apply to take an examination by filing a prescribed form on which he/she states that he/she meets the announced requirements for such examination and that he/she understands that he/she will be eliminated at any stage in such examination if it develops that in fact he/she does not meet the announced requirements. Applications shall be made on forms prescribed by the Human Resources Office and approved by the Executive Director and shall require information covering training, experience, and other pertinent information. Each application must be complete and signed by the person applying.

This form must be filed at the office of the LHA on or before the closing date specified in the examination announcement, except that when a sufficient number of applications have not been received up to the closing date, the Department Manager may accept applications in the period between the closing date and the scheduled date of the examination. Otherwise applications filed after the closing date may be accepted only on approval of the Executive Director.

In a promotional examination, the preliminary forms shall be checked against personnel records, and any applicant who does not meet the announced requirements shall be disqualified in advance.

Each applicant who has filed for an examination shall be notified of the date, time, and place of such examination, or part thereof.

#### **4.03 Disqualification**

The Human Resources Office may reject an application, which indicates that the applicant does not possess sufficient qualifications required for the position. An application may also be rejected or the applicant may be disqualified from the examination if the application is incomplete, not filed within the specified time in the notice of examination, not filed on the specified form, or if the application indicates facts showing that the applicant is physically or psychologically unable to perform the job applied for and no reasonable accommodation can be made for such disability; uses illegal drugs; or has made any false statement of a material fact, or practiced any deception or fraud in an application.

#### **4.04 Disqualification for Criminal Conduct**

A conviction of a felony, is grounds for disqualification of an applicant; provided, however, there is a nexus between the nature of the job duties and the conviction, or the appointing authority may disregard the conviction if it is determined that mitigating circumstances exist. In making the determination, the appointing authority shall consider the following factors:

- a. the classification, including sensitivity, to which the person is applying or being certified and whether the position classification is unrelated to the conviction;
- b. the nature and seriousness of the offense;
- c. the circumstances surrounding the conviction;
- d. the length of time elapsed since the conviction;
- e. the age of the person at the time of conviction;
- f. the presence of absence of rehabilitation or efforts at rehabilitation;
- g. contributing social or environmental conditions.

An applicant who is disqualified for employment under this section may appeal the determination of disqualification. The appeal shall be in writing and filed with the Executive Director within ten days of the date of the notice of disqualification. The Executive Director or his/her designee shall hear and determine the appeal within 90 days after it is filed. The determination of the Executive Director is final.

#### **4.05 Notice of Rejection**

Whenever an application is rejected, the applicant shall be notified in writing and advised of the reason for rejection. The Executive Director may reject an application or disqualify an applicant at any stage of the examination process, or may remove an eligible from an employment list for any of the following reasons:

- A. Failure to meet minimum requirements as stated in the official announcement;
- B. Failure to meet any other published requirements for the position;
- C. Making false statements in the employment application or any other document filed with the LHA;
- D. A familial relationship, as specified in Chapter 24, by blood or marriage, with any current employee of the LHA or any member of the Housing Commission.
- E. Failure of a non-LHA candidate to receive a satisfactory reference from previous employer(s).

#### **4.06 Examination Process**

The selection techniques used in the examination process shall be impartial and relate to those subjects which, in the opinion of the Human Resources Office after consultation with the Department Manager, fairly measure the relative capacities of the persons examined to execute the duties and responsibilities of the class in which they seek to be appointed. Examinations shall consist of selection techniques that attempt to test fairly the qualifications of the candidates such

as, but not necessarily limited to, written tests, personal oral interviews, performance, physical agility, or any combination thereof. Medical tests, reference checks, and the probationary period are considered an extension of and a part of the examination process.

#### **4.07 Types of Examinations**

The types of tests or examinations administered shall be determined by the, Human Resources as the needs of the Livermore Housing Authority dictate.

- A. Each examination shall include an interview to appraise the personal qualifications of candidates. For the purpose of limiting the oral examinations to those deemed most qualified, the interview may be limited to those candidates successfully completing a subject matter test or performance test or review of applications or other procedures or combinations thereof for evaluating qualifications. In such event, the final rating received by the candidate in said procedure may or may not be weighted with the rating received in the oral portion of the examination in determining his/her final rating. Failure to report for the interview shall eliminate a candidate from the examination.

Should the LHA employees be among the candidates to be interviewed, no more than one other LHA employee shall be a rating member of the interview panel.

- B. When education, training and experience or any combination thereof are weighted separately as a part of an examination, procedures shall be developed to evaluate the quality, recent experience, and amount of experience and the pertinence of and satisfactory completion of education and training.

#### **4.08 Scoring of Examination/Ratings**

The Human Resources Office shall establish the scoring method for any test and the minimum rating for qualifying on an examination, or any part of it thereof. The failure of a candidate on an examination, or any part of it, is grounds for the candidate's failure and disqualification from further parts of that examination.

In order to qualify in an examination, candidates must attain a rating of at least 70% in the subject matter portion and a final rating of at least 70% in the total examination. The Executive Director, or designee may set a minimum qualifying rating for each different subject matter test or for other parts of an examination and candidates failing to achieve such ratings shall be eliminated from participating in the remaining tests or parts of such examination, or if they have already participated, they need not be rated. When in scoring the examination of a candidate, it becomes evident that he/she would receive a rating less than the minimum required to qualify, such candidate shall be eliminated at that point and the scoring of the remaining parts of his/her examination need not be completed. In converting raw scores to percentage ratings, scores below the passing score need not be converted.

The Executive Director may limit the maximum number of qualified persons who shall constitute an eligible list, or who shall be permitted to compete in any of the separately weighted parts of an examination, and such persons shall be those individuals scoring the highest in the total

examination or separately weighted part thereof, as the case may be.

#### **4.09 Notification of Examination Results**

Each candidate in an examination shall be given notice of the result of his/her success or disqualification in each examination and, if he/she has qualified for a place on the eligible list. Such notice shall state his/her rating and relative standing on the list except that when candidates are eliminated in an earlier stage of the examination process as provided in Section 4.05 they may be notified of their failure to qualify at an earlier date.

#### **4.10 Establishment of Eligibility Lists**

After completion of an examination, the Human Resources Office shall prepare and keep available an eligibility list consisting of the names of candidates who qualified in the examination. Names shall be listed by final examination score, tie scores given equal ranking, or alphabetically if the examination was qualifying only. Rule of the List shall apply.

#### **4.11 Eligible List Effective Date**

Eligible lists shall become effective upon the promulgation of the list by Human Resources.

#### **4.12 Duration of Lists**

Upon certification by the Human Resources Office, an eligibility list remains in effect for one year unless exhausted or abolished. The Department Manager, after consultation with Human Resources and approval of the Executive Director, may extend a list for a period up to six months.

The Human Resources Office may abolish a list for reasons consistent with principles of merit or the needs of the Livermore Housing Authority when there are fewer than three qualified and available eligible people or when a new list is established.

#### **4.13 Examination Inspection Period**

Each candidate may inspect the examination key, where one exists, in the Human Resources Office of the Authority within five working days of the examination except that copyrighted or standardized tests shall not be inspected. Within the inspection period, a candidate may file an appeal for review of the items or part of the examination he or she questions, giving reasons and citing authorities to support them. No score shall be promulgated until such appeal has been decided.

Each candidate may inspect his/her own examination papers in the Human Resources Office of the Housing Authority at any time within ten (10) days from the mailing date of notices in the examination, except that copyrighted or standardized tests shall not be inspected.

#### **4.14 Interview Records Confidential**

Each candidate is entitled to know the score he/she attained in the interview portion of an examination during the inspection period provided by Section 4.12. Records of the interview, other than the overall score, particularly statements of the opinions of the individual interviewers regarding the qualifications of the candidate upon which the ratings given by such interviewers are based, are confidential and shall not be revealed to anyone other than the Executive Director or staff members directly concerned with the examination.

#### **4.15 Appeal for Review of Rating**

If a candidate has been disqualified in the oral part of an examination and believes that such action was the result of irregular interview procedures, he/she may make a written appeal, giving particulars of such irregularities for review by the Executive Director, or designee. Also, an appeal of disqualification in the written part of an examination may be made only on grounds of irregularity or clerical error. Any appeal shall specify the grounds upon which it is made and must be received by Human Resources within ten (10) days of the mailing of the notices of examination results.

#### **4.16 Revision of Ratings**

When an appeal is upheld, the appellant's standing shall be revised accordingly and if the appeal discloses errors that affect the standing of other candidates, they shall also be revised. When the relative standing of eligible changes as a result of such revisions, their places on the eligible list shall be changed accordingly but appointments previously made from such list shall not be affected thereby.

#### **4.17 Promotional Examinations**

All promotional examinations shall be competitive and shall be conducted in the same manner as open examinations except that admission to a promotional examination shall be restricted to persons in the employ of the LHA who have served at least six months following regular appointment and who meet the published requirements for the examination. The Executive Director or designee, determines whether an examination shall be held on a promotional or open basis consistent with past practice and standards in the industry.

#### **4.18 Disposition of Papers and Records**

Prescribed application forms of persons who fail to appear for the written test and examination records of candidates who fail to qualify in the written test shall be destroyed at any time after two (2) years from the date of promulgation of the eligible list. Examination records of candidates who qualify in an examination shall be retained during the life of the eligible list or for two (2) years, whichever is longer, and the examination records of each appointee shall be filed in his/her permanent personnel folder.

#### **4.19 Removal of Names**

The name of an eligible may be removed or withheld from certification from an employment list

for any of the following reasons:

- A. Acceptance by an eligible of a regular appointment from such list;
- B. Acceptance by an eligible of a regular appointment from a list for another class at the same or higher salary as provided hereinafter;
- C. Failure of an eligible to respond to written communication as required hereinafter;
- D. Refusal by an eligible of two offers of regular appointment to a class as provided hereinafter;
- E. Receipt of evidence that the eligible cannot be located by the postal authorities at his/her last known address as provided hereinafter;
- F. Failure of an eligible to report to work on the date agreed upon at the time of his/her appointment, when no suitable explanation thereof has been received;
- G. Separation from the LHA service as provided hereinafter;
- H. On receipt of written request from an eligible that his/her name be withheld as provided hereinafter;
- I. For any cause specified in Section 4.05, or for any other justifiable cause or reason which in the judgment of the Executive Director warrants such action;
- J. Previous separation from the LHA service during his/her probationary period or as provided hereinafter.



## CHAPTER 5 – METHOD OF FILLING VACANCIES

### POLICY

All vacancies in the classified service shall be filled by transfer, demotion, re-employment, reinstatement, or appointment from an eligible list certified by the Executive Director or designee. In the absence of persons eligible for appointment as described above, temporary/provisional or emergency appointments may be made in accordance with these Rules.

### RULES AND PROCEDURES

#### 5.01 Appointments

The appointing authority shall make appointments from among those certified and the person to be appointed shall be notified by the Human Resources Office. The person accepting the appointment shall report for duty within the time period prescribed in the job offer. If the applicant accepts the appointment and reports for duty as prescribed, the applicant shall be deemed to be appointed. Otherwise, the applicant shall be deemed to have declined the appointment.

##### 5.01.1 U. S. Citizenship

All prospective applicants who are citizens of the United States are eligible for employment consideration by the LHA. Applicants with permanent resident-alien status, or who have work visas covering the term of their employment may also be considered for employment. During new hire on-boarding, the prospective employee will be required to provide proof of citizenship or a legal right to work in United States. Any applicant who fails to provide proof of citizenship or eligibility to work in the United States through the timely completion of the Form I-9 will be disqualified immediately.

##### 5.01.2 Fitness for Duty

All employees must be medically and physically capable of performing the essential duties and responsibilities of the class to which they are hired and in accordance with the provisions of the Americans with Disabilities Act. The LHA reserves the right to have prospective and existing employees submit to a “fitness for duty” medical examination.

##### 5.01.3 Reference Checks

Reference checks will be conducted on all applicants selected for hire by the LHA. Preferably, at least two (2) of the references will be former supervisors of the candidate. Information gathered through the reference checks that indicate misrepresentation of skills, work history, educational background, or a record of misconduct or poor performance will normally result in the withdrawal of any conditional employment offer.

##### 5.01.4 Licenses, Certificates, or Degrees

When a specific license, certificate, or degree is required for the class, or claimed by the applicant (whether or not required by the position), the applicant will be required to provide proof of its existence. Copies of documents submitted as proof will be kept in the employee's personnel file. Additionally, the LHA will independently verify all degrees and credentials claimed.

#### 5.01.5 Employment Offers

The LHA makes no commitment or guarantees of employment for any specific duration. No one is guaranteed continued employment. All employment offers will be made only by the Human Resources Office after consultation with the Department Manager and receipt of all required approvals. Employment offers must be made in writing and no one will begin work until the acceptance of such offer is confirmed in writing and all requirements have been satisfied, e.g., tests, drug and alcohol tests, criminal background checks, credentials and reference checks, and the employee has processed through Human Resources. The applicant will have three (3) business days to either accept or reject the employment offer.

### **5.02 Request to Fill Vacant Positions**

Whenever a vacancy to a position needs to be filled, the Department Manager shall notify the Executive Director by completing a hiring requisition requesting the names of eligible candidates from the appropriate employment lists; or if no list is available, for authority to fill the vacancy by provisional appointment, or for authority to make appointment by transfer, voluntary demotion, reinstatement after resignation. Regardless of the method by which a position is to be filled the requisition shall be completely filled out and submitted to Human Resources as far in advance of the anticipated need as possible.

### **5.03 Certification of Names**

The Human Resources Office will advise the Department Manager of requests for transfer, demotions, reinstatement, or the availability of eligible candidates. The Department Manager shall fill the vacancy in accordance with the order established for filling vacancies in these rules. All persons whose names are on a certified eligibility list are eligible for appointment. Whenever there are fewer than three names on an open or promotional eligibility list willing to accept appointment, the Department Manager may make an appointment from among such eligible candidates or may request Human Resources to establish a new list. When the promotional list has less than three names, Human Resources may certify two (2) additional names from the open eligible list.

An eligible person on a re-employment list shall be considered before an eligible person from an open list or an individual requesting reinstatement.

### **5.04 Types of Appointments**

The types of appointments are also defined in the Definitions section, Chapter 2. They include:

- A. Regular
- B. Temporary
- C. Limited Duration
- D. Special Funded
- E. Provisional
- F. Emergency
- G. Voluntary Demotion
- H. Reinstatement
- I. Reemployment
- J. Transfer
- K. Out-Of-Class

For temporary, limited duration, special funded, provisional or emergency appointments, no special credit is allowed for service rendered in meeting qualifications or in the taking of any test. Credit for service served in such appointments does not apply to a subsequent regular appointment.

#### **5.05 Regular (Permanent) Appointment**

An appointment from a reemployment list or from an open or promotional eligible list to a position that has been created for an indefinite period of time is a regular appointment that will become permanent after satisfactory completion of a probationary period.

#### **5.06 Temporary Appointment**

An appointment is temporary when it is for the duration of a leave of absence or it is authorized for a period not to exceed 1,000 hours in any one fiscal year. Service under temporary appointment shall not confer on the appointee any credit toward a probationary period. A temporarily appointed employee shall not be eligible to take promotional examinations and shall not gain tenure in the position. Temporary employees are ineligible for benefits, except that if a temporary employee is appointed to a position expected to last for six (6) months or longer.

#### **5.07 Provisional Appointment**

When fewer than three eligible candidates are available for appointment and the Executive Director decides not to appoint one of those available, or when there is no employment list for the class, the Executive Director may authorize a provisional appointment pending the establishment of a list. Any person to be appointed provisionally must meet the published minimum

qualifications and the general health and other standards for the class of employment unless approval for a waiver of those qualifications or standards has been obtained prior to the appointment. A provisional appointment shall not be made unless the person to be approved has filed a full application with the LHA's Human Resources Office and the tentative approval of the Executive Director has been obtained for the appointment. A provisional appointment shall not continue longer than thirty days from the date an employment list is established for the class, unless approved by the Executive Director and the reason is clearly documented.

Service under provisional appointment shall not confer on the person appointed any credit toward a probationary period. A provisionally appointed employee shall not be eligible to take promotional examinations and shall not gain tenure in the position.

### **5.08 Emergency Appointment**

An emergency appointment is made by the Executive Director without recourse to an eligible list under conditions necessitating immediate action. The requesting department shall certify that the emergency appointment is necessary to prevent stoppage of public business or because of extraordinary exigency.

An emergency appointment shall not continue longer than six months and two successive emergency appointments shall not be made to the same position. The Executive Director shall notify the Personnel Committee as soon as possible whenever an emergency appointment is made. Service in an emergency appointment shall not confer upon the appointee any credit toward a probationary period or any of the privileges or rights conferred on regularly appointed or tenured employees.

### **5.09 Reemployment**

Whenever a vacancy occurs in a class for which there is a preferred list, the first person on such list shall be entitled to reemployment in the vacancy with full tenure rights and privileges.

### **5.10 Transfer**

An appointment by transfer is the appointment of the incumbent to a position in the same or equivalent class i.e., duties, salary and minimum qualifications designated as appropriate by the Executive Director. Each transfer appointment is subject to the written consent of the appointee and the Executive Director. A transfer appointee who has completed the required probationary period for the position from which he/she has transferred is not required to serve another probationary period. A probationary employee who is transferred shall be required to serve out the remainder of his or her probation period.

### **5.11 Voluntary Demotion**

An appointment by voluntary demotion is the appointment of the incumbent to a position, at his/her own request, to a position in a lower class. Each such request shall be approved by the Executive Director. A demoted appointee who has completed the required probationary period in the position

from which he/she has taken demotion is not required to serve another probationary period. A probationary employee who is demoted shall be required to serve out the remainder of his or her probation period. An employee who has taken voluntary demotion may be reinstated in a position in the class from which he/she was voluntarily demoted.

### **5.12 Reinstatement Following Resignation**

On the approval of the Executive Director, a regularly appointed employee who resigned in good standing may, within one year after the effective date of his/her resignation, be reinstated in a position in the class from which he/she resigned or in a position in another class for which he/she may be eligible. Appointments by reinstatement following resignation are subject to the probationary period established for the class.

An employee reinstated to the same class or an equivalent class starts at the same salary step in the pay schedule in effect at the time of resignation. An employee reinstated to a lower class shall be entitled to credit for the period of service in the higher class when determining his or her salary step.

### **5.13 Limited Duration/Project Appointment**

A limited duration/project appointment is an appointment of an applicant, by the Executive Director, to a part-time position for a specified period, not to exceed 18 months. Appointments may be extended, but no appointee shall serve more than 18 months as a project employee with the Housing Authority. A project appointment may be made without use of an employment list. Any person appointed on a project basis must meet the published minimum qualifications of the class for employment. An employee appointed on a project basis shall not gain tenure in his/her position and shall not have promotional or transfer rights. Service in a position on a project basis shall not convey on the appointee credit towards a probationary period.

### **5.14 Out of Class Assignment**

An out-of-class assignment shall occur when a regularly appointed employee is temporarily assigned the full scope of duties and responsibilities of a higher classification for a specific amount of time. Salaried and hourly employees on an out-of-class assignment must perform the duties of a higher-paying position for a minimum of 2 consecutive work weeks to be eligible for compensation for the higher-paying duties. If the assignment continues beyond 30 consecutive days, the employee will be compensated from the first day of the assignment.

Out of class assignments are limited to 9 months, unless extended by the Executive Director or designee. The employee assigned to an out-of-class assignment shall receive the step associated with the higher paying title which provides an increase closest to but not less than the equivalent of one (1) salary step over his or her primary rate of pay, not to exceed the maximum, nor less than the minimum pay rate of the higher-paying title, while performing out-of-class duties. All out-of-class assignments shall be made in writing by the Department Director and approved by the Executive Director or designee and state the reason for the assignment, anticipated duration, and reasons why other administrative alternatives are not feasible. An out-of-class assignment may be

terminated prior to the anticipated duration by notifying the employee in writing.

## **CHAPTER 6 – PROBATIONARY PERIOD**

### **POLICY**

It is the intent of the Livermore Housing Authority to ensure that all employees possess the requisite knowledge, skills and abilities of the appointed classification. The probationary period is an extension of the examination and recruitment process. Managers and supervisors shall use the probationary period to evaluate the employee's capabilities and developmental needs to ensure the LHA retains only employees who satisfactorily carry out their duties and responsibilities.

### **RULES AND PROCEDURES**

#### **6.01 General**

Each original appointment and promotion is tentative and subject to a probationary period. The Livermore Housing Authority shall provide a period of probation for each classification as identified in the position classification plan/salary schedule. Probation for non-supervisory classifications shall be no less than six (6) months; analytical and supervisory classifications shall serve a probationary period of no less than twelve (12) months.

The Department Manager or Human Resources Office may change a probationary period for an employee whenever a probationer is absent on leave without pay from his/her position, the period of probation shall be increased by total time of such absence. The probationary period may be extended for up to an additional 26 weeks by notifying the employee in writing before the end of the initial probationary period.

#### **6.02 Objective of Probationary Period**

The probationary period is regarded as part of the selection process and is utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to the position, and for his/her separation if such performance does not meet the work standards for the class, or if his/her conduct, moral responsibility, or integrity is found to be unsatisfactory.

#### **6.03 Probation Evaluation**

The Manager of a probationary employee should complete an evaluation for a 6-month probation at the 2<sup>nd</sup> and 4<sup>th</sup> month intervals, and then a final before the end of the probationary period. For a 12-month probation, evaluations should be completed at the 3<sup>rd</sup>, 6<sup>th</sup> and 9<sup>th</sup> month intervals, and then a final evaluation before the end of the probationary period. The Human Resources Office shall notify the Department Manager before the end of any probationary period. The Department Manager shall then file with Human Resources office a written recommendation stating whether the employee should be retained, have the probationary period extended or be terminated. The Department Manager shall first submit the recommendation to the Executive Director for his or her review prior to rejecting a management employee on probation.

#### **6.04 Probationary Rejection**

During the probationary period, an employee may be rejected at any time without cause and without the right to appeal; unless he/she alleges that his/her dismissal was due to his/her race, religion, national origin, sex, political affiliation, or other protected status. The employee is entitled to Notice of Rejection and an opportunity to respond before the action becomes final or within ten (10) calendar days after notification. Management should utilize the probationary period as the working test period of fitness to perform the duties of the job and meet the standards of performance.

A probationary employee should receive periodic counsel regarding their job performance during the probationary period. Such counseling should be documented by the supervisor in a memo to the supervisor's file. If an employee has not met satisfactory performance standards in all areas by the end of the 4<sup>th</sup> or 9<sup>th</sup> month of probation, management should make a decision regarding the retention of the employee. The Executive Director may authorize extension of the probationary period if additional time is needed. If termination is appropriate, management should initiate the termination process as soon as practical. The Human Resources Office or the Department Manager shall notify the affected employee in writing.

#### **6.05 Rejection During Probation Following Promotion**

An employee rejected during the probationary period following a promotional appointment shall be reinstated to the position (or a like position) from which promoted unless discharged in the manner provided in these rules. If no vacancy exists in such position or like-position, the employee may request to be placed on a re-employment list.

#### **6.06 Status Upon Completion of Probationary Period**

An employee who satisfactorily completes the period of probation for the class to which he/she was regularly appointed, shall be considered to have tenure in his/her employment in such class.



## **CHAPTER 7 – EMPLOYEE EVALUATIONS AND PERSONNEL RECORDS**

### **POLICY**

The Livermore Housing Authority (LHA) recognizes that a well-trained workforce is vital to its successful operation. It is the policy of the LHA that all employees, including the Executive Director, receive periodic, but at least annual, written evaluations of their performance, and more frequently if a performance deficiency has been identified. Managers and supervisors will make effective use of the probationary period appraisal to ensure the LHA retains only qualified and capable employees. The LHA will use an employee's performance appraisal for the purpose of evaluating performance in an objective, consistent, and uniform manner. Annual evaluations will be conducted on temporary employees who have worked longer than six (6) months.

### **RULES AND PROCEDURES**

#### **7.01 Purpose**

The evaluation process is to define the responsibilities of the employee, to communicate with the employee regarding job standards and performance, and to document those activities. Each department shall measure and record the employee's performance, identify strengths and weaknesses, specify courses of action for correction and improvement, and note the evaluation is also responsible for promptly informing an employee of deficiencies in performance and identifying areas of improvement. Notices of superior performance shall also be promptly provided.

Each probationary employee shall have her or his performance evaluation at the end of each six months of service, or at more frequent intervals, as necessary. The evaluation of each regular employee occurs at one-year intervals, or more often if necessary. The evaluation of other employees occurs at intervals established by the Department Manager.

#### **7.02 Standards and Reporting**

The Livermore Housing Authority (LHA) shall establish and maintain standards of performance for authorized classes of employment for the purpose of measuring job performance as objectively as possible. The evaluation should include the measurement of both the quality and quantity of work, the manner in which the services are rendered, the observance of regulations and procedures, the understanding of how the employee is a part of the organization, the responsibilities to the job, the department, and Livermore Housing Authority, and other relevant factors. The evaluation should also take into account length of service; performance record; additional training and efforts at self-improvement; attitude toward job; personal conduct; conscientious attendance; safety alertness; continued improvement and growth in the position; efficient and effective service; and other factors of individual achievement as appropriate to the particular position.

The evaluation shall be reported in writing to and in a form approved by the Executive Director and the Human Resources Office. Each evaluation shall be signed by the Department Manager and

the Executive Director. The employee shall also sign in acknowledgement that the evaluation has been reviewed with her or him, and that the employee received a copy.

A performance evaluation is not subject to appeal, but the employee is allowed to respond in writing to an evaluation he/she does not agree with, and have the response attached to the evaluation and placed in the personnel file. If the employee refuses to sign the appraisal, the supervisor should note on the employee signature line, "Employee refused to sign".

### **7.03 Poor Performance versus Misconduct**

Generally, performance issues are categorized as either poor performance or misconduct and corrective feedback and adverse actions can be based on either. Poor performance is displayed when employees complete the job requirements in a substandard way or complete some particular aspect of the job poorly. Performance problems require "progressive discipline." This means that the employee is given notice of the deficiency, training, and the opportunity to improve the performance problem. Misconduct, however, does not always require progressive discipline.

Misconduct means the employee does something that is contrary to the nature of the job or LHA policies, rules or procedures. Threatening violence against a coworker, stealing and dishonesty are examples of misconduct. The LHA can take adverse action against an employee who engages in these behaviors immediately without engaging in the corrective phase or progressive discipline.

### **7.04 Personnel Record**

The Human Resources Office shall maintain a service record for each employee of the Livermore Housing Authority, showing the name, job classification, department to which assigned, salary, changes in employment status, address and phone number and such other information as determined necessary.

### **7.05 Official Personnel File**

There shall only be one Official Personnel File which shall be retained in the Human Resources Office. The official personnel file contains all official records of the employee's personnel history with the LHA, including applications for appointment and promotion, performance evaluations, employee transaction forms, formal disciplinary actions and other related documents. Medical records are not retained in the Official Personnel File and must be maintained separately by the Human Resources Office, in accordance with existing law.

No material of any kind shall be placed in an employee's official personnel file after the date of employment without a copy being given to the employee. Documents submitted by the employee to his/her personnel file must be relevant to the employment history and are subject to approval for inclusion by the Executive Director. Employees have a right to inspect their official personnel file in the Human Resources Office during normal business hours, as provided by law. Employees may be required to make an appointment to view their personnel file.

Personnel files are confidential and access to the official personnel files is limited to Human

Resources Office and the Executive Director who have a legitimate business need to review the material contained therein. The employee's department director, division manager and/or immediate supervisor may also review the employee's Official Personnel File in the Human Resources Office.

The confidentiality of the employee's official Personnel File is maintained except when legal requirements force the LHA to disclose some or all of the information contained in the official personnel file, such as in response to a subpoena duces tecum, which can require the release of the entire record, or, under the California Public Records Act, where an employee's current salary and work history, may be subject to disclosure.

The personnel file contains the name, address, telephone number, marital status, number of dependents, beneficiaries, education, job classification, employment history and current status, employee evaluations and other pertinent information. Each Department Manager shall report to the Human Resource Office each appointment, transfer, promotion, demotion, change in salary, resignation, disciplinary action, any other temporary or permanent change in status of employment.

#### **7.06 Employee's Access to Personnel File**

An employee may inspect his or her personnel files at any reasonable time, except that the employee may not inspect documents relating to the investigation of a possible criminal offense, to letters of reference, or to pre-employment records.

#### **7.07 Notification by Employee**

Each employee shall within two working days notify the Department Manager and the Human Resources Office of any change of address, telephone number, marital status, group life insurance beneficiary, and number of dependents, education, and the suspension, loss or non-renewal of a required license. Employees are required to provide timely notice of changes regarding health benefit coverage and dependents covered by health benefits in compliance with COBRA and CAL COBRA requirements, and the California Public Employees Retirement System (CalPERS) regulations.

#### **7.08 Confidentiality**

All personnel records shall be maintained in a manner, which will preserve their confidentiality. The Executive Director, the Human Resources Office, or their designees, have access to all departmental records and documents pertaining to employees for Livermore Housing Authority business purposes. They may release records to managers, consultants, or government agencies with a legitimate business reason for the information.

## **CHAPTER 8 – PERSONNEL ACTIONS**

(Promotion, Demotion, Suspension, Rejection, Discharge, Termination, Reinstatement, Resignation, Retirement, Layoff)

### **POLICY**

The Livermore Housing Authority (LHA) shall strive to ensure that employment transactions are promptly and accurately documented in the employee's Official Personnel Folder. After employment, an employee may have numerous employment transactions that impact their employment as they change classifications. Department Managers will consult with Human Resources or Deputy Executive Director to ensure that the employment transaction is consistent with good human resources practices, policies and procedures and which allow the LHA to meet its operational needs.

### **RULES AND PROCEDURES**

#### **8.01 Scope; Disciplinary Actions**

This chapter outlines the personnel actions, which apply to employees after employment.

Criteria to be considered in issuing discipline shall include but not be limited to the severity of the offense, number of previous offenses and actions, effectiveness of previous discipline, and the general concept of progressive discipline unless more severe action is necessary.

When any personnel action is taken for disciplinary reasons, the Department Manager shall follow the disciplinary action procedures set forth in Chapter 13. A Department Manager shall confer with the Human Resources Office and/or Deputy Executive Director before taking any such action and shall promptly report the action to the Executive Director.

#### **8.02 Promotion**

- A. A vacancy in the classified service may be filled by promotion from within, after a promotional examination has been given a promotional eligibility list established; or
- B. If the Department Manager determines that a vacancy in a class could be better filled by an open competitive, rather than a promotional examination, an open competitive examination shall be given and the eligibility list so established will be used to fill the vacancy.
- C. An employee rejected during or at the end of the probationary period following promotion shall be demoted to a position in the position classification and the salary from which promoted, unless discharged for disciplinary reasons. If no vacancy exists in such a position, the employee may request to be placed on a re-employment list.

#### **8.03 Demotion**

- A. A Department Manager may demote an employee whose ability to perform the required duties for the position falls below required standards, or for disciplinary purposes. (See Chapter 13, Disciplinary Action.) Notice shall be provided to the employee which includes an effective date and filed with the Human Resources Office. Upon request of the employee, with consent of the Department Manager, a voluntary demotion may be made to a vacant position. A probationary period is required unless the employee has previously completed a probationary period in that class.

Demotion from one class to a lower class shall not be made when the employee does not possess the minimum qualifications of the lower class.

- B. An employee promoted from a classified service position to an unclassified service position may request and, upon approval of the Department Manager, be returned to a vacant position in any class the employee previously held and for which the employee meets the minimum qualifications.

#### **8.04 Suspension**

Suspension may be with or without pay, for disciplinary purposes or pending investigation of charges. A Department Manager may suspend an employee for up to five days. A Department Manager may suspend an employee for a longer period of time with the approval of the Executive Director. Suspension without pay shall be made in conformance with Chapter 13 of these rules. Suspension of FLSA exempt employees shall be in accordance with FLSA rules governing exempt employees.

#### **8.05 Rejection, Discharge, or Termination**

- A. Rejection. A Department Manager may reject a person on probation at any time without right of appeal. Notification of rejection in writing shall be served on the probationer, and a copy filed with the Human Resources Office. (See Chapter 6, Probationary Period.)
- B. Discharge for Cause. A Department Manager, with approval of the Executive Director or Deputy Executive Director, may discharge an employee in her or his department for cause. The Department Manager shall notify the employee in writing and the discharge is effective on the date set by the Department Manager. (See Chapter 13, Disciplinary Action.)
- C. Termination: Regular Employee. A Department Manager, with approval of the Executive Director or Deputy Executive Director, may terminate a regular employee in her or his department when the employee is no longer able to satisfactorily perform or carryout the duties of the position. The Department Manager shall notify the employee in writing of the termination and its effective date.
- D. Termination: Other Employee: A Department Manager, with approval of the Executive Director or Deputy Executive Director, may terminate an employee (other than a regular employee) by notifying the employee in writing of the termination and its effective date.

## **8.06 Resignation**

An employee wishing to leave the service in good standing shall file a written resignation stating the effective date, reason for leaving and any other information the employee wishes to include. The written resignation must be submitted at least two weeks in advance for the employee to be considered to have resigned in good standing, unless the failure to submit advanced notice was beyond the reasonable control of the employee.

The failure of an employee to resign in good standing is entered in the employee's personnel record and may be cause for denying future employment with the Livermore Housing Authority.

Upon the employee's submittal of a written or verbal notice of resignation to the Department Manager, the, Human Resources Office or the Executive Director, the action of the employee may not be rescinded without the approval of the Executive Director, whose decision is final.

## **8.07 Reinstatement**

A regular employee who had resigned with a good record may, within one year of the effective date of resignation, apply and be considered for appointment or a vacant position of the same or comparable class as was vacated. Upon reinstatement, the employee is subject to the probationary period required for the class. No credit for former employment is granted in computing vacation, sick leave, other benefits, or prior service credit. An employee being reinstated shall be credited with prior service time for purposes of determining departmental seniority and shall be assigned the same salary step as held at the time of resignation.

## **8.08 Retirement**

Retirement shall be in accordance with the provisions of the Public Employees Retirement System (PERS), State and Federal law, and such procedures or policies as established by the Livermore Housing Authority.

## **8.09 Layoff**

(See Layoff Procedure, Chapter 9.)

## **8.10 Disciplinary Probation**

A Department Manager may place a regular employee on disciplinary probation for disciplinary purposes. The Department Manager determines the duration of disciplinary probation and the frequency of evaluations and other terms of the probation on a case-by-case basis. (See Chapter 13, Disciplinary Action.)

## **CHAPTER 9 – LAYOFF POLICY AND PROCEDURE**

### **POLICY**

All layoffs and demotions in lieu thereof resulting from reduction in force shall be made in accordance with these rules and the procedures established by the Executive Director for an orderly reduction in force.

Whenever it becomes necessary to reduce the number of employees of a department, the Executive Director shall determine the class(es) to be affected by the reduction, the number of positions by which each class shall be reduced, and the date the reduction is to take effect and shall notify the Board of Commissioners of these determinations. When specific positions within a class require special skills, knowledge, or abilities, the Executive Director may designate specialties within a class and treat such approved specialty as a separate classification for purposes of lay-off and demotion in lieu of lay-off. Employees may be laid off, transferred, or demoted without disciplinary action and without the right of appeal.

### **RULES AND PROCEDURES**

#### **9.01 Notification**

An employee being laid off shall be given at least 14-calendar days' prior notice.

Whenever possible, the employee shall be given 30-calendar days' prior notice. The Notice of Layoff shall be mailed to the employee's home address and include the business rationale for elimination of the classification/position, effective date, and if applicable other rights the employee may hold such as demotion in lieu of layoff. Employees on a leave of absence shall be notified, if impacted by the layoff.

#### **9.02 Order of Layoff**

Whenever a layoff is deemed necessary by the Executive Director, he/she shall provide lay-off instructions to Human Resources detailing the layoff procedures that will be adhered to. Layoff shall be accomplished in inverse order of total LHA service. For purposes of this Chapter, total LHA service shall be defined as the sum total of paid LHA service with regard to whether such service was continuous, full-time, less than full-time, tenured, or provisional (if prior appointment was regular full-time). All ties in service time will be resolved according to criteria established by the Executive Director, which may be established when needed.

Before any regular (permanent) employee is laid off, all employees working in affected classes under temporary, provisional, special funded, limited duration, probationary and emergency, shall be separated in the above sequence.

In each class, employees shall be laid off according to employment status in the following order: temporary, provisional, limited duration, special funded probationary, and regular. In this Chapter, probationary status means the probationary period required upon the initial employment with the Livermore Housing Authority leading to a regular position.

Temporary, provisional, special funded, limited duration, and probationary employees may be laid off according to the needs of the service as determined by the Department Manager.

### **9.03 Demotion in Lieu of Layoff**

An employee in a classification affected by a reduction in force may, in lieu of lay-off, elect to demote to a lower paying classification, provided that such employee had held tenure in the lower paying classification. When both the employee demoting and the employee in the lower paying classification class have equal total LHA service, the employee in the lower paying classification would be laid off or demoted first.

Employees exercising their right of demotion in lieu of lay-off must demote to lower paying classifications, in order of the pay levels of the classifications.

Whenever there is a reduction in force, the Department Manager shall first demote an employee to a vacancy, if any, in a lower class for which the employee who is to be laid off is qualified. All persons so demoted shall have their names placed on a re-employment list for the classification from which they were demoted for a period of one year, to enable the person to regain their position if circumstances change.

### **9.04 Seniority and Bumping Rights**

An employee affected by layoff has the right to displace an employee in the same department who has less seniority in a lower class in the same class series, or in a lower classification in which the affected employee once had permanent status. In order to bump to a lower or similar class, an employee must have more seniority than at least one of the incumbents in the bump class and request displacement action in writing to the Department Manager within five (5) working days of receipt of notice of layoff.

An employee bumping to a lower or similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off, nor shall it exceed the salary of the class to which he/she was placed.

An employee bumping to a lower or similar class shall serve a probationary period in the new class unless the employee has previously successfully completed a probationary period in the class or a class in the class series.

Seniority includes time accrued in regular full-time and regular part-time service in the classified service. In this chapter, length of service for part-time employment is calculated on a pro-rata basis. Employment in emergency, temporary, limited duration, or special funded status does not count in calculating seniority.

The Executive Director, after consultation with the Department Manager, may authorize the retention of an employee, despite that employee's position on a seniority list, if the employee is determined to have special skills or knowledge, which are required for the effective operation of a critical service.



## **9.05 Re-employment List**

The names of all regular and probationary employees laid off, including employees who elected to take demotion in lieu of layoff, shall have reemployment rights to future vacancies in such class and be placed on a re-employment list for one year, provided their performance has been satisfactory.

Re-employment lists shall take precedence over all other lists except that employees on such lists shall not have the right to displace working employees.

Failure to promptly respond to and accept a re-employment offer within seven calendar days shall result in removal from the re-employment list.

Re-employment will result in removal from the re-employment list except when re-employment is in a lower class.

## **9.06 Re-employment Benefits**

Upon appointment from the re-employment list, a former employee appointed from a re-employment list shall have the following benefits restored:

- a. Accrued but unused sick leave.
- b. Seniority at the time of layoff for vacation accrual.
- c. Compensation at the step or placement within the range in effect at the time of layoff. If re-employment is to a lower class, compensation will be set at the step or rate the employee would be entitled to in the class from which the layoff occurred.
- d. Benefits and seniority do not accrue during the period of layoff.

Re-employment is subject to the employee's ability to satisfactorily meet the standards and perform the duties of the position. The normal original probationary period for the class is required upon re-employment.

## **9.07 Separation Information**

Upon layoff, the Human Resources Office shall provide the employee information pertaining to eligible benefits such, unemployment insurance information, health benefits information, and retirement information. Employees receiving medical, dental and vision benefits may be eligible for an extension of health coverage under the Federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), and should be notified of any rights to COBRA coverage.

## **CHAPTER 10 – COMPENSATION AND ADMINISTRATION OF THE PAY PLAN**

### **POLICY**

A compensation plan or salary schedule for all positions shall be prepared. The plan/schedule shall establish a salary range or rate of pay for every class in the LHA. In arriving at such salary rates, considerations shall be given to the LHA's financial condition and policies, to internal alignment, to current costs of living, to prevailing rates of pay for comparable work in other public and in private employment, and to other relevant factors such as recruitment and retention difficulties.

### **RULES AND PROCEDURES**

#### **10.01 Compensation Plan**

A compensation plan or salary schedule includes salary and wage rates for classes of positions. The Board of Commissioners must review and approve changes in salary schedules

#### **10.02 Preparation and Adoption of the Plan/Schedule**

The Board of Commissioners, at the last Commission meeting of the fiscal year, shall adopt, or amend and adopt a salary resolution showing the compensation rates and applicable special conditions for each classification in the Housing Authority for the following fiscal year. Thereafter, no position shall be assigned a salary higher than the maximum or lower than the minimum salary provided for that class unless the salary schedule for the class is amended in the same manner as provided herein for its adoption. The Board may adopt amendments to this resolution, as needed during the course of the year. Management salaries shall be recommended to the Board by the Executive Director prior to the end of the fiscal year.

The Human Resources Office and Accounting and Finance Office shall work together to prepare the salary schedule for all classes of positions in the classified service and such other classes of positions as are authorized by the Board of Commissioners or Executive Director. The Executive Director shall submit the proposed salary schedule to the Board of Commissioners, which shall adopt the plan as submitted or amended.

#### **10.03 Administration**

The Human Resources Office shall implement the pay plan.

The Executive Director establishes pay periods and the method and time of distributing payroll in accordance with state and federal laws.

Deductions from employees' wages are made in accordance with prevailing laws, contracts, rules and regulations. Certain benefits that must be paid by the employee, such as additional life insurance, deferred compensation, and long term care insurance, can be deducted from the employee's wages then paid by LHA on the written authorization of each employee. Changes in deductions or in salary take effect during the next pay period unless otherwise authorized by the

Human Resources Office.

The Executive Director may appoint any person to a position in a class established by the Salary Schedule/Salary Resolution, and designate the definite salary rate or salary step at which such person is appointed. Upon appointment, the salary so designated is fixed as the salary of such employee for such position; provided, further, that the Executive Director may from time to time increase or decrease the salaries of persons so appointed in accordance with the salary schedule set forth in the salary resolution approved by the Board provided that the salary so fixed is within the range established for that class. Employees reinstated or reemployed after layoff shall receive a rate within the range established for the class. Transfers within the same class shall not affect an employee's salary rate. No salary increase shall be made so as to exceed the maximum rate established in the salary schedule for the class to which the employee's position is allocated.

#### **10.04 Review Dates**

The review dates for considering salary advancements corresponds to the same dates as the employee evaluations set forth in Chapter 7.

Review dates are not changed following a transfer, revision of salary ranges or reallocation of a position to another class.

#### **10.05 Initial Salary and Standards for Advancement**

Except as provided otherwise herein, all initial employment appointments shall be at the minimum of the salary range, unless the Department Manager specifically authorizes in writing appointment at a higher salary within the range.

A Department Manager must authorize salary advancements. In order to properly compensate an employee, advancement in salary is based on merit. Advancement is not automatic, but depends upon the employee evaluation of the factors set forth in Chapter 7.

Each Department Manager will establish realistic achievement levels for each step within a salary range. The Department Manager will review these achievement levels to maintain uniformity of standards and of their application throughout the department.

A Department Manager may recommend and the Executive Director may approve a salary step increase for special merit at any time when the employee demonstrates unusual or outstanding achievement. A special merit increase may not exceed the salary range.

#### **10.06 Appointment Above the First Step**

The Executive Director may authorize an initial appointment to any classification at any step in the salary range for said classification provide the request of the Executive Director demonstrates that it is in the best interest of the LHA. The criteria utilized in reviewing the request includes:

- a) Affected classification is one for which it is difficult to recruit qualified candidates; and either,

- b) Candidate has exceptional education/experience that warrants a starting salary above the first step, or
- c) Salary being requested is consistent with candidate's recent salary history or other job offers.

The Executive Director shall consider the immediacy of need for filling the position in authorizing such requests.

### **10.07 Full-Time Positions**

The anniversary date of an employee shall always be the first day of a bi-weekly pay period. For purposes of determining effective dates of advancement to higher steps, the anniversary date of a person shall be the first day of the bi-weekly pay period the appointment is effective, provided that such appointment is effective in the first five calendar days of that pay period, excluding holidays' otherwise, the anniversary date shall be the first day of the succeeding bi-weekly pay period.

After an employee completes twenty-six full bi-weekly pay periods of continuous full-time service in the same classification at the first or second step, he/she shall advance to the next step. Advancement shall occur in the same manner thereafter, until the employee has reached the maximum salary for his/her appointed classification.

### **10.08 Persons Working Less Than Full-Time**

A person working less than full-time in a position in a classification for which the compensation is designated by a schedule of steps shall advance in the same manner as provided in Section 10.07 above, provided that an equivalent number of working days or hours shall be worked to qualify for advancement within the schedule steps.

### **10.09 Salary Following Promotion, or Demotion**

When an employee is promoted to a classification with a higher salary schedule, he/she shall be entitled to receive a minimum of five percent (5%) more than the amount he/she was receiving in the former position, and shall receive a new anniversary date for salary purposes. For purposes of calculating the appropriate salary step when an employee receives a promotion, "base pay" shall include only that amount of salary identified in the salary schedule and shall exclude other related pay such as bilingual pay and overtime. The salary shall not exceed more than that assigned in the salary schedule for that classification.

When an employee is demoted, the employee is assigned to a salary step in the new class.

### **10.10 Salary Reductions and/or Transfer to Position of Lower Salary Grade**

Salary reductions may be made as a result of an employee's diminished service value, as a part of a general plan to reduce salaries and wages as an economic measure, or as part of a general

curtailment program. No reduction shall be made below the minimum rate established in the compensation plan for the class into which the reduced employee has been placed. Notice of the reduction shall be given to the employee not later than two weeks prior to the effective date of the reduction. Any employee whose salary has been reduced shall receive a written statement of the reasons for such action. Disciplinary action shall not be a basis for exercise of the rights set forth in this section.

Salary reductions which are part of a general plan to reduce salaries and wages as an economic measure or as part of a general curtailment program shall not be subject to the Y-rate and layoff policies provided in these Rules.

In the event of a transfer of an employee from one position to another, or the appointment of an employee to a position with a lower salary range, the employee shall be entitled to receive such further step increases and compensation as are provided for in Section 10.07.

### **10.11 Transfer to Position with Same Salary Schedule**

When an employee is transferred from one position to another in the same class or to another class to which the same salary range is applicable, the employee remains at the same pay step. He/she shall be entitled to receive further increases and compensation as provided in Section 10.07.

### **10.12 Revision of Salary Ranges**

When a salary range with steps for a given class is revised upward or downward, the incumbent of a position in the affected class shall have his or her salary adjusted to the same relative step in the new salary range and the review date is not changed.

### **10.13 Salary on Reclassification of Position**

If a position is classified to a level having the same maximum salary, the salary and the review date of the incumbent do not change. If a position is classified to a level that has a higher maximum salary, the salary shall be adjusted in accordance with salary following promotion.

### **10.14 Y-RATE**

Any employee occupying a position which is reclassified to a class, the maximum salary for which is less than the incumbent's present salary, or occupying a position in a class the salary rate or range for which is reduced, shall continue to receive his or her present salary and shall continue until the maximum salary of the new class meets the Y-rated salary. Such salary shall be designated as a "Y-rate." When an employee on a Y-rate vacates his or her position, subsequent appointments to that position shall be made in accordance with the rules of appointment.

### **10.15 Temporary Assignment to Higher Classification**

In order for an employee to be compensated for a temporary assignment to a higher classification, in which there is no appointed incumbent or in which the appointed incumbent is on paid or unpaid

leave, the following requirements must be observed. Prior to the starting date of the assignment, the employee must be specifically assigned in writing by the Executive Director or his or her authorized representative to temporarily serve in a higher classification. The employee must work a minimum of 10 days, meet the minimum qualifications, and perform the full range of duties of the higher classification. Employees meeting these requirements shall be paid a minimum of 5% or the first step of the higher classification, whichever is greater.

#### **10.16 Out of Class**

If the Executive Director temporarily assigns an employee out-of-class work that does not meet the definition of Temporary Assignment to Higher Classification, he/she may receive additional pay up to 5% above his/her current salary.

#### **10.17 Positions Designated Bilingual**

Upon approval of the Executive Director, who will advise the Personnel Committee, a person occupying a position designated as requiring fluency in a language other than English shall receive \$50/pay period or an amount equal to that paid for such positions in the County of Livermore whichever is higher. The following criteria shall be used in evaluating the need for bilingual designation of a position:

- a) Position provides a service to the general public, and
- b) Evidence exists that there is an improved result in rendering client service by the employee being bilingual and the position involves contact with clients who are essentially non-English speaking at least 10% of the time.

#### **10.18 Step Increase – Leave of Absence Without Pay**

An employee's pay increase shall not be affected by any leave of absence without pay, if the employee is off the payroll for less than one hundred sixty (160) consecutive hours. If the employee is off the payroll for one hundred sixty (160) consecutive hours or more, the total amount of time off shall be made up before the employee shall be entitled to such pay increase.

- 10.15.1 Absence on authorized leave with pay and absence on military leave shall not be considered an interruption of occupying a position.
- 10.15.2 Any absence within the first two bi-weekly pay periods of service which would have been compensated for had it not fallen within such period, shall not be considered an interruption of occupying a position.
- 10.15.3 Occupying another position in the LHA service shall not be considered an interruption of occupying the previous position while on authorized leave therefrom.

#### **10.19 Overtime Approval**

It is the Livermore Housing Authority's policy to avoid the necessity for overtime work. If overtime work is necessary, it shall be kept at a minimum. For the purpose of calculating overtime, the time worked does not include any paid or unpaid leave. Overtime" or "overtime work" as used herein is defined as all work in excess eight (8) hours per day or forty (40) hours per week. "Premium pay" or "premium rate" as used herein is defined as compensation whether in cash or time off, at the rate of one and one half times the regular base pay. "Week" as used herein is defined as a consecutive one hundred and sixty-eight (168 Hour) hour period commencing at 12:00 noon of any Friday.

All non-exempt employees who fail to obtain prior approval before working overtime will be paid for hours worked, but they may face disciplinary action for failing to obtain prior approval. An employee does not require advance approval for overtime work required to meet an emergency situation.

The Executive Director may authorize other overtime procedures, not in conflict with the FLSA or State laws. Time worked in excess of the regularly scheduled period because of the employee's voluntary absence from work during the work week or because of a change in days off or shift or other authorized work schedule is not considered overtime.

When, as a condition of employment, an employee is required to work in excess of an eight- hour day or regularly scheduled work hours for predetermined purposes and on a pre-schedule basis, the Department Manager shall authorize compensatory time off or pay at straight time and the time is not considered overtime.

An employee may request in writing to his or her Department Manager permission to work hours beyond a normal work schedule. The Department Manager may authorize such hours if it is determined that such additional work is not detrimental to the efficient operation of the department. When approved, such hours worked are only compensated for by allowing time off on a straight time basis.

## **10.20 Overtime Compensation and Computation**

Authorized overtime is compensated for at the rate of one and one-half times the straight time hourly rate (or hourly equivalent of monthly salary) except for hours from midnight until 6:00am when the rate will be double time; or by allowing corresponding compensatory time off at the Livermore Housing Authority's determination and consistent with applicable Fair Labor Standards Act (FLSA) regulations.

## **10.21 Overtime Not Applicable**

Overtime compensation provisions do not apply to board appointed officers or officers whose appointment is subject to Board confirmation, or any employee under the management salary plan, or those classified as exempt under FLSA

## **10.22 Written Authorization and Records Required**

No employee shall work overtime unless written authorization for overtime pay has been given by the Executive Director or his or her authorized representative and the overtime work has been entered in departmental records. Records of overtime worked and the written authorization therefor shall be maintained for purposes of auditing for a period of not less than three years from the date such overtime is performed.

## **10.23 Timely Payment**

An employee to be compensated in cash for overtime worked shall be paid not later than the completion of the pay period next succeeding the pay period in which such overtime was earned.

## **10.24 Accumulation Limits and Time Off**

The Executive Director may not authorize any employee to accumulate compensating time off credit in excess of 80 hours. This restriction does not prohibit the Executive Director from authorizing overtime work for which cash compensation is made provided that the authorization is in accordance with these rules, budgetary allowances, and LHA policy.

The Executive Director shall have the authority to require that employees use their accumulated compensating time off. Employees may request specific times as when such time off shall be taken, but the Department Manager or Executive Director shall determine that the scheduling thereof is consistent with the operating needs of the department. All compensating time off must be used in the year that it is earned. Compensating time off due an employee who separates from service must be granted or paid to such employee prior to his/her separation. An employee can cash out comp time at any time at their current pay rate with prior authorization of the Executive Director.

## **10.25 Overtime: Civil Disaster or Local Peril**

In case of civil disaster, state of extreme emergency or local peril, the overtime procedures in this Chapter do not apply. The Executive Director shall determine appropriate compensation procedures at the time.

## **10.26 Holiday in Lieu of Pay**

This section does not apply to those covered under the management salary plan.

An employee eligible for paid holidays who is required to work on a holiday designated under these rules shall, at the Department Manager's discretion, either (1) be given equivalent time off, or (2) in addition to the pay earned for the hours worked that day, be paid holiday pay in lieu of time off for the holiday.

Holiday pay is computed at the employee's straight time hourly rate times the number of hours worked, not to exceed eight hours.



### **10.27 Retirement System**

Eligible employees participate in the California Public Employees' Retirement System (CalPERS) or other retirement program establishment by the Livermore Housing Authority.

### **10.28 Health and Dental Insurance**

Eligible employees shall become members of a health plan and a dental plan sponsored by the Livermore Housing Authority unless a waiver of membership is requested by the employee and approved by Human Resources Office.

## **CHAPTER 11 – EMPLOYEE ATTENDANCE AND LEAVE**

### **POLICY**

A primary requirement for continued employment is regular attendance. Unscheduled or unauthorized absences and tardiness adversely impact the Livermore Housing Authority's (LHA) ability to deliver services to its residents and others who rely on its services. While the LHA recognizes some absences may be unavoidable, LHA employees have an obligation to the public that demands regular and prompt attendance. It is the employees' responsibility to maintain their physical and mental well-being and to achieve a maximum level of productivity.

Although it is recognized that excessive absenteeism is a proper reason for corrective/disciplinary action, up to and including termination of employment, it is the policy of the LHA to identify problem areas by keeping proper records, exploring avenues of available assistance, and encouraging compliance with attendance standards. Every LHA supervisor is responsible for maintaining and controlling absenteeism. Excessive absenteeism is costly, time-consuming, and a hindrance to department progress. Sick-leave usage will therefore be monitored, identified, and subject to verification, if necessary.

Authorized leaves and statutorily protected leaves (e.g., Family and Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, Military leave, jury duty and subpoenas and court appearances, bereavement leave, vacation leave, suspension, etc.) are outside the scope of this attendance policy.

In the event of a serious illness or injury to the employee requiring the employee's absence during a future period of time, or a serious illness or injury to the employee's spouse, dependent minor children, or parents requiring the employee's absence during a future period of time, the applicable Department Manager and the employee may agree to a plan for the employee's absence(s) over a specified period of time. If such plan is agreed upon, absences under such plan shall not be subject to this policy.

This attendance policy was developed to establish guidelines to further efforts to provide service to the public, and is designed to be a no-fault program. The pervasive problems stemming from inordinate absences are the focus of this policy, not the nature of the absences.

### **RULES AND PROCEDURES**

#### **11.01 Attendance and Hours of Work**

Each employee shall be in attendance at work in accordance with the rules regarding hours of work, holidays, and leaves. Each department shall keep daily attendance records of employees.

Each employee is required to maintain a regular work schedule. A regular full-time employee would normally be scheduled to work eight hours per day, for five days per week. Part-time employees are scheduled to work the required number of hours per week consistent with their time base. For example, an employee appointed to a three-quarter (3/4) time base (75% time) would normally work 30 hours per week, while an employee appointed half-time (50% time) would

normally work 20 hours per week. The Housing Authority may establish alternative work schedules or flexible time schedules including the 9/8/80 work schedule. This is an 80 hour pay period as follows: eight (8) work days of nine (9) hours each, one work day of eight hours, and one work day off.

The office of the Livermore Housing Authority, shall be kept open for operation on all days of the year except Saturday, Sundays, and holidays, continuously from 8:30am to 5:00pm. Office is closed between 12:00pm-1:00pm for lunch.

During the employee's scheduled hours of work, each employee shall devote his or her full time, attention and efforts to the Livermore Housing Authority business.

#### 11.01.1 Definitions

- A. ABSENCE: The failure of an employee to report during the hours he/she is normally scheduled to work.
- B. EXCUSED ABSENCE: An absence which is prearranged and/or authorized by the employee's immediate supervisor, e.g., annual leave and prescheduled sick leave.
- C. ABSENCE WITHOUT LEAVE (AWOL): An absence that is not prearranged, authorized, or approved by the employee's immediate supervisor. An absence of more than 3 days with no call or no show will be considered AWOL and the employee will be subject to termination.
- D. TARDINESS: The employee arrives after his/her scheduled work hours without prior approval. A late arrival that has not been prearranged with the immediate supervisor is unexcused.

### **11.02 Supervisory Leave**

All Management and/or Supervisory employees will be granted five (5) workdays of supervisory leave per calendar year. All supervisory leave must be taken during the calendar year in which it is earned, or it will be forfeited. The leave days will be prorated for new supervisory employees hired during a calendar year.

### **11.03 Sick Leave, Eligibility, and Accrual**

- A. Sick leave means leave of absence of an employee because of an illness or injury which renders him/her incapable of performing his/her work or duties for the LHA. Sick leave may be authorized for any of the reasons in section 11.05, Use of Sick Leave. There is no vested right to sick leave until the happening of one of these contingencies.
- B. Eligibility: Regular, special funded and probationary employees are eligible to accrue sick leave.

- C. Accrual: Full-time employees working 100% time accrue sick leave at the rate of 3.69 hours per bi-weekly pay period on paid status. Sick leave is accrued for each pay period that an employee has worked or has been on an authorized leave, which provides for full pay for all regular scheduled working days in that pay period. For employee's working a three-quarter time base (75% time), sick leave is accrued at a prorated basis of 2.77 hours per bi-weekly pay period. Employee's working half-time (50% time), accrue sick leave at a prorated basis of 1.85 hours per bi-weekly pay period.
- D. In accordance with the Healthy Workplaces, Healthy Families Act of 2014 effective July 1, 2015, an employee (full-time, part-time and temporary) who works 30 or more days within a year from the beginning of employment is entitled to paid sick leave. Paid sick leave accrues at the rate of one hour per every 30 hours worked, and is paid at the employee's regular wage rate. Accrual begins on the first day of employment or July 1, 2015, which is later.

Accrued paid sick leave shall carry over to the following year of employment.

#### Usage

Leave may be used beginning on the 90<sup>th</sup> day of employment

Employees shall request leave according to the LHA policy governing sick leave.

Leave may be granted for the diagnosis, care or treatment of an existing health condition or, preventive care for an employee or an employee's family member including children, parents, spouses, domestic partners, siblings, grandchildren and grandparents, the child of a registered domestic partner or to whom an employee stands in loco parentis, legal guardian or ward, when ill, injured or receiving medical care, treatment or diagnosis.

Leave may also be granted for specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.

As an employee uses paid sick leave, the employee's accumulated sick leave balance is reduced accordingly. At the end of each calendar year all sick hours over 480 will be noted in the employee's service record and go towards California Public Employees' Retirement System (CalPERS) retirement.

#### **11.04 Sick Leave Notification and Reporting**

An employee requesting unscheduled sick leave shall notify, or cause to have notified, his or her Department Manager or Executive Director prior to or within one hours of his/her scheduled reporting time. The employee shall report his or her continuing absence to the department. All other requests for sick leave must be made in advance.

Sick leave with pay is not allowed unless the employee has met and complied with these and any departmental rules, and the Department Manager or his or her designee has approved the absence.

A Department Manager may, as a condition of granting sick leave may require a verified or certified written statement from the employee, attending physician or dentist, and the Livermore Housing Authority may take any other reasonable action to verify: 1) that the employee is or was incapacitated and unable to perform his or her duties; and 2) that the employee is capable of and released to return to the performance of all the duties of his or her position. A statement from the employee's licensed physician shall not normally be required for absences of three consecutive working days or less. A physician's statement may be required for absences of over three consecutive working days and for absences of any length where there are indications of sick leave abuse. Whenever possible, if a physician's statement is required, the employee shall be notified in advance. The physician's statement shall include a prognosis and a medical clearance to return to work. The employee's failure to furnish satisfactory evidence of the need for sick leave may be grounds for denial of pay, in addition to grounds or disciplinary action up to and including discharge.

Indications of sick leave abuse shall include, but not necessarily be limited to:

- a) A pattern of sick leave use involving days adjacent to scheduled days off.
- b) Refusal or inability to provide medical substantiation when requested.
- c) Frequent absences with vague or questionable substantiation.
- d) Frequent or recurring exhaustion of sick leave soon after it is earned (unless for substantiated medical reason).
- e) Other evidence of employee activity which is inconsistent with the legitimate use of sick leave.

An employee requesting paid sick leave shall specify the dates of leave, the number of hours of absence per day, and whether the absence is for personal illness, medical or dental treatment, family death or family illness. This information shall be recorded on the time card or on a form approved by the Human Resources Office.

An employee who is absent from work on sick leave shall not engage at any time in work or other activities which would be in conflict with the inability to report for work or which would be detrimental to the ability to return to work.

### **11.05 Use of Sick Leave**

Following are examples of proper use of sick leave for which an employee shall be granted time off:

- a) The employee's inability to work due to illness or disability;
- b) Medical or dental appointments;
- c) Illness or medical appointment of a dependent child, parent, spouse or registered domestic partner (See also Family Medical Care Leave/California Family Rights Act).

- d) Death of a member of the employee's immediate family. For purposes of this section, "immediate family" means spouse, including same sex spouses, domestic partnerships (so long as they have been registered with the Secretary of State), children of employee or spouse, children of domestic partners, parents of employee or spouse, grandparents of employee or spouse, employee's brother or sister, or a relative residing in the employee's home or dependent upon the employee for his or her support. Such an absence may not exceed three consecutive workdays;
- e) Leave to care for a spouse, parent, child (including adult child) or immediate family member with a serious injury or illness related to active military service;
- f) To supplement workers' compensation or State Disability Insurance (SDI) benefits, or
- g) Absence due to pregnancy or convalescence period following childbirth.

Following are examples of improper use of sick leave:

- a) Calling in sick to extend an approved vacation
- b) Using sick leave when arrival at work is delayed by traffic or car trouble
- c) Taking a "mental health" day off
- d) Falsely claiming illness
- e) Using sick leave to cover a period of incarceration

Sick leave is not granted and no cash payment is made for accumulated sick leave at the time of termination or retirement.

Accrued sick leave may be used during a period of pregnancy leave, as provided in these rules

Misuse of sick leave is grounds for discipline, up to and including termination.

### **11.06 Expiration of Sick Leave**

In the event of an employee's continued illness after expiration of accrued sick leave, such absence may, with the approval of the Department Manager, be charged to compensatory time and/or accrued vacation leave. Upon depletion of leave benefits, the Department Manager, may grant leave without pay not to exceed 10 working days. If the employee has not returned to work by the end of such period, he or she may request further medical leave without pay which is subject to the approval of the Executive Director. If further leave is granted, the employee must notify the Department Manager every 10 working days regarding his or her ability to return to work. If the employee does not notify the Department Manager or if further leave is not requested and granted, the employee is deemed to have resigned the first business day after the approved leave is exhausted.

## **11.07 Sick Leave in Relation to Workers' Compensation**

If an employee is incapacitated by sickness or injury arising out of employment or in the course of his/her employment (AOE/COE) with the Livermore Housing Authority, such employee shall be entitled to Workers' Compensation Benefits. An employee who is receiving temporary disability payments under Workers' Compensation may choose to use accumulated sick leave in order to continue to maintain base pay and income. Under such circumstances, the employee shall be charged for the use of sick leave to receive the difference between base pay and the temporary disability benefits. Payments for permanent disability under Workers' Compensation are retained by the employee.

Temporary or other non-classified service employees are covered by and shall receive the benefits provided by Workers' Compensation, but are not eligible for any other benefits from the Livermore Housing Authority. Regular full-time employees receiving benefits under Workers' Compensation and who use sick leave to supplement pay shall maintain and accrue all benefits to which they are entitled under their regular schedule, immediately preceding an industrial injury or illness.

### 11.07.1 Notification and Reporting

Employees injured at work or because of work, must report the injury or illness to their Department Manager and/or Human Resources as soon as possible, and no later than the end of his/her schedule work shift. Prompt reporting ensures that employees receive adequate medical attention for their injury or illness and that other applicable benefits are not delayed.

The Department Manager is required to provide the employee with an Employee's Claim for Workers' Compensation Benefits Form within 24 hours of the employee's report of any work-related injury or illness. The Department Manager and/or Human Resources is responsible will ensure that the Employee's Claim for Workers' Compensation is filed with the LHA's Workers' Compensation Administrator.

### 11.07.2 Temporary Disability Benefits

Employees disabled and unable to work due to a-related injury/illness for more than 3 calendar days, are eligible for temporary disability benefits which will partially replace lost wages. The first 3 calendar days are not paid unless he/she is disabled more than 14 days, or are hospitalized. Temporary disability pays two-thirds of an employee's average weekly wage, subject to minimum and maximum amounts set by State law. Temporary disability payments begin when the doctor says the employee can't do his/her usual work or available modified work. The payments must be made every two weeks.

Generally, temporary disability stops when the employee either: returns to work; or when the doctor releases the employee back work; or says the injury has improved as much as can be medically expected.

State law limits the payment of temporary disability benefits to 104 weeks within a 5-year period. If the injury occurred on or after January 1, 2008 or 104 weeks within a two-year period if the injury occurred on or after April 19, 2004 through December 31, 2007.

### 11.07.3 Permanent Disability

The examining physician will report on any permanent impairment that may be considered a permanent disability once an injury/illness has reached maximum medical improvement. Under State Workers' Compensation law, a permanent disability rating involves a specialized formula. This formula considers an employee's age, occupation, type of injury/illness, diminished future earning capacity, and the permanent impairment caused by the work-related injury/illness.

Generally, permanent disability payments are issued every two weeks in an amount established by State law and paid over a fixed number of weeks until the total amount has been paid.

### 11.07.4 Treatment

Employees suffering from a work-related injury or illness may be treated by a personal physician, if they have filed a Pre-Designation Form with Human Resources; otherwise, they will receive treatment from the LHA's designated medical group.

### 11.07.5 Modified Work or Light Duty

Employees are encouraged to return to work following an injury or illness at the earliest time consistent with their medical condition. Whenever possible, the department shall provide modified work or a light duty assignment that is compatible with temporary work restrictions imposed by the employee's doctor. In the event the department is not able to make such arrangements for modified work or light duty, the employee shall remain eligible for sick leave as provided in this Article.

## **11.08 Vacation Eligibility**

Vacations are considered essential to the employee's welfare and are granted by the Livermore Housing Authority to allow employees relaxation and rest from their duties. All paid leave, including vacation must be requested and approved in advance by the Department Manager, generally at least five (5) days in advance if possible. When an employee is unable to provide 5 days' notice of any vacation time needed, they must contact their manager as far in advance as possible before of taking the necessary vacation time. Unless otherwise provided by the Executive Director, it is the policy of the Livermore Housing Authority not to allow the accumulation of vacation leave in excess of 320 hours, annually. If vacation is not permitted for operational needs of the Livermore Housing Authority, the Department Manager shall authorize payment of all hours over the accrued limit or temporarily set a higher accrual limit for the employees. Employees otherwise accruing leave in excess of 320 hours will stop accruing leave until their balance is below 320 hours and will be notified in writing that vacation accrual beyond these limits is prohibited and no other vacation compensation or recognition will be made. Employees shall not be eligible to use vacation leave until he/she has completed 30 days of service with the LHA.

Regular, limited duration, special funded, provisional and probationary employees accrue vacation leave and are eligible for paid vacation leave at their current rate of pay.



### **11.09 Vacation Accrual**

Each eligible employee accrues vacation at the following rate for continuous service performed in pay status, unless provided otherwise in a summary of employee benefits issued by the Executive Director.

First through five year of service

3.38 hours for each completed weekly pay period.

Six through fifteen years of service

4.62 hours for each completed weekly pay period.

16 years of completed years of service

4.92 hours for each completed weekly pay period.

17 years of completed years of service

5.23 hours for each completed weekly pay period.

18 years of completed years of service

5.54 hours for each completed weekly pay period.

19 years of completed years of service

5.85 hours for each completed weekly pay period

20 years plus of service

6.15 hours for each completed weekly pay period

A part-time employee whose position is budgeted for 20 hours but less than 30 hours per week average accrues vacation at one-half the monthly rate. A part-time employee whose position is budgeted for 30 hours but less than 40 hours per week average accrues at three-quarters the monthly rate.

### **11.10 Use of Vacation**

The Department Manager shall determine the time period within which an employee may use accrued vacation leave and the amount to be taken at any one time, considering the wishes of the employee and regard for the operational needs of the Livermore Housing Authority.

An employee may use more than his or her annual rate of accrual in any calendar year with the prior approval of the Department Manager.

An employee may not use vacation leave with pay in excess of the actual accrual balance. If an employee inadvertently uses more vacation than accrued and then terminates, the Livermore Housing Authority shall deduct the value of such time from the employee's final check.

An employee may not work for the Livermore Housing Authority during his or her vacation.

At the employee's request, the Executive Director with the recommendation of the Department Manager may grant the employee compensation in lieu of accrued vacation. Such employee's total of accrued vacation will be reduced to reflect the amount of compensation in lieu of vacation received. In considering the request, the Executive Director will take into account the fiscal condition of the Livermore Housing Authority and the employee's reasons for requesting compensation in lieu of accrued vacation.

### **11.11 Vacation at Termination**

An eligible employee whose employment with the Livermore Housing Authority terminates shall be paid for that part of her or his accrued vacation leave that remains unused at the time of termination, subject to the accumulation limit set forth in Chapter 11.08. Payment for unused vacation shall be made at the rate of pay in effect at the time of termination. Accrued vacation leave may not be used to extend employment without the prior approval of the Executive Director.

### **11.12 Military Leave**

Military leave is granted in accordance with state law, and federal laws, including the Uniformed Service Employment and Reemployment Rights Act and the Military and Veterans Code of California, Division 2, Part 1, Chapter 7. Each employee entitled to military leave shall give the appointing power an opportunity within the limits of military regulations to determine when such leave is taken.

The following sections are quoted from the Military and Veterans Code, Division 2, Part 1, Chapter 7:

Section 395 (in part):

Any public employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Militia shall be entitled to a temporary military leave of absence while engaged in military duty ordered for purposes of active military training, encampment, naval cruises, special exercises or like activity as such member providing that the period of ordered duty does not exceed 180 calendar days including time involved in going to and returning from such duty and provided that military leave of absence is not authorized for periods of inactive military duty.

Section 395.01:

Any public employee who is on temporary military leave of absence and who has been in the service of the public agency from which the leave is taken for a period of not less than one year immediately prior to the day on which the absence begins shall be entitled to receive his salary or compensation as such public employee for the first 30 calendar days of any such absence. Pay for such purposes shall not exceed 30 days in any one fiscal year. For the purposes of this section, in determining the one year of public service of said public employee in the recognized military service shall be counted as public agency service.

Employees must adhere to the following procedures for requesting military leave under

these provisions:

1. A completed “Request for Leave of Absence” form shall be submitted to, and signed by, the Department Manager.
2. Formal active duty orders shall be attached to the form. Formal orders are those orders directed to the employee that state type of duty, reporting date, length of duty, duty station, and permanent order numbers, and that bear an authorized signature.
3. A military memorandum addressed “To Whom It May Concern” and signed by or for the commander, will allow an employee to commence military leave. However, formal orders must be submitted within thirty days after such leave is taken. Failure to so submit formal orders shall cause such leave to be converted to vacation leave, or to leave without pay, unless extenuating circumstances cause the formal orders to be unavailable within the 30-day limit, and an explanatory letter signed by or for the commander is submitted to, and approved by, the Chief Administrative Officer.
4. Pursuant to California Military & Veterans Code Section 395.01, the Authority may adjust an employee’s work days so that the employee is not scheduled to work during periods of “inactive duty such as scheduled reserve drill periods.”

### **11.13 Leave of Absence Without Pay**

#### **A. Non-medical**

The Executive Director or designee may grant a regular or probationary employee a leave of absence without pay for up to two calendar weeks. The Executive Director, at his or her discretion, may grant a regular or probationary employee a non-medical leave of absence without pay not to exceed three months. After three months, the leave of absence may be extended if so authorized. The LHA will require employees to use all accrued vacation, sick leave and compensatory time before approving any use of no-paid leave. No seniority accrues after 30 calendar days of such non-medical leave, except as required by law. Vacation and sick leave will not accrue during any period of non-paid leave.

#### **B. Medical**

The Executive Director may grant a regular or probationary employee a medical leave of absence without pay. The duration and conditions of such a leave shall be established for each individual case; however, the leave shall not exceed a total of six (6) months within a 24-month period. In cases of extreme hardship, the Executive Director may approve leave beyond six (6) months if it is determined to be in the best interest of the LHA. The leave request shall include sufficient documentation for the Executive Director to base his/her decision. No seniority accrues after 30 days of such medical leave, except as required by law.

#### **C. Requirements**

Before such leave is granted, the employee must have exhausted all other paid leave to which he or she is entitled. No such medical or non-medical leave or extension shall be granted except upon written request of the employee setting forth the reason for the request and supported by a certification of disability issued by the employee's physician or health practitioner, for a medical leave. The certification shall include the date the employee's disability commenced or will commence; the probable duration of the disability; and the anticipated date the physician expects the employee will be able to return to work. If granted, the approval must be in writing. Immediate oral notice is allowed with leave approved under FMLA and CFRA.

Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position or one of like status and compensation held at the time leave was granted, unless the employee's position is not available due to a layoff or reorganization resulting in the elimination of the employee's position. Upon expiration of the time estimated by the treating physician, the LHA will require the employee to obtain re-certification of the need for leave, if additional leave is requested. Upon return to work, the employee must provide the Department Manager and Human Resources with the treating physician's certification of fitness to perform normal duties. Reinstatement will be subject to the employee's ability to satisfactorily meet medical standards as determined by the Livermore Housing Authority designated physician, and to perform the duties of the position. An employee on leave, who fails to report promptly at its expiration, or within a reasonable time after notice to return to duty, is deemed to be discharged. The depositing in the United States mail of a first-class letter, postage paid, addressed to the employee's last known place of address, is reasonable notice. Employees are advised that they risk losing benefits if they continue on no-pay status for more than 30 consecutive working days.

If the probationary period was interrupted by the leave, the completion of the probationary period for the class will be required upon reinstatement and extended by an equivalent period of time.

A leave of absence without pay may not be granted to a person accepting either private or public employment outside the service of the LHA, except as provided herein.

#### **11.14 Unauthorized Leave**

Any unauthorized absence of an employee from duty is deemed to be an absence without pay and is grounds for disciplinary action by the Department Manager. (See Chapter 13.) An employee who is absent without authorized leave (AWOL) for three business days or more is deemed to have resigned when the absence without leave is admitted or the Livermore Housing Authority reasonably believes abandonment has occurred. The Department Manager may excuse such absence by granting a leave with or without pay when extenuating circumstances are found to have existed.

An employee's failure to return to duty within 24 hours after receiving notice to return is cause for immediate discharge, and the employee waives all rights to appeal under the personnel rules.

Personal service or the depositing in the United States mail of a first-class letter, postage paid, addressed to the employee's last known place of address, is reasonable notice. When the notice is mailed, it is deemed received five days later.

## **11.15 Jury Duty and Witness Leave**

### **11.15.1 Jury Duty**

Each regular or probationary employee of the Livermore Housing Authority (LHA) who is required to serve as a trial juror is entitled to leave with pay from his or her duties with the Livermore Housing Authority during the period of such service or while necessarily being in court as the result of such a call. The employee is only entitled to such leave as necessary to fulfill his/her subpoena obligations. When the employee is excused from jury duty or from answering a subpoena as a witness, the employee shall return directly to work to complete the balance of the workday or shift. All employees shall apply for standby jury duty if the court permits this option. Any jury or witness fee awarded to an employee, less reimbursement for mileage, shall be deposited with the LHA's Finance Department. The employee is allowed his or her regular salary.

### **11.15.2 Witness Duty**

If an employee is summoned as a witness on behalf of the LHA, he/she is entitled to be paid for any time required to serve in that capacity. If summoned to serve as a witness in a case involving outside employment or personal business affairs, employees will be placed on leave without pay unless vacation leave or compensatory time is requested and granted.

## **11.16 Pregnancy Leave**

A pregnant employee may continue employment and performance of regular duties. The Livermore Housing Authority may require written approval from the employee's physician indicating that she can continue working based upon her medical condition and the actual job duties.

## **11.17 Pregnancy Disability Leave**

A female employee disabled by pregnancy, childbirth, or a related medical condition is entitled to a leave of absence without pay for a period of up to four months for the period of disability. Four months is defined as one-third of a year or 17 1/3 weeks, and a full-time employee working 40 hours a week is entitled to 693 hours of leave. Part-time employees working 20 hours per week are entitled to 346.6 hours of leave. Pregnancy Disability Leave (PDL) runs concurrently with any leave the employee is eligible for under the Family and Medical Leave Act (FMLA). When the PDL ends, the employee is entitled to take up to 12 additional weeks of unpaid leave for bonding with her new child, under the California Family Rights Act (CFRA).

An employee on pregnancy disability leave may elect to use any accrued vacation, sick or other leave in order to receive regular compensation benefits during the absence. (See Sections 11.4;

11.05; 11.13 and 11.17 for additional guidelines on use of sick leave, and Family care leave.) In the event an employee requests to return from maternity leave prior to the previously agreed upon return date, the LHA may require acceptable proof of the employee's ability to return to work provided that the LHA shall notify the employee in writing of such requirement.

Reinstatement subsequent to maternity leave of absence shall be to the same position from which leave was taken and the LHA shall make its best effort to return such employee to the same specialization within a classification, if one exists.

## **11.18 California Family Rights Act (CFRA) Leave**

The California Family Rights Act (CFRA), (Government Code, Section 112945.2) is a state law that was enacted in order to provide employees with work leave rights. Leave under the California Family Rights Act (CFRA) may total up to 12 work weeks of leave in a 12-month period. It does not need to be taken in one continuous period of time.

The CFRA provides leave for the following reasons:

- a) Birth of a child for the purpose of bonding
- b) Placement of a child in the employee's family for adoption or foster care
- c) For the employee's own serious health condition, or
- d) To care for the employee's spouse, child or parent with a serious health condition. Unlike the federal FMLA, California laws includes same-sex spouses, domestic partners, and children of domestic partners as family members.

The CFRA leave may be added onto pregnancy disability leave. At the end of an employee's period(s) of pregnancy disability leave, a CFRA-eligible employee may request a CFRA leave of up to 12 work weeks for reasons cited above. There is no requirement that either the employee or child have a serious health condition nor is there a requirement that the employee no longer be disabled by her pregnancy, childbirth, or related medical condition before taking CFRA leave for reason of birth of her child. Time off from work because of the employee's disability due to pregnancy, childbirth or related medical condition is not counted as time used for CFRA leave, but is counted as time used for FMLA leave.

### **11.18.1 Notification**

A request for CFRA leave shall be in writing and shall be made through the employee's Department Manager and state the reason for the leave and its anticipated timing and duration. When foreseeable, the employee shall give the Department Manager 30 days' advance notice before taking CRFA leave. If 30 days is not feasible, (e.g., not knowing when leave will be required to begin, a change in medical emergency), notice must be given as soon as feasible. The Department Manager and the Human Resources Office shall respond to a leave request as soon as possible but no later than 10 calendar days after receiving the request.

### 11.18.2 Minimum Duration of Leave

Any leave taken for the birth, adoption or foster care placement of a child does not have to be taken in one continuous period. The minimum duration of a CFRA leave is two weeks when the leave is taken for the birth, adoption, or foster care placement of a child. However, the Livermore Housing Authority shall grant a request for a CFRA leave of less than two weeks' duration on any two occasions. In addition, leave taken for the birth, adoption, or foster care placement of a child must be completed within one year of the qualifying event. Where CFRA leave is taken for the serious health condition of a parent, child, or spouse or for the serious health condition of the employee, leave may be taken intermittently or on a reduced-work schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. Absences shall be taken in no less than quarter hour increments under this policy.

### 11.18.3 Leave Limitations

In situations where both parents are employed by the LHA and both are eligible for CFRA leave, the LHA may limit the leave for the birth, adoption, or foster-care placement of the child to 12 workweeks in a 12-month period between the two parents.

### 11.18.4 Reinstatement

Employees granted a CFRA leave shall be reinstated to the same or comparable position he/she held prior to taking a CFRA leave.

If the employee does not return to work with the Livermore Housing Authority upon the expiration of the pregnancy disability leave, or has not requested and received a leave of absence without pay, the employee forfeits the right to re-employment and has no right of appeal.

This section shall be interpreted and applied in conformance with state law. If there is any inconsistency, the state law prevails. (Reference: Government Code 12945)

## **11.19 Family and Medical Leave Act (FMLA)**

The Family and Medical Leave Act of 1993 (FMLA) is a federally mandated program that entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

### 11.19.1 Eligibility

Employees who have twelve (12) months of service, who have worked at least 1,250 hours during the previous 12-month period before the date leave is to begin are eligible to take up to a maximum of twelve (12) workweeks of unpaid family/medical leave within a 12-month period.

After the Human Resources Office has determined eligibility, eligible employees are entitled to 12 workweeks of leave in a 12-month period for the birth of the employee's

child, placement of child for adoption or foster care within one year of the child's birth or placement in the home, to care for the employee's newborn or newly-adopted child, or to care for the employee's seriously ill child, parent or spouse, or the employee's own serious health condition which prevents him/her from performing the essential function of his/her job. Additionally, qualifying exigencies for a family member's active military duty or call to active duty, a family member's service (spouse, son daughter or parent) related injury or illness are included under FMLA entitlement. Employees are further entitled to 26 workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave). Care for grandparents, domestic partners, (of the same or opposite sex), in-laws, and siblings are not included.

Leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement in a 12-month period. The 12-month period is measured forward from the date any employee's first FMLA leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. There is no carryover of unused leave from one 12-month period to the next 12-month period.

Employees may take FMLA/CFRA leave intermittently (in blocks of time or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee's child, parent, or spouse or of the employee and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is 15 minutes (one quarter of an hour)

#### 11.19.2 Procedures for Requesting Family Leave

The following procedures apply when requesting family leave:

1. Contact the Department Manager as soon as you become aware of the need for family/medical leave.
2. If the event necessitating the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must provide at least 30 days' advance notice before leave is to begin. The employee must consult with his/her Department Manager regarding the scheduling of any planned medical treatment so as to minimize disruption to operations of the employer. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent or spouse.

If 30 days' notice is not practicable, notice must be given as soon as practicable.

The LHA requires that the employee provide certification as explained below within 30 days of the employee's request for FMLA/CFRA leave, unless it is not practicable for the employee to do so. The LHA may require re-certification from



the health care provider if additional leave is required.

3. If the leave is needed to care for a sick child, spouse or parent, the employee must provide a certification from the health care provider that states:
  - a) amount of time the health care provider will provide care;
  - b) date of commencement of the serious health condition;
  - c) probable duration of the condition;
  - d) estimated confirmation that the serious health condition warrants the participation of the employee.

In cases where both parents are employed by the LHA and the leave requested is for the birth, adoption, or foster care of a child, the LHA will not grant more than 12 workweeks total of family/medical leave.

4. If the leave is needed for the employee's own serious health condition, the employee must provide a certification from the health care provider that states:
  - a) Date of commencement of the serious health condition;
  - b) Probable duration of the condition;
  - c) A statement that the employee is unable to work at all or is unable to perform any one or more of the essential functions of his/her position because of the employee's serious health condition.

#### 11.19.3 Second Medical Opinions

If the LHA receives a completed leave request but has reason to doubt its validity, and the FMLA/CFRA request is because of the employee's own serious health condition, the LHA may require, at its expense, a second opinion from a health care provider designated by the LHA. The health care provider designated to provide a second opinion will not be one who is employed on a regular basis by the LHA. If the second opinion differs from the first opinion, the LHA may require, at its expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the LHA and employee.

#### 11.19.4 Response to Request for Leave

Within five business days of receiving the employee's request for FMLA Leave, the Department Manager and/or Human Resources will inform the employee whether he/she is eligible for FMLA leave. Additionally, within five business days of receiving the employee's leave request, the Department Manager and/or Human Resources shall distribute electronically, or mail to the employee's address of record a Rights and

Responsibilities Notice. If the request for leave is denied, the employee must be informed of the reason for denial. The Rights and Responsibilities Notice must include:

1. A statement of the period of leave that may be designated and counted against the employee's FMLA leave entitlement,
2. The 12-month period used to track FMLA leave usage,
3. Whether the employee will be required to provide certification of the need for leave,
4. The employee's right to use paid leave, whether the employer will require the substitution of paid leave, any conditions related to the substitution, and the employee's right to take unpaid FMLA leave if the employee does not meet the conditions for paid leave;
5. The employee's status as a "key employee" and potential restoration consequences, if applicable; A "key employee" is a salaried FMLA-eligible employee who is among the highest paid 10% of all employees, both eligible and ineligible, within 75 miles of the worksite.
6. The employee's right to job restoration and maintenance of benefits,
7. Whether the employee will be required to make premium payments to maintain health benefits and any arrangements for doing so, the consequences of failing to make payments on a timely basis, and the employee's potential liability for premium payments made by the employer if the employee fails to return to work; and
8. The consequences of failing to meet his or her obligations.

#### 11.19.5 Effect on Benefits

An employee taking family/medical leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for up to a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The LHA will continue to make the same premium contribution as if the employee had continued working and the employee will enter into a written agreement to pay his/her portion of the premiums to the LHA on a bi-weekly basis. The continued participation in health benefits begins on the date leave first begins under FMLA (i.e., for pregnancy disability leaves or under FMLA/CFRA (i.e., for all other family care and medical leaves). In those instances, where the employee fails to return to work following family/medical leave and owes the LHA for premiums paid, the LHA will take action to recover the debt.

In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using family/medical leave.

Employees on FMLA/CFRA leave will not continue to accrue annual or sick leave during unpaid FMLA/CFRA leave.

#### 11.19.6 Substitution of Leave

Paid leave may be substituted for unpaid leave in the following circumstances:

- a) Accrued vacation and/or sick leave may be used during FMLA/CFRA leave for the employee's own serious health condition.
- b) Vacation leave or other accrued time (other than sick leave) may be used for any family/medical leave-qualifying event.

#### 11.19.7 Reinstatement from FMLA

The LHA will require certification by the employee's health care provider that the employee is fit to return to his/her job.

Under most circumstances, upon return from family/medical leave, an employee will be reinstated to his/her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on family/medical leave would have been laid off had he/she not gone on leave, or if the employee's job has been eliminated during the leave and there is no equivalent or comparable job available, then the employee would not be entitled to reinstatement.

Failure by the employee to provide certification by the health care provider of the employee's fitness to return to work will result in the employee being denied reinstatement until such time as the certificate is obtained.

#### 11.19.8 Reinstatement of Key Employees

A "key employee" is a salaried, FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the LHA within 75 miles of the LHA's work site.

Reinstatement after family/medical leave may be denied to "key" employees:

- a) When the refusal to reinstate is necessary because the employee is among the highest paid 10 percent (10%) of salaried employees who are employed by the LHA at the time the leave is granted; and
- b) Reinstatement will cause substantial and grievous economic injury to the LHA's operations; and

- c) When the employee is notified of the LHA’s intent to refuse reinstatement at the time the LHA determines the refusal is necessary; and
- d) In any case in which leave has already begun, the LHA will give the employee a reasonable opportunity to return to work following the notice.

The Human Resources Office shall retain current notices required by State and Federal law. A change of a notice won’t necessarily mean amending these Rules. All records and documents pertaining to CFRA/FMLA leave will be maintained confidentially in separate files from the personnel files. Interested employees should contact the Human Resources Office for more information.

(References: Government Code 12945.2, 2 Cal. Code of Regs. 7297 and following; P.L. 103-3, 1993; 29 U.S.C. 2601 and following; 29 C.F.R.825, 825.301(a).)

**11.20 Administrative Leave**

The Executive Director may establish and administer an administrative leave policy for management and confidential employees.

The Executive Director may grant administrative leave to employees under the following circumstances, which are to be used as a guide.

- A. For those Management and confidential employees who are not entitled to payment of or equivalent compensatory time off for the overtime work. Such administrative leave shall not exceed 48 hours per year.
- B. Administrative leave may serve the best interest of the LHA pending the outcome of personnel investigations and the Executive Director wishes to minimize office disruptions or it is unsafe for employees to be on LHA property. Administrative Leave under this provision will generally be short term.
- C. The Executive Director or designee may approve the temporary assignment of an employee to a status of leave (relief of duty) with pay during an investigation or opportunity to respond as may be required to determine if disciplinary or other appropriate action is to be taken.

Other conditions may also warrant granting administrative leave. Administrative Leave is not charged against accrued vacation or sick leave balances.

**11.21 Holidays**

Livermore Housing Authority offices shall be closed all day for the following designated holidays:

January 1st	New Year’s Day
January	Martin Luther King Day

February	President’s Day (Third Monday in February)
March 31st	Caesar Chavez Day
May	Memorial Day (Last Monday in May)
July 4th	Independence Day
September	Labor Day (First Monday in September)
September	Admissions Day
October	Columbus Day
November	Veteran’s Day
November	Thanksgiving Day (Fourth Thursday in November)
November	Day after Thanksgiving
December 24th	Christmas Day Eve
December 25th	Christmas Day
December 31st	New Year’s Eve
One (1)	Floating Holiday

When a holiday falls on a Saturday, the preceding Friday is observed and when a holiday falls on a Sunday, the following Monday is observed.

Additionally, any day proclaimed a holiday by the President of the United States or the Governor of California shall also be a holiday for the Livermore Housing Authority.

The Executive Director may assign staff to cover emergencies on all holidays.

When work schedules are other than Monday through Friday, the Department Managers shall establish which days the affected employees will observe holidays that fall on the employee’s normal days off.

To qualify for holiday credit, an employee must be at work on the workday preceding and following the holiday or be on accredited absence. Temporary and seasonal employees do not receive pay for holidays.

Regular and probationary employees are entitled to holidays with pay. To qualify for the paid holiday, the employee must be at work or be on an approved paid leave on the scheduled worked days immediately preceding and following the holiday.

An employee who wishes to observe a holiday not designated by the Livermore Housing Authority

may do so with the prior approval of the Department Manager. Such time off will be charged to vacation or compensatory time and will be granted unless it requires replacement, overtime or other costs beyond the requesting employee's salary.

### **11.22 Holidays Worked**

An employee whose work schedule causes him or her to work on a designated holiday shall receive equivalent holiday benefits as provided in Chapter 10. Employees who are compensated by holiday-in-lieu pay are not eligible for compensated holidays.

### **11.23 Catastrophic Sick Leave Program**

An employee may be eligible to receive donations of paid leave to be included in the employee's sick leave balance if he/she, his/her spouse or his/her child has suffered a catastrophic illness or injury which prevents the employee from being able to work. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, a long-term major physical impairment or disability.

- A. The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Human Resources Office to participate in the program.
- B. The recipient employee is not eligible so long as he/she has paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
- C. A medical verification which indicates that the employees' illness or injury is consistent with the LHA's definition contained in its policies, rules and procedures.
- D. A recipient employee is eligible to receive 720 hours depending upon classification of donated time per employment.
- E. Donations shall be made in half-day increments of 4.00 hours at a minimum, and are irrevocable. The maximum that may be donated in a calendar year is six (6) donor employee's days per recipient.
- F. The donor employee may donate sick leave in the amount of 18.00 hours so long as 250 hours of sick leave are maintained in an employee's accrued sick leave balance after the donation), vacation, compensatory time or in lieu holiday time which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
- G. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.

### **11.24 Paid Family Leave**

Paid Family Leave (PFL) benefits administered by the Employment Development Department provides a partial wage replacement to employees. It provides six weeks of PFL benefits in a 12-month period to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner. Employees are required to use two weeks of vacation leave prior to receiving PFL benefits. Employees eligible for and taking leave under the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) must take PFL concurrently with these acts.

### **11.25 State Disability Insurance**

The California State Disability Insurance (SDI) program provides short-term Disability Insurance (DI) and Paid Family Leave (PFL) wage replacement benefits to eligible workers who need time off work. Employees may be eligible for DI if he/she is unable to work due to non-work-related illness or injury, pregnancy, or childbirth.

DI pays a weekly benefit when an injury or illness is NOT caused by or related to work. The DI benefits are paid for a temporary period of time only. Workers' compensation provides benefits for workers when their injury or illness arises out of or is caused by their work. DI benefits may be paid if the LHA or its workers' compensation insurance carrier denies or delays workers' compensation benefits. If an employee's workers' compensation weekly benefit amount is less than his/her DI weekly benefit amount, the employee may be eligible to receive the difference. Employees who wish to file for DI benefits should file directly with the Employment Development Department's State Disability Insurance program.

### **11.26 Bereavement Leave**

Leave of absence with pay because of death in the immediate family of a person in the LHA service may be granted by the Executive Director or designee for a period not to exceed three days. An additional two days' leave may be granted by the Executive Director and charged to the employee's accrued sick leave balance if they are required to travel 100 miles or more to attend services. Entitlement to leave of absence under this section, insofar as the first three days are concerned, shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave. For purposes of this section "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner as defined below, son, stepson, daughter, stepdaughter, brother, sister, foster parent, foster child, grandparent, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother-in-law, sister-in-law, mother-in-law, father-in-law, and grandchildren. In the case of the death of the employee's mother-in-law, father-in-law or grandchildren, where the decedent was not living in the employee's household, the employee shall be entitled to two days of paid leave of absence. Bereavement leave shall be limited to three times per year unless an exception is granted by the Executive Director.

### **11.27 Domestic Partnership**

The LHA recognizes domestic partnerships. A "domestic partnership" shall exist between two persons who have chosen to share one another's lives in a committed relationship of mutual care, one of whom is an employee of the LHA, and if they both complete, sign, and cause to be filed

with the LHA a copy of the "Declaration of Domestic Partnership" as filed with the California Secretary of State's office attesting the following:

- A. Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
- B. The two parties are not related by blood in a way that would prevent them from being married to each other in the State of California.
- C. Both persons are at least 18 years of age, or if under 18 years of age has obtained a court order granting permission to establish a domestic relationship.
- D. Both persons are members of the same sex, or one or both of the persons meet the eligibility criteria under Title II of the Social Security Act as defined in Section 402(a) of Title 42 of the United States Code for aged individuals. Persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over 62 years of age.
- E. The two parties affirm, under penalty of perjury, that the assertions in the Declaration are true to the best of their knowledge.

#### 11.27.1 Termination

A member of a domestic partnership may end said relationship by filing a statement with the California Secretary of State and providing a copy to the LHA. In the statement, the person filing must affirm, under penalty of perjury, that 1) the partnership is terminated and 2) a copy of the termination statement has been mailed to the other partner and filed appropriately, with Secretary of State if required.

### **11.28 Personal Leave Day**

LHA exempt employees are entitled to one personal leave day, which consists of one 8-hour work day per year to accommodate employees who need time off for reasons that are not addressed by other leave policies.



## **CHAPTER 12 – EMPLOYEE TRAINING AND EDUCATION**

### **POLICY**

The Livermore Housing Authority encourages all employees to seek the training, education, self-improvement and personal development necessary to attain his/her personal and career goals. A well-trained and fully engaged workforce is essential to the success of the LHA in meeting its commitment to deliver quality, effective and timely services to its residents and customers. In addition, qualified supervisors are essential to providing the high level of leadership and effective decision making; therefore, the LHA is committed to developing the leadership capabilities of its supervisors. The Livermore Housing Authority encourages the training, self-improvement and personal development of all employees. This includes in-service training and education programs.

### **RULES AND PROCEDURES**

#### **12.01 In-service Training**

The Department Manager and Human Resources have responsibility for developing in-service training programs. Training programs may include classes, lectures, courses, demonstrations, reading assignments, research and report writing, and other methods for improving effectiveness and broadening the knowledge of employees.

#### **12.02 Education Programs; Tuition Reimbursement**

Responsibility for developing training programs for employees shall be assumed jointly by the Commission, Executive Director, and Department Managers.

Such training programs may include lectures courses, demonstrations and assignment of reading matter.

Permanent employees (after passing a six-month probationary period) are encouraged (but not required) to further their education by taking accredited courses which are: related to the employee's present position with the Livermore Housing Authority; related to the employee's potential development with the Livermore Housing Authority; part of a program leading to a degree related to the employee's present position or potential for development; or required to obtain a high school diploma.

If the training course is selected by the Livermore Housing Authority for employee participation, all expenses involved shall be paid and/or reimbursed by the Livermore Housing Authority, provided the course is successfully completed by the employee.

Also, an employee may apply to the Executive Director for 80% of costs of a training/education course selected by the employee, plus the costs of required books. If the course is determined pertinent to the employee's performance and if budgeted funds are available, the employee will receive a reimbursement of the remaining 20% upon satisfactory completion of the course with a passing grade of "C" or better for all pre-approved undergraduate courses completed and a passing grade of "B" or better for all pre-approved graduate courses. The maximum amount an employee

may be reimbursed in a calendar year is \$2,000.

### **12.03 Types of Training**

- A. On-the-Job Training.
- B. Training by external consultants.
- C. Full or partial reimbursement for graduate school, college, and vocational education, and/or other educational courses, with appropriate approvals, when course work relates to the employee's job at the LHA.
- D. Classroom or other instruction needed to upgrade skills, introduce new techniques, teach employees new skills for modifications to existing positions, or to prepare for new jobs when old positions are abolished.
- E. Training to assist managers and supervisors in improving their leadership, supervisory and managerial skills.
- F. Providing training materials to employees through in-house preparation or outside purchase.
- G. Self-Development through correspondence courses, after work attendance at classes including modification of work schedules, or membership in professional associations.
- H. Rotational and cross training assignments to broaden skills and experience

## **CHAPTER 13 – DISCIPLINARY ACTION**

### **POLICY**

The Livermore Housing Authority (LHA) is committed to create and maintain a safe, violence-free and orderly work environment for all employees, residents and clients. Employees shall render courteous, efficient, effective, and professional service at all times and to all those we serve. When an employee's conduct or performance is at a level that disciplinary action is warranted, the LHA will take timely and appropriate action and use progressive discipline to afford the employee every opportunity to correct his/her conduct or performance unless the conduct is so severe that immediate dismissal is warranted. There are some offenses that may warrant immediate dismissal including, but not limited to, theft; willful discrimination including sexual harassment; abuse of a resident of an LHA development or LHA client; violence against people or property; posing a safety threat to self or others; manufacturing, distributing, dispensing, possessing or using a controlled substance on LHA property; or other conduct that the LHA believes warrants immediate dismissal. The LHA will take action when just cause exists with the intent to correct the misconduct or poor performance. Supervisors hold positions of authority and trust and must set an example for the workforce. For this reason, poor performance or misconduct involving a supervisor may result in immediate action or an enhanced penalty. The provisions of this policy do not apply to probationary or at-will employees.

### **RULES AND PROCEDURES**

#### **13.01 Purpose of Discipline**

The Livermore Housing Authority supports the concept of progressive discipline with respect to the discipline of its employees. Progressive discipline provides the employee an opportunity to correct unacceptable behavior and the LHA an opportunity to provide appropriate training. Properly applied, progressive discipline will result in the corrected behavior desired by the Department Manager or the termination of employees who cannot or will not conform to LHA conduct or performance requirements. Some behavior may be so egregious that it requires the immediate dismissal of the employee. Implementation of progressive discipline is an efficient and effective mechanism for management to quickly pursue its operational goals and maintain a quality workforce. Since At-Will employees serve at the sole discretion of the Executive Director, the provisions of this section do not apply to At-Will employees.

#### **13.02 Authority to Impose Discipline**

The Executive Director may delegate the Department Manager to take disciplinary action against an employee under her or his authority for one or more of the causes for discipline specified in Section 13.04.

The disciplinary action may include counseling, a verbal warning, written reprimand, suspension with or without pay, reduction in pay, demotion, transfer, discharge, or other action.

A Department Manager may impose various levels of disciplinary action up to and including

suspension without pay for up to five days.

Under the Fair Labor Standards Act (FLSA), an employee classified as “exempt”, must generally be compensated his/her full salary for any work performed during the workweek. Exempt employee’s pay may be subject to dock for penalties imposed in good faith for infractions of safety rules of major significance which include rules related to the prevention of serious danger in the workplace; or serious danger to other employees such as prohibiting smoking in an explosive plant. Under these rules, the LHA may dock an employee’s pay in any amount for violating a safety rule of major significance.

Exempt employees may be suspended without pay for one or more full days for disciplinary reasons when he/she violates workplace conduct rules. The suspension must be imposed in one or more full days as partial day increments are not permitted. Exempt employees subject to a dock in salary or suspension, must receive the same notice as provided to other employees in these rules.

Exempt and non-exempt FLSA status is determined in accordance with FLSA regulations.

### **13.03 Definitions**

Just Cause: A reasonable and lawful ground for action which justifies the immediate termination of an employee for misconduct or some other relevant act.

Unsatisfactory Job Performance: An employee’s failure or inability to perform his/her job satisfactorily. Failure to perform satisfactorily may be due to an inability to understand the duties of the position, lack of necessary skills or training, unwillingness to apply him/herself to meeting goals and expectations, or because of personal problems that are impacting the employee in some way.

Misconduct: An employee’s failure to comply with LHA policies, procedures, rules, regulations, or instructions from a supervisor. The LHA has established reasonable rules and procedures concerning the conduct of employees.

Incompetence: The inability of an employee to perform his/her job at a satisfactory level.

### **13.04 Causes for Disciplinary Action**

Causes for disciplinary action include but are not limited to the following:

- a) Fraud in securing employment
- b) Neglect of duty
- c) Violation of safety rules or procedures
- d) Discourteous or other offensive treatment of the public or another employee
- e) Unauthorized leave or not observing work hours

- f) Disobedience of, or insubordinate conduct toward, proper authority
- g) Conviction of a felony, a misdemeanor involving moral turpitude, or any crime having a direct impact on the position or Livermore Housing Authority employment
- h) Refusal or failure to perform lawful work assigned
- i) Misuse, abuse or appropriation for personal or other non-authorized use, of the Livermore Housing Authority position, office or employment, time or property
- j) Unauthorized soliciting on Livermore Housing Authority property
- k) Interfering with or impeding an employee's job performance or the conduct of Livermore Housing Authority business
- l) Falsification of Livermore Housing Authority records
- m) Violation of Livermore Housing Authority or department rules, regulations, codes, policies or orders
- n) Theft, dishonesty, or any other action, which reduces the ability of the employee or the Livermore Housing Authority to provide proper services, or meet community obligations
- o) Behavior, which constitutes discrimination or harassment
- p) Workplace violence
- q) Drunkenness on the job, use of illegal drugs on the job, or abuse of legally prescribed or otherwise legal narcotics on the job
- r) Inability to perform the assigned duties of the position at a satisfactory level of productivity because of the employee's inability to maintain required insurance and/or motor vehicle operator's license
- s) Manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace during the course of Housing Authority business which conflicts with the "Drug-Free Workplace Policy"
- t) Immorality
- u) Forbidden political activity
- v) Any other failure of good behavior as determined by Department Manager and/or Executive Director

### **13.05 Applicability**

The procedures set forth in this chapter do not apply to the discipline of verbal or written warnings

or reprimand or of suspension without pay for five days or less.

### **13.06 Guidelines**

#### **DISCIPLINE PROCESS**

A fundamental concept of progressive discipline includes providing due process to the affected employee. Instances of gross misconduct such as assault, threats of violence, theft, vandalism, acts of discrimination or sexual harassment, being impaired by or using drugs or alcohol during work hours on LHA property or blatant insubordination, may be cause for immediate termination. However, in less severe cases and for other acts of misconduct, progressive discipline, i.e., the application of increasingly serious disciplinary actions will be applied. The LHA will generally use progressive discipline to afford an employee the opportunity to correct his/her performance or conduct. Disciplinary actions must fit the individual circumstances of the offense and employee. Progressive discipline may include serving the employee with a Performance Improvement Plan (PIP) completed by the Department Manager.

Progressive Discipline is not mandatory but preferred. Progressive discipline is intended to provide an employee with adequate notice that his/her conduct or performance is not acceptable and must change or improve and that future violations may result in more severe actions being taken up to and including discharge if the poor performance or misconduct continues. There is no specific number of offenses that must occur before discharge.

The discipline process will generally follow the steps below, however depending on the offense, the Department Manager, upon consultation with the Human Resources Office, may initiate discipline at any of the following steps:

#### 13.06.1 Types of Discipline

- a) Informal counseling for unsatisfactory job performance or misconduct may be verbal or in writing. The informal counseling is not intended to be disciplinary in nature. A counseling memorandum for record should be made for file with a copy provided to the employee. Counseling memorandums are not placed into the employee's official personnel file. Since counseling is not intended to lead to immediate discipline, the verbal or written informal counseling will not discuss or address discipline or future consequences.
- b) Formal counseling/written reprimand for unsatisfactory job performance or misconduct must be given to the employee in writing. Written reprimands are issued for repetition of the offense or if another infraction occurs.
- c) A short suspension for repetition of the offense or another infraction.
- d) A longer suspension for repetition of the offense or another infraction.
- e) Discharge.

During a probationary period, the LHA will determine, at its discretion, whether a person's

employment, movement to a new line of work or placement into a supervisory position will continue. Unsatisfactory job performance, misconduct, or violation of LHA rules by a probationary employee may result in immediate discharge or a lesser penalty at the discretion of the Department Manager.

#### 13.06.2 Department Manager Responsibility

The immediate Department Manager will sign and issue the proposed disciplinary action to the employee. The letter will inform the employee of his/her right to respond orally or in writing or both and to have copies of all materials that served as the basis for the proposed action.

The initiating Department Manager will receive any written reply and hear any oral reply.

The Executive Director hears the employee's reply should make the decision regarding the level of discipline that will be imposed. This Department Manager should fully consider all the information, including the employee's written and oral replies, if any.

### **13.07 Suspension or Relief of Duty**

A Department Manager may suspend or relieve from duty an employee pending conduct or completion of an investigation of, or the opportunity to respond to, disciplinary action.

### **13.08 Proposed Discipline: Due Process**

#### A. Written Notice

If the Department Manager and/or Executive Director recommends any of the actions described in Section 13.06.1 against a permanent employee, then the employee shall be entitled to reasonable written notice of any intended disciplinary action, except in the case of short term suspensions. Such notice shall include notice of the intended disciplinary action, a statement of the charges against the employee, the reasons therefore and copies of any factual information supporting the disciplinary action, the fact that the failure of the employee to respond is conclusively presumed to be a waiver of his/her objection to the discipline and procedure and a statement of the employee's opportunity to respond in writing or at a hearing with a representative of his or her choice within at least five (5) working days. Such response shall occur prior to the disciplinary action, shall not be an evidentiary hearing and shall be made to the Executive Director, or his/her designee.

For these purposes, a short-term suspension shall be one (1) day. For short-term suspensions, the procedures specified above may occur before, during or at a reasonable time after the suspension but employees affected by short-term suspension shall otherwise be provided all of the rights of the procedures specified above.

#### B. Employee Response

An employee notified of proposed disciplinary action may respond by submitting a written response and/or appearing at the appointed place and time for the pre-disciplinary meeting.

The purpose of the meeting is to hear the response of the employee to the charges. It is not an evidentiary hearing and the employee is not entitled to present witnesses. The meeting must be conducted by an objective third party unrelated to the incident.

The Department Manager may grant a brief continuance of the hearing date of the employee's request for good cause.

### **13.09 Imposing Discipline**

As soon as practicable after the employee has had an opportunity to respond, the Department Manager shall notify the employee and the Human Resources Office in writing of the nature and extent of the discipline, if any, and effective date. The notification will also advise the employee of the right of appeal.

### **13.10 Appeal**

A disciplined employee (except probationary employee) may appeal the decision to the Executive Director by filing a written request within ten calendar days of the notice of the decision. The employee may withdraw the appeal at any time by notifying the Department Manager in writing. The appeal shall include the following information.

- a. Employee's name;
- b. The specific nature of the appeal;
- c. The particular rule, regulation, law, policy or procedure allegedly applied or misapplied;
- d. The action desired; and
- e. The name of any person or representative chosen by the employee to pursue the appeal

The failure to appeal a decision within the ten-day period is deemed a waiver of the right to appeal.

The Executive Director may review or assign the matter to a hearing officer from an approved list of hearing officers that have been vetted through the procurement process. The hearing shall be an evidentiary hearing.

### **13.11 Notice of Appeal Hearing**

The Executive Director or his or her designee shall, within ten working days, set a date for the appeal hearing to be within 30 calendar days of the written appeal request. The Executive Director shall give written notice of the date, time and location of the hearing to the appellant and the Department Manager who imposed the discipline. The employee or his or her representative may request a specific change of the time for the appeal hearing.

### **13.12 Conduct of Hearing**



The Executive Director shall appoint a hearing officer to hold a hearing on the appeal. The employee's failure to appear at the hearing is considered a withdrawal of the appeal and the action of the department is final.

Upon completion of the hearing, the hearing officer shall render a written decision and recommendation to the Executive director. The Executive Director shall within ten working days, render a written decision. The decision of the Executive Director is final.

### **13.13 Extension of Time Limit**

Any time limit or stage of procedure in this Chapter may be waived for good cause and with the consent of both parties.

### **13.14 Effect of Disciplinary Actions**

#### **A. Disciplinary Probation**

An employee placed on disciplinary probation accrues vacation and sick leave time, but does not accrue earned time for salary review or promotion while on such probation. The employee is not allowed to compete in promotional examinations while on disciplinary probation. Disciplinary probation may be for up to one year. A person on disciplinary probation may be terminated if he or she fails to meet job requirements.

#### **B. Written Reprimand**

An official reprimand is in the form of a written notice to the employee and is placed in the employee's official personnel file. No employee shall have a written reprimand entered in his or her personnel file without the employee having first read and signed the document, indicating he or she is aware of the comment, except that the reprimand may be placed in the file if after reading the document, the employee refuses to sign it. In that case, the refusal shall be noted and signed by the Department Manager, with a notation that "employee refused to sign."

#### **C. Suspension**

An employee suspended from the Livermore Housing Authority forfeits all rights, privileges, compensation, and benefits during the period of suspension, except that the employee is eligible for COBRA (Consolidated Omnibus Budget Reconciliation Act) benefits. COBRA enacted on April 7, 1986.

#### **D. Reduction in Pay**

Reduction in pay becomes effective at the beginning of the next payroll period following the effective date of the disciplinary action.

#### **E. Discharge**

An employee who has been discharged is paid salary accumulated to the effective date of termination, any compensatory time accumulated, and accrued vacation time.

### **13.15 Return of Company Property**

The separating employee must return all Livermore Housing Authority (LHA) property at the time of separation, including uniforms, cell phones, keys, PCs and identification cards. Failure to return some items may result in deductions from the final paycheck.

The separating employee shall contact the Human Resource Office as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or another day, as mutually agreed on.

Accrued vacation leave will be paid in the last paycheck unless the employee resigned and did not give and work a full two weeks' notice.

Health insurance terminates the last day of the month of employment, unless an employee requests immediate termination of benefits. Information for Consolidated Omnibus Budget Reconciliation (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums under COBRA.

## **CHAPTER 14 – GRIEVANCE PROCEDURE**

### **POLICY**

The Livermore Housing Authority (LHA) shall provide its employees with a fair and prompt method for resolving problems at the lowest possible level. The provisions of this grievance procedure do not apply to at-will employees. All grievance appeals shall terminate at the Executive Director level of review. Retaliatory or discriminatory action for using this procedure or discrimination in the application of a rule or policy is prohibited.

### **RULES AND PROCEDURES**

#### **14.01 Purpose**

The purposes of this grievance procedure are to:

- a) Promote full communication between the Livermore Housing Authority and its employees by providing a reasonable method of resolving disputes regarding wages, hours and other terms and conditions of employment.
- b) Assure the employee of a prompt and fair discussion on the issue involved.
- c) Provide that complaints are settled as near as possible to the point of origin.
- d) Encourage the prompt resolution of problems and complaints.
- e) Enable employees to make their complaints known by orderly process.
- f) Provide that complaints are heard and settled informally, promptly and without fear of reprisal.

#### **14.02 Definition**

A grievance is defined as any dispute, complaint, problem or allegation raised by an employee or group of employees regarding the interpretation or application of these rules, policies or procedures from which the employee or group of employees seeks relief. An individual employee may request resolution under this process, of any grievance or management action which adversely affects the employee's terms and conditions of employment. However, a grievance will be accepted into the formal process only if the employee is able to specify the personal relief that will resolve the grievance. All LHA personnel, except at-will, temporary and probationary employees, are eligible to use this process as a method to resolve complaints or alleged violations of LHA personnel policies, rules or procedures.

#### **14.03 Applicability**

This chapter applies to an individual's complaint or problem, which arises from the application of administrative rules or procedures, or from working conditions or personal conflict;

The grievance procedures in this Chapter do not apply to:

- a) Disciplinary actions, which are governed by Chapter 13;
- b) The determination of the contents of a job position classification or a decision to reclassify a position;
- c) The determination of procedures and standards of selection for employment and promotion;
- d) Items which require capital expenditures;
- e) All Livermore Housing Authority rights reserved in the Livermore Housing Authority's employer-employee relation's resolution.

#### **14.04 Form of Complaint**

An employee (the complainant) may present his or her complaint or problem verbally or in writing. If presented verbally, the complainant may submit the complaint in writing at any stage. The Human Resources Office or Department Manager may request that the complaint be put in writing.

If the complaint is in writing, the Department Manager or Human Resources Office shall respond in writing.

#### **14.05 Grievance Procedure – Department Level - Informal**

A complaint should be considered within the department whenever possible.

The employee should bring the complaint to the attention of the Department Manager as soon as possible. If the employee does not bring the complaint to the attention of the Department Manager within ten calendar days of the date of the action or incident causing the complaint, it is considered a waiver of the employee's right to submit the complaint (unless the action or incident is part of an on-going pattern of behavior, safety violation, or public policy violation), in which case the complaint may be filed directly with the Executive Director or designee.

The Department Manager shall consider the complaint and notify the complainant of her or his action or decision within 30 calendar days from the date the complaint was submitted.

#### **14.06 Executive Director Level – Formal**

If the matter cannot be adjusted or settled by the immediate Department Manager within 30 calendar days from the date of submission, or if the complainant is still dissatisfied after the Department Manager's decision, she or he may submit a formal written complaint to the Executive Director, or his/her designee.

A formal complaint to the Executive Director shall include the following required information:

- a) Name(s) of grievant;
- b) Class title(s);
- c) Department(s); A clear statement of the nature of the grievance/complaint (citing applicable policy, rules or regulations);
- d) The date upon which the event giving rise to the alleged grievance occurred; The date upon which the informal discussion with the supervisor took place;
- e) A proposed solution to the grievance/complaint;
- f) Copies of any supporting documents;
- g) The date of execution of the written grievance/grievance form;
- h) The signature of the grievant(s).

The Executive Director shall confer with the complainant; the Department Managers, and such other persons as may be necessary to gather all the facts and to find a solution. The Executive Director must take action and so notify the complainant within 30 calendar days in writing of his/her decision which shall be final and no further action is required.

#### **14.07 Grievance Against Executive Director**

A complaint or grievance against the Executive Director, shall be filed in writing directly with the Board of Commissioners (Board) and contain the same information as required in Section 14.06 of the Formal Level of Appeal. The Board shall within 30 calendar days, determine the appropriate course of action, which may include conferring with legal counsel and securing the services of an independent investigator.

The Board will notify the complainant of any results of an investigation within 60 calendar days or, if none, provide an update. Complaints and Grievances filed at the Board level, shall not be subject to the time limits in this Chapter. They are provided as a guide.

#### **14.08 Extension of Time Limit**

Any time limit or stage of procedure in this Chapter may be waived for good cause by notifying the complainant of the need for extension.

## **CHAPTER 15 – HARASSMENT AND DISCRIMINATION POLICY AND COMPLAINT PROCEDURE**

### **POLICY**

It is the policy of the Livermore Housing Authority (LHA) to maintain and foster a work environment in which all employees can work free of harassment and discrimination. No form of discrimination or harassment based on race, color, ancestry, national origin, gender, religion, disability (mental and physical, including HIV and AIDS), medical condition (genetic characteristics, cancer or a record or history of cancer), marital status, familial status (households with a child or children under age 18), sex (includes pregnancy, childbirth, breastfeeding and related medical conditions) sexual orientation, age, disabled veteran status, or status as a veteran of the Vietnam era, source of income or any other classification protected by law, toward any employee, applicant, unpaid intern, volunteer, and independent contractors will be tolerated. These protections extend to perceived race, religion, color, national origin, ancestry, disability, medical condition, marital status, sex, sexual orientation and age, or an employee, resident or applicant, landlords, or contractors who is associated with a person who has or is perceived as having any of those characteristics. The LHA will immediately conduct a full, fair, objective and independent investigation of the allegation. Every employee of the LHA has the responsibility to promptly report actual or perceived acts of discrimination, harassment, and/or sexual harassment to the Human Resources, their immediate supervisor, Department Manager or Executive Director. All LHA employees are required to cooperate fully in all aspects of the investigation and resolution of sexual harassment allegations. This policy also prohibits retaliation against an employee who brings or participates in a complaint of discrimination or harassment.

This policy applies to all aspects of employment including (but not limited to) hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, and compensation, training and working conditions. The LHA endorses a “zero tolerance” policy aimed at preventing all such behavior.

Prohibition against harassment and discrimination applies to Commissioners and all individuals who conduct business with the Livermore Housing Authority.

Disciplinary action up to and including termination may be instituted for harassing, discriminatory or retaliatory behavior.

### **RULES AND PROCEDURES**

#### **15.01 Purpose**

The purpose of this policy is to establish the Livermore Housing Authority’s strong commitment to prohibiting harassment and discrimination in the conduct of Livermore Housing Authority business, to define harassment and discrimination and to set forth a procedure for investigating and resolving complaints of harassment.

Retaliation against a person for filing a harassment complaint is prohibited.

## **15.02 Discrimination Definition**

### 15.02.1 Definition of Discrimination

Discrimination is conduct that subjects an employee to disparate treatment on account of his/her protected classification.

### 15.02.2 Examples of Conduct That May Constitute Discrimination

Examples of verbal, physical or visual conduct that may constitute discrimination include, but are not limited to, depriving an employee of employment opportunities on the basis of a protected classification such as:

- a) refusing to hire or promote a person because of a protected classification;
- b) terminating an employee on the basis of a protected classification;
- c) subjecting an employee to different performance standards or reviews because of protected classification, other than in conjunction with a reasonable accommodation offered to a qualified individual with a disability;
- d) disciplining an employee on the basis of a protected classification; or
- e) depriving an employee of job benefits or compensation on the basis of a protected classification.

The standard used for determining whether conduct against a woman is hostile or offensive is how a reasonable woman could have perceived the conduct and not necessarily how a man would perceive the conduct or what the harassing employee intended.

The standard used for determining whether conduct against a man is hostile or offensive is how a reasonable man could have perceived the conduct and not necessarily how a woman would perceive the conduct or what the harassing employee intended.

## **15.03 Harassment**

### 15.03.1 Definition of Harassment

Harassment can be verbal, visual, or physical. Although what constitutes harassment will vary with the particular circumstances, it is defined as unwelcome and directed or related to an employee's classification.

### 15.03.2 Examples of Conduct That May Constitute Harassment

Examples of conduct that may constitute harassment are:

- a) verbal harassment, such as harassing phone calls, jokes, slurs, epithets, anecdotes, or other derogatory comments or slurs directed to an employee or group of employees on account of their protected classification;
- b) visual harassment, through the use of writings, graffiti, e-mail, posters, objects or symbols that insult, ridicule or demean an employee or group of employees' protected classification; visual derogatory posters, notices, bulletins, cartoons or drawings; and
- c) physical harassment, such as unwelcome or offensive touching, stalking, or impeding or blocking movement on the basis of a protected characteristic.

#### **15.04 Sexual Harassment**

Sexual harassment is conduct meeting the criteria and elaborated under this provision.

##### 15.04.1 Definition of Sexual Harassment

Sexual harassment can be verbal, visual, or physical. Although what constitutes sexual harassment will vary with the particular circumstances; it is defined as unwelcome sexual advances, requests for sexual favors and other acts of sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended or actually does unreasonably interfere with an employee's work performance or creates an intimidating, hostile, or offensive working condition. In addition, gender-based discrimination, which may include acts of verbal, nonverbal, or physical aggression, intimidation or hostility based on a person's gender, but not involving conduct of a sexual nature, may be a form of sexual harassment.

Not all sexual harassment occurs between persons of differing power. Sexual harassment may also occur between co-workers. In addition, while the majority of reported cases of sexual harassment involves a male harassing a female, sexual harassment may also involve a female harassing a male, or a male or female harassing a person of the same gender.

##### 15.04.2 Examples of Conduct That May Constitute Sexual Harassment

Examples of verbal, physical or visual conduct that may constitute sexual harassment include, but are not limited to:

- a) Direct propositions of a sexual nature;
- b) Sexual innuendoes and other seductive behavior, including subtle pressure for sexual activity such as repeated, unwelcome requests for dates, and repeated inappropriate comments, staring or touching;
- c) Direct or implied threats that submission to sexual advances will be a condition of employment, promotion, etc.;



- d) Conduct that has the effect of discomforting, humiliating or both, and that includes one or more of the following:
  - (1) comments of a sexual nature, including sexually explicit statements, questions, jokes, anecdotes or graphic material (e.g., sexually explicit visuals such as pin-ups);
  - (2) unnecessary or unwanted touching, patting, massaging, hugging or brushing against a person's body or other conduct of a physical nature;
  - (3) remarks of a sexual nature about a person's clothing or body;
  - (4) insulting sounds or gestures, whistles, etc.;
  - (5) unwelcome and inappropriate letters, telephone calls, electronic mail, or other communications.
- e) Stalking;
- f) Sexual assault.

### **15.05 Retaliation**

The LHA acknowledges and understand that in order to implement a non-discriminatory/non-harassment policy, it is essential that all persons who witness or experience discrimination or harassment of the type prohibited by this policy report that discrimination or harassment immediately in order to facilitate early, effective, efficient, and impartial investigation and intervention by the LHA. Accordingly, any retaliation against an employee for making a discrimination/ harassment complaint, reporting discrimination/harassment that he or she has witnessed, or assisting in a discrimination/harassment investigation is strictly prohibited.

### **15.06 Abusive Conduct**

Abusive conduct means conduct of an employee or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious.

### **15.07 Distribution of Policy**

The Human Resources Office shall distribute a copy of this policy to each employee whenever revisions are made and to each new employee, and annually thereafter.

## **15.08 Complaint Procedure**

An employee or job applicant who believes or alleges that he or she has been subjected to employment discrimination, harassment on the job, a hostile work environment on the basis of his/her legally protected characteristic, abusive conduct or retaliation for having filed a complaint, may make a report orally or in writing with any of the following:

- a) Any supervisor
- b) Any Department Manager
- c) Human Resources
- d) Executive Director if the complaint involves a Department Manager
- e) Board of Commissioners if the complaint involves the Executive Director.

The report should include, details of the incident(s), the names of those involved, the names of witnesses, direct quotes when relevant, and any documentary evidence (notes, pictures, cartoons, e-mail, etc.).

A complaint of employment discrimination or harassment may also be filed with the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH).

### 15.08.1 Step One: Employee (Optional)

An employee may discuss the problem with the offending party in an effort to reach a solution. The problem may simply be a misunderstanding or lack of communication, which may not constitute discrimination or harassment.

### 15.08.2 Step Two: Reporting

If the problem is not corrected by discussing it with the offending party, the employee should report it to his or her supervisor. If the offending party is the complainant's supervisor, the complainant should report the incidents to the next level of supervision. Under these circumstances, Step Three shall apply and, if the parties are unsatisfied with the results of Step Three, then Step Four shall apply. If the offending party is the complainant's Department Manager, the complainant should report the incidents directly to the Executive Director and Step Four of this procedure shall apply. If the offending party is the Executive Director, the complainant should report the incident directly to the Board of Commissioners who shall authorize a swift, thorough and independent investigation of the circumstances around the alleged conduct.

### 15.08.3 Step Three: Department

The Department Manager or his/her designee may attempt to resolve the complaint by discussion with the complainant and the offending party. When this is successful in

resolving the complaint, the Department Manager shall provide the Human Resources with a written memorandum of understanding containing the party's signature and proposed remedial or corrective action, if applicable.

If resolution is not achieved, the Department Manager or his/her designee shall investigate the complaint as follows:

1. Authorize the investigation of the complaint or investigate the complaint. The investigation will include interviews with: 1) the complainant, 2) the accused harasser, or 3) any other person the investigator believes may have relevant knowledge concerning the complaint. This may include victims of similar conduct. During the interview, the complainant may have present any support person he or she wishes. If the complainant wishes to have a trusted Department Manager present for the entire investigation, the Livermore Housing Authority will abide by that request if possible.
2. Review factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment or discrimination; giving consideration to all factual information; the totality of the circumstances, including the nature of their verbal, physical, visual or sexual conduct, and the context in which the alleged incidents occurred;
3. Report the results of the investigation and the determination as to whether violation of LHA's policies on harassment or discrimination occurred to the Human Resources Office and Executive Director or designee. The Department Manager shall provide the Executive Director and Human Resources with a report that documents the nature of the complaint, the department's findings, and the proposed remedial or corrective action, if applicable.

If the Executive Director does not agree with the level of the proposed remedial or correction action, he/she shall notify the Department Manager.

A supervisor, Department Manager, or Executive Director who receives a harassment or discrimination complaint should notify the Human Resources Office immediately.

#### 15.08.4 Step Four: Executive Director

At any stage of the investigation process, the Executive Director may authorize an independent investigation.

If the complainant is unsatisfied with the outcome of the department's investigation or the offending party is the complainant's Department Manager, a complaint may be made to the Executive Director, or his/her designee. The Executive Director or his/her designee shall conduct an investigation independent of the department's investigation. A written report of findings shall be completed that shall include unless otherwise, determined by the Executive Director the facts, findings, and recommended remedies or corrective action, if

applicable. The Executive Director shall notify the Department Manager of the investigative findings and whether remedial or corrective action is required.

Upon the completion of the investigation and determination of the level of remedial or corrective action, if applicable, Human Resources shall advise the complainant of the investigative findings but not of imposed discipline. The complainant shall not be provided a copy of the investigative report. If the investigation reveals no wrongdoing on the part of the accused, Human Resources shall advise the accused of the investigative findings. If the investigation reveals wrongdoing on the part of the accused, the Department Manager or his/her designee shall advise the accused of the investigative findings and impose remedial or corrective action as approved by the Executive Director.

If the Department Manager or Executive Director is the subject of the complaint, the Executive Director or Board as appropriate, shall initiate a prompt investigation and report the results to the appropriate parties.

### **15.09 Follow Up**

Following the investigation, the Department Manager (or Executive Director or Board) shall:

1. If harassment or discrimination occurred, take (or recommend to the Department Manager) prompt and effective remedial action against the accused. The action will be commensurate with the severity of the offense. Any appeal of discipline may be made in accordance with the appeal procedures in Chapter 13 of these personnel rules and procedures;
2. Take reasonable steps to protect the complainant from any retaliation or further discrimination or harassment as a result of communicating the complaint;
3. If appropriate, take action to remedy the victim's employment-related loss, if any, which resulted from the harassment, and;
4. Ensure that departments remain free of discrimination, harassment and retaliation.

### **15.10 Separation of Complainant and Accused**

While a report of discrimination, harassment and/or retaliation is being investigated, the complainant's supervisor/manager shall make every effort to temporarily separate the complainant and the accused. When feasible and practical, the complainant's wishes should be given preference.

### **15.11 Prompt Investigations**

Complaints shall be investigated promptly. Investigations shall normally be initiated within 30 days of receiving a complaint. The nature and details of the investigation process will vary depending on the issues. The LHA's objective is to make a fair determination on what happened so it can then take corrective action, if warranted, as soon as possible. Refusal to investigate, or intentional delay in investigating, is a violation of this policy. In the event that the Executive

Director determines that an investigation may be unduly delayed at any step, an independent investigative officer may be assigned to conduct the investigation.

It is a violation of this policy when a person knowingly or recklessly alleges a false complaint of discrimination, harassment or related retaliation or provides false information during the course of an investigation.

### **15.12 Confidentiality**

To the extent possible, the LHA will make a reasonable effort to investigate complaints in a manner that will protect the confidentiality and privacy interests of all parties. Examples of situations where confidentiality cannot be maintained include circumstances when the LHA is required by law to disclose information and when disclosure is warranted by the LHA in order to protect the rights of others.

Likewise, all employees who are parties, witnesses and participants hereunder should maintain the confidential nature of these complaints in order to protect the parties involved. All employees must make their best effort to keep information confidential to the extent possible consistent with conducting a thorough investigation, enforcing appropriate preventative measures, and adhering to State and Federal law.

### **15.13 Consequences**

LHA takes all complaints seriously. All complaints of discrimination, harassment or retaliation will be investigated. Any employee, who initiates or persists in conduct that is viewed by another as being of a sexual nature, assumes the risk of liability and the possible penalties for such conduct. Managers and supervisors who become aware of sexual harassment and/or retaliation and do not take immediate and appropriate corrective action will be held accountable. Furthermore, offending employees, including supervisors and non-supervisors, can be held personally liable for monetary damages. The LHA will not pay damages assessed personally against an employee.

### **15.14 Appeal**

Final resolution, including avenues of appeal, if any, by an employee or the person accused of harassment, can depend upon several factors, including:

- a) The severity of the alleged behavior; and
- b) The nature of any disciplinary action recommended or taken;
- c) The Human Resources Office will serve as a resource in determining what appeal rights apply in each individual situation.

The decision of the Executive Director shall be final.

The procedures for reporting incidents of harassing or discriminating behavior is not intended to impair, replace or limit the right of any employee to seek a remedy under available state or federal law by immediately reporting the matter to the DFEH or EEOC.

## **CHAPTER 16 – GENERAL REGULATIONS**

### **16.01 Incompatible Activity**

No employee who receives compensation shall engage in any employment, activity or enterprise that is inconsistent, incompatible or in conflict with her or his duties as a Livermore Housing Authority (LHA) employee. Each Department Manager, in consultation with the Executive Director, shall determine those activities which are considered inconsistent, incompatible or in conflict. In making this determination, the Department shall consider activities that involve:

The soliciting or the acceptance by the employee of any money, gift gratuity, or other consideration for the performance of an act which the employee would be required or expected to render in the regular course or hours of her or his LHA employment, or as a part of her or his duties as an LHA employee.

The performance of an act which may later be subject to direct or indirect control, inspection, review, audit or enforcement by such employee or the department in which he or she is employed.

### **16.02 Outside Employment**

No employee who receives compensation shall engage in any outside employment activity, which creates a conflict of interest or work incompatibility as determined by the Department Manager. An employee shall not engage in any outside employment or work related activity, which prevents or reduces the ability to perform the duties or responsibilities of the position with the Livermore Housing Authority. (Reference: Government Code 1125-1128)

### **16.03 Gifts**

No employee shall solicit for personal gain any money, commission, gift, reward, service, thing of value, derive any profit, benefit or advantage, directly or indirectly, from or by reason of any dealings with, or service for the LHA, by himself/herself or otherwise or gratuity of any kind by reason of Livermore Housing Authority employment, except his/her lawful compensation as such officer or employee.

Any violation of the provisions of this section shall render the contract or transaction voidable at the option of the Commission, and may be grounds for disciplinary action.

### **16.04 Financial Interests and Conflicts**

No LHA officer or employee shall have a personal interest, directly or indirectly in any contract, sales or purchases of property, materials, or services of or to LHA.

No Livermore Housing Authority officer or employee shall make, participate in making or in any way attempt to use his or her official position to influence a governmental decision in which they have a financial interest. (References: Government Code 1090, 87100.)

No Livermore Housing Authority officer or employee shall purchase surplus property from the Livermore Housing Authority or sell anything to or contract with the Livermore Housing Authority.

No LHA employee or immediate member of his/her family shall have an interest in, or share in any part of any lease or benefit arising from any transactions under Housing Choice Voucher Program (Section 8) or any future sections under the sponsorship of the LHA if part of their job responsibility is to oversee or make decisions regarding the section 8 program.

All employees shall so arrange their personal financial affairs so that credit and collection agencies will not have to make use of the offices of the Livermore Housing Authority, the Department Manager, or Executive Director for the purpose of making collection. Supervisors should be watchful for real or perceived conflicts of interest and take immediate and positive steps to resolve them when they become known.

Employees and supervisors have an affirmative duty to immediately report any real or perceived conflicts of interest when they become known. Reports will be made to the employee's Department Manager, Executive Director or the Human Resources Office.

#### **16.05 Licenses and Certificates**

Each employee, who is required to maintain a license or certificate as a condition of employment, is responsible for renewing or otherwise maintaining its validity and shall notify the Department Manager immediately of its expiration, restriction, or withdrawal. Failure to do so may result in disciplinary action.

#### **16.06 Fitness for Duty**

Each employee is responsible for maintaining his or her health, physical fitness, and personal conduct, and shall not engage in any activity that would have an adverse impact on the ability to carry out his or her duties and assignments.

Employees may not be under the undue influence of alcohol or illegal use of drugs (including the abuse of prescription or over-the-counter drugs) in the work place.

#### **16.07 Political Activities**

No officer or employee of the Livermore Housing Authority shall solicit political funds or contributions from other officers or employees of the Livermore Housing Authority (except when communicating by mail or other mass media to a significant segment of the public which may include Livermore Housing Authority officials and employees). (Reference: Government Code 3206)

No employee shall participate in political activities of any kind during working hours. (Reference: Government Code 3207)

##### **16.07.1 Voting**



Under State law, California Elections Code section 14001, employees are eligible for paid time off for the purpose of voting only if they do not have sufficient time outside of working hours to vote. Employees shall have as much time as they need in order to vote, but only a maximum of two hours is paid. Employees shall only take time off for voting at the beginning or end of their shift, and must give advanced notice if additional time is needed.

### **16.08 Dress Guidelines**

It is LHA's policy that all employees assigned to an office work area must wear attire suitable and appropriate for a professional office setting. Staff assigned to field duties must wear attire suitable and appropriate for field duties.

Clothing should be clean, neat, and in favorable condition. Personal hygiene should be practiced.

The Executive Director will rely on employees to use good judgment in their day-to-day application of these guidelines within the LHA's office settings and within its field encounters with the public.

Good judgment must be exercised to accomplish the professional appearance standard of this policy.

This policy is subject to review and refinement on a periodic basis. Any questions or concerns should be brought to the attention of Department Managers.

### **16.09 Background and Reference Checks**

To ensure that individuals who join the Livermore Housing Authority (LHA) are well qualified and to ensure that the LHA maintains a safe and productive work environment, it is our policy to conduct pre-employment background checks on all applicants who accept an offer of employment. Background checks may include verification of any information on the applicant's resume or application form.

All offers of employment are conditioned on receipt of a background check report that is acceptable to the LHA. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

If information obtained in a background check would lead the LHA to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy. Background checks may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment.

Additional checks such as a driving record or credit report may be made on applicants for particular job categories if appropriate and job related.

The LHA also reserves the right to conduct a background check for current employees to determine eligibility for promotion or reassignment in the same manner as described above.

## **CHAPTER 17 – OFFICIAL VEHICLES**

### **POLICY**

Motor vehicles furnished by the Livermore Housing Authority (LHA) for the conduct of LHA official business are to be used solely for that purpose. Conduct of LHA business means using, driving, operating, storing, or parking, in the performance of or necessary to or in the course of the duties of an LHA employee in the performance of official duties, it also includes use in emergency cases where ordinary humanity dictates no other course than to render aid to persons in distress. No LHA employee shall transport persons in any LHA owned motor vehicle unless such transportation is necessary in the conduct of LHA business. Employees assume the duty of obeying all motor vehicle laws, maintaining the vehicle properly at all time and, otherwise, following the policies, rules and procedures outlined herein.

### **RULES AND PROCEDURES**

#### **17.01 Vehicle Fleet Purpose**

The LHA vehicle(s) are provided to support business activities and are to be used only by qualified and authorized employees. They are not to be considered a part of an employee's compensation and must not be used as an inducement for employment. In all cases, these vehicles are to be operated in strict compliance with motor vehicle laws of the jurisdiction in which they are driven and with the utmost regard for their care and cost efficient use.

- LHA vehicles may not be used for business activities of other companies.
- LHA vehicles may not be driven out of state.

LHA furnished vehicles may not be used by employees for personal convenience or benefit. Any employee who misuses an official vehicle may be prosecuted under State and Federal Law. If an accident were caused by driver negligence during misuse of an official vehicle, the LHA may disclaim liability and the driver may have sole financial responsibility. Use of an official vehicle as transportation between the work site and the employee's residence may be approved when:

- A. The employee's work requires a vehicle at or near his or her lodging so that he or she can respond to Livermore Housing Authority emergencies.
- B. The employee is required to leave for or return from a field trip unusually early or late.
- C. Special or emergency conditions, such as unexpected overtime make it unreasonable to expect the employee to use normal mode of transportation.

#### **17.02 Use of Safety Belts**

The driver of an LHA vehicle shall operate his/her vehicle only after the safety belts have been properly fastened by the driver and the passengers in the vehicle. These safety belts shall remain fastened at all times while the vehicle is in motion.

### 17.02.1 Golf Cart Usage

Employees who operate golf carts on LHA premises must practice safety precautions to avoid injury to themselves or others. Carts should not be placed in an area that impedes public ingress or egress.

### **17.03 Valid Driver's License**

Except as provided herein, no LHA employee shall drive an LHA owned motor vehicle without a valid Motor Vehicle Operator's License issued in the state of residence for the class of the vehicle being operated and a driving record which permits the employee to be insured by the LHA's motor vehicle insurance carrier as part of the regular group policy.

### **17.04 Driver Qualifications**

Driver qualifications are as follows:

1. Authorized employee of LHA.
2. Must be at least 21 years of age.
3. Have at least one year of experience in the class of vehicle operated.
4. Must meet licensing requirements.
5. Will not qualify for use of LHA vehicle if, during the last 36 months, the driver had any of the following experiences:
  - a) Been convicted of a felony.
  - b) Been convicted of sale, handling or use of drugs.
  - c) Has automobile insurance canceled, declined or not renewed by a LHA.
  - d) Been convicted of an alcohol- or drug-related offense while driving.
  - e) Had driver's license suspended or revoked.
  - f) Been convicted of three or more speeding violations or one or more other serious violations.
  - g) Been involved in three or more chargeable accidents.

### **17.05 Review of Motor Vehicle Record**

State Motor Vehicle Records (MVRs) will be used as the source for verifying driver history. MVRs will be obtained and reviewed at least annually on employees. The insurance LHA requires that we provide them with the driver's license number and date of birth for anyone who may drive a

LHA vehicle.) Driving privileges maybe withdrawn or suspended and/or the LHA vehicle removed from any authorized driver not meeting the above requirements. In addition, appropriate disciplinary action may be taken, up to and including termination of employment.

#### **17.06 Rules Applying to use of LHA Vehicles**

Only authorized employees may use vehicle. All employees must meet all driver qualifications and rules in this agreement.

- A. Use by employee's spouse or significant other or children are prohibited.
- B. Personal trailers, including boat and recreational vehicles, are not to be pulled.
- C. LHA vehicle is not to be driven while under the influence of alcohol or any
- D. controlled substance.
- E. Possession, transportation or consumption of alcohol or illegal drugs by anyone in the vehicle is not allowed.
- F. Driver and all passengers must wear available personal restraints.
- G. Report any accident immediately to police and your manager.

Any exceptions to these rules requires advance, written approval by approved LHA manager or officer. Violation of these rules will result in disciplinary action from removal of driving privileges to termination of employment.

#### **17.07 Maintenance**

Authorized drivers are required to properly maintain the vehicles at all times.

Vehicles should not be operated with any defect that would inhibit safe operation during current and foreseeable weather and lighting conditions. Preventive maintenance such as, but not limited to regular oil changes, lubrication, tire pressure, tire replacement, brake pad & rotor replacement and fluid checks determine to a large extent whether you will have a reliable, safe vehicle to drive and support work activities.

#### **17.08 Employee use of Other than LHA Owned Vehicles for Business Use**

The LHA does not assume any liability for bodily injuries or property damage the employee may become personally obligated to pay arising out of an incident occurring in connection with operation of other than LHA owned vehicles. The reimbursement to the employee for the operation of other than LHA owned vehicles on LHA business includes the allowance for the expense of automobile insurance.

You are required to have minimum liability limits of \$250,000/\$500,000/\$100,000, plus EXCESS

LIABILITY OF \$1,000,000. The LHA does not specify and assumes no responsibility for any other coverage employees carry on the vehicles used since this is a matter of individual preference. The employee is responsible for providing proof of coverage to the employer on an annual basis.

### **17.09 Traffic Violations**

Fines for parking or moving violations, towing storage or impoundment are the personal responsibility of the assigned operator. The LHA will not condone nor excuse ignorance of any motor vehicle violations that result in court summons being directed to itself as owner of the vehicle.

Each driver is required to report all moving violations to their manager within 24 hours. This requirement applies to violations involving the use of any vehicle (LHA, personal or other) while on LHA business. Failure to report violations will result in appropriate disciplinary action, including revoking of driver privileges and possible termination of employment.

Please be aware that motor vehicle violations incurred during non-business (personal use) hours will also affect your driving status as well and are subject to review.

### **17.10 Cellular/Mobile Phones**

Cellular/mobile phones should not be used while operating a vehicle. Using a cell phone while driving leads to an increased risk of having an accident through a lack of attention to driving. Inattention is the #1 cause of vehicle accidents in America. Inattention can also involve adjusting the radio, eating, smoking, daydreaming, talking to passengers, things outside the vehicle, and other distractions.

1. Allow voice mail to handle your calls and return them at your safe convenience.
2. If you need to place or receive a call pull off the road to a safe location.
3. Ask a passenger to make or take the call.
4. Inform regular callers your driving schedule, and when you will be available to talk.
5. Keep your hands on the wheel and your eyes and mind on the road while driving.

### **17.11 Driver Responsibility**

Each driver is responsible for the actual possession, care and use of the LHA vehicle in their possession. Therefore, a driver's responsibilities include, but are not limited to, the following:

1. Operation of the vehicle in a manner consistent with reasonable practices that avoid abuse, theft, neglect or disrespect of the equipment.
2. Obey all traffic laws.

3. The use of seat belts and shoulder harness is mandatory for driver and passengers.
4. Adhering to manufacturer's recommendations regarding service, maintenance and inspection. Vehicles should not be operated with any defect that would prevent safe operation.
5. Attention to and practice of safe driving techniques and adherence to current safety requirements.
6. Restricting the use of vehicles to authorized driver, spouse or significant other.
7. Reporting the occurrence of moving violations.
8. Accurate, comprehensive and timely reporting of all accidents by an authorized driver and thefts of a LHA vehicle to your LHA Manager.

Failure to comply with any of these responsibilities will result in disciplinary action, up to and including termination of employment.

### **17.12 Preventable Accidents**

A preventable accident is defined as any accident involving a LHA vehicle – whether being used for LHA or personal use – or any vehicle while being used on LHA business that results in property damage and/or personal injury, and in which the driver in question failed to exercise every reasonable precaution to prevent the accident.

#### **Safety Guidelines to Prevent Accidents**

Do not follow too close

Do not drive too fast for conditions

Do not fail to observe clearances

Do not fail to obey signs

Do not make improper turns

Do not fail to observe signals from other drivers

Do not fail to reduce speed

Do not park improperly

Do not pass improperly

Do not fail to yield

Do not back up improperly

Do not fail to obey traffic signals or directions

Do not exceed the posted speed limit

Do not drive while intoxicated (DWI) or drive under the influence (DUI) or similar charges.

### **17.13 Vehicle Operation Damage Report**

The Executive Director or his/her designee shall administer the vehicle operation damage report program, including all forms and procedures. Vehicle operation damage report forms shall be placed and maintained in a conspicuous place in every LHA vehicle. The driver of any LHA vehicle is responsible for completing a report on the provided form and submitting it within 24 hours following any collision in which any damage may have been caused or any other situation in which there was damage caused to an LHA vehicle.

#### **17.13.01 Procedures for Employees Involved in a Vehicle Accident**

1. Call the police on all accidents and obtain a copy of the police report.
2. The employee shall not leave the scene unless he/she is released by the responding law enforcement agency, a supervisor, or is in need of immediate medical treatment. If the other party leaves the scene, the LHA employee shall document the license number for law enforcement.
3. The employee shall attempt to obtain the identity of the other party and any witnesses involved in the incident. Information obtained shall include the name, address, and insurance information pertaining to the other party. Exchange vehicle identification, insurance LHA name and policy numbers with the other party.
4. The employee shall not express any opinion as to fault, responsibility or liability, nor any of the facts of the incident without prior consultation with either the Department Manager or Human Resources, except when questioned by the employee's supervisor or by the investigating law enforcement officer.
5. The employee shall report the incident to his/her Department Manager, immediately after a vehicle accident. The employee shall complete the Automobile Accident Report form along with any additional pertinent information, which shall be sent to the Department Manager. All incidents shall be reported within 24 hours even if no injuries are reported or damage observed.
6. The employee shall not participate in any direct contact with any individuals or witnesses involved subsequent to the incident for any reason. Any inquiries shall be referred to the Department Manager.

### **17.14 Theft**

In the event of the theft of a LHA vehicle, notify local police and the Department Manager



immediately.

#### **17.15 Liability for Costs of Misuse**

Any employee who misuses an LHA motor vehicle shall be liable to the LHA for the actual cost proximately resulting from any misuse by him of such LHA motor vehicle, in addition to any disciplinary action that may be imposed.

#### **17.16 Disciplinary Action for Misuse**

An employee who uses an LHA owned motor vehicle otherwise than for use in the conduct of LHA business or in other violation of this Article may be subject to disciplinary action up to and including discharge.

**EMPLOYEE AUTHORIZATION AND ACKNOWLEDGEMENT OF RECEIPT OF LHA VEHICLE POLICY**

As a driver of a LHA vehicle or my own vehicle on the LHA’s behalf, I understand that it is my responsibility to operate the vehicle in a safe manner and to drive defensively to prevent injuries and property damage. Drivers must have a valid driver’s license for the type of vehicle to be operated and keep the licenses(s) with them at all times while driving. All drivers must comply with all applicable regulations.

I also understand that my employer will periodically review my Motor Vehicle Record to determine continued eligibility to drive a LHA vehicle or operate my own vehicle on the LHA’s behalf. In accordance with the Fair Credit Reporting Act, I have been informed that a Motor Vehicle Record will be periodically obtained on me for continued employment purposes.

I acknowledge the receipt of the above disclosure and authorize my employer or its designated agent to obtain a Motor Vehicle Record Report.

This authorization is valid as long as I am an employee or employee candidate and may only be rescinded in writing.

Employee’s Signature \_\_\_\_\_

Employee Name (Print) \_\_\_\_\_

Driver’s License Number \_\_\_\_\_

Employee’s Signature Date \_\_\_\_\_

(Sign and retain the original copy in the employee’s file)

## CHAPTER 18 – TRAVEL

### POLICY

All officers, Commissioners and employees of the Livermore Housing Authority (LHA) shall be allowed their reasonable and necessary travel expenses who travel in connection with the performance of official duties of the LHA. Travel expenses will be reimbursed or compensated in accordance with Federal General Services Administration (GSA) per diem guidelines governing employee travel. Where these policies, rules and procedures conflict with Federal GSA guidelines, the latter shall supersede.

### RULES AND PROCEDURES

#### 18.01 General

All officers and employees shall be allowed their necessary travel expenses in the performance of official duties in accordance with the LHA's travel policy. The Executive Director is responsible for developing and managing travel programs consistent with the best interests of the LHA and for justifying the annual budgetary requests therefore, Furthermore, Executive Director is responsible for each instance for ascertaining the need for and the mode of travel, the conservation of travel funds, and authorization of travel.

- A. These travel rules are to be reviewed annually by the Executive Director and can only be changed by a majority vote of the Board of Commissioners.
- B. All travel must be authorized by an appropriately designated travel authorizer.
- C. The Executive Director has the responsibility to supervise the maintenance of correct and complete travel records, including receipts.
- D. Travel shall be categorized as local or long distance.
- E. Advances for routine and expected expenses are authorized. Excess monies owed the Livermore Housing Authority after final reconciliation must be paid within fifteen (15) days.
- F. Final reconciliation of travel must be initiated within seven (7) days after completion of travel.
- G. All individual expenses exceeding \$5.00 must be receipted.
- H. Special exceptions to these rules may be approved on a case-by-case basis by a majority of the Board of Commissioners.
- I. Emergency travel that must be performed with exception to these rules must be approved by the commission chairperson.
- J. Travel expenses not covered by these rules shall be decided by the Executive Director if

costs do not exceed \$50.00 and by both the Executive Director and Commission Chairperson for costs exceeding \$50.00.

### **18.02 Authorization of Travel**

Travel must be authorized in the following manner:

<u>Traveler</u>	<u>Type of Travel</u>	<u>Approved by</u>
Staff	All	Executive Director
Executive Director	Local	none
Executive Director	Long distance	Board
*Commissioners	Local	Chairperson
*Commissioners	Long distance	Board
Chairperson	Local	none
Chairperson	Long distance	Board

\*Not including Chairperson

### **18.03 Commissioner’s Travel Policy**

Authorization for long distance travel will require that a “Commissioner’s Request for Travel” form be submitted to the board for approval.

After the traveler’s return, a written report shall be delivered to the board and include the Commissioner’s recommendations as to scope and impact, prior to further travel paid for by Livermore Housing Authority.

### **18.04 Local Travel**

Local travel is official business travel within 100 miles of the Livermore Housing Authority office (one-way). It is limited to one calendar day. Overnight lodging is not reimbursed. The only exception will be when prior approval is obtained because of hardship. Examples include a two or three-day conference in San Francisco with early morning starting time, night blindness, etc. It does not cover normal commuting time or expense between residence and the Livermore Housing Authority office.

- A. Authorization for local travel need only be verbal.
- B. Reconciliation after travel will be carried out on a Livermore Housing travel form.
- C. Reimbursement is allowed for:

- 1) Mileage at the currently published IRS rate;
  - 2) Tolls and Parking;
  - 3) Meals and incidental expenses incurred while attending official LHA business such as one-day conference or training, or an off-site meeting, up to \$16 per day, and must be receipted;
  - 4) Other expenses must be receipted and approved by the Executive Director.
- D. Local travel that is limited to one calendar day within the Livermore Housing Authority jurisdiction does not qualify for per diem.
- E. Local travel that spans more than one calendar day and requires overnight lodging due to hardship will be subjected to GSA per diem rates at the destination of travel.
- F. Ride sharing, public transportation, and use of Livermore Housing Authority vehicles are encouraged for local travel.

### **18.05 Long Distance Travel**

Long distance travel is that which exceeds 100 miles one way and which requires overnight lodging.

- A. Written authorization must be obtained on form LHA-TR-2 prior to the start of travel.
- B. Reconciliation after travel will be carried out on form LHA-TR-3.
- C. Reimbursement is allowed for:
  - 1) Commercial transportation, not to exceed Tourist class airfare. Reimbursement will be authorized on the least expensive mode of transportation. Employees choosing a more expensive mode of transportation will be responsible for the additional costs;
  - 2) Per Diem based upon Federal GSA rates for this jurisdiction;
  - 3) Mileage at the currently published IRS rate;
  - 4) Tolls and Parking;
  - 5) Fares (trains, buses, shuttle vans, taxi cabs, etc.);
  - 6) Other expenses must be receipted and approved by the Executive Director.

### **18.06 Travel Advances**

Travel advances can only be issued after form LHA TR-4 has been completed.

The Executive Director or the Chairperson shall determine authorization for and the amount of the advance.

### **18.07 Guidelines for Relocation Travel**

In unusual cases, the LHA may reimburse new employees hired into regular full-time positions for all or a portion of their actual and documented relocation expenses in connection with accepting a job with the LHA. Generally, reimbursement will be offered only when the prospective employee has unusually high skills for the position and/or the position is critical or hard to fill. To be eligible, the prospective employee must be relocating at least 50 miles farther from the former home than the old job location was from the former home, e.g., if the old main job was 3 miles from the former home, the new main job must be at least 53 miles from the former home (see IRS Publication 521 on Moving Expenses). The Executive Director must give prior written approval to provide a relocation reimbursement prior to reimbursement being offered. The reimbursement will be limited to a specific amount, e.g., \$10,000 but will not exceed the employee's actual and documented expenses. An employee accepting relocation travel reimbursement will sign an agreement obligating him/her to remain with the LHA for one (1) year unless the LHA terminates employment. The voluntary departure of the employee requires the repayment of a prorated share of the amount of the reimbursement unless the Executive Director releases the employee from the obligation.

## **CHAPTER 19 – PROPERTY AND TIME**

### **POLICY**

The Livermore Housing Authority (LHA) strives to ensure that its resources, including human resources are appropriately utilized at all times. It is the policy of the LHA that no employee shall take possession of, either temporarily or permanently of LHA property for personal advantage or use.

### **RULES AND PROCEDURES**

#### **19.01 Use of Livermore Housing Authority Property and Time**

Employees may not appropriate any article of Livermore Housing Authority property, including, scrap and salvage material, for personal use. Supplies and equipment may not be taken off-site except for official work, and must be accompanied by an official pass.

Property means tangible property: land, facilities, tools, materials, equipment, and all such things of intrinsic value. Unauthorized use of property includes, but is not limited to:

- A. Using material of facilities to repair privately owned appliances, vehicles and the like.
- B. Using equipment, tools, stationery, or official vehicles for personal purposes.
- C. Using Livermore Housing Authority property for outside business.
- D. Misappropriating materials by falsifying or causing to be falsified such documents as purchase orders, store requisitions, material passes or by any other direct or indirect means, including theft.

Employees are responsible for observing working hours established by the Executive Director. Improper use of working time includes any use of Livermore Housing Authority time for non-Livermore Housing Authority work.

#### **19.02 Application of Rules**

These rules shall apply to all departments in the Livermore Housing Authority. The Executive Director and Department Managers may establish additional rules to meet special needs, so long as set rules and regulations do not conflict with these personnel policies as set forth.

## **CHAPTER 20 – ELECTRONIC COMMUNICATION**

### **POLICY**

The Livermore Housing Authority (LHA) is responsible for ensuring that its information is securely stored and accessible to and shared with those who have a legitimate business need. Information security is the responsibility of all LHA employees. The LHA provides access to electronic messaging to employees, contractors, volunteers and other authorized users to perform their duties. Employees and other authorized users may not use LHA electronic systems to monitor or tamper with the communications of others or official business documents. Users of LHA electronic communication systems are not only subject to LHA policies and procedures, but also applicable local state, and federal laws. Employees and authorized users shall not access, send or upload unauthorized applications, files or other data, send offensive or abusive messages, chain letters, pyramid schemes, conduct any activity which adversely affects the availability, confidentiality or integrity of the LHA's technology, intentionally transmit computer viruses, or any other similar activity. Use of LHA electronic communication devices are a privilege and may be revoked if abused. The LHA understands that occasional and incidental personal use may occur, however; excessive personal use of the telephones, internet, computers, etc. is not permitted. Violations of this policy may be subject to disciplinary action up and including dismissal.

### **RULES AND PROCEDURES**

The following guidelines have been established for the Livermore Housing Authority's (LHA) employees use company-provided equipment.

#### **20.01 Computers, Telephones, Mechanical and Other Electronic Equipment**

The LHA reserves the right to have access to information stored in its computers, telephones, laptops, cell phones and any other mechanical and electronic equipment whenever the business needs require it.

All equipment provided by LHA remains its property and employees should not expect their use of that equipment or communications made through LHA-provided equipment to be private or confidential. LHA provided equipment may not be used for storing, retrieving, or transmitting defamatory, discriminatory, harassing, or pornographic materials.

Employees should not open suspicious e-mails, pop-ups or downloads. Internal and external e-mails are considered business records and may be subject to discovery in the event of litigation.

Employees are forbidden from using disparaging, abusive, profane or offensive language; creating, viewing or displaying materials that might adversely or negatively reflect upon the LHA or not in the LHA's best interests.

Employees shall not engage in any illegal activities, including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and company-provided equipment such as cell phones and laptops.



Equipment provided by the LHA is not to be used for purposes inconsistent with LHA's policies or as a means contrary to law. Employee access privileges to electronic communications begin on the date of employment and end at 5pm on the date of employment termination.

## **20.02 Right to Monitor Work Areas**

Employees have a reasonable expectation of privacy in the workplace. Simultaneously, the Livermore Housing Authority has a legitimate interest in maintaining a safe and efficient work environment. A Department Manager's search of his or her employee's work area, office, desk, locker or file cabinets is justified if conducted with a witness and if necessary for a work-related purpose or if there is a reasonable suspicion of employee misconduct. The scope of the search must be limited to serve only the legitimate purpose and does not include the right to search inside personal property found in those areas.

## **20.03 Personal Telephone Use**

Personal telephone calls are not to be made on LHA time or from LHA phones, if at all avoidable. If an employee must make or receive occasional personal calls at work, they should be kept to a minimum. Personal toll or long-distance calls must be charged to employees' home telephone or credit card.

## **20.04 Employee Access to Wi Fi with Personal Device**

LHA grants its employees the privilege of using smartphones and tablets at work for their convenience. LHA reserves the right to revoke this privilege if users do not abide by the policies and procedures outlined below.

This policy is intended to protect the security and integrity of LHA's data and technology infrastructure. Limited exceptions to the policy may occur due to variations in devices and platforms.

LHA employees must agree to the terms and conditions set forth in this policy in order to be able to connect their devices to the company network.

### 20.04.1 Acceptable Use

Employees shall have access to company Wi-Fi while on LHA premises. This access is intended to grant an alternative method for staff to connect their mobile apps using their smartphone and/or tablet instead of using their cellular data plan. In order to connect to the company Wi-Fi, staff must be physically present in the office.

Access to internet and other online content while on company Wi-Fi will be subject to the same security filters as the LHA local area network.

### 20.04.2 Devices and Support

Smartphones including iPhone, Android, Blackberry and Windows phones are allowed.

Tablets including iPad and Android are allowed.

Connectivity issues are not supported by LHA; employees should contact the device manufacturer or their carrier for operating system or hardware-related issues.

Devices must be presented to LHA for proper job provisioning and configuration of standard apps, such as browsers, office productivity software and security tools, before they can access the network.

#### 20.04.3 Security

In order to prevent unauthorized access, devices must be password protected using the features of the device and a strong password is required to access the LHA network.

Passwords must be at least six characters and a combination of upper- and lower-case letters, numbers and symbols. Passwords will be rotated every 90 days and the new password can't be one of 15 previous passwords.

The device must lock itself with a password or PIN if it's idle for five minutes.

After five failed login attempts, the device will lock.

Rooted (Android) or jailbroken (iOS) devices are strictly forbidden from accessing the network.

Employees are automatically prevented from downloading, installing and using any app that does not appear on the LHA's list of approved apps.

Smartphones and tablets that are not on the LHA's list of supported devices are not allowed to connect to the network.

Employees' access to company data is limited based on user profiles defined by LHA and automatically enforced.

The employee's device may be remotely wiped if 1) the device is lost, 2) the employee terminates his or her employment, 3) LHA detects a data or policy breach, a virus or similar threat to the security of the company's data and technology infrastructure.

#### 20.04.4 Risks/Liabilities/Disclaimers

While LHA will take every precaution to prevent the employee's personal data from being lost, in the event it must remote wipe a device, it is the employee's responsibility to take additional precautions, such as backing up email, contacts, etc.

LHA reserves the right to disconnect devices or disable services without notification.

Lost or stolen devices must be reported to the company within 24 hours. Employees are responsible for notifying their mobile carrier immediately upon loss of a device.

The employee is expected to use his or her devices in an ethical manner at all times and adhere to the LHA's acceptable use policy as outlined above.

The employee is personally liable for all costs associated with his or her device.

The employee assumes full liability for risks including, but not limited to, the partial or complete loss of company and personal data due to an operating system crash, errors, bugs, viruses, malware, and/or other software or hardware failures, or programming errors that render the device unusable.

LHA reserves the right to take appropriate disciplinary action up to and including termination for noncompliance with this policy.

## CHAPTER 21 – DRUG-FREE WORKPLACE

### POLICY

The Livermore Housing Authority and all properties under its control and management are a drug-free workplace. The use of illegal drugs by LHA employees either on or off LHA premises is not consistent with the laws of the United States. In addition, the use of an illegal drug can impair the ability of an employee to perform his/her job duties and responsibilities. It is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance on LHA property. Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. It is our intent and obligation to provide a drug free, healthful, safe and secure work environment.

The unlawful manufacture distribution, dispensation, possession, or use of a controlled substance on LHA premises or while conducting business off LHA premises is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences. The LHA recognizes drug dependency as an illness and a major health problem. The LHA also recognizes drug abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use the employee assistance program and health insurance plans, as appropriate. Conscientious efforts to seek such help will not jeopardize any employee's job, and will not be noted in any personnel file.

Employees must, as a condition of employment, abide by the terms of the above policy and report any occurrences on or off LHA premises while conducting its business. A report of a conviction must be made within five (5) days after the conviction. This requirement is mandated by the Drug Free Workplace Act of 1988.

In keeping with its strong commitment to maintaining the health and safety of its employees, residents, facilities and equipment and a drug-free workplace, the LHA will test for impairment by drugs or alcohol in the following circumstances:

- A. Post Job Offer/Pre-employment. Offers of employment will be conditional pending the outcome of an alcohol and drug-screening test. Alcohol and drug testing must be complete before the employee begins work. Individuals refusing to be tested will be disqualified from employment.
- B. Reasonable Suspicion. The LHA will require employees to submit to a drug or alcohol test in those cases where the employee's supervisor, and at least one other witnesses, have a reasonable suspicion that the employee's faculties are impaired on the job and/or that the employee's impairment represents a clear and present danger to the physical safety of the employee, another employee, a member of the public, or extensive damage to property or equipment.
- C. After Request for Reasonable Accommodation. Employees who voluntarily come forward to ask for professional assistance in overcoming a personal problem, including drug or alcohol dependence, will be provided assistance in helping them overcome their dependence. Employees voluntarily coming forward will not be disciplined. These employees must consent to being tested upon their first admission to an assistance

program, throughout their participation in the program, prior to returning to duty, and to be subject to random testing for a reasonable time not to exceed five (5) years after they return to work.

At all times, employees must be physically and mentally fit to perform their duties in a safe and efficient manner. The Executive Director will provide annual reports to the Board of Commissioners regarding the operation of this policy.

## **RULES AND PROCEDURES**

In accordance with the Drug-Free Workplace Act of 1988, the LHA is required to provide a drug-free work environment and to promote drug-free awareness among its employees. Every employee without regard to type of appointment or type of work, including independent contractors and consultants will receive a prepared LHA Statement on Drug-Free Workplace and will be required to sign it acknowledging receipt and placed on file with the Human Resources Office.

### **21.01 Definitions**

- A. **CONVICTION** - A finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violation of the federal or state criminal drug statutes.
- B. **CRIMINAL DRUG STATUTE** - A criminal statute involving unlawful manufacture, distribution, dispensation, use or possession of any controlled substance.
- C. **"GOOD FAITH" MAINTENANCE EFFORT** - The LHA will make a good faith effort to maintain a drug-free workplace by complying with the law's requirements and implementing the measures outlined in this policy.
- D. **DRUG-FREE WORKPLACE ACT CERTIFICATION** - As a condition of receiving a federal grant, the LHA will certify to its federal grantor agencies that it will provide a drug-free workplace. The LHA will file a separate certificate for each new grant or contract, or renewal of an existing grant or contract.
- E. **GRIEVANCE RIGHTS** - Disciplinary actions including termination imposed upon an employee for violation of this policy are subject to the administrative or union grievance procedures.
- F. **REASONABLE SUSPICION** - Reasonable suspicion exists where there are reasons to believe that an employee is impaired by drug or alcohol abuse. There must be documented and objective reasons to believe the employee is impaired. Reasonable suspicion could include, but not be limited to: observations regarding appearance, behavior, speech or body odors, indications of withdrawal from a controlled substance, fighting (physical contact), assaults, or flagrant disregard or violation of established safety or security procedures.
- G. **CONTROLLED SUBSTANCE** - A drug or other substance, or immediate precursor, as

defined in U.S. Code Title 21, Chapter 13, Subchapter I, Part A, Section 802(6) included in schedule I, II, III, IV or V of part B of Subchapter 1. The term does not include distilled spirits, wine, malt beverages or tobacco.

## **21.02 Work Rules**

The following work rules apply to all employees, whenever they are working, are operating any LHA vehicle, are present on company premises, or are conducting related work off-site, they are prohibited from:

- A. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
- B. Being under the influence of alcohol or an illegal drug as defined in this policy.
- C. The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body while performing LHA business or while in an LHA facility is prohibited.
- D. The LHA will not allow any employee to perform their duties while taking prescribed drugs that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.
- E. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

## **21.03 Drug Testing**

Employees of the LHA are subject to drug testing consistent with the LHA's Drug Free Workplace policy and will be conducted in the following circumstances:

- A. **Post Job Offer/Pre-employment Drug Testing.** Once a tentative selection has been made for a position or a prospective employee is referred from an outside source for employment, the prospective employee will be directed to appear at the testing facility for a screening test. Offers of employment will be conditional on the outcome of the test and the test must be complete before the employee begins work. Individuals refusing testing will be disqualified. An individual who wishes to, will be provided with a reasonable opportunity to rebut or explain the test results. Applicants who test positive are disqualified from further consideration for employment.
- B. **Reasonable Suspicion Drug and Alcohol Testing.** The LHA is concerned about its employees and when behavior or appearance suggest a problem, the LHA desires to protect the affected employee, other employees, the public, equipment and facilities from harm. In carrying out its duty to prevent harm, a reasonable suspicion test for drugs or alcohol will be conducted when the immediate supervisor and at least one (1) other supervisors substantiate and concur that the employee is impaired on the job, the employee's

impairment represents a clear and present danger to the physical safety of the employee, another employee or a member of the public. The observations of the supervisors must be clear, objective, individualized to the person who appears impaired, and the supervisors must be able to clearly articulate the reasons for their reasonable suspicions. Examples of impairments or observations include but are not limited to:

- 1) Appearance, behavior, speech or body odors;
- 2) Indications of chronic use or withdrawal effects of controlled substances;
- 3) Fighting (physical contact), assaults, or flagrant disregard or violation of established safety or security procedures.

Reasonable suspicion testing must be conducted as soon as possible after the observation, generally within two (2) hours but no later than eight (8) hours after observation. A supervisor or other responsible LHA official must take the employee to the testing facility. In no case will the employee be allowed to transport him/herself to the testing facility. No determination regarding a course of action will be made until the test results are final.

The Executive Director will enter into contracts with certified testing facilities to obtain and test samples and report results. The Executive Director may also prepare additional implementing instructions to bring the drug and alcohol testing policy to its full implementation.

#### **21.04 Sanctions for Violations of Policy**

Within thirty (30) days after receiving notice of an employee convicted of a criminal drug violation occurring in the workplace or elsewhere, Human Resources will recommend appropriate disciplinary action to be taken against the employee.

An employee who is directed to satisfactorily participate in an approved drug abuse program must present to his/her supervisor and Human Resources written proof of enrollment in such a program, within ten (10) days of receiving the directive.

Human Resources will monitor the employee's progress while in the program and recommend any additional counseling or referral if needed. Likewise, Human Resources, in consultation with the employee's supervisor, will follow-up on the employee's behavior and productivity on the job after his/her completion of the program, to ensure for successful rehabilitation.

LHA employees, including contract employees, who voluntarily identify themselves to the LHA and seek professional assistance to resolve their drug or alcohol abuse problem will not be disciplined and will:

- A. Be required to participate satisfactorily in an approved drug or alcohol abuse assistance or rehabilitation program.
- B. If necessary, be given time off without pay to complete such a program. Employees may also use accrued sick and/or annual leave for this purpose.

- C. Be given only one (1) opportunity to resolve his/her drug or alcohol abuse problem and if found using drugs or alcohol in the workplace or impaired in the workplace by drugs or alcohol on a later occasion will be immediately terminated.
- D. Agree to be tested upon first admission to the program, throughout the program, immediately prior to returning to work, and for a reasonable time not to exceed five (5) years after completion of the program.

### **21.05 Consequences**

Applicants who refuse to cooperate in a drug test or who test positive will not be hired.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated.

The first time an employee tests positive for alcohol or illegal drug use under this policy, the result will be discipline up to and including discharge.



## CHAPTER 22 – VIOLENCE-FREE WORKPLACE

### POLICY

The Livermore Housing Authority (LHA) is committed to providing a safe work environment that is free of violence and the threat of violence, including workplace bullying. All employees, customers, vendors and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others. Conduct that threatens, intimidates or coerces another employee, customer, vendor or business associate will not be tolerated. LHA resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace.

The LHA's first priority is to ensure the effective handling of critical workplace

incidents involving actual or potential violence. Violence, or the threat of violence, involving any employee of the LHA or any other person in the workplace is unacceptable. The LHA does not condone violence in the workplace and establishes a "zero tolerance" policy for violence. Employees found in violation of this policy will be disciplined up to and including termination.

### RULES AND PROCEDURES

#### 22.01 Definitions and Procedures

##### Workplace Bullying

Bullying is defined as "repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment." Such behavior violates the LHA's Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. The following types of behavior are examples of bullying:

##### 22.01.1 Verbal Bullying

Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.

##### 22.01.2 Physical Bullying

Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.

##### 22.01.3 Gesture Bullying

Nonverbal threatening gestures or glances that convey threatening messages.

#### 22.01.4 Exclusion

Socially or physically excluding or disregarding a person in work-related activities.

### **22.02 Violence in the Workplace**

Should an employee, during working hours, demonstrate or threaten violent behavior, he or she may be subject to disciplinary action up to and including termination and possible criminal prosecution. The following actions are considered examples of violent acts:

- A. Striking, punching, slapping or physically contacting another person in a hostile manner.
- B. Fighting or challenging another person to fight.
- C. Grabbing, pinching, or touching another person in an unwelcomed manner.
- D. Physically or verbally threatening harm to another person, or any action or conduct that implies the threat of bodily harm.
- E. Exhibiting dangerous, threatening or unwanted behavior.
- F. Possession, use, or threat of use, of any weapon or object that could be used as a weapon on City property, unless such possession or use is a requirement of the job.
- G. Stalking another person (as defined in either California Civil Code Section 1708.7 or California Penal Code Section 646.9).

### **22.03 Reporting**

1. Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a supervisor, Department Manager, Human Resources, or the Executive Director, or in the case of an emergency or immediate danger, call 9-1-1. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident. Notify the police if there is imminent danger.
2. Employees should promptly inform the Human Resource department of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to intimate partner violence. The LHA is committed to supporting victims of intimate partner violence by providing referrals to the employee assistance program (EAP) and community resources and providing time off for reasons related to intimate partner violence.
3. The LHA will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the

individual making a report will be protected as much as possible.

4. No one acting in good faith, who initiates a complaint or reports an incident under this policy will be subjected to retaliation or harassment.
5. In order to maintain workplace safety and the integrity of its investigation, the LHA may place employees suspected of workplace violence or threats of violence, on paid administrative leave pending investigation.
6. Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.
7. Incidents that may be a possible violation of law will be reported to the Police Department for criminal prosecution.

## **CHAPTER 23 – CREDIT CARDS**

### **POLICY**

Employees shall be given access to a Livermore Housing Authority (LHA) credit card where the nature of their job requires such use. LHA issued credit cards may only be used for business expenses and may not be used for expenses of a personal nature. Only Department Managers and the Executive Director will be issued a credit card, unless exception are granted by the Executive Director/Deputy Executive Director. Once issued, the card and all expenses, become the responsibility of the name on the card.

### **RULES AND PROCEDURES**

#### **23.01 Purpose**

The purpose of this Statement of Policy and Procedure is to ensure that company credit cards are used for appropriate purposes and that adequate controls are established for day-to-day use.

#### **23.02 Allocation of Cards**

LHA credit cards will only be issued upon approval of the Executive Director.

The Executive Director must approve all requests for credit cards including the established credit limit. All requests for a credit card must be in writing and include:

- 1) the applicant's surname and initials (to be shown on the card);
- 2) the applicant's position title;
- 3) justification for issue (that adequately explains the rationale for the issue of a card); and
- 4) proposed credit limit (based on anticipated usage of the card and the likely expenditure to be incurred).

Once approved by the Executive Director or designee, the approval will be forwarded to the Finance Department for processing and administration. Finance will maintain a file for all issued LHA credit cards which will include, the name on the card, card account number, credit limit and expiration date. Finance will be responsible for renewal upon expiration.

#### **23.03 Cardholder Responsibility**

Each cardholder will be required to sign a Statement of Responsibility acknowledging their understanding of the conditions under which the credit card has been issued. The Statement of Responsibilities shall include:

- A. Managers issued with a corporate credit card are in a position of trust in regards to the use of public funds. All expenditure charged to a credit card is subject to examination and

approval by a delegated officer to ensure its appropriateness and compliance with the policy conditions, as outlined herein. Improper use of that trust will result in the card being withdrawn and render the cardholder liable to disciplinary and possible legal action;

- B. Credit cards are only to be used for official business purposes (as outlined in this policy). Where inappropriate expenditure occurs, the value of the expenditure may be recovered from the cardholder;
- C. Credit cards are only to be used by the person whose name appears on the card;
- D. The cardholder is personally responsible and accountable for the safe keeping of the card. Cards are to be kept secure and protected against improper use;
- E. In the event that a card is lost or stolen, the cardholder must report the loss immediately to card provider. The Finance Department is also to be advised at the earliest opportunity;
- F. Any PIN that has been issued with the card (where cash withdrawals are permitted) must not be disclosed or carried with the card;
- G. Monthly Cardholder Statements are to be verified and reconciled within 15 days of the Statement Date to avoid late charges. The cardholder is to certify that all charges shown are correct and were incurred for official purposes. Repeated failure to clear monthly statements in a timely fashion may result in the credit card being cancelled.
- H. All transaction slips (ATM and merchant purchases) together with supporting Tax Invoices (in particular, for purchases exceeding \$55 in value) are to be retained and submitted by the cardholder when clearing monthly Cardholder Statements;
- I. Where no documentation is available to support a particular transaction the cardholder will be required to provide a declaration detailing the nature of the expense and that is business related;
- J. Credit limits are not to be exceeded;
- K. Where permitted, cash withdrawals are to be kept to the minimum amount necessary to cover the business expense and are only to be taken when the expense is imminent;
- L. Deposits are not to be made to the card account by the cardholder; and
- M. In the event of termination of employment cardholders will immediately return the credit card and ensure the credit card account is properly reconciled and cleared.

#### **23.04 Acceptable Use of LHA Credit Cards**

Listed below are examples of the type of official expenditure that can be incurred using a LHA Credit Card:

- A. Domestic travel related expenses, while on official LHA business including – taxi fares

(where Cab charge is not available), parking expenses, actual cost of meals (up to the limits specified within the *LHA Travel Policy & Guidelines*), accommodations and hire cars, such as Uber

- B. Prepayment of course / conference fees
- C. Payment of subscriptions
- D. Infrequent purchase of low value/routine business related consumables items;
- E. Cost of official “out of pocket” expenses (including certain approved entertainment /hospitality costs). Approval of the Executive Director must be obtained **prior** to incurring any such expense.
- F. Purchase of supplies or parts for use by Maintenance and Facilities Unit for repair of LHA properties.

### **23.05 Internet Purchasing**

In making Internet purchases, the cardholder should exercise caution. A credit card payment should only be made where the provider has encryption on their site – this can be established by checking if there is a padlock image at the bottom of the browser when visiting the merchant’s site. Encryption ensures that information sent (e.g. the Credit Card Number) cannot be intercepted over the Internet.

Cardholders using the Internet must carefully scrutinize their credit card statements for any suspicious transactions. If a suspicious transaction is noted the bank needs to be notified within fourteen days from the date of the statement. If a transaction is found to be invalid the LHA will not be held liable for the payment. A copy of all online transactions (including Tax Invoices) should be printed out as proof of purchase to facilitate validation of amounts listed on statements.

### **23.06 Authorization of Monthly Cardholder Statements**

Cardholder Statements itemizing transaction activity are issued on a monthly basis and when received by the Finance Department will be distributed to cardholders. Cardholders must reconcile and authorize their monthly statement within 15 days of the Statement Date. (*Repeated failure to authorize monthly statements in a timely fashion may result in the credit card being cancelled*).

On a monthly basis, the cardholder is to:

- A. Examine each transaction and attach supporting transaction documents. Where documentation in support of a transaction is not available the cardholder should notate (on the statement) the reason and describe the nature of the expense;
- B. Highlight any transactions “in dispute” and so notify the Finance Department, who will pursue such charges with the Bank;
- C. Attach a copy of the approved Travel Expense Claim” form where a transaction relates to

travel for which approval has been granted.

- D. Make notations on the statement where a transaction relates to entertainment/hospitality expenses as to the nature of the expense/s incurred, the purpose and details of the individuals to whom the expense relates.
- E. Authorize the Statement, in the space provided, that all charges shown are correct, were incurred for official purposes and are in accordance with policy; and
- F. Return the certified statement to the Finance Department for processing in a timely manner.

The Finance Department will ensure that all cardholder statements are returned in a timely fashion and are properly supported, annotated and certified. Any expenditure that looks to be questionable in terms of its business nature is to be highlighted for the attention of the Executive Director or designee. Finance will ensure that all expenditures are paid in a timely manner to avoid late payment penalties.

### **23.07 Expenditure Approval Process**

The Executive Director or delegated approving officers are to examine the nature of the expenditure shown on cardholder statements, in particular, entertainment /hospitality expenses, and if satisfied that all is in order formally approve the cardholder statement.

An officer other than the cardholder must approve expenditure charged to the cardholder's credit card account. In the case of the Deputy Executive Director, credit card expenditure is to be examined and approved by the Executive Director. Executive Director expenditure is approved by the designated Board of Commissioners.

### **23.08 Finance Department Accountability**

The Executive Director is responsible to ensure the proper use and management of LHA credit cards, including the development of a procedures that specifies controls. To ensure the effective implementation of the above accountability requirement the Finance Department shall:

- A. Provide the Executive Director receive regular (quarterly) reports on card usage (by all card holders) highlighting expenditure for the period and YTD in summary form; instances where the use of credit cards is contrary to policy guidelines (for example, credit limits exceeded, acquittal documentation not received on time, and any inappropriate use of a card) and action taken in relation to any such matters raised;
- B. Certify (annually) that credit card use by all card holders has been in accordance with this policy; and
- C. Include in the LHA's report to the Board of Commissioners affirmation that credit card use has been in accordance with established policy.

Use of company credit cards for expenses of a personal nature of any kind may result in disciplinary action up to and including dismissal. It may result in the expenses being deducted from the employee's next pay check.



**LIVERMORE HOUSING AUTHORITY CREDIT (CARDHOLDER) STATEMENT OF RESPONSIBILITY**

CARDHOLDER NAME:

POSITION/TITLE:

\_\_\_\_\_

\_\_\_\_\_

COST CENTER:

DEPARTMENT/UNIT:

\_\_\_\_\_

\_\_\_\_\_

Approval has been granted to issue you with a corporate credit card. This card has been issued on the express condition that you will, at all times, comply with the requirements stipulated below.

**Important Note** - Managers issued with a corporate credit card are in a position of trust in regards to the use of public funds. All expenditure charged to your credit card is subject to examination and approval by a delegated officer to ensure its appropriateness and compliance with the policy conditions, as outlined within the *LHA Policy & Guidelines*.

Improper use of that trust will result in your card being withdrawn and may render you liable to disciplinary and possible legal action.

I understand and agree that:

1. My credit card is only to be used for official business purposes and that should inappropriate expenditure occur, the value of that expenditure may be recovered from the cardholder.
2. My credit card is only to be used by the person whose name appears on the card.
3. I am personally responsible and accountable for the safe keeping of the card.
4. In the event that my card is lost or stolen, I will report the loss immediately to card provider and the Finance Administration Manager.
5. Any PIN issued with the card (where cash withdrawals are permitted) must not be disclosed or carried with the card.
6. Monthly Cardholder Statements are to be authorized and reconciled within 15 days of the Statement Date and that I will certify that all charges shown are correct and were incurred for official purposes. I also understand that repeated failure to authorize monthly statements in a timely fashion may result in my credit card being cancelled.
7. All transaction slips (ATM and merchant purchases) together with supporting invoices (in particular, for purchases exceeding \$55 in value) are to be retained and submitted when

authorizing the monthly Cardholder Statement

8. Where no documentation is available to support a particular transaction, I will provide a declaration detailing the nature of the expense and that is business related.
9. I will not exceed credit limits.
10. Where permitted, cash withdrawals will be kept to the minimum amount necessary to cover the business expense and will only be taken when the expense is imminent.
11. I will not make deposits to the card account.
12. In the event of my termination of employment I will immediately return the credit card and ensure the credit card account is properly reconciled and authorized.

I acknowledge that I have read and understand the conditions set out above and that I will, at all times, comply with the stipulated requirements.

Signature of  
Cardholder: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

## **CHAPTER 24 – SMOKE-FREE WORKPLACE**

### **POLICY**

The Livermore Housing Authority (LHA) prohibits smoking on all company premises in order to provide and maintain a safe and healthy work environment for all employees. The LHA has a duty to make every reasonable effort to provide a safe, healthy and pollution-free work environment. Smoking has been found to be harmful to the health of the smoker and side-stream smoke can be annoying to non-smokers. The LHA strives to adhere to all applicable laws and regulations in this endeavor. The law defines smoking as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind." Additionally, the use of all tobacco and smoking products, including chewing tobacco and electronic cigarettes (E-cigarettes), is banned from the workplace, including LHA vehicles, except as designated in this policy.

### **RULES AND PROCEDURES**

#### **24.01 Applicability**

The smoke-free workplace policy applies to:

- A. All areas of company buildings, this includes all common work areas, conference and meeting rooms, hallways, and restrooms.
- B. All company-sponsored off-site conferences and meetings.
- C. All vehicles owned or leased by the LHA.
- D. All visitors (customers and vendors) to the LHA premises.
- E. All contractors and consultants and/or their employees working on the LHA premises.
- F. All employees, temporary employees and student interns.

#### **24.02 Permissible Smoking Areas**

Employees who smoke may do so only during non-working hours (regular breaks and lunch). Smoking is permitted in parking lots only, 20 feet from an LHA main exit, entrance, or operable window, or air intake vent of a public building.

#### **24.03 Sanctions**

Employees who violate the smoking policy will be subject to disciplinary action up to and including immediate discharge.

#### **24.04 Employee Assistance Program**

Employees should be aware that the LHA provides an Employee Assistance Program (EAP) to its

employees. The EAP is an assessment, short-term counseling, referral and follow-up service to assist employees and members of their households to successfully resolve personal problems which can impact personal lives and job performance. The EAP is confidential and can provide assistance and/or referral services to those employees who desire to quit smoking. Employees may contact the Human Resources Office for additional information regarding the LHA's EAP provider.

## **CHAPTER 25 – EQUAL EMPLOYMENT OPPORTUNITY**

### **POLICY**

The Livermore Housing Authority (LHA) is committed to equal employment opportunity for its employees, tenants and job applicants. The Livermore Housing Authority (LHA) is committed to uphold non-discrimination local, state and federal laws in its employment and hiring and promotion practices that protect its employee's equal employment opportunity rights. The LHA prohibits discrimination on the basis of race, religion, sex (including pregnancy), national origin, creed, ethnicity, age (40 or older), physical or mental disability, political affiliation sexual orientation, ancestry, color medical condition, (e.g. cancer or cancer related illness; HIV/AIDS or related condition), genetic characteristics (e.g., non-symptomatic carriers of inheritable diseases), gender identity, marital or domestic partner status, parental status, veteran status, height, weight or any other basis protected by federal or state law.

The LHA also prohibits retaliation against any employee for making a good-faith complaint of discrimination, harassment, or retaliation for assisting another employee in doing so, or for participating in an investigation of a discrimination, harassment, or retaliation complaint.

It is the policy of the LHA to ensure:

Equal opportunity to all employees and applicants;

That employees are selected and promoted based on merit and without discrimination; and,

That reasonable accommodations for disabilities are provided to qualified employees and applicants who require them.

### **RULES AND PROCEDURES**

#### **25.01 Reporting**

Complaints of discrimination should be filed under Chapter 15 of the LHA's Harassment and Discrimination Complaint procedures.

An applicant, current or former employee who believes he/she has been subjected to discrimination or harassment, may also file a complaint with the U.S. Equal Employment Opportunity Commission, the agency responsible for enforcing compliance with Title VII of the Civil Rights Act of 1964 and other workplace equality laws.

#### **25.02 Prompt Investigations**

All incidents of reported harassment will be immediately and thoroughly investigated as stated in Chapter 15.

## **CHAPTER 26 – EMPLOYMENT OF RELATIVES**

### **POLICY**

The Livermore Housing Authority (LHA) shall take all necessary steps to avoid situations that may present a real or perceived conflict of interest. For this reason, employees of the LHA shall not supervise anyone directly or indirectly, who share a familial relationship as defined in this policy. The following policies apply to the employment of a member of the immediate family of any official or employee of the LHA. As used in this policy, “member of the immediate family” means the employee’s mother, father, spouse, child, stepchild, brother or sister, stepparent, foster brother or sister, foster-parent, and if living in the same household as the employee, in-law, grandparent, and grandchildren.

### **RULES AND PROCEDURES**

In the event that an applicant for employment with the LHA shares a familial relationship with an employee of the LHA, (other than provided below) the LHA may deny employment to such applicant where there would be the potential for creating a negative impact on supervision, safety security or morale. However, before denying employment to an applicant who is married to an employee of the LHA, the LHA, may, for business reasons of supervision, safety, security or morale refuse to have one spouse supervise or work under the other spouse, or refuse to place both spouses in the same business work unit if the work involves potential conflicts of interest or other hazards greater for married couples than or other persons.

#### **26.01 General**

- A. A member of the immediate family of an elected official, appointed official, the Executive Director, Deputy Executive Director, or a Department Manager may not be appointed to employment with the Livermore Housing Authority.
- B. Members of an immediate family may not be appointed, transferred, promoted or demoted to a position where one member is placed in a position to influence the salary of the other. (Government Code 87100)

#### **26.02 Marriage**

If two employees marry: (1) subsection.1 above does not apply to their continued employment; and (2) as to subsection.2 above, the married employees shall within twelve months of marriage seek and obtain a change for one of them to another position (within or outside the Livermore Housing Authority) such that neither remains in a position to influence the salary of the other.

#### **26.03 Board of Commissioner Relationship**

No employee of the Authority shall serve on the Board of Commissioners nor shall any employee of the LHA share a familial relationship with any member of the Board. If a person with who an employee shares a familial relationship is appointed to the Board, the employee shall have an

absolute right to retain his/her position. The proposed member shall not be seated until such time as the employee voluntarily resigns. Should the employee elect to retain his/her position, the member cannot be seated.

Exceptions. This section does not apply to an appointment in a special employment program.

## **CHAPTER 27 – RESPECT IN THE WORKPLACE**

### **POLICY**

The Livermore Housing Authority (LHA) is committed to providing a work environment in which all individuals are treated with dignity and respect. Such an environment cannot be created or sustained if employees are subjected to bullying and personal harassment at work. For purposes of this policy, the forms of bullying and harassment described will be referred to as Violations of Respect.

This policy prohibits Violations of Respect by employees at all levels and positions as well as Violations of Respect involving LHA employees by subcontractors, suppliers, tenants, applicants and customers. Allegations of such behavior will be investigated and if substantiated, will be dealt with expeditiously. Violations of Respect will not be tolerated and appropriate disciplinary action will be taken up to and including termination of employment of the responsible individual.

Furthermore, this policy covers Violations of Respect in the workplace, at any work-related setting outside the workplace and at work related social events. Retaliation against individuals who report a Violation of Respect is strictly prohibited. Disciplinary action, up to and including termination of employment, will be taken against individuals who retaliate against any person for making allegations of a Violation of Respect that were made in good faith.

### **RULES AND PROCEDURES**

#### **27.01 Definitions**

Violations of Respect may include bullying, harassment or violent behavior.

Bullying can be broadly defined as offensive, intimidating, malicious or insulting behavior that occurs on a repeated basis (i.e., more than a one-time incident). It usually involves an abuse or misuse of power that is meant to undermine, humiliate or harm the person on the receiving end.

Harassment can be broadly defined as conduct that creates an intimidating, hostile, degrading, humiliating or offensive environment for another individual.

Violent Behavior can be broadly defined as any action that causes a person to be concerned about his/her safety.

Legitimate, constructive and fair criticism of an employee's performance or behavior at work does not constitute a Violation of Respect. However, the LHA will not condone Violations of respect under the guise of "strong management" and will only consider an assertive management style acceptable provided that employees are treated equally and with respect and dignity.

Some forms of Violations of Respect may constitute unlawful discrimination, i.e., if they relate to a person's protected status. (Refer to the LHA policy on Discrimination and Harassment).



## **27.02 Responsibility**

### All Employees

All LHA employees are responsible to create and maintain an atmosphere of mutual respect at the LHA facilities and at any work-related activities away from work. If employees are subjected to or witness to Violations of Respect in the Workplace they are responsible to immediately report such violation their Department Manager, the Human Resources Office, or Executive Director.

### Management

It is Management's responsibility to model respectful behavior and to promote a work environment that encourages compliance with this policy. Management also is responsible to immediately report to the Human Resources Office any apparent Violations of Respect.

### Executive Director

The Executive Director will work in conjunction with the Human Resources Office to:

1. Adopt, communicate and implement this policy regarding respect in the workplace and a procedure that includes a formal complaint, investigation and disciplinary process'
2. To investigate alleged Violations of Respect and recommend corrective action; and
3. To provide training and other resources that facilitate an atmosphere of mutual respect.

## **CHAPTER 28 – CODE OF ETHICS, CONDUCT AND RESPONSIBILITIES**

### **POLICY**

The Livermore Housing Authority (LHA) is committed to conducting all of its affairs and activities with the highest ethical and professional standards of conduct. The LHA has a responsibility to follow applicable state, federal and local laws, LHA policies, rules and procedures, and HUD guidelines and regulations. Employees and Board members must practice the highest ethical standards to place their loyalty to the mission of the LHA above private gain. Upholding this policy demands integrity, good judgment and dedication to public service from all employees, volunteers, vendors, contractors and Board members.

### **RULES AND PROCEDURES**

#### **28.01 Applicability**

The LHA Ethics, Conduct and Responsibility Policy applies to all employees, whether, full-time, part-time, temporary, volunteers, all Board members and vendors, contractors and consultants. Vendors, consultants and contractors shall be provided a copy of the LHA Policy and acknowledge receipt.

#### **28.02 Ethics, Conduct and Responsibilities**

In upholding the LHA's Ethics, Conduct and Responsibilities policy, the following conduct will be adhered to by all:

1. Be honest and ethical in conduct, including ethical handling of actual or apparent conflicts of interest.
2. Abide by the policies, rules and procedures of the LHA.
3. Protect and ensure the proper use of LHA assets.
4. Deal fairly with LHA customers, suppliers, tenants, volunteers, contractors and employees
5. Hold paramount the safety, health and welfare of the public in the performance of professional duties.
6. Disclose and avoid improper conflicts of interest and disclose waste, fraud, abuse or corruption.
7. Not use his/her position or authority improperly so as to advance the interest of a friend or relative.
8. Report wrongdoing or suspected violations of the conduct, performance or ethical standards outlined above to the proper authorities; refrain from retaliating against those

who do report violations, and cooperate fully with authorized investigations.

9. Act in such a manner as to uphold and enhance personal and professional honor, integrity and dignity.
10. Treat with dignity, respect and consideration all persons, regardless of race, religion, gender, sexual orientation, maternity, marital or family status, disability, age or national origin, or other protect status, and adhere to all laws requiring equal opportunity for all.
11. Engage in carrying out the LHA's mission in a professional manner. Serve with respect, concern, courtesy, and responsiveness in carrying out the LHA's mission.
12. Collaborate with and support other professionals in carrying out the LHA's mission.
13. Conduct themselves with professional competence, fairness, impartiality, efficiency, and effectiveness.
14. Respect the structure and responsibilities of the Board of Commissioners and provide them with facts and advice as a basis for their making policy decisions, and uphold and implement policies adopted by the Board of Commissioners.
15. Conduct organizational and operational duties with positive leadership exemplified by open communication, creativity, dedication, and compassion.
16. Exercise whatever discretionary authority they have under the law to carry out the mission of the organization.
17. Demonstrate the highest standards of personal integrity, truthfulness, honesty, and fortitude in all activities in order to inspire confidence and trust, and avoid any actions that create the appearance of violating the law or the ethical standards in this policy.
18. Avoid any interest or activity that is in conflict with their position or the conduct of their official duties.
19. Respect and protect privileged information to which they have access in the course of their official duties and not knowingly make unauthorized commitments or promises that purport to bind the LHA.
20. Refrain from financial transactions using nonpublic information or allow the improper use of such information to further any private interest.
21. Refuse to accept any gift or other item of monetary value from any person or entity seeking official action or conducting business with the LHA when doing so would reflect question on the performance or nonperformance of the employee's official duties.
22. Avoid outside employment or activities or seek or negotiate for outside employment when doing so would conflict with their official duties and responsibilities.

23. Satisfy their obligations as citizens, including just financial obligations.

### **28.03 Compliance**

Employees are expected to strictly comply with the letter and spirit of this code of ethics, conduct and responsibilities. Questions about the application of the above standards and principles should be addressed to their Department Manager, the Human Resources Office or the Executive Director or designee. Employees are encouraged to seek advice before they enter into a transaction or endeavor that could violate the above standards and principles. Violations of the above standards of ethics, conduct and responsibilities can have serious consequences, including disciplinary action up to and including discharge. In some cases, violation of these standards could violate federal, state or local laws or ordinances and could result in prosecution.

## **CHAPTER 29 – LACTATION ACCOMMODATION**

### **POLICY**

The Livermore Housing Authority (LHA) recognizes that breast milk promotes optimum growth and development of infants; and that breastfeeding is a part of daily life for mothers and infants. The LHA shall provide nursing employees with a reasonable amount of break time and a designated location to express breast milk. This facilitates the expedient and successful return of employees to work while accommodating mothers who choose to continue breastfeeding after returning to work.

### **RULES AND PROCEDURES**

#### **29.01 Time Allowed**

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed to express breast milk for her baby. Time allotted shall run concurrently with an employee's normal break times. Employees needing additional time must request additional time from the Department Manager, if needed. Supervisors are encouraged to consider flexible schedules to accommodate an employee's needs. Break times needed to express breast milk shall not exceed 20 minutes in length. Breaks taken to express breast milk that exceed 20 minutes may be charged as unpaid or to other paid leave.

#### **29.02 Designated Room and Storage**

The LHA has designated the conference room located for this purpose which includes an electrical outlet for the use of an electric breast pump. Employees may post a notice on the door that lactation is in progress. Employees may use the shared employee refrigerator for storage of breast milk. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of during regular cleaning of the refrigerator. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage or refrigeration and tampering.

Nursing mothers wishing to use this room must request/reserve the room by contacting the Human Resources Office. The Human Resources Office will provide employees with a sign to post which indicates that the room is currently in use.

