

YOLO COUNTY HOUSING

AGENDA

REGULAR MEETING

July 27, 2022

3:00 p.m.



YOLO COUNTY HOUSING
HOUSING COMMISSION

RICHARD LANSBURGH, CITY OF WOODLAND
PIERRE NEU, CITY OF WINTERS
DAWNTÉ EARLY, CITY OF WEST SACRAMENTO
GLORIA PARTIDA, CITY OF DAVIS
GARY SANDY, COUNTY OF YOLO
KAREN VANDERFORD, YCH
JOE WALTERS, YCH

NOTE: This meeting is being agendized to allow Board Members, staff and the public to participate in the meeting via teleconference, pursuant to Government Code section 54953(e)(1) (as amended by Assembly Bill 361), available at the following [link](#).

Teleconference Options to join Zoom meeting:
By PC: <https://yolocounty.zoom.us/j/98323929030>

Meeting ID: 983 2392 9030

or

By Phone: (408) 638-0968

Meeting ID: 983 2392 9030

Government Code section 54953(e)(1) authorizes local legislative bodies to hold public meetings via teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public. Members of the public are encouraged to observe and participate in the teleconference.

Further instructions on how to electronically participate and submit your public comments can be found in the PUBLIC PARTICIPATION note at the end of this agenda.

CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Consider approval of the agenda
4. Public Comment: Opportunity for members of the public to address the Housing Authority on subjects not otherwise on the agenda relating to Housing Authority business. The Board reserves the right to impose a reasonable limit on time afforded to any topic or to any individual speaker.

CONSENT AGENDA

5. Renew authorization for remote (teleconference/videoconference) meetings pursuant to Assembly Bill 361 on the basis that (a) the COVID-19 pandemic state of emergency is ongoing, and (b) meeting in person would present imminent risks to the health or safety of attendees
6. Review and approve minutes from June 22, 2022 meeting.
7. Approve Settlement Agreement with Teamsters Local 856 and apply the same benefit to unrepresented employees.
8. Review and approve filing the CohnReznick Auditor Letter of Engagement.
9. Review and approve the Uncollected Debt Write-off in YCH Low-Income Public Housing, in accordance with the Adopted Accounts Receivable Charge Off Policy.
10. Approve Memorandum of Understanding between Yolo County Housing (YCH) and Teamsters Local 856 General and Management Bargaining Units (L856).
11. Opening the Housing Choice Voucher Waitlist- Date Change

TIME SET

12. 9:00 a.m. Hold a public hearing and approve a proposed amendment to the YCH Five-year Plan cycle. (Tasha Aje'Scott, Housing Programs Manager)

REGULAR AGENDA

13. Approve revised Section 3 Plan incorporating New Housing and Urban Development (HUD) Section 3 Final Rule Regulations. (Marcia Sayles, Human Resources Specialist)
14. Update to the Admission and Continued Occupancy Policies (ACOP). (Tasha Aje'Scott, Housing Programs Manager)
15. Reports from members of the Commission, including announcements and questions to be referred to staff
16. Updates from YCH Interim Executive Director

ADJOURNMENT

Next meeting is August 24, 2022 at 3:00 p.m.

I declare under penalty of perjury that the foregoing agenda was posted by July 22, 2022 by 5:00 p.m. at the following places:

- On the bulletin board at the east entrance of the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California; and
- On the bulletin board outside the Board of Supervisors Chambers, Room 206 in the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California; and
- On the bulletin board of Yolo County Housing, 147 West Main Street, Woodland, California.
- On the Yolo County website: www.yolocounty.org.

Julie Dachtler, Clerk of the Board

By: _____
Clerk

NOTICE

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Clerk of the Board for further information. In addition, a person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting should telephone or otherwise contact the Clerk of the Board as soon as possible and at least 72 hours prior to the meeting. The Clerk of the Board may be reached at (530) 666-8195 or at the following address:

Yolo County Housing
c/o Clerk of the Board of Supervisors
County of Yolo
625 Court Street, Room 204, Woodland, CA 95695

PUBLIC PARTICIPATION INSTRUCTIONS:

Based on guidance from the California Department of Public Health and the California Governor's Office, in order to minimize the spread of the COVID-19 virus, please do the following:

1. You are encouraged to participate in the Yolo County Housing meeting by going to <https://yolocounty.zoom.us/j/98323929030>, Meeting ID: 983 2392 9030 or phone in via 1-408-638-0968 Meeting ID: 983 2392 9030.
2. If you are joining the meeting via zoom and wish to make a comment on an item, press the "raise a hand" button. If you are joining the meeting by phone, press *9 to indicate a desire to make comment. The chair will call you by name or phone number when it is your turn to comment. Speakers will be limited to 3:00 minutes.

Yolo County Housing

5.

Meeting Date: 07/27/2022**Prepared by:** Mindi Nunes

Information**Subject:**

Renew authorization for remote (teleconference/videoconference) meetings pursuant to Assembly Bill 361 on the basis that (a) the COVID-19 pandemic state of emergency is ongoing, and (b) meeting in person would present imminent risks to the health or safety of attendees

From:

Mindi Nunes

Recommended Action

Renew authorization for remote (teleconference/videoconference) meetings pursuant to Assembly Bill 361 on the basis that (a) the COVID-19 pandemic state of emergency is ongoing, and (b) meeting in person would present imminent risks to the health or safety of attendees

Reason for Recommended Action/Background

See attached report from Yolo County.

Fiscal Impact**Cost of Recommended Action:** N/A**Amount Budgeted:** N/A**Additional Expenditure Authority needed?:** N/A**Comments:**

Attachments

A. County Staff Report

Form Review

Form Started By: Mindi Nunes

Final Approval Date: 07/21/2022

Started On: 07/21/2022 09:18 AM



County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government
16.

County Counsel

Board of Supervisors

Meeting Date: 07/12/2022

Brief Title: AB 361 Renewal

From: Philip J. Pogledich, County Counsel

Staff Contact: Philip J. Pogledich, County Counsel, x8172

Subject

Renew authorization for remote (teleconference/videoconference) meetings pursuant to Assembly Bill 361 on the basis that (a) the COVID-19 pandemic state of emergency is ongoing, and (b) meeting in person would present imminent risks to the health or safety of attendees. (No general fund impact) (Pogledich)

Recommended Action

Renew authorization for remote (teleconference/videoconference) meetings pursuant to Assembly Bill 361 on the basis that (a) the COVID-19 pandemic state of emergency is ongoing, and (b) meeting in person would present imminent risks to the health or safety of attendees.

Strategic Plan Goal(s)

Not applicable, as this is an administrative action only.

Reason for Recommended Action/Background

AB361 Findings

The recommended action is required by Assembly Bill 361 to continue meeting remotely during a declared state of emergency. The Board has been meeting remotely pursuant to AB 361 since September 28, 2021. In-person meetings resumed on May 23, 2022 with various measures to minimize in-person attendance by County staff and to provide options for continued public participation by ZOOM. Renewing the AB 361 findings is nonetheless appropriate and, if adopted, the findings will allow Board members to continue to participate remotely if needed or desired.

AB 361 amended the Brown Act to add simplified procedures that make it easier to hold remote meetings during a state of emergency proclaimed by the Governor (a local emergency is insufficient). See Gov. Code § 54953(e). To meet remotely during a proclaimed emergency, the legislative body must find either of the following circumstances is present: (a) state or local officials continue to impose or recommend measures to promote social distancing; or (b) as a result of the declared emergency, the legislative body finds by majority vote that meeting in person would present imminent risks to the health or safety of attendees. A resolution adopted by the Board on April 12, 2022 included facts and conclusions sufficient to support the latter finding, such as:

- Like many other facilities throughout the County, the Board Chambers were not designed to ensure that attendees can remain six feet apart to reduce the possibility of infection with the virus that causes COVID-19;
- Prior to the COVID-19 pandemic, Board meetings would often attract significant attendance and community members and staff would be in close proximity (seated or standing immediately next to one another) for up to eight hours; and
- Holding in-person meetings would encourage community members to come to County facilities to participate in local government, and some of them are likely to be at high risk for serious illness from COVID-19 and/or live with someone who is at high risk.

All of these facts remain applicable presently, and the local case rate is significantly higher than at the time of resolution adoption on April 12. Altogether, staff believe the Board can appropriately make the findings necessary to allow continued implementation of AB 361.

Finally, continuing to authorize remote meetings pursuant to AB 361 does not require the Board to meet remotely--it merely allows one or Board members to do so as necessary or convenient. Staff anticipate that going forward, most or all Board members and essential staff will attend meetings in-person, and other staff and members of the public will likely choose to participate remotely for the sake of convenience. Staff will also take reasonable precautions in the Board Chambers including:

- Physical distancing - in a hybrid format staff would set up the Board Chambers to have physical distancing where at least every other seat for the public is out of service to ensure distance between attendees.
- Air Filtration – Staff have added HEPA filtration to the Board Chambers to ensure filtration of air to remove viral particles

As a reminder, the County has a vaccination policy and over 90% of County staff is vaccinated.

Collaborations (including Board advisory groups and external partner agencies)
County Administrator, County Health Officer.

Fiscal Impact

No Fiscal Impact

Fiscal Impact (Expenditure)

Total cost of recommended action:	\$
Amount budgeted for expenditure:	\$
Additional expenditure authority needed:	\$
On-going commitment (annual cost):	\$

Source of Funds for this Expenditure

\$0

Attachments

No file(s) attached.

Form Review

Inbox

Reviewed By

Date

7/20/22, 3:24 PM

Phil Pogledich

Joanne Van Hoosear

Form Started By: Phil Pogledich

Final Approval Date: 07/06/2022

Phil Pogledich

Joanne Van Hoosear

Print Staff Report

07/06/2022 12:33 PM

07/06/2022 12:48 PM

Started On: 07/06/2022 07:40 AM

Yolo County Housing

6.

Meeting Date: 07/27/2022

Prepared by: Mindi Nunes

Information

Subject:

Review and approve minutes from June 22, 2022 meeting.

From:

Mindi Nunes

Recommended Action

Review and approve minutes from June 22, 2022 meeting.

Reason for Recommended Action/Background

Review and approve minutes from June 22, 2022 meeting.

Fiscal Impact

Cost of Recommended Action: N/A

Amount Budgeted: N/A

Additional Expenditure Authority needed?: N/A

Comments:

Attachments

A. 6-22-22 Minutes

Form Review

Form Started By: Mindi Nunes

Final Approval Date: 07/19/2022

Started On: 07/18/2022 10:45 AM

Yolo County Housing
Yolo County, California

June 22, 2022

MINUTES

The Yolo County Housing met on the 22nd day of June 2022 via [teleconference](#) at 3:00 p.m. pursuant to Government Code section 54953(e)(1) (as amended by Assembly Bill 361), available at the following [link](#).

Present: Richard Lansburgh; Pierre Neu; Gloria Partida; Karen Vanderford; Joe Walters

Absent: Dawnte Early; Gary Sandy

Staff Present: Sandra Sigrist, Interim Executive Director
Mindi Nunes, Interim Executive Director
Hope Welton, Agency Counsel
Jim Gillette, Chief Financial Officer
LaTasha Aje'Scott, Housing Programs Manager
Irma Jimenez-Perez, Program Supervisor
Mary Kirlin, Interim Director of Administration
Scott Inman, Senior Accountant
Julie Dachtler, Clerk

CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Consider approval of the agenda

Minute Order No. 22-11: Approved agenda as submitted.

MOTION BY: Partida / SECONDED BY: Vanderford
AYES: Lansburgh, Neu, Partida, Vanderford, Walters.
NOES: None.
ABSENT: Early, Sandy.
ABSTAIN: None.

4. Public Comment: Opportunity for members of the public to address the Housing Authority on subjects not otherwise on the agenda relating to Housing Authority business. The Board reserves the right to impose a reasonable limit on time afforded to any topic or to any individual speaker.

There was no public comment.

CONSENT AGENDA

Minute Order No. 22-12: Approved Consent Agenda Item Nos. 5-8.

MOTION BY: Neu / SECONDED BY: Partida

AYES: Lansburgh, Neu, Partida, Vanderford, Walters.

NOES: None.

ABSENT: Early, Sandy.

ABSTAIN: None.

5. Renew authorization for remote (teleconference/videoconference) meetings pursuant to Assembly Bill 361 on the basis that (a) the COVID-19 pandemic state of emergency is ongoing, and (b) meeting in person would present imminent risks to the health or safety of attendees

Approved recommended action on Consent.

6. Review and Approve Minutes from April 27, 2022, meeting and special meeting of June 2, 2022

Approved minutes from April 27, 2022 and special meeting minutes of June 2, 2022 on Consent.

7. Review and Approve Audit Report

Approved recommended action on Consent.

8. Review and Approve Agreement with County of Yolo for property management and property acquisition services, and approve YCH as a partner on the Diversionary Housing Project with the County of Yolo and the California Health Facilities Financing Authority (CHFFA)

Approved Agreement Nos. 22-05 and 22-06 on Consent.

REGULAR AGENDA

9. Review and approve an amendment to the Agreement purchasing Administrative Services with the County of Yolo, and appoint a new Interim Executive of Yolo County Housing Authority -- Sandra Sigrist, Interim Executive Director

Minute Order No. 22-13: Approved recommended action by **Agreement No. 22-07**.

MOTION BY: Neu / SECONDED BY: Walters

AYES: Lansburgh, Neu, Partida, Vanderford, Walters.

NOES: None.

ABSENT: Early, Sandy.

ABSTAIN: None.

10. Review and approve the sale of a vacant lot for development of affordable housing -- Sandra Sigrist, Interim Executive Director

Minute Order No. 22-14: Approved staff's recommended action by **Resolution No. 22-05**.

MOTION BY: Partida / SECONDED BY: Neu

AYES: Lansburgh, Neu, Partida, Vanderford, Walters.

NOES: None.

ABSENT: Early, Sandy.

ABSTAIN: None.

11. Review and approve opening the Housing Choice Voucher waitlist -- Tasha Aje'Scott, Housing Programs Manager

Jason Honig addressed the Commissioners on this item.

Minute Order No. 22-15: Approved recommended action noting the correct dates to open the Housing Choice Voucher Waitlist should be July 26, 2022, 1 p.m. until August 5, 2022, 5 p.m., not July 18, 2022 until July 28, 2022, 5 p.m., as noted incorrectly on the Staff Report.

MOTION BY: Neu / SECONDED BY: Partida

AYES: Lansburgh, Neu, Partida, Vanderford, Walters.

NOES: None.

ABSENT: Early, Sandy.

ABSTAIN: None.

12. Review and approve the award of Project Based Vouchers – Tasha Aje'Scott, Housing Programs Manager

Minute Order No. 22-16: Approved recommended action.

MOTION BY: Neu / SECONDED BY: Vanderford
AYES: Lansburgh, Neu, Partida, Vanderford, Walters.
NOES: None.
ABSENT: Early, Sandy.
ABSTAIN: None.

13. Review, approve and adopt FY2022 -- FY2023 Budget - Jim Gillette, Deputy Director, Finance and Administration

Minute Order No. 22-17: Approved recommended action by **Resolution No. 22-06**.

MOTION BY: Neu / SECONDED BY: Vanderford
AYES: Lansburgh, Neu, Partida, Vanderford, Walters.
NOES: None.
ABSENT: Early, Sandy.
ABSTAIN: None.

14. Reports from members of the Commission, including announcements and questions to be referred to staff

There were no reports from Commissioners.

15. Updates from YCH Interim Executive Director

YCH Commission - Interim Executive Updates
June 22, 2022

1. The July Commission meeting will include a public hearing on a currently posted proposed amendment to the agency's Five-Year Plan Cycle, updating it per a change in HUD's schedules, from FY2020 -- FY2024 to FY2022 --2026.
2. Thank you to the Commissioners and staff for your ongoing dedication to assist low-income families throughout Yolo County.

ADJOURNMENT

Next meeting is July 27, 2022 at 3:00 p.m.

Yolo County Housing

7.

Meeting Date: 07/27/2022**Prepared by:** Mindi Nunes

Information**Subject:**

Approve Settlement Agreement with Teamsters Local 856 and apply the same benefit to unrepresented employees.

From:

Mindi Nunes

Recommended Action

Approve Settlement Agreement with Teamsters Local 856 regarding retroactive payment of increased contributions for the cafeteria benefit plan for the period of February 1, 2022 through April 30, 2022 and apply the same benefit to unrepresented employees.

Reason for Recommended Action/Background

On or about October 18, 2021, Teamsters Local 856 (Union) filed an unfair practice charge with the Public Employment Relations Board alleging that the Agency had engaged in bad faith bargaining in not abiding by an agreement that the Union believed included retroactive payment of the increased contributions for employees in the general unit. Yolo County Housing disputes the allegation. However, In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, the parties have agreed to settle the matter by providing the three months of increased health benefit contributions.

In order to provide parity to all staff, the same 3-month retroactive payment will apply to unrepresented employees as well.

Fiscal Impact**Cost of Recommended Action:** \$7,500**Amount Budgeted:** \$7,500**Additional Expenditure Authority needed?:** No.**Comments:**

Attachments

A. Settlement Agreement

Form Review

Form Started By: Mindi Nunes

Started On: 07/18/2022 10:10 AM

Final Approval Date: 07/19/2022

TEAMSTERS LOCAL 856,

Union,

v.

YOLO COUNTY HOUSING AUTHORITY,

Employer.

SETTLEMENT AGREEMENT

A dispute has arisen between Teamsters Local 856 (“the Union”) and Yolo County Housing Authority (“the Employer”) regarding retroactive payment of increased contributions for the cafeteria benefit plan back to February 1, 2021.

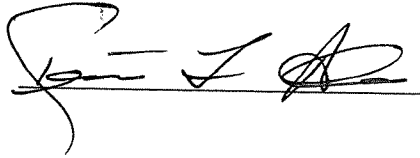
On or about October 18, 2021, the Union filed an unfair practice charge with the Public Employment Relations Board alleging that the Employer had engaged in bad faith bargaining in not abiding by an agreement that the Union believed included retroactive payment of the increased contributions for employees in the general unit.

The Employer disputes the allegation.

However, In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, the parties have agreed to settle the matter according the following:

1. The Employer will pay the increased contributions for the cafeteria benefit plan for all employees in the general unit retroactive to February 1, 2021.
2. The Employer will pay the increased contributions for the cafeteria benefit plan for all employees in the managerial unit retroactive to February 1, 2021.
3. The Union with withdraw the pending unfair practice charge with prejudice.

FOR THE UNION:

A handwritten signature in black ink, appearing to be "Sam I. [unclear]", written over a horizontal line.

04/28/2022
Date

FOR THE EMPLOYER:

Sandra Sigrist

3/29/2022
Date

Yolo County Housing
Meeting Date: 07/27/2022
Prepared by: Mindi Nunes

8.

Information

Subject:

Review and approve filing the CohnReznick Auditor Letter of Engagement.

From:

Jim Gillette

Recommended Action

Review and approve filing of the attached notice from CohnReznick Auditors regarding their audit of year-end June 30, 2022, financial statements.

Reason for Recommended Action/Background

A disclosure notice from CohnReznick Auditors, delineating the roles and responsibilities of the auditors, and of Yolo County Housing management, is brought forward annually for approval by the Commission. These delineated responsibilities will subsequently be included in the final annual audit report.

History

CohnReznick annually requests this review and approval of the notice regarding their audit activities, specifically to clarify the limited scope of their audit (fiscal) and to place responsibility for identifying fraud or other liabilities within the organization on the organization's management team. CohnReznick does acknowledge a role and responsibility to include fraud or other liabilities in their report if those are identified as a matter of course in their financial audit.

For example, the auditor may note that the financial statements are fairly stated from an accounting perspective but find a material weakness in the internal controls that creates some potential risk of loss or an actual loss that was correctly accounted for. The resolution to address these "findings" would be for YCH staff to adjust its procedures and controls to address the noted weakness.

The final audit report is brought to the Commission at completion, for transparency and review of findings, if any.

Fiscal Impact

Cost of Recommended Action: N/A
Amount Budgeted: N/A
Additional Expenditure Authority needed?: N/A
Comments:

Attachments

A. Letter of Engagement

Form Review

Form Started By: Mindi Nunes
Final Approval Date: 07/19/2022

Started On: 07/18/2022 10:26 AM

July 1, 2022

Housing Commission
Yolo County Housing
147 W. Main St.
Woodland, CA 95695

This letter is provided in connection with our engagement to audit the financial statements of the business-type activities and the discretely presented component unit of Yolo County Housing (YCH) as of and for the year ended June 30, 2022. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit and the planned scope and timing of our audit.

Our Responsibilities

As stated in our engagement letter dated June 15, 2022, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) for the purpose of forming and expressing an opinion(s) about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit does not relieve you or management of your respective responsibilities.

Accounting principles generally accepted in the United States require that certain required supplementary information (RSI) accompany the basic financial statements. The RSI including the Management Discussion and Analysis, the Cost-sharing Defined Benefit Pension Plan Schedule of the Authority's Proportionate share of the Net Pension Liability, the Cost-sharing Defined Benefit Pension Plan Schedule of Contributions, the Schedule of Changes in Net Other Post-employment Benefits (OPEB) Liability and Related Ratios, and the Schedule of OPEB Plan Contributions, will not be subjected to the auditing procedures applied in our audit and we will not express an opinion or provide any assurance on the RSI.

Our responsibility relating to the supplementary information other than RSI accompanying the basic financial statements including the combining schedules of net position, revenues, expenses and changes in net position, and cash flows, the Schedule of Public Housing Capital Fund, the Schedule of Expenditures of Federal Awards and the Financial Data Schedule (FDS) required by HUD is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether the information is fairly stated in all material respects in relation to the financial statements as a whole.

Planned Scope of the Audit

Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute, assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Our audit procedures will also include determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of YCH's major federal programs. Because of this concept of reasonable assurance

and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance.

Our audit will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and as a basis for designing the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. However, we will communicate to you at the conclusion of our audit any material weaknesses or significant deficiencies identified. We will also communicate to you:

- Any violation of laws or regulations that come to our attention;
- Our views relating to qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Significant difficulties, if any, encountered during the audit;
- Disagreements with management, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial reporting process.

We expect to begin our audit during July 2022 and issue our report by November 30, 2022. Ahamadou Alainchar Bocar is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Housing Commission and management of Yolo County Housing and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in black ink that reads "Ahamadou Alainchar Bocar". The signature is written in a cursive, flowing style.

Ahamadou Alainchar Bocar, CPA
Partner, CohnReznick LLP

Information

Subject:

Review and approve the Uncollected Debt Write-off in YCH Low-Income Public Housing, in accordance with the Adopted Accounts Receivable Charge Off Policy.

From:

Jennifer Crowell

Recommended Action

Review and approve the Uncollected Debt Write-off in YCH Low-Income Public Housing (LIPH), in the amount of \$26,985.39 for the period ending June 30, 2022.

Reason for Recommended Action/Background

Over time, debts from residents accrue in YCH LIPH for unpaid rents, tenant damage, and other charges. In order to avoid eviction proceedings for lack of payment, real estate and client services staff work with residents to figure out potential options for the payment of amounts due whenever possible.

If the tenant is ultimately evicted or decides to vacate the unit, these amounts are deemed to be uncollectible and therefore brought before the Commission before they are written off as required under Housing & Urban Development (HUD) financial reporting requirements.

In the past year, the COVID-19 Eviction Moratorium compounded these issues due to delays in court hearings.

The write-offs for the year quarter ending June 30, 2022 are as follows:

- \$6,125.98 for Asset Management Program I (AMP I) (Woodland): Reflects a remaining balance following one tenant death and one tenant move out. Remaining security deposit funds once the units were turned over to YCH were not enough to repair the damages incurred.
- \$18,336.34 for AMP II (Winters): Reflects a remaining balance following two deaths, one eviction and five unit abandonments. The eviction occurred following the tenant remaining in the unit for several months as eviction court dates were delayed during the pandemic. The eviction was eventually completed in January 2022. The occupants who abandoned their units gave no notice. All of these units sustained extensive damage.
- \$2,523.70 for AMP III (West Sacramento): Reflects a remaining balance following the death of a tenant. This unit had minimal damage but had been occupied for some time with insufficient rent payments.

Real Estate Services staff work with all tenants, including these occupants, to collect timely rent payments, and refer individuals who are struggling to make payments to available resources. Once occupants vacate, there are additional staff-level efforts to locate and collect payment, but often to no avail.

Recommendation

Staff recommends approval of this Uncollected Debt Write-Off in YCH LIPH. This approval will allow YCH Finance staff to enter relevant data into the financial records, while leaving the balance and payment history in the Tenant Accounts Receivable System (TARs). The outstanding balance amounts and tenant information are forwarded to a collection agency for a final attempt at restitution.

Fiscal Information

This Uncollected Debt Write-Off in YCH LIPH is lower than the last year but is the second highest in the last five years. Job loss, business closing, and COVID-19 were all significant contributing factors.

Year	Write-Off	Percentage of Rent
2016-2017	\$6,805	0.36%
2017-2018	\$19,390	1.00%
2018-2019	\$16,267	0.77%
2019-2020	\$7,775	0.62%
2020-2021	\$27,639	1.41%
2021-2022	\$26,985	1.37%

Fiscal Impact

Cost of Recommended Action: \$26,985.39
Amount Budgeted: n/a

Additional Expenditure Authority needed?: n/a

Comments:

Attachments

No file(s) attached.

Form Review

Form Started By: Mindi Nunes
Final Approval Date: 07/19/2022

Started On: 07/18/2022 10:04 AM

Information

Subject:

Approve Memorandum of Understanding between Yolo County Housing (YCH) and Teamsters Local 856 General and Management Bargaining Units (L856).

From:

Mindi Nunes

Recommended Action

Review and approve bargaining agreement as negotiated between YCH and International Brotherhood of Teamsters, Local 856 General and Management Units and extend the same benefits to unrepresented employees.

Reason for Recommended Action/Background

YCH and L856 General Unit previously developed an updated agreement for the FY 2020 -- 2021 year, which was approved by the YCH Commission. Subsequently, negotiations ensued between YCH and both L856 General and Management Units to create one combined agreement extending through June 30, 2025. The attached agreement details the rights and responsibilities of each party and requires ratification by the Commission for an effective implementation date back to July 1, 2021 and extending through June 30, 2025.

History

YCH and L856 met in good faith across the first half of FY 2021 -- 2022, eventually reaching a point in the negotiations where it was necessary to engage a mediator for addressing outstanding issues and proceeding to a resolution. In addition to incorporating the Management Unit's interests into the existing updated agreement, the following agreements were reached:

Salary

07.01.2021 0
07.02.2022 5%
07.01.2023 3%
07.01.2024 3%

Spring 2025 Salary Survey (non-binding) to be completed using a list agreed on by both L856 and YCH.

Other Compensation

A one-time, non-pensionable \$1,000 will be provided to every association member at signing of the contract.

Cafeteria

01.01.2022	Waiver	\$575
	Ee	\$785
	E+1	\$1,382
	E+2	\$1,762
01.01.2023	Increase <i>not to exceed</i> \$50 in line with increase in lowest cost healthcare plan	
01.01.2024	Increase <i>not to exceed</i> \$50 in line with increase in lowest cost healthcare plan	
01.01.2025	Increase <i>not to exceed</i> \$50 in line with increase in lowest cost healthcare plan	

All current employees who retire after 06.30.2024, shall receive a set employer contribution to their healthcare plan based on years of employment with YCH:

0 - 15 years	0
16 - 20 years	\$250
21 - 25 years	\$375
26+ years	\$500

Longevity

All employees hired before 01.01.2022 shall receive longevity payments as follows:

8 years	2.5%
11 years	2.5%
15 years	2.5%
20 years	2.5%

All employees hired after 01.01.2022 shall receive longevity payments as follows:

10 years	2.5%
15 years	2.5%

CTO

The provision shall sunset on 06.30.2024. All unused CTO will remain with the individual employee until such time that it is used or the employee leaves YCH at which time that employee will receive the cash equivalent.

Holiday

Juneteenth will be an 8-hour holiday for all employees.

Other

Additionally, L856 requested that YCH pursue the addition of a second Housing Specialist assigned to the Migrant Centers. This position is funded under a contract with the State of California Housing & Community Development (HCD). A letter outlining the request and associated full costs of the position was submitted to HCD, who has indicated initial approval, pending review of funding.

Implementation of the agreement is contingent upon ratification by the members of the bargaining unit.

Fiscal Impact

Cost of Recommended Action: \$537,104

Amount Budgeted: \$165,409

Additional Expenditure Authority needed?: No.

Comments: The cost of the recommended action is for the three year agreement, the approved 22-23 budget includes the cost of the 22-23 salary increase.

Attachments

A. MOU

Form Review

Form Started By: Mindi Nunes
Final Approval Date: 07/19/2022

Started On: 07/19/2022 09:54 AM

AGREEMENT

BETWEEN

HOUSING AUTHORITY OF THE COUNTY OF YOLO

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL 856

COVERING ALL EMPLOYEES IN THE MANAGEMENT AND GENERAL UNIT

JULY 1, 2021 THROUGH JUNE 30, 2025

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PREAMBLE

- A. This Agreement (hereinafter referred to as "Agreement") has been entered into by Yolo County Housing (hereinafter referred to as "YCH") and International Brotherhood of Teamsters Union, Local 856 (hereinafter referred to as "Union"). These parties have met and conferred in good faith, and this resulting Agreement has as its purpose the promotion of harmonious labor relations between YCH and the Union, establishment of an equitable and peaceful procedure for the resolution of differences regarding compliance with the Agreement, and the establishment of rates of pay, hours of work, and other conditions of employment in the general bargaining unit.
- B. The provisions of the YCH Personnel Policy and Procedure Manual and other YCH policies and rules are not a part of this Agreement and are applicable to bargaining unit members only to the extent the subject matter addressed therein is not addressed or contradicted in this Agreement.
- C. This MOU is the first MOU to cover both the General Bargaining Unit and the Management Bargaining Unit. Previously the units had their own separate MOUs. YCH and the Union understand there may be foreseeable yet missed and unforeseeable complications in combining the bargaining units into a single MOU. For that reason, this provision shall serve as a re-opener clause for the sole purpose of correcting language in this MOU to address the merging of the General Bargaining Unit and Management Bargaining Unit into this MOU.
- D. Persons who fill vacancies after September 1, 2000, in positions in the management bargaining unit shall serve at the will or the pleasure of the YCH Executive Director, may be discharged without prior notice and without cause, and may be subject to separate employment contracts.

ARTICLE I DEFINITIONS

Applicability of Definitions: Unless otherwise noted, the definitions in this article apply to the provisions of this Agreement only. Terms used in this Agreement shall, unless the context clearly indicates a contrary intent, have the meaning accorded them by the definitions in this article.

- A. Authorized Position: A specific work position within a job classification in the management or general bargaining unit which is or may be held by an employee and which the YCH intends to fill.
- B. Compensatory Time Off: Time off with pay in lieu of overtime pay for irregular or occasional overtime work.
- C. Continuous Employment: YCH employment which is uninterrupted except by

authorized paid absences.

- D. Demotion: An involuntary change in job classification to one in a lower wage range.
- E. Department: A major administrative branch of YCH involving a general line of work, with one or more employees working under the direction of one or more supervisors.
- F. Dismissal: Involuntary termination of a permanent employee's employment with YCH for cause.
- G. Employee: A person who is employed to serve in a YCH job position in the management or general bargaining unit or who is on an authorized leave of absence from such position, unless otherwise specifically provided in this Agreement. "Employee" as used herein is differentiated from "management bargaining unit employee." The term "management bargaining unit employee" shall solely refer to employees in the management bargaining unit.
- H. YCH Executive Director: The Executive Director (hereinafter referred to as "YCH ED") of YCH or their designee.
- I. Job Classification: Descriptive title of a certain type of job performed by a YCH employee in the management or general bargaining unit. Inherent in each classification are certain duties, responsibilities, and degrees of authority.
- J. Leave of Absence: When authorized, an absence from duty for a specified period of time. An employee on authorized leave may return to the same or a similar position at the end of the authorized leave period.
- K. Limited-Term Employees: A limited-term employee shall mean a person employed in a position for which YCH has no long-range funding or has uncertain funding. When funding for a limited-term position ceases, the position is abolished, and the limited employee's employment shall end.
- L. Merit Pay Increase: An increase in pay based upon satisfactory performance (as affirmed by the employee's supervisor who is not in the employee's bargaining unit).
- M. Migrant Seasonal Employees: A person hired to work in an assignment in the Migrant Center which assignment is intended to be occupied on less than a year-round basis. During their active duty, all migrant seasonal employees shall earn all benefits that accrue to employees in the general bargaining unit.
- N. Overtime: Work performed by non-exempt employees in excess of forty (40) hours per workweek.
- O. Pay Period: The pay period shall be bi-weekly payroll, beginning on every

other Thursday and ending on the second Wednesday of the period. The payment of salaries shall normally be made on the Wednesday following the end of the pay period.

- P. Performance Evaluation: A review and evaluation of an employee's performance and demonstrated capabilities in his/her authorized position by a person designated by the YCH ED who will normally be the employee's immediate supervisor not in the employee's bargaining unit.
- Q. Probationary Period: The probationary period is a step in YCH's hiring process. It allows YCH an opportunity to determine if this is the right person for the job. YCH will use the probationary period to continue its assessment of an applicant for regular employment. During the probationary period an employee serves at the will or the pleasure of YCH and may be discharged by the YCH ED without prior notice, without cause, and without a hearing. The probationary period for a new employee is one (1) year from the date of hire, unless the probationary period is extended for a longer period, in writing, by the YCH ED.
- R. Provisional Employee: A person employed to fill a vacant position on an acting or temporary basis, not to exceed one (1) year, or to fill a position where the regular employee is on extended disability leave. A provisional appointment shall not be authorized for longer than one (1) year. Provisional employees shall earn all benefits that accrue to employees in the general bargaining unit. Promptly after the appointment of a provisional employee to fill a vacant position, YCH must begin the open, recruiting process to fill the vacancy.
- S. Permanent Full-Time Employee: A YCH employee who is regularly assigned to work forty (40) or more hours per workweek in an authorized management or general bargaining unit position and has successfully completed the probationary period.
- T. Permanent Part-Time Employee: A YCH employee who is regularly assigned to work fewer than forty (40) hours per workweek in an authorized general bargaining unit position and has successfully completed the probationary period. Permanent part-time employees shall be entitled to salary and fringe benefits that accrue to permanent full-time employees, but on a pro-rata basis. Employees hired after January 1, 2021, shall not be entitled to health benefits unless they are regularly scheduled to work at least 30 hours in a week.
- U. Salary Range: A category which determines the minimum and maximum salary payable for an employment classification.
- V. Supervisor: A person who has day-to-day direction and responsibility over the work of one or more specific employees and who is not in the employee's bargaining unit.
- W. Suspension: A YCH-mandated temporary unpaid leave of absence, as

distinguished from administrative leave, which is a YCH-mandated temporary paid leave of absence.

- X. Temporary Employee: An employee hired for a specific purpose for a limited period of time or an employee who works on an on-call or as needed basis. A temporary employee has no reasonable expectation that s/he will be called or re-employed by YCH in the future. A temporary employee shall receive no YCH-paid benefits and is not a regular fulltime or regular part-time employee, regardless of the hours the temporary employee is scheduled to work. Temporary employment shall not be used to permanently displace bargaining unit positions.
- Y. Vacancy: An unfilled authorized management or general bargaining unit position which YCH intends to fill.
- Z. Workweek: The regular workweek shall consist of forty (40) hours. Employees may work a four (4) day ten (10) hours a day Monday through Thursday schedule or a five (5) day eight hours a day Monday through Friday schedule. YCH ED approval is required for all schedule changes. Any request for a change in schedule will be dependent on adequate staffing and supervision; however, requests shall not be unreasonably denied. Overtime shall be paid only for work performed by non-exempt employees in excess of forty (40) hours per workweek. For purposes of computing overtime pay, the workweek shall begin at 8:00 a.m. Thursday and run through 7:59 a.m. the following Thursday morning.

ARTICLE II RECOGNITION

YCH hereby recognizes the Union as the sole and exclusive collective bargaining agent for the regular employees in the general bargaining unit in the following job classifications, subject to the right of an employee to represent himself/herself as provided in Government Code section 3502:

Housing Specialist I/II
Housing Inspector
Client Services Coordinator
Lead Client Services Coordinator
Resident Manager
Property Manager
Maintenance Worker I/II
Senior Maintenance Worker
Lead Senior Maintenance Worker
Office Assistant I/II
Finance Specialist I/II
Accounting Assistant I/II
Accounting Technician

Senior Migrant Center Coordinator
Migrant Center Coordinator

YCH hereby recognizes the Union as the sole and exclusive collective bargaining agent for the regular employees in the management bargaining unit in the following job classifications, subject to the right of an employee to represent himself/herself as provided in Government Code section 3502:

Facilities and Maintenance Manager
Grants Program Manager
Housing Program Supervisor
Housing Programs Manager

ARTICLE III UNION RIGHTS AND RESPONSIBILITIES

A. Dues Deductions

YCH agrees to establish payroll deductions for members of the Union for the normal and regular membership dues. All payroll deductions shall be subject to the following conditions:

1. Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by YCH. Such forms shall be those which are currently used. Any changes or modifications in the forms shall be agreed upon between YCH and the Union.
2. Such deductions shall be made only upon submission to YCH of said authorization form duly completed and executed by the employee and the Union.
3. The Union will be responsible for submitting to YCH any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with YCH. YCH may devise a payroll deduction input document for use by the Union.
4. YCH will remit to the Union a check for all the dues deductions.
5. YCH must approve, in advance, all payroll deductions other than Union membership dues and has discretion to not approve such deductions.
6. The Union agrees to indemnify, defend, and hold YCH and its officers, agents, and employees harmless against any claims made, and against any suits instituted against them or any one of them on account of any payroll deduction made pursuant to this Section A.

B. Hold Harmless and Indemnification

The Union shall promptly refund to YCH any amounts paid to the Union in error under this Section.

C. Employee Rights

Employees covered by this Agreement shall have all rights specified in Government Code section 3502. Employees shall be free to join or refrain from joining employee unions.

D. Union Stewards And Union Representation

1. YCH recognizes and agrees to deal with the accredited Union job stewards and non-employee representatives of the Union in all matters relating to grievances and the interpretation of this Agreement.
2. A written list of the Union job stewards shall be furnished to the YCH ED upon request, and the Union shall notify the YCH ED promptly in writing of any changes of job stewards.
3. The number of Union job stewards shall not exceed three (3). Any change in the number of stewards shall be made only by mutual written agreement of the YCH ED and the Union.
4. While a steward for the bargaining unit of the aggrieved employee or a representative of the Union may investigate the specified grievance and assist in its presentation, investigation shall not occur during work time of either the steward or the aggrieved employee. If additional time is needed beyond the rest break and mealtime, a reasonable amount of release time will be allowed subject to prior scheduling and agreement with the employee's supervisor and steward's supervisor.
5. Upon notification to the YCH ED, a representative of the Union who will be representing the employee in the grievance and appeal procedure may visit YCH at any time mutually agreeable to the YCH ED and the Union representative for the purpose of preparing the case for appeal. The YCH ED shall not unreasonably withhold agreement.
6. A representative of YCH, at the YCH ED's option, may accompany the parties. In addition, the representative and the Union President, or his/her designated representative may privately interview employees, one at a time, in possession of facts relevant to the grievance. Employees may decline to be interviewed. The interviews shall be held at a place provided by YCH, not during an employee's work time, and for a reasonable period of time. If additional time is needed beyond the rest break and mealtime, a reasonable amount of release time will be allowed subject to prior

scheduling and agreement with the employee's supervisor and steward's supervisor.

7. During any such visits, representatives, job stewards, and Union officers shall not in any way interfere with the orderly and efficient operation of YCH.
8. The YCH ED shall, upon written request of the Union, meet monthly at a mutually agreed upon time with such job stewards of the Union who desire to attend the meeting. The purpose of any such meeting is to informally discuss matters of concern and/or interest to either party. The Union business agent may attend the meeting.

E. Union Business

1. Members of the Union Negotiating Committee shall be granted leave from duty with pay and benefits for the purpose of negotiating the terms of an agreement when such negotiating meetings take place at a time during which such members are scheduled to be on duty. Leave from duty shall not be granted for the purpose of planning for or preparation for negotiations.
2. Authorized non-employee Union representatives may have access to YCH work locations after first notifying the YCH ED of the time of a visit to a work location and the nature of the business to be transacted, for the purpose of investigation and processing of grievances, if contact with bargaining unit members shall occur only on rest breaks or meal periods and not during work time. For grievance investigation and processing, if additional time is needed beyond the rest break and mealtime, a reasonable amount of release time will be allowed subject to prior scheduling and agreement with the employee's supervisor and steward's supervisor.
3. YCH shall make available to the Union, upon its reasonable request, any existing documents, statistics, and records relevant to negotiations or necessary for proper enforcement of the terms of this Agreement.
4. YCH shall provide the Union with copies of all personnel actions related to management or general bargaining unit members as they are issued, unless instructed otherwise by the employee. As used in this section, "personnel actions" shall be defined as all written notices of actual disciplinary actions (suspensions, demotions, reductions of pay step in class, or dismissals), notices of proposed disciplinary actions, and layoff notices.
5. The Union shall be permitted, with the prior written notification to the YCH ED, to place ballot boxes in YCH work locations for the purpose of

collecting unit members' ballots on all Union issues subjected to ballot except ballots described in law and except ballots regarding job actions. Such boxes shall be the property of the Union, and neither the ballot boxes nor the ballots shall be subjected to the YCH's review. YCH shall not be responsible for damage to or loss of Union ballot boxes.

6. Incidental personal use of computers is permitted for business-oriented communication between bargaining unit employees and paid staff of the Union. Such personal use of YCH computers must not consume more than a trivial amount of resources, must not interfere with employee productivity, must not interfere with or preempt any YCH business, and must not be for the purpose of planning for or engaging in any concerted activities against YCH. Any such communications are not privileged or confidential.
7. Employees may use YCH's messenger service for Union business, provided no violations of law are permitted and further provided letters shall not be placed in the messenger service, nor shall it be used for planning for or engaging in any concerted activities against YCH.

F. Bulletin Boards And Housing Authority Vehicles

1. For purposes of posting Union notices, YCH shall provide the Union with space on bulletin boards currently in any facility where the Union has employees it represents. Such notices may be posted by the Union. These same bulletin boards shall be utilized for the posting of job examination announcements and seniority lists.
2. In the event a dispute arises concerning the appropriateness of material posted by the Union, the Principal Officer of the Union will be advised by the YCH ED of the nature of the dispute, and the posted material will be removed until the dispute is resolved.
3. Without prior permission from the YCH ED, employees shall not place on any YCH vehicle, facility, or property any Union decals, placards, or other Union insignia or sign or non-Union material.

G. List Of Employees

Upon written request of the Union, YCH shall provide the Union with a list of management or general bargaining unit members. YCH shall not be obligated to provide such list more than once per three calendar months.

- H. The State Mediation and Conciliation Service may conduct any election required by law or required pursuant to a written agreement between the Union and YCH.

ARTICLE IV YCH RIGHTS

- A. All matters not specifically enumerated as within the scope of representation in Government Code sections 3500-3511 and/or designated as rights shared with the Union are reserved to YCH. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:
1. The legal, operations, geographical, and organizational structure of YCH, including the chain of command, division and allocation of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
 2. The financial structure of YCH, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
 3. The acquisition, disposition, number, location, types, and utilization of all YCH properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas, and other improvements, and the personnel, work, services, and activity functions assigned to such properties;
 4. All services to be rendered to the public and to YCH personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency, and standard of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed;
 5. The utilization of personnel not covered by this Agreement, including but not limited to substitutes, consultants, supervisory and managerial personnel, so long as such utilization does not result in the layoff of existing bargaining unit members; and the methods of selection and assignment of such personnel;

6. YCH's policies, procedures, objectives, goals, and programs, including but not limited to housing admission, rejection, and exclusion; personnel; housing residents; public health and safety; racial and ethnic balances; and emergency situations with respect to such matters;
 7. The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of YCH; equal employment policies and programs to improve the YCH's utilization of women and minorities; the assignment of unit members to any location and also to any facilities, functions, activities, departments, tasks, or equipment; and the determination as to whether, when, and where there is a job opening;
 8. The job classification and the content and qualifications thereof;
 9. The duties, schedules and standards of performance of all employees; and whether unit members adequately perform such duties and meet such standards;
 10. The dates, times, and hours of operation of YCH's facilities, functions, and activities;
 11. Safety and security measures for housing residents, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties of all personnel with respect to such matters;
 12. The rules, regulations, and policies for all unit members (which are not subject to meet and confer requirements), housing residents, and the public;
 13. The retirement of unit members under PERS for disability; and
 14. The termination or layoff of unit members, consistent with law, as a result of the exercise of any of the rights of YCH not limited by the language of this Agreement.
- B. All other rights of management of YCH not expressly limited by the language of this Agreement are also expressly reserved to YCH.
- C. The exercise of any right reserved to YCH herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of YCH's right or preclude YCH from exercising the right in a different manner, nor does the Union waive any rights guaranteed by law.
- D. YCH retains its rights to temporarily amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. An emergency,

for the purposes of this Article, shall be an incident where the safety or health of the public or employees is at threat.

- E. The explicit language of the other Articles of this Agreement shall take precedence over this Article in any dispute between the parties as to the violation of this Agreement.
- F. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the reserved rights of YCH is not subject to the grievance provisions set forth in this Agreement. However, this provision does not prevent the grievability of shared rights if found in the other language in the Articles of this Agreement.
- G. YCH's right to appoint, promote, transfer, demote, suspend, reduce pay in class, separate, and/or terminate the employment of YCH personnel is vested in the YCH ED.

ARTICLE V COMPENSATION

- A. When new positions in the management or general bargaining unit are established by YCH or if the job description of an existing position in the bargaining unit is substantially changed, YCH shall assign a proposed wages range to the position and forward the information to the Union for review. Pending review and any resulting negotiations, YCH may pay wages in the proposed wage range to affected employees.
- B. Wages: During the term of this MOU, salary adjustments for all members shall be as follows:
 - 1. There shall be no salary adjustments for the period of July 1, 2021 through June 30, 2022.
 - 2. All members as of the date of adoption of this MOU, shall receive one-time compensation in the amount of one thousand dollars (\$1,000.00) within thirty (30) days of adoption of this MOU.
 - 3. Effective the first day of the pay period including July 1, 2022, a five percent (5%) salary increase.
 - 4. Effective the first day of the pay period including July 1, 2023, a three percent (3%) salary increase.
 - 5. Effective the first day of the pay period including July 1, 2024, a three percent (3%) salary increase.
- C. Anniversary Date: The anniversary date for each employee for purposes of merit pay annual increases is the employee's first day of paid service in probationary status.

D. Merit Pay Annual Increase:

1. Each bargaining unit classification shall have a wage range which includes five steps. Permanent full-time employees will receive and shall be entitled to a one step increase in wages annually on his/her anniversary date (up to the top (fifth) step in the range) during the term of this Agreement unless his/her overall job performance has been evaluated by his/her evaluator as less than satisfactory. In that event, the employee shall remain at the same wage until s/he has received the next annual evaluation and has received an overall performance rating of satisfactory or higher at which time, prospectively, the employee shall receive the one step increase. An employee shall automatically receive the one step increase after thirty (30) calendar days from the anniversary date if no annual evaluation has been given.
2. A new probationary employee shall not be entitled to a merit pay (annual) increase during the probationary period, even if such period is extended beyond one (1) year.
3. Denial of a merit pay (annual) increase based upon less-than-satisfactory performance shall not be subject to the grievance procedure, but a less-than-satisfactory rating that causes a denial of the merit pay increase may be appealed to the YCH ED. The YCH ED's decision shall be final and binding on the parties.

E. Longevity Steps:

As of the date of adoption of this MOU, the longevity steps for employees shall be as follows:

Employees hired prior to January 1, 2022. Employees shall receive two and one-half percent (2.5%) increase in salary after eight (8) years of continuous service to YCH from their most recent date of hire. Employees shall receive two and one-half percent (2.5%) increase in salary after eleven (11) years of continuous service to YCH from their most recent date of hire. Employees shall receive two and one-half percent (2.5%) increase in salary after fifteen (15) years of continuous service to YCH from their most recent date of hire. Employees shall receive two and one-half percent (2.5%) increase in salary after twenty (20) years of continuous service to YCH from their most recent date of hire. Employees who separate from YCH but reinstate within one (1) year of separation shall be deemed to have continuous service with YCH but the time not employed by YCH during the break in service will be excluded in calculating longevity.

Employees hired on or after January 1, 2022. Employees shall receive two and one-half percent (2.5%) increase in salary after ten (10) years of continuous service to YCH from their most recent date of hire. Employees shall receive two and one-half percent (2.5%) increase in salary after fifteen

(15) years of continuous service to YCH from their most recent date of hire. Employees who separate from YCH but reinstate within one (1) year of separation shall be deemed to have continuous service with YCH but the time not employed by YCH during the break in service will be excluded in calculating longevity.

F. Health and Welfare Benefits:

1. Upon execution of this Agreement YCH shall implement a cafeteria benefit plan for medical, dental and vision insurance plans for each employee. Under the cafeteria benefit plan, employees shall receive a monthly amount to put towards the cost of medical, buy-up dental and vision insurance. The following rates are effective as of the date of adoption of this MOU:
 - a. Employee only: \$785.00/mo.
 - b. Employee plus one dependent: \$1,382.00/mo.
 - c. Employee plus family: \$1,762.00/mo.
 - d. No coverage (medical): \$575.00/mo.
 - e. All current employees 65 and older shall only receive medical benefits in the amount of the employee plus one dependent supplemental/managed Medicare employer contribution.
2. Stop Loss Provision. PERS medical insurance rates are adjusted annually and the new rates go into effect on the first day of the calendar year (January 1st). If during the term of this MOU, the cost of the least expensive medical insurance plan increases, YCH shall make a corresponding increase to the cafeteria plan amount, excluding "No coverage" (cash in lieu), by an amount not to exceed \$50.00 per month, to help meet the increased cost of medical insurance. This assessment shall take place, and adjustments made, each January 1st during the term of the MOU. The \$50.00/mo. per calendar year allotment is not cumulative and unused amounts do not carry forward to the next calendar year.
3. YCH shall pay \$88 per month towards basic dental premiums for all covered employees. This is in addition to the amounts paid as set forth in Article V, subdivision F.1.a.
4. Married employees shall not individually select employee only plans and shall decide amongst themselves whom shall be the designated employee for the purposes of enrollment in the employee chosen plan. All dependents shall be enrolled under the designated employee's plan.
5. Employees may select from the PERS medical insurance plans now in effect. Unless there is a written agreement between the parties to leave

the PERS medical plans, the medical plans utilized through PERS will remain in effect. Employees must continue dental coverage. Buy up dental and vision coverage is optional.

6. Any amount remaining in the cafeteria plan after payment of medical, buy-up dental and vision insurance premiums selected by the employee or any amount remaining of any opt out payment shall be paid as wages.
7. Employees who are adequately covered by other non-Covered California health insurance may opt out of YCH sponsored health insurance once per year during the open enrollment period. Eligible employees must complete YCH's Opt Out form and provide written proof of qualifying medical coverage for themselves and all of their eligible dependents. Effective the first full pay period following execution of this Agreement, employees who opt out of YCH sponsored health insurance will receive a combined contribution of five hundred and seventy-five dollars (\$575.00) per month from which vision and buy-up dental premiums may be deducted and the remainder will be paid to the employee as taxable earnings. This amount will be prorated for part-time employees. If the required Opt Out form and proof of other qualifying coverage is not received by the YCH ED or designee during the annual health insurance open enrollment period, the employee shall be automatically enrolled in the lowest cost available health plan for the upcoming plan year and shall be responsible for any employee required contribution toward employee only health insurance coverage. During the term of this Agreement, the total dollar value of YCH's combined contribution shall not be reduced.

Benefits for part-time employees hired after January 1, 2021 shall be prorated for employees working seventy-five percent (75%) or more.

G. Retiree Health Benefits.

Employees who retire from YCH through CalPERS within 120 days of separation from employment with the Agency shall receive a YCH contribution toward their retiree health premium as described below.

1. All current employees on the date of adoption of this MOU, who retire on or before June 30, 2024, shall receive the following amounts for retiree health benefits:
 - a. Employee only: \$785.00/mo.
 - b. Employee plus one dependent: \$1,382.00/mo.
 - c. Employee plus family: \$1,762.00/mo.
2. All current employees on the date of adoption of this MOU, who retire after June 30, 2024, shall receive the following amounts for retiree health benefits:

- a. Employees with 0-15 years of service for YCH shall receive the minimum statutory CalPERS health contribution toward retiree health benefits. The 2022 minimum is \$149/month.
 - b. Employees with 16-20 years of service for YCH shall receive \$625.00/mo.
 - c. Employees with 21-25 years of service for YCH shall receive \$800.00/mo.
 - d. Employees with 26 or more years of service for YCH shall receive \$1100.00/mo.
3. All YCH employees hired after the date of adoption of this MOU, shall receive the following amounts for retiree health benefits:
- a. Employees with 0-15 years of service for YCH shall receive - the minimum statutory CalPERS health contribution toward retiree health benefits. The 2022 minimum is \$149/month.
 - b. Employees with 16-20 years of service for YCH shall receive \$250.00/mo.
 - c. Employees with 2-25 years of service for YCH shall receive \$375.00/mo.
 - d. Employees with 26 or more years of service for YCH shall receive \$500.00/mo.

4.

H. Bilingual Differential.

Employees qualifying as bilingual in a language as spelled out in the Agency's LEP or otherwise deemed to be a benefit to the Agency pursuant to a test given by an outside provider selected by YCH shall receive differential pay in the amount of \$50.00 per month for employees having Level I Translation for a second spoken language other than English, \$65.00 per month for employees having Level II Translation for a second spoken language other than English and \$85.00 per month for employees legally qualifying as bilingual in a second language other than English with respect to reading, writing and speaking. This provision shall not apply where only single non-English speaking ability (e.g. Spanish) is the requirement for a particular job classification or assignment. Employees who speak, read and write more than one language other than English are eligible for only one bilingual differential pay.

ARTICLE VI

HOURS AND CONDITIONS OF WORK

A. Alternate Work Schedules

1. Any employee or group of employees desiring an alternate work schedule may request in writing that such be established by YCH.
2. YCH shall work with any covered employee so desiring to establish a flexible forty hour per week schedule under the terms of this Agreement. The final determination and approval of any such flexible schedule shall be made by the YCH ED based on the reasonable needs of YCH.

B. Mileage:

An employee shall be entitled to reimbursement for each mile traveled on YCH business in his/her private vehicle.

1. Travel between home and office is not reimbursable.
2. Travel from office to office and return, on YCH business, is reimbursable.
3. Travel between home and a YCH business destination (not regular office) may be only partially reimbursable. Only the mileage in excess of the usual home/office round trip commute is reimbursable.
4. All mileage claims are due within thirty (30) days after incurred. A check will be issued to the employee during the next accounts payable run, but not later than fourteen (14) days. The rate of reimbursement shall be equal to the rate approved by the Internal Revenue Service without attribution to income.

C. Meals:

1. Employees shall be entitled to reimbursement for reasonable and necessary meal expense incurred while on official YCH business in an amount equal to federal per diem rate set for the Sacramento/Yolo area, excluding where those incidentals are included in the cost of the training or conference.
2. Employees will be reimbursed for reasonable and necessary meal expenses incurred and approved during the next scheduled accounts payable processing, but not more than thirty (30) days after submission.
3. Meal reimbursement shall be made in conformance with IRS regulations. Receipts are not required for per diem reimbursements

at the rates consistent with IRS regulations.

D. Lodging:

Employees shall be entitled to reimbursement for reasonable and necessary lodging while out of the County on official YCH business, as approved.

E. Advance Travel:

YCH may provide employees with advance travel funds.

F. Miscellaneous Travel:

1. Costs of taxi fares, telephone calls, internet access, business center services (i.e. printing, computer use) and similar items necessarily incident to the performance of official business shall be considered reimbursable items.
2. Reimbursement for these costs, where receipts are not available, shall be submitted to the YCH ED to determine the reasonableness of cost, and shall be paid upon the YCH ED 's written approval.
3. Hourly employees shall be paid for time spent traveling round trip and attending work related activities including conferences and trainings with prior approval of such attendance or travel according to state and federal law.

G. Timekeeping

1. Accurately recording time worked is the responsibility of every employee. Federal and state laws require YCH to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is defined as the time actually spent on the job performing assigned responsibilities.
2. Employees shall accurately record the time they begin and end their work as well as the beginning and ending time of any split-shift or departure from work.
3. Altering, falsifying, or tampering with time records, or recording time on another employee's time record is cause for disciplinary action, up to and including immediate dismissal from employment, pursuant to the procedure set forth in this Agreement.
4. It is the employee's responsibility to submit his/her time record and to certify the accuracy of all time recorded. Employees are prohibited from submitting another person's time record for that person. The supervisor

shall review and then approve the time record before submitting for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes.

5. YCH may implement a time-clock system for recording time worked and may develop and promulgate rules for employees in the use of such a system.

H. Breaks:

During each full workday, employees are entitled to two (2) paid rest periods of fifteen (15) minutes each. To the extent possible, employees shall take their first rest period approximately two (2) hours after their work start time and their second rest period approximately two (2) hours before their work end time. Since rest periods are counted as hours worked, employees must not be absent from the worksite during the allotted rest period without the permission of their supervisor. Rest periods cannot be saved and used to extend lunch or to leave early/come in late to work.

I. Overtime

1. Except as provided below, all hours actually worked in excess of the standard forty (40) hour work week by a non-exempt employee shall be paid at the overtime rate (one and one-half (1 ½) times the employee's regular rate of pay during non-overtime hours), in accordance with the Fair Labor Standards Act (FLSA). All time paid for hours not worked (e.g., paid holidays, sick leave, vacation, comp time, etc.) shall not count toward the forty (40) hour threshold for overtime. Except as otherwise provided in this section, all overtime hours must be authorized in advance.
2. When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled by their supervisor to work overtime hours. Advance notification of these mandatory assignments will be provided whenever possible. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. No employee may work overtime without the prior approval of his/her supervisor for that particular overtime work. However, Senior Maintenance Worker and Senior Migrant Center Coordinator class staff or above are authorized to provide up to three hours of overtime work for after-hours emergency repair situations without prior approval of the supervisor. Any additional time over this three-hour authorization must have prior approval of the supervisor.
3. Time worked: Employees shall record all time worked including time worked over their normal schedule on the time sheet at the time it actually occurs. Compensatory Time Off (CTO) will be logged on a daily basis.

4. Weekends: Weekend work does not automatically qualify for CTO. Hours worked on Saturday/Sunday qualify only if qualified as overtime hours.

J. Compensatory Time Off (CTO)

For each pay period in which an employee works authorized overtime, the employee shall choose whether the employee is to be paid for the overtime or is to receive Compensatory Time Off (CTO). CTO for overtime is earned at the same rates as overtime pay. For the term of this Agreement, no employee may accrue more than one hundred (100) hours of compensatory time off credit. There is no employee buy-back right for accumulated CTO, except at termination of employment.

On July 1, 2024, employees will no longer maintain the option to elect to receive CTO as compensation for authorized overtime worked; and thereafter will only be paid overtime compensation for authorized overtime worked. Employees who have accrued CTO but have not used it by July 1, 2024, shall retain such CTO in their leave bank until such CTO is used; or in the alternative, the employee shall receive the cash equivalent for CTO upon separation from YCH.

K. Call Back Pay

When an employee is called back to work after s/he has completed an assigned shift and has left the work site, the employee shall be credited for two (2) hours of work, plus all time worked in excess of two (2) hours in which the employee is continually engaged in assigned work. The time worked for which the employee is entitled to compensation shall include reasonable travel to and from the employee's residence via the shortest commonly traveled route.

L. Stand By Duty

1. Assignment of stand-by duty will be mandatory to the Senior Maintenance Worker class or above at the discretion of management. Stand by duty may be assigned to Maintenance II Worker class by management. When an employee is assigned stand-by duty, the employee's supervisor or management shall attempt to inform the employee at least one (1) week in advance except in unforeseen circumstances. Stand-by duty shall be assigned on a weekly basis. In the event an employee is unable to fulfill the stand-by duty due to illness or other reasons, it is the employee's responsibility to find a backup. The employee shall notify the supervisor in the event of any changes to the stand-by duty schedule. If the employee is unable to find a backup, the employee shall contact the supervisor for assistance.
2. Employees on stand-by duty shall be paid at the rate of two dollars (\$2.00)

per hour for all hours on stand-by duty. If an employee who is on stand-by duty is called back to work, s/he shall be paid for those hours worked at their regular rate of pay, including overtime pay if applicable. An employee is not entitled to stand-by pay for call back hours worked.

3. Stand-by duty requires the employees so assigned:
 - a. To be ready to respond immediately to calls for service;
 - b. To be reachable by telephone;
 - c. To remain within a reasonable distance of the work location; and
 - d. To refrain from activities which might impair their ability to perform assigned duties.

M. Uniform Allowance.

YCH shall provide a reasonable uniform and work boot allowance for employees required to wear uniforms in an amount to be determined by YCH management and listed in YCH's Uniform Policy.

ARTICLE VII LEAVES OF ABSENCE, HOLIDAYS AND VACATION

A. Attendance and Absences.

1. One of the basic indicators of an employee's performance is regular attendance. An employee must be on time. Whenever an employee is unable to come to work or will be more than a few minutes late, the employee must let his/her immediate supervisor know of the expected absence or late arrival as soon as possible.
2. If an employee is sick or injured and cannot come to work, YCH needs an employee's cooperation to properly cover her/his job. Therefore, an employee must notify his/her immediate supervisor/Department Head that s/he will be absent and of when s/he expects to return to work. If an employee does not know his/her return date, the employee must call his/her immediate supervisor/Department Head each day within the one (1) hour period before the beginning of his/her regularly scheduled shift.
3. If an employee knows in advance that s/he is going to be absent, s/he must schedule the absence with his/her immediate supervisor/Department Head a reasonable time in advance of the absence.
4. Excessive absence and failure to report absence on time may lead to discipline, up to and including dismissal from employment. Absences

are excessive if they occur frequently or if they show a pattern.

B. Holidays

1. YCH management and general bargaining unit employees that work a four day a week, ten hours a day schedule shall be entitled to the following holidays with ten (10) hours of holiday pay:
 - a. Independence Day-July 4th
 - b. Labor Day-(1st Monday of September)
 - c. Veteran's Day (November 11th)
 - d. Thanksgiving Day (4th Thursday of November)
 - e. Day After Thanksgiving
 - f. Christmas Day (December 25th)
 - g. New Year's Day (January 1st)
 - h. Martin Luther King Jr.'s Birthday (Observed 3rd Monday of January)
 - i. President's Day (3rd Monday in February)
 - j. Memorial Day (last Monday in May)
 - k. Two (2) Floating Holidays. (See Section B.7, below.)
 - l. All other days appointed by the President of the United States or Governor of the State of California for a public fast, thanksgiving or holiday and approved by the YCH.
2. YCH management and general bargaining unit employees that work a five day a week, eight hours a day schedule shall be entitled to the following holidays with eight (8) hours of holiday pay:
 - a. Independence Day - July 4th
 - b. Labor Day (1st Monday of September)
 - c. Veteran's Day (November 11th)
 - d. Thanksgiving Day (4th Thursday of November)
 - e. Day After Thanksgiving

- f. Christmas Day (December 25th)
 - g. New Year's Day (January 1st)
 - h. Martin Luther King Jr.'s Birthday (Observed 3rd Monday of January)
 - i. President's Day (3rd Monday in February)
 - j. Memorial Day (last Monday in May)
 - k. Five (5) Floating Holidays. (See Section B.7, below.)
 - l. All other days appointed by the President of the United States or Governor of the State of California for a public fast, thanksgiving or holiday and approved by the YCH.
3. On June 17, 2021, the Federal Government recognized Juneteenth National Independence Day as a federal holiday. YCH and the Union understand and appreciate the importance of Juneteenth and desire to honor that recognized holiday. Accordingly, bargaining unit employees shall be entitled to eight (8) hours of holiday pay for Juneteenth National Independence Day.
 4. Should a holiday fall on a scheduled workday, the employee shall take that workday off. Should a holiday fall on a non-scheduled workday, an employee shall be entitled to take off the previous or subsequent workday to the holiday at YCH's discretion.
 5. If a holiday falls during an employee's approved vacation period, the employee will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed.
 6. Employees on leave of absence for any reason are ineligible for holiday benefits for holidays that are observed during the period they are on leave of absence.
 7. Employees who are required to work on a holiday shall be compensated at one and a half (1 ½) times the employee's regular rate of pay.
 8. Employees shall be credited with their floating holiday time on July 1 of each year. Floating holiday time may be taken at any time during the year with the advance approval of the employee's immediate supervisor.

Employees that work a four day a week, ten hours a day schedule shall be allowed to carryover ten (10) hours of floating holiday leave from the previous fiscal year but in no event shall an employee's floating holiday

leave balance exceed thirty (30) hours.

Employees that work a five day a week, eight hours a day schedule shall be allowed to carryover eight (8) hours of floating holiday leave from the previous fiscal year but in no event shall an employee's floating holiday leave balance exceed forty-eight (48) hours.

Upon termination of employment, the employee's unused floating holiday(s) shall be paid at his/her current straight-time rate.

Full-time employees hired after July 1 shall receive a prorated amount of floating holiday time from their initial date of hire.

C. Vacation

1. Paid vacation is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits.
2. Temporary employees are not eligible for vacation leave. All other management and general bargaining unit employees shall be entitled to accrue vacation days beginning on the first day of employment. Permanent full-time and part-time employees are eligible to earn and use vacation time at a pro rata accrual rate, depending on the number of hours worked per workweek. Probationary full-time and part-time employees are eligible to earn non-vested vacation time at a pro rata accrual rate beginning on the first day of employment, depending on the number of hours worked per workweek. During the first six months of employment for a probationary employee, credit for vacation time is earned but does not accrue or vest and is not usable within the first six months of employment. The non-vested vacation credit earned by probationary employees will become vested and usable after six months of employment is completed.
3. In order to allow a well-coordinated schedule, employees shall submit their request for vacation leave at least thirty (30) calendar days prior to when they would like to take their vacation. Employees shall electronically submit their request for vacation for approval by their immediate supervisor. Vacation requests shall not be unreasonably denied.
4. The maximum amount of paid vacation time, monthly accrual rate, and maximum vacation accrual amounts increase with length of service. The maximum vacation time and maximum permissible accruals listed in this section are in addition to any compensatory time off (CTO) to which the employee may be entitled.
5. Vacation Accrual for Regular, Full-Time Employees hired prior to January 1, 2021:

Years of Service	Maximum Vacation Hours per Year	Accrual Rate (Hours/Month)	Maximum Permissible Accrual
3 Years or Less	80 Hours	6.67 Hours	200 Hours
After 3 Years	120 Hours	10.00 Hours	300 Hours
After 11 Years	128 Hours	10.67 Hours	320 Hours
After 12 Years	136 Hours	11.33 Hours	340 Hours
After 13 Years	144 Hours	12.00 Hours	360 Hours
After 14 Years	152 Hours	12.67 Hours	360 Hours
After 15 Years	160 Hours	13.33 Hours	360 Hours
After 16 Years	168 Hours	14.00 Hours	360 Hours

6. Vacation Accrual for Regular, Full-Time Employees hired on or after January 1, 2021:

Years of Service	Maximum Vacation Hours per Year	Accrual Rate (Hours/Month)	Maximum Permissible Accrual
5 Years or Less	80 Hours	6.67 Hours	320 Hours
After 5 Years	104 Hours	8.67 Hours	320 Hours
After 10 Years	120 Hours	10.00 Hours	320 Hours
After 15 Years	136 Hours	11.33 Hours	320 Hours
After 20 Years	160 Hours	13.33 Hours	320 Hours

The accrual rates in the above table are based on a forty-hour work week. Part-time employees will accrue vacation on a pro rata basis based on the number of hours worked during a week.

7. An employee who reaches the maximum accrual amount does not accrue

additional vacation leave until they utilize vacation leave so that there is room under the maximum accrual cap. The maximum accrual amount is three hundred sixty (360) hours.

8. Any employee who has accrued compensatory time in excess of one hundred (100) hours shall be ineligible to accrue any further CTO. Employees having existing CTO balances in excess of one hundred hours at the effective date of this Agreement, shall not have such balances reduced by this provision, but once such employees have used that portion of excess CTO leave and reduced their CTO balance to or below one hundred hours, the hundred hour limit shall be the maximum amount of CTO all such employees may accrue.
9. An employee continues to accrue vacation leave while on any authorized and compensated paid leave but does not accrue any vacation leave during any leave without pay.
10. Upon separation from YCH employment, employees will be paid for unused vacation time, CTO, and floating holidays. Probationary employees will not receive payment for non-vested vacation or floating holiday time if separation occurs prior to six months of employment. The employee's current rate of pay on the date of termination will be used to calculate payment.
11. An employee who becomes ill while on vacation and desires to claim sick leave rather than vacation leave shall make such a request as soon as possible after s/he desires sick leave to begin. YCH may require a medical doctor's certification that the employee has been examined and is ill.

D. Vacation Sell Back

Employees may sell back up to eighty (80) hours of their vacation leave balance during any fiscal year so long as they maintain at least a minimum balance of forty hours (40) of vacation leave after any such sell back. Employees may elect to sell back hours more than once a year, but not more than eighty (80) hours annually.

E. Sick Leave

1. Sick leave is an employee benefit provided by the YCH for periods of temporary absence due to illnesses or injuries. YCH temporary employees are not eligible for sick leave. All other YCH management or general unit employees, including probationary employees, shall be entitled to accrue sick leave. It is not an earned right to be used like vacation time. Sick leave is granted to an employee when s/he must be absent from duty because of an illness or injury.
2. All regular full-time employees shall accrue eight (8) hours of sick leave with pay for each one month of service. Regular part-time employees shall accrue sick leave at their pro rata rate. Sick leave shall be credited as of the

first of each month following the completion of one (1) month of employment. All unused sick leave may be carried forward into the next year.

3. Pay for any day of sick leave absence shall be the same as the pay that would have been received had the employee worked on the day of illness.
4. Employees who are unable to report to work due to illness or injury shall notify their supervisor by telephone before the scheduled start of their workday. Their supervisor must also be contacted on each additional day of absence, unless other arrangements have been made with the supervisor. All employees may be required to submit a physician's written verification of the employee's illness or injury for any such absence.
5. Notwithstanding the provisions of this section E, and recognizing a potential for abuse of sick leave, YCH may employ reasonable means to determine the validity of any sick leave use when warranted.
6. Sick leave may be applied to:
 - a. An absence due to an employee's personal illness or injury, diagnosis, care or treatment of an existing health condition, or preventative care.
 - b. An absence in the event that the employee must provide care for their spouse/domestic partner, child, or other member of their household; and mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, or granddaughter who may not live in the household.
 - c. YCH shall comply with all the provision of Labor Code section 233. Sick leave usage allowed under Labor Code section 233 shall not be subject to the requirements of sick leave verification.
7. Bereavement leave because of the death of a member of the employee's family (spouse/domestic partner, child, father, mother, stepfather, stepmother, brother, sister, stepchild, guardian or ward, grandmother, grandfather, grandson, granddaughter) shall be granted for a maximum of five (5) work shifts per incident. One (1) work shift of bereavement leave shall be YCH paid and the additional four (4) work shifts shall be charged to accrued but unused leave balances or taken as unpaid leave.

F. Leaves of Absence

It is YCH's policy to grant leaves of absence under certain circumstances to all eligible employees on a nondiscriminatory basis. Except as otherwise indicated, all leaves of absence approved by YCH are on an unpaid basis.

Subject to any applicable legal restrictions, requests for leaves of absence will be considered on the basis of the employee's length of service, performance, level of responsibility, the reason for the request, and YCH's ability to obtain a satisfactory replacement during the time the employee is away from work.

G. Pregnancy-Related Disability:

YCH will fully comply with all applicable laws related to pregnancy leave and pregnancy related disability rights.

H. Legally Required Leaves of Absence:

YCH will fully comply with all applicable laws related to legally required leaves of absence.

I. Absence Without Authorization

1. If an employee is absent without proper authorization or approval, deduction shall be made from his/her pay for the period of absence and may be considered sufficient cause for suspension or dismissal of the employee.
2. Absence without authorization or approval of more than five working days shall be considered abandonment of position and be cause for immediate dismissal.

J. Notice on Application of Leave

Any employee who is off work on pregnancy disability leave, industrial accident leave, or non-industrial disability leave (SDI) may choose to have accrued paid sick leave, vacation leave, or compensatory time applied to time off, or may choose not to have such paid leave applied. When an employee requests leave under any of the provisions mentioned above, s/he must indicate in writing before or two weeks after leave begins a preference that paid accrued leave is not to be used. In the absence of a written statement of preference from the employee that paid accrued leave is not to be used, YCH will charge paid accrued leave in an amount equal to the difference between the amount of workers' compensation or SDI benefits to which the employee is entitled and the employee's full wage or salary. Under no circumstances may the employee be paid more than his/her full wage or salary.

K. Management Leave.

Employees in the management bargaining unit are exempt from the overtime provisions; as consideration therefore, management bargaining unit employees shall receive 80 hours of paid management leave per year. Management leave in the amount of eighty (80) hours shall be granted to management bargaining

unit employees on July 1 of each year. Management leave usage shall be subject to approval of the YCH ED.

For new members of the management bargaining unit, management leave shall be prorated based on the date the management bargaining unit employee became part of the unit.

On July 1 of each year, management bargaining unit employees shall be allowed to carry over up to twenty (20) hours of management leave from the previous fiscal year up to a maximum of one hundred (100) hours, but in no event shall a management bargaining unit employee's management leave balance exceed eighty (80) hours as of January 1.

Management leave shall accrue and be available to a manager only if their performance is, in the sole determination of the YCH ED, satisfactory or higher in all categories of duties and responsibilities. In the event a manager separates from employment with YCH, they will not be required to pay back any portion of management leave previously taken, nor will YCH pay any manager for management leave left on the records after separation of employment.

ARTICLE VIII EVALUATION AND PERSONNEL INFORMATION

A. Performance Evaluation

1. The performance of each employee shall be evaluated by the YCH ED at least once each year, except in the employee's probationary period during which the employee shall be evaluated more frequently (but not more than three (3) times without an extension of the probationary period). The immediate supervisor of the employee shall recommend evaluation contents and ratings to the YCH ED and after considering the recommendations, the YCH ED shall make the final determination, complete the evaluation, and provide a copy to the employee within thirty (30) calendar days following the employee's anniversary date. If the completed performance evaluation is not provided to the employee within thirty (30) calendar days following the employee's anniversary date, the employee shall be considered to have received a "satisfactory" evaluation for purposes of any applicable merit or longevity increases. The format for the evaluation (i.e., the evaluation document) shall be developed by mutual agreement of the YCH ED and the Union; until that agreement is reached, the YCH ED's determination of the evaluation documents shall be in effect.
2. If an employee feels that a performance evaluation is in error, they may request a meeting with the YCH ED to review the evaluation. The employee shall specify in writing any issues of disagreement. The YCH ED shall render a written decision on the controverted issues within ten (10) working days of the receipt of the request for review. The request for review

may be filed only if the employee receives an overall rating of less than satisfactory. Within fifteen (15) calendar days after receiving a final evaluation, the employee may file a written response to the evaluation with the YCH ED, and the response shall be attached to the evaluation in the personnel file.

3. The performance ratings in an evaluation are not subject to the grievance procedure. Violations of the evaluation procedure are grievable but one or more procedural errors shall not result in invalidation of an evaluation unless the errors were material and adversely affected the employee's ability to perform their duties satisfactorily and obtain an overall satisfactory rating.

B. Personnel Information

All employee personnel files are the property of YCH. An employee's permanent personnel file contains application materials, payroll records, performance appraisals, supervisory notes and records, and any administrative action related to the employee's employment. Employees may request materials be placed in their personnel file; however whether such request is granted is in the sole discretion of the YCH ED. This personnel file is maintained under the supervision of the YCH ED. It is confidential and only those with the responsibility and the need to know will have access to it. Employees who wish to see their personnel files may make arrangements by contacting the YCH ED or designee.

All employees are required to notify the YCH ED or designee in writing as changes in their personnel information occur. Notification of changes of address, telephone number, marital status, number of dependents, insurance beneficiaries, educational accomplishments, or emergency information should be submitted as soon as possible in order to keep payroll, insurance, benefits, and personnel information accurate and up-to-date.

ARTICLE IX CLASSIFICATION AND RECLASSIFICATION

A. Classification

The Board of Commissioners shall determine the need for and number of positions and the classifications necessary to perform YCH services. The Board of Commissioners retains the right to create or abolish any position or classes of positions, subject to any transfer or layoff rights provided by this Agreement.

B. Reclassification

1. Any employee may petition the YCH ED or designee with a request to initiate a position classification review.

2. If the YCH ED or designee authorizes a position classification review, the review shall be scheduled at the YCH ED's or designee's discretion.
3. Position classification determinations are made by the Board of Commissioners and are not subject to the Agreement's grievance procedure.
4. An approved position classification will be effective on the date set by the Board of Commissioners.

C. Salary Placement Related To Reclassification

1. If the position is reclassified to a class having the same salary range, the salary and anniversary date of the employee shall not change.
2. If the position is reclassified to a class having a higher salary range, the employee so reclassified shall receive no less than their current salary. If their current salary falls between steps in the new classification, the employee shall be placed in the next highest salary step. The employee shall receive a new salary anniversary date upon the reclassification.
3. If the position is reclassified to a class having a lower salary range, the employee so reclassified shall receive the maximum pay in the new range, excluding longevity ranges. The employee shall not receive a new anniversary date.
4. Where an entire class of positions in any department is reclassified, the employee incumbents in the positions shall be entitled to serve in the new positions. When a position or positions less than the total class is or are reclassified, the reclassified position(s) shall be filled by the YCH ED first from employee incumbents in the positions within the department who have been in the position(s) for one year or more.
5. Reclassification of a position to a position with a higher salary range and greater responsibility shall be considered a promotion, and provisions regarding probationary period and rejection during probation shall apply.

**ARTICLE X
SAFETY**

A. Working Conditions

1. YCH shall maintain adequate rest room, lavatory, and existing lunchroom facilities for use by YCH employees.
2. YCH will do its best to maintain adequate heating and cooling and ventilation

at YCH workstations.

3. Pursuant to applicable law and YCH's intent to provide a safe and healthful work environment, YCH employees are prohibited from smoking in all YCH facilities and vehicles.

B. Safety Committee

1. Five (5) employees of YCH will make up the Safety Committee. The Safety Committee shall consist of the following staff members:
 - a. Safety Coordinator;
 - b. Department Managers;
 - c. Supervisors, and;
 - d. Two employees (rotating basis).
2. The Committee shall inquire into matters relating to safe working conditions and make recommendations to the YCH ED as appropriate.

**ARTICLE XI
PROBATIONARY PERIOD**

- A. The probationary period of all new management and general bargaining unit employees shall be one (1) year from the date of hire. The probationary period is a step in YCH's hiring process. It allows the probationary employee and YCH an opportunity to determine if this is the right job for this person and the right person for the job. YCH will use the probationary period to continue its assessment of an applicant for regular employment. Approximately six (6) months into the one-(1) year probationary period and again prior to conclusion of the probationary period, the immediate supervisor shall conduct a performance evaluation of the probationary employee. A probationary employee may be evaluated more frequently, but not more than (3) times without an extension of the probationary period.

During the probationary period an employee serves at the will or the pleasure of YCH and may be discharged without prior notice, without cause, and without a hearing. To the extent permitted by law, employee absences, except for pre-approved vacation and compensatory time off, totaling more than forty (40) hours shall serve to suspend the accumulation of credit toward completion of the probationary period for new employees.

- B. The probationary period for promotional candidates in the same bargaining unit who have achieved permanent status in a lower position shall be one hundred eighty-three (183) calendar days dating from the first day of paid service in the

higher position.

- C. The YCH ED shall have the authority to order an extension of a probationary period under sections A and B, above.
- D. If a promotional candidate is rejected from probation, the employee shall be returned to the classification and the actual position previously held with permanent status, if the classification and position still exist; if it does not exist, and the employee served in a lower classification and position with permanent status prior to the one that no longer exists, s/he shall be returned to that position.

ARTICLE XII TRANSFERS

The YCH ED reserves the right to transfer employees in accordance with the needs of YCH as determined in good faith by the YCH ED. No employee shall be permanently transferred between locations without ten (10) calendar days prior written notice. No employee shall be temporarily transferred without at least one (1) calendar day prior notice, except in case of emergency. Temporary transfers shall be for a period not to exceed forty-five (45) working days.

Pursuant to Government Code section 3100, "all public employees are hereby declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law." The provisions of this Agreement are held in abeyance during the time an employee is designated a disaster service worker under Government Code section 3100 or Executive Order.

ARTICLE XIII LAYOFFS

A. Layoff

When for reasons of lack of funds, lack of work, reclassification, or reorganization, YCH has determined a layoff is necessary, the YCH ED shall give notice thereof to the affected employees. Thereafter, persons to be laid off shall be determined in accordance with the rules set forth in this Article. YCH shall make an effort to transfer any employee who is to be affected by a reduction in force to another vacant position for which the employee qualifies.

1. Order of Layoff: Layoffs shall be made by classification within a department. Within each affected classification in a department, all extra-help employees shall be laid off before any provisional employees. All provisional employees shall be laid off before any limited-term employees. All limited-term employees shall be laid off before any probationary employees. All part-time probationary employees shall be laid off before

any full-time probationary employees. All probationary employees shall be laid off before any permanent employees. All part-time permanent employees shall be laid off before any full-time permanent employees. Within each of the above categories employees shall be laid off in the inverse order of seniority.

2. Seniority: The seniority date of an employee for purposes of layoff and rehire shall be based upon the first day of paid service. A break in employment shall result in the acquisition of a new seniority date. Any employee laid off again after acquiring permanent status shall, after reinstatement, regain the seniority s/he possessed at the time of layoff. Periods of approved absences in paid status shall be credited as continuous YCH employment.

3. Ties in Seniority:

- a. If the seniority of two or more persons in the affected classification within a department in the same category is identical, seniority within the classification shall be determinative.
- b. If the seniority of two or more persons in the affected classification within a department in the same category and seniority within the classification are identical, seniority in the department shall be determinative.
- c. If a tie in seniority still exists, the order of seniority shall be determined by lot.

4. Bumping:

- a. Any employee designated to be laid off may bump into the same or any lower classification in his/her current series. If the employee has previously held permanent status in another position or positions in YCH, s/he may bump back to the last previously held position, provided it has not been abolished and the qualifications have not changed. An employee who cannot bump into his/her last held position because of lack of seniority over the incumbent or other reasons may then bump into the position s/he held prior to that time. An employee who has previously held more than one position in YCH shall bump back in sequence from the most recent to the earliest position held.
- b. Notwithstanding the provisions of Section paragraph 4 above, an employee may exercise the bumping rights provided therein only on condition that the employee:
 1. Has more YCH-wide seniority than the employee to be

displaced;

2. Is willing to accept the reduced compensation level;
 3. Meets the minimum qualification for the lower class, as determined by the YCH ED; and
 4. Requests displacement action in writing to the YCH ED within five (5) days after receipt of the notification of layoff.
- c. Notwithstanding the above,
1. Part-time employees shall not have the right to bump full-time employees.
 2. If an employee is bumped, the employee shall be laid off in the same manner as an employee whose position has been abolished.
 3. Any employee displaced as a result of bumping shall, in addition to the bumping rights described above, have the right to be placed in any vacant position in YCH for which, as determined by the YCH ED, they may be retrained within a reasonable period of time. To the fullest extent possible, reductions in status and/or salary shall be prevented or minimized.
 4. Employees in the general unit may not bump into positions outside of the general unit, and employees cannot bump into a position in a higher wages range.

5. Notice of Layoff:

- a. The employee shall be given written notice of layoff by the YCH ED at least twenty-one (21) calendar days in advance of the effective date of such layoff. The notice of layoff shall include the following information: Reason for layoff, effective date of layoff, a form to assert displacement rights, and any information required by Unemployment Insurance Code section 1089 and 22 CCR section 1089-1.
- b. An employee who, has been notified of his/her impending layoff shall be granted up to forty-eight (48) hours released time without a loss of pay or benefits, through prior arrangement with his/her supervisor, to obtain other employment. In addition, employees may request scheduling of accrued vacation or compensatory time off for this purpose once notice is given to the employee.

6. Health Insurance: An employee who has been laid off may elect to continue health insurance coverage in the group at his/her own cost, as provided by COBRA, provided that the insurance policy involved allows such continuance. It is the employee's responsibility to make mutually agreeable arrangements for such coverage with YCH.
7. Preferential Rehire Rights:
 - a. For a period of eighteen (18) months, the names of permanent employees who were laid off and/or reduced in class or displaced shall be placed on the reemployment list for their class at the time of layoff in order of seniority. Any vacancy occurring in the class from which employees have been laid off shall be filled by a person on preferential rehire status for that class in order of seniority. Any vacancy occurring in the class from which employees have been laid off shall be filled by a person on preferential rehire status for that class, in order of seniority, provided s/he is qualified and available for this position.
 - b. A permanent employee who has been laid off may request in writing that his/her name be placed on the reemployment list for a lower class in his/her current series, also for a period of eighteen months.
 - c. Any employee who has held permanent status with YCH, who has been laid off, regardless of whether or not the person is currently serving a promotional probationary period, may request that his/her name be placed on the reemployment list for a classification s/he previously held in YCH, provided that such classification was held prior to the effective date of layoff.
 - d. Permanent employees who have been laid off or reduced in class or displaced shall remain on preferential rehire status for a period of eighteen (18) months after their effective layoff date.
 - e. Preferential rehire status cannot be revoked. However, if the person indicates unavailability or if attempts to reach the individual are unsuccessful, active placement activities may be suspended. It is the responsibility of each laid-off employee to maintain current contact information with YCH in the event of a change of address or telephone number. Active placement efforts must resume if the person later indicates availability in the eighteen (18) month preferential rehire period. Also, if the person declines three (3) job offers, the person's name may be removed from the rehire list.
 - f. When a person is re-employed from a preferential rehire status, the employee shall be entitled to accrue sick leave and vacation at the

same rate at which it was accrued prior to layoff. The employee's status in relation to probationary period, merit salary increases, and seniority shall be the same as at the time of layoff. Any unused and unpaid sick leave and vacation shall be reinstated.

8. Affected Positions: At the time notices of layoff are sent to employees, YCH shall post a list of all YCH employees in departments affected, arranged by classification and seniority date, in the Administrative Office. Such a list for the affected department shall also be posted in the department. An employee shall be entitled to obtain, on request, a similar list for positions s/he previously held in other departments of YCH, but such list may contain only the names and seniority dates of employees in that classification in that department.

ARTICLE XIV GRIEVANCE PROCEDURE

A. Definition

A grievance is any dispute between (a) the parties or (b) YCH and an employee or employees in the management or general bargaining unit with respect to a claim of violation of one or more specific provisions of this Agreement that adversely affects the claimant grievant. The Articles on Disciplinary Action and YCH Rights are not subject to this grievance procedure. This grievance procedure is not applicable to probationary employees.

B. Intent

It is the intent of the parties to this Agreement to anticipate and diminish causes of grievances and to settle any which arise informally at the lowest practicable level of supervision, and as fairly and promptly as possible.

Therefore, it is agreed that there should be time limits for the initiation of a grievance after the alleged violation of this Agreement, time limits between steps of the grievance procedure, and time limits for answers at the steps of the procedure. Any grievance not initiated or pursued by the Union or aggrieved employee, as the case may be, within these time limits will be considered settled on the basis of the last act or answer by YCH, unless the time limit is extended by written agreement of both parties. Failure of YCH to respond in a timely manner at any step shall entitle the grievant to proceed to the next step in the procedure. This procedure shall be the exclusive procedure for adjustment of grievances for all employees in the bargaining unit.

C. Procedure

Grievances will be processed in the following manner and within the stated time limits.

D. Informal Grievance

The aggrieved employee or group of employees or a representative of the Union (if the Union is the grievant) shall orally present the grievance to the employee's appropriate supervisor or their designated representative within twenty (20) calendar days after the grievant knew or should have known of the act or omission constituting the grievable event but in no event more than forty-five (45) calendar days after the act or omission. The supervisor shall give their oral answer within twenty (20) calendar days of the date of receipt of the informal grievance.

E. Formal Grievance - Step 1

1. If the grievance is not resolved informally, it may be reduced to writing on YCH's form setting forth the following:
 - a. Name of grievant;
 - b. Class title;
 - c. Department;
 - d. Grievant's mailing address;
 - e. A clear statement of the nature of the grievance, citing the applicable Article of this Agreement alleged to have been violated and all pertinent facts;
 - f. The date upon which the alleged grievance occurred;
 - g. The proposed solution to the grievance;
 - h. The date of execution of the grievance form;
 - i. The date of presentation of the informal grievance and the name of the person to whom it was presented.
 - j. The signature of the grievant; and
 - k. The name and signature of the grievant's representative, if any. A grievance without all of the information set forth above shall not be processed.
2. The written formal grievance must be presented to the employee's Department Head within ten (10) calendar days after the supervisor's answer under Article XIV Section D, above, or, if no timely answer was

given, within ten (10) calendar days after the deadline for such an answer. The Department Head may meet with the grievant, but in any case, shall render a written decision within fifteen (15) calendar days after receiving the formal grievance at Step 1.

F. Formal Grievance - Step 2

If the grievance is not satisfactorily resolved at Step 1, the written grievance may be presented to the YCH ED within ten (10) calendar days after the grievant's receipt of the Step 1 written answer, or if no timely Step 1 written answer is received, within ten (10) calendar days after the deadline for such an answer. The YCH ED shall investigate the grievance in such manner as they deem proper and may meet with the aggrieved employee and/or the Union representative in an attempt to resolve the grievance. The YCH ED shall then render a written decision on the grievance within twenty (20) calendar days after receiving the written grievance from Step 2.

G. Formal Grievance - Step 3

1. If the grievance is not satisfactorily resolved at Step 2, the Union may, within ten (10) calendar days after delivery of the Step 2 decision, request a hearing by a hearing officer to be agreed upon by the Union and the YCH ED from a list supplied by the State Mediation and Conciliation Service. The request for a hearing shall be made in writing to the YCH ED who shall notify the hearing officer or Office of Administrative Hearings (see Section G.2, below) of the request. The hearing officer or Office of Administrative Hearings shall then schedule the hearing taking into account the availability of all the parties.
2. If the parties do not agree on a hearing officer within fifteen (15) calendar days after the parties' receipt of the list from the State Mediation and Conciliation Service, the matter shall be heard by an administrative law judge from the State Office of Administrative Hearings.
3. The hearing officer or administrative law judge (hereinafter "the Arbitrator") shall conduct the hearing and shall render a written decision containing findings of fact and determinations on issues. A copy of the decision shall be served upon the grievant and any Union representative. The decision shall be final and binding upon the employee, the Union, and YCH.

H. Miscellaneous

1. The Union and YCH shall each pay one-half (1/2) the fees and costs of the hearing officer or administrative law judge and any transcript or reporter fees and costs.
2. The hearing officer or administrative law judge shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement,

but shall determine only whether or not there has been a violation of this Agreement as complained of by the grievant. The decision of the hearing officer or administrative law judge shall be based solely upon the evidence and arguments presented to the hearing officer or administrative law judge by the respective parties in the presence of each other, and upon post-hearing briefs of the parties.

3. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the hearing officer or administrative law judge is to determine disputed interpretation of terms found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The hearing officer or administrative law judge shall therefore not have authority, nor shall they consider it their function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used to justify, or result in, what is in effect a modification (whether by addition or detraction) of the written terms of this Agreement. The hearing officer or administrative law judge shall not render any decision or award, or fail to render any decision or award, merely because in his/her opinion such decision or award is fair or equitable.
4. No decision or award rendered by the hearing officer or administrative law judge shall be retroactive beyond the beginning of the last payroll period prior to the ten (10) day period specified in Step 1 of the grievance procedure. The hearing officer or administrative law judge shall have no power to render a decision or award on any grievance occurring before or after the term of this Agreement.
5. Processing and discussing the merits of an asserted grievance shall not constitute a waiver by YCH of a defense that the dispute is not grievable.
6. The hearing officer or administrative law judge may hear and determine only one (1) grievance at a time unless the YCH ED expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.
7. If the YCH ED claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, such a claim shall be heard and ruled upon by the hearing officer or administrative law judge prior to any hearing on the merits of the grievance. Upon the request of either party, there shall be

a suitable stay/continuance between such a ruling and any further proceedings which may be necessary. The YCH ED may forego the above preliminary motion procedure and have such a claim heard and ruled upon at the hearing prior to the receipt of evidence on the merits.

8. It is expressly understood that the only matters which are subject to arbitration under this Article are grievances which were processed and handled in accordance with the grievance procedure above set forth, and which are not excluded from arbitration by other provisions of this agreement.
9. Neither YCH nor the Union shall take any reprisal against any employee for their participation in the grievance procedure

ARTICLE XV DISCIPLINARY PROCEDURE

NOTE: ARTICLE XV SHALL NOT APPLY TO MANAGEMENT BARGAINING UNIT EMPLOYEES WHO WERE HIRED INTO VACANCIES IN POSITIONS IN THE MANAGEMENT BARGAINING UNIT AFTER SEPTEMBER 1, 2000. SUCH EMPLOYEES SERVE AT THE WILL OR THE PLEASURE OF THE YCH ED AND MAY BE DISCHARGED WITHOUT CAUSE OR DISCIPLINED WITHOUT A HEARING.

A. Purpose

1. To provide YCH and bargaining unit members with permanent status an appropriate procedure for processing disciplinary actions and to insure that such employees are provided the rights to which they are entitled under the Constitutions of the United States and the State of California, and any applicable State and Federal laws.
2. To specify the procedure for notice, response meetings, and formal hearings on appeal after disciplinary action.

B. Definitions

1. Minor Disciplinary Actions: Actions taken against a regular permanent employee by YCH for cause which include written reprimand, disciplinary transfer, or suspension without pay for up to two (2) workdays.
2. Major Disciplinary Actions: Actions taken against a regular permanent employee by YCH for cause which include termination, demotion, reduction in pay, or suspension without pay for more than two (2) workdays.
3. Parties: The affected employee, the Union, and YCH.

4. Days: Calendar days, unless otherwise stated.
5. Response Meeting: Informal meeting at which the employee has an opportunity to respond to charges prior to disciplinary action.
6. Hearing: Formal hearing held due to appeal of employee from disciplinary action taken by the YCH ED.
7. Notice: Notice shall be given by personal delivery or by certified mail.
8. Service/Receipt of Notices/Orders: The date of service/receipt of notices/orders shall be the date when the notice/order is actually received by the employee or the date when the last good faith effort at delivery is made and confirmed. Avoidance of service shall not waive time limits specified within this Article.

C. Exclusive Procedure

This procedure shall be the exclusive procedure for taking disciplinary action against bargaining unit employees with permanent status and for appealing those actions.

Minor disciplinary actions shall be subject to appeal only through the Article XIV grievance procedure, up to and including Step 2. Article 15 shall not apply to minor disciplinary actions.

Upon request of the employee, letters of reprimand shall be withdrawn from an employee's official personnel file one (1) year from the date of issue provided there has not been additional formal discipline imposed during the one (1) year period. All other disciplinary actions, upon request of the employee, shall be withdrawn from an employee's official personnel file five (5) years from the date of issue provided there has not been additional formal discipline imposed during the five (5) year period.

D. Just Cause: In addition to just cause provided for by statute or by policy or regulation of YCH, each of the following constitutes just cause for disciplinary action against a permanent employee:

1. Falsifying or altering any information supplied to YCH, including but not limited to information supplied on application forms, employment records, or any other YCH records.
2. Incompetency or unsatisfactory performance.
3. Inefficiency.
4. Neglect of duty.
5. Insubordination.

6. Dishonesty.
7. Drunkenness on duty or being under the influence of alcohol on duty.
8. Intemperance.
9. Use of controlled substances or being under the influence of a controlled substance on duty.
10. Absence without leave.
11. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge or a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
12. Immoral conduct.
13. Improper political activity.
14. Willful disobedience.
15. Refusal to take and subscribe any oath or affirmation which is required by law in connection with employment.
16. Unlawful discrimination, including harassment, on the basis of race, religion, creed, color, national origin, ancestry, physical handicap, marital status, sex, age, or sexual orientation against another employee or against a member of the public while acting in the capacity of a YCH employee.
17. Misrepresentation or concealment of any fact in connection with obtaining employment.
18. Abuse of illness or leave privileges.
19. Misappropriation of YCH funds or property for personal use or for sale.
20. Discourteous, offensive, or abusive conduct toward or treatment of the public, a Board Commissioner, or coworkers.
21. For employees who drive a vehicle in the course of their employment:
 - a. Failure to maintain a good personal or business driving record.
 - b. Failure to satisfy the insurability requirements of YCH's insurance carrier under YCH policies. YCH's ability to obtain insurance for the employee under a high risk or any policy other than the regular

insurance policies does not mitigate this failure.

- c. Failure to maintain a valid California driver's license in full force and effect preventing the operation of those vehicles that the employee must drive in the course of employment.
 - d. Driving a motor vehicle while the employee is under the influence of alcohol or a controlled substance which impairs the employee's ability to operate the vehicle.
- 22. Falsifying any information supplied to YCH such as work time sheets, requests for reimbursements, or any other YCH records.
 - 23. Refusal or failure to submit to an examination by a licensed physician when directed to do so by the YCH ED based upon reasonable suspicion of abuse of leave privileges, of use of alcohol or drugs, or reasonable concern about fitness for duty.
 - 24. Other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to YCH or the person's employment.

E. Notice of Proposed Discipline

For major disciplinary actions, the employee shall be given written notice of a proposed disciplinary action not less than ten (10) calendar days in advance of the date the action is proposed to be taken. In an emergency situation, an employee may be suspended with pay or temporarily reassigned without loss of pay for the period between the date notice is given and the date that action is taken.

- 1. The notice shall contain:
 - a. The reasons for the proposed action, including the rule(s) or regulation(s) or ordinance(s) violated and a complete explanation of the reasons.
 - b. A copy of the charges and the recommended action.
 - c. Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or by or with a representative, which may be an attorney, at the Response (*Skelly*) Meeting.
 - d. The date and time for the Response (*Skelly*) Meeting during which the employee and their representative shall have an opportunity to refute the charges or present facts which may not be known to YCH.
 - e. Notice that if no written response is received by the time scheduled for the Response (*Skelly*) Meeting and the employee

fails to participate in the Response (*Skelly*) Meeting, YCH may proceed to order action and the employee shall be deemed to have waived all rights to hearing or appeal from any action taken.

F. Accompanying Material.

The notice shall be accompanied by either copies of material on which the charges and recommendations are based, or if the materials are too voluminous to copy easily or are confidential within the Public Records Act, a description of the materials and a reasonable opportunity to inspect, summarize, or make copies. The employee may copy and inspect all materials designated as the basis for charges and recommendations. The employee may copy and inspect their personnel file. The employee may copy and inspect only the parts of other YCH records which the employee generated in their job.

G. Scheduling.

The date and time for the Response (*Skelly*) Meeting may be rescheduled for good cause upon mutual Agreement of the parties. If a Response (*Skelly*) Meeting is rescheduled after the proposed date of the imposition of the disciplinary action, YCH shall not take the proposed action until after full consideration of the information presented at the Response (*Skelly*) Meeting but not later than ten (10) days after the conclusion of the Response (*Skelly*) Meeting.

H. Response (*Skelly*) Meeting.

At the time and place set for the meeting giving the employee the opportunity to respond, the employee may respond orally and/or in writing, personally or by or with a representative.

Neither YCH nor the employee shall be entitled to call witnesses or take testimony.

At the meeting, YCH may consider information contained in the charges and recommendations and other information as well as information presented by the employee or their representative. If new information relating to new charges or recommendations is introduced, or if a theory constituting a new ground or occurrence as basis for discipline is alleged, the employee shall be entitled to a reasonable continuance to copy materials and respond to these new matters.

At the conclusion of the Response (*Skelly*) Meeting or within ten (10) days, YCH shall issue an order taking, amending, or determining not to take the action, and shall give written notice thereof to the employee, which shall include:

- a. An explanation of the basis for the action;
- b. The charges upheld;
- c. The effective date(s) of the imposed discipline;
- d. A list of items upon which action is based or new documents, if

appropriate; and

e. Notice of employee's right to appeal.

I. Appeal.

If an employee has requested and participated in a Response (*Skelly*) Meeting as set forth above, the employee shall have the right to appeal the YCH's disciplinary action to an Arbitrator or the parties may agree to pursue mediation. Such appeal may include the severity of the penalty imposed.

Upon the mutual consent of both YCH and the employee, a Mediator may be requested from the State Mediation and Conciliation Service to attempt to resolve the disciplinary action. The request for mediation shall be made within ten (10) days upon receipt of the decision rendered at the Response (*Skelly*) Meeting. The Mediator shall make a recommendation to the YCH ED. Any recommendation made by the Mediator shall not be binding upon the parties.

Filing of an appeal or request for mediation shall not stay the effective date of the order of disciplinary action.

A written demand for an appeal and hearing must be served on the the YCH ED by the employee or their representative within ten (10) days of receipt of the order affirming, reversing or modifying the proposed disciplinary action.

The failure to serve written demand for hearing within the prescribed period shall be deemed a waiver of the right to a hearing and the order of disciplinary action shall be final. Said failure constitutes a failure to exhaust administrative remedies.

The demand for hearing shall include:

- The specific grounds for appeal; and
- Copies of materials on which the appeal is based or, if too voluminous, reference to materials in the custody of YCH.

Upon receipt of the written request for a hearing, the YCH ED shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service or like body. Once that list is received, YCH and the employee (or representative) shall within ten (10) days select the Arbitrator by alternate striking of names from said list until only one name remains or until both parties agree on the person to hear the arbitration. The Union shall strike first.

Upon receipt of the name of the selected Arbitrator, the YCH ED shall contact the employee and their representative and arrange for the earliest hearing date mutually agreeable to the Arbitrator, the employee and their representative and YCH. Should the Arbitrator's calendar preclude a hearing date within sixty (60) days, the YCH ED may require the parties to strike names for a replacement Arbitrator.

The YCH ED shall notify the parties in writing of the time and place of the hearing at least fifteen (15) days prior to hearing.

Seven (7) days prior to the hearing each party shall provide the Arbitrator with a pre-hearing statement, a list of witnesses and copies of all exhibits to be submitted. If additional witnesses or evidence are added after this date, the opposing party shall be entitled to a reasonable continuance at the discretion of the Arbitrator. If new allegations or defenses are brought out, the opposing party shall have the right to a reasonable continuance at the discretion of the Arbitrator.

J. Hearing.

The hearing shall be conducted as a full-scale evidentiary hearing, with full due process rights, including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel, and findings to support the decision.

The Arbitrator shall operate under the Voluntary Labor Arbitration Rules of the American Arbitration Association unless such rules are in conflict with this Article, or the parties to this Article mutually agree to revise the rules of the proceedings for cases falling under the jurisdiction of this Article.

The Arbitrator shall conduct a hearing and shall either issue an oral bench decision, or shall, within sixty (60) calendar days of conclusion of the hearing (and submission of briefs, if any), render a written decision and/or order. Any decision of the Arbitrator shall be final and binding on the parties.

If an appeal has not been scheduled and heard by the arbitrator within twelve (12) months of the issuance of the order, the matter shall be deemed withdrawn with prejudice.

K. Arbitrator/Mediator Cost.

The Union and YCH agree to bear one-half (1/2) the cost of the Arbitrator or Mediator and any mutually agreed upon ancillary fees, including transcript and reporter fees, that are incurred in the presentation of the appeal to the Arbitrator or Mediator except in those cases where the employee is not represented by the Union.

ARTICLE XVI MISCELLANEOUS

A. Discrimination.

YCH and the Union agree not to unlawfully discriminate against any employee on the basis of Union membership or non-membership or on the basis of Union activity protected under the California Meyers-Milias-Brown Act.

B. Severability.

If any term, provision, covenant or condition of this Agreement is held by a court of

competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

C. Concerted Activities And Lockouts

For the duration of this Agreement and any good faith negotiations to create a successor Agreement, the Union and its members agree that they, and each of them, shall not call, sanction, or engage in any strike (including sympathy strike), slowdown, suspension of or stoppage of work activity, sickout, or any other activity against YCH which would involve suspension of or interference with the normal work of YCH, and YCH shall not cause or engage in any lockout of bargaining unit members. In the event that bargaining unit members participate in any such activity, the Union shall notify them to cease and desist from such activity and instruct them to return to their normal duties.

D. Driver License And Insurability

1. An employee who is authorized to drive a YCH vehicle or personal vehicle in the course of their employment shall be required as a condition of employment to maintain the required driver license for the vehicle utilized on the job and the minimum insurance on the personal vehicle which is required by State law.
2. In addition, an employee who is authorized to drive a YCH vehicle in the course of their employment shall maintain a safe driving record such that no assigned risk or insurability penalties are applied to YCH's insurance rates. Failure to do so may result in disciplinary action and/or the employee payment of the increased insurance charges.
3. The employee shall notify their supervisor of the loss, suspension, or cancellation of their driver's license on the first working day following such loss.

E. Retirement Contributions To PERS

1. YCH shall pay the employer share of the PERS contribution
2. Employees shall pay the entire share of their contribution to PERS, up to seven percent (7.0%) for employees. Employee contributions shall be made on a pretax basis as provided for under the IRS Code. The parties agree to renegotiate in good faith the amount of the employee share of PERS contribution, if any, paid by employees during negotiations for any subsequent agreement.
3. The parties agree that YCH will comply with the Public Employees Pension Reform Act of 2013 (Cal. Government Code §§ 7500, et seq.) with respect to pension formulas and contributions with respect to all new and current employees.

F. Term of Agreement

1. This Agreement shall remain in full force and effect upon final ratification of this Agreement by both parties and continue until a subsequent agreement is reached; however, the parties agree to bargain in good faith upon a change in circumstances that effect the conditions of employment.
2. The provisions of this Agreement have been implemented in good faith by the parties as of the effective date stated above and shall be effective on the effective date stated above except as otherwise specifically provided.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 856

By _____
Kenneth Akins
Lead Negotiator

By _____
Maria Peña
Shop Steward

By _____
Peter Finn, Secretary/Treasurer
Teamsters Local 856

HOUSING AUTHORITY OF THE
COUNTY OF YOLO

By _____
Sandra Sigrist
YCH ED, Lead Negotiator

By _____
Ronald J. Martinez
Chief Assistant County Counsel

Approved by Final Determination of the Yolo County Housing Commission on this
_____ day of _____, 2022.

Gary Sandy, Chair
Yolo County Housing Commission
Housing Authority of the County of Yolo

Approved as to Form:

By _____

Hope P. Welton, Agency Counsel

Attest:

Julie Dachtler, Deputy Clerk
Board of Commissioners of the
Housing Authority of the County of Yolo

By _____
Deputy

Information

Subject:

Opening the Housing Choice Voucher Waitlist- Date Change

From:

Tasha Aje'Scott

Recommended Action

Authorize Yolo County Housing Authority (YCH) staff to:

- Change the date for the opening of the Waitlist to August 22, 2022
- Conduct advertising regarding opening the Housing Choice Voucher (HCV) Waitlist
- Open the HCV Waitlist for a set time to conduct sufficient sign-ups, then
- Close the list at the end of the period

Reason for Recommended Action/Background

On June 22, 2022, staff requested approval to open the HCV waitlist July, 18, 2022 through July 28, 2022. In accordance with Federal Housing & Urban Development and Fair Housing requirements, as well as the agency's Administrative Plan, staff is required to inform the public no less than 15 calendar days prior to the opening of the waitlist of this planned activity. YCH did not have adequate time to develop and distribute sufficient outreach materials and as a result the opening of the waitlist experienced a delay which would impact the 15 calendar day requirement. YCH is requesting to establish a new date to open the waitlist that provides staff and advertising platforms adequate time to print, distribute, and notify the public of the opening of the waitlist.

Staff are requesting authorization to:

✕ Conduct advertising regarding opening the Housing Choice Voucher (HCV) Waitlist. This will entail outreach and publication of notices in media outlets, including minority media, to reach all populations, including underserved and hard to reach populations. The notices must comply with HUD Fair Housing requirements and must specify who may apply, in addition to where and when applications will be received. In addition, YCH's Administrative Plan states that YCH will announce the reopening of the waiting list prior to the date applications will first be accepted.

✕ Open the HCV Waitlist for a set time to conduct sufficient sign-ups. Staff propose to open the HCV Waitlist on August 22, 2022, and accept applications until either August 31, 2022, at 5pm, or until the agency determines that applications have been received in a number sufficient to serve eligible applicants for a five (5) year period.

✕ Close the list at the end of the set application time period.

Fiscal Impact

Cost of Recommended Action: N/A

Amount Budgeted: N/A

Additional Expenditure Authority needed?: N/A

Comments:

Attachments

No file(s) attached.

Form Review

Form Started By: Mindi Nunes

Final Approval Date: 07/21/2022

Started On: 07/21/2022 09:03 AM

Information

Subject:

9:00 a.m. Hold a public hearing and approve a proposed amendment to the YCH Five-year Plan cycle. (Tasha Aje'Scott, Housing Programs Manager)

From:

Tasha Aje'Scott

Recommended Action

1. Receive a presentation providing a framework for today's hearing and approval requests.
2. Hold a public hearing to solicit public comment regarding amending the dates of the Five-Year Plan; and
3. After testimony, comments and incorporating recommended changes, adopt a Resolution confirming adoption of the amended dates of the Five-Year Plan; and
4. Authorize the Yolo County Housing Authority (YCH) Interim Executive Director to submit all approved documents to HUD as required.

Reason for Recommended Action/Background

.As part of its federal funding mandates, Yolo County Housing (YCH) is required to have an adopted Five-Year Agency Plan for its Housing Choice Voucher (HCV) and Low Rent Public Housing (LRPH) programs.

HUD staff recently requested that YCH update the agency's Five-Year Cycle dates to align with current regulations. HUD's Public and Indian Housing (PIH) Notice 99-51 as published in the Federal Register on October 21, 1999, set the following:

24 CFR Section 903.3. When must a PHA (Public Housing Agency) submit the plans to HUD?

- a. 5-Year Plan. (1) The first PHA fiscal year that is covered by the requirements of this part is the PHA fiscal year that begins January 1, 2000. The first 5-Year Plan submitted by a PHA must be submitted for the 5-year period beginning January 1, 2000. The first 5-Year Plans for such PHAs are due on December 1, 1999. For PHAs whose fiscal years begin after January 1, 2000, the 5-Year Plans are due no later than 75 days before the commencement of their fiscal year. For all PHAs, after submission of their first 5-Year Plan, all subsequent 5-Year Plans must be submitted once every 5 PHA fiscal years, no later than 75 days before the commencement of the PHA's fiscal year.

On December 22, 2000, an Updated Cycle was implemented which took effect on February 5, 2021:

24. CFR Section 903.5. When must a PHA submit the plans to HUD?

- a. 5-Year Plan. (1) The first PHA fiscal year that is covered by the requirements of this part as amended on December 22, 2000, is the PHA fiscal year that begins October 2001. This 5-Year Plan submitted by a PHA must be submitted for the 5-year period beginning October 1, 2001.

Accordingly, per HUD's schedule for PHAs with a Fiscal Year Start of July 1st, the YCH current 5-Year Plan Cycle (#5) will be FY2022 -- FY2026:

The 5 Year Plan Cycles (2001/2002 – 2050/2051)

PHA FYB Date	10/1	1/1	4/1	7/1
5Y Plan Deadlines	7/18 (Same CY)	10/18 (Prev. CY)	1/16 (Same CY)	4/17 (Same CY)
5Y Plan Cycle #1	2001 - 2005	2002 - 2006	2002 - 2006	2002 - 2006
5Y Plan Cycle #2	2006 - 2010	2007 - 2011	2007 - 2011	2007 - 2011
5Y Plan Cycle #3	2011 - 2015	2012 - 2016	2012 - 2016	2012 - 2016
5Y Plan Cycle #4*	2016 - 2020	2017 - 2021	2017 - 2021	2017 - 2021
5Y Plan Cycle #5	2021 - 2025	2022 - 2026	2022 - 2026	2022 - 2026
5Y Plan Cycle #6	2026 - 2030	2027 - 2031	2027 - 2031	2027 - 2031
5Y Plan Cycle #7	2031 - 2035	2032 - 2036	2032 - 2036	2032 - 2036
5Y Plan Cycle #8	2036 - 2040	2037 - 2041	2037 - 2041	2037 - 2041
5Y Plan Cycle #9	2041 - 2045	2042 - 2046	2042 - 2046	2042 - 2046
5Y Plan Cycle #10	2046 - 2050	2047 - 2051	2047 - 2051	2047 - 2051

*Current 5Y Plan Cycle as of 10/1/2020

Note: The 5-Year Plan dates are based on Fiscal Year Begin (FYB) dates NOT Calendar Year (CY) dates

Public Review and Availability of Documents

This proposed amendment was available for review and comment at the following locations:

- On the agency's website at ych.ca.gov
- At the agency's main administration building, 147 W. Main St., Woodland, CA 95695
- In the Woodland Daily Democrat news publication
- At the following Public Housing locations:
 - o El Rio Villas -- 62 Shams Way, Winters 95694
 - o Las Casitas -- 685 Lighthouse Drive, West Sacramento 95605
 - o Yolano Donnelly -- 1230 Lemen, Woodland 95776

There were no public comments received.

Fiscal Impact

Cost of Recommended Action: N/A

Amount Budgeted: N/A

Additional Expenditure Authority needed?: N/A

Comments: Today's action continues the current budget authority as allocated by HUD and approved by the Commission. Annual Updates to this Five-Year Plan will be brought to the Commission for approval, and corresponding revisions, if indicated, will be incorporated into the agency's budget for approval annually or at mid-year.

Attachments

- A. Public Comment Notices
- B. 5-year Plan Notice
- C. FY2022-FY2026 5-Year Plan
- D. Resolution

Form Review

Form Started By: Mindi Nunes
Final Approval Date: 07/19/2022

Started On: 07/18/2022 10:53 AM



Yolo County Housing Authority

147 W. Main Street
Woodland, CA 95695

Woodland: (530) 662-5428
Sacramento: (916) 444-8982
TTY: (800) 545-1833, ext.626

COMBINED NOTICE OF PUBLIC COMMENT PERIOD AND PUBLIC HEARING

To all citizens, residents and interested parties, Yolo County Housing Authority will conduct a PUBLIC COMMENT PERIOD and PUBLIC HEARING regarding the following:

- Approval of an amendment to the time period of the Five-Year Agency Plan, amending the dates to align with the Housing & Urban Development (HUD) schedule for Public Housing Agencies (PHAs) with a Fiscal Year Begin Date of July 1st, to FY2022 – FY2026.

The Five-Year Plan outlines the PHA's strategic operational goals and objectives regarding its Housing Choice Voucher and Public Housing programs and includes Yolo County Housing Authority's planned expenditures for funds received through the Capital Fund Program. A public hearing is scheduled to be held **on Wednesday, July 27th, 2022, during the Yolo County Housing Authority's Commission Meeting at 3:00pm currently being held electronically via Zoom.** Interested parties are invited to attend.

The 45-day public comment period begins on June 8th, 2022, and will end at the agency's close of business on July 22nd, 2022. Comments may be made in writing or may be presented orally at the public hearing. Any persons or organizations desiring to be heard on this topic will be afforded an opportunity to speak at the public hearing. Interested persons may also provide written comments during the public comment period. **Written comments and/or questions should be addressed to: Tasha Aje'Scott, Housing Programs Manager, 147 W. Main Street, Woodland, CA 95695.** Oral comments and/or questions may also be made to Ms. Aje'Scott at 530-662-2211.

If you would like to review the Agency Plan, it is available at the locations listed below or on the Yolo County Housing website at www.ych.ca.gov:

Winters Office	West Sacramento Office	Woodland Office	Administration Office
62 Shams Way	685 Lighthouse Drive	1230 Lemen Avenue	147 West Main Street
Winters, CA 95694	West Sacramento, CA 95605	Woodland, CA 95776	Woodland, CA 95695
Monday - Thursday	Monday – Thursday	Monday – Thursday	Monday – Thursday
8:30a.m. to 5:00p.m.	8:30a.m. to 5:00p.m.	8:30a.m. to 5:00p.m.	8:00a.m. to 5:00p.m.
Closed 12-1 for Lunch	Closed 12-1 for Lunch	Closed 12-1 for Lunch	

NONDISCRIMINATION

Yolo County Housing Authority prohibits discrimination in employment, services, and activities on the basis of race, color, creed, religion, sex, ancestry, familial status, marital status, national origin, sexual orientation, age, disability, source of income or other legally protected status. Yolo County Housing Authority affirms its commitment to equal opportunity and equal access to services. For additional information, contact the Section 504 Coordinator, Tasha Aje'Scott at the agency's main administration line, 530-662-5428; TDD 1-800-545-1833, ext. 626.

LANGUAGE SERVICES

Yolo County Housing Authority offers free language services. If you need this document translated, please contact us at 530-662-5428; TDD 1-800-545-1833, ext. 626.



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147 W. Main Street
Woodland, CA 95695

Woodland: (530) 662-5428
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June 8, 2022

NOTICE IS GIVEN HERewith that the Housing Authority of the County of Yolo (CA 044) Board of Commissioners will hold a public meeting for the purpose of accepting comments, holding discussion, and making a recommendation on adoption of a proposed amendment to the time period of the Five -Year Agency Plan, amending the dates to align with the Housing & Urban Development (HUD) schedule for Public Housing Agencies (PHA) with a Fiscal Year Begin Date of July 1st, to FY2022 - FY2026.

Introduction

HUD's Public and Indian Housing (PIH) Notice 99-51 as published in the Federal Register on October 21, 1999, set the following:

24 CFR Section 903.3. When must a PHA (Public Housing Agency) submit the plans to HUD?

- (a) 5-Year Plan. (1) The first PHA fiscal year that is covered by the requirements of this part is the PHA fiscal year that begins January 1, 2000. The first 5-Year Plan submitted by a PHA must be submitted for the 5-year period beginning January 1, 2000. The first 5-Year Plans for such PHAs are due on December 1, 1999. For PHAs whose fiscal years begin after January 1, 2000, the 5-Year Plans are due no later than 75 days before the commencement of their fiscal year. For all PHAs, after submission of their first 5-Year Plan, all subsequent 5-Year Plans must be submitted once every 5 PHA fiscal years, no later than 75 days before the commencement of the PHA's fiscal year.

On December 22, 2000, an Updated Cycle was implemented which took effect on February 5, 2021:

24 CFR Section 903.5. When must a PHA submit the plans to HUD?

- (a) 5-Year Plan. (1) The first PHA fiscal year that is covered by the requirements of this part as amended on December 22, 2000, is the PHA fiscal year that begins October 2001. This 5-Year Plan submitted by a PHA must be submitted for the 5-year period beginning October 1, 2001.



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Accordingly, per HUD's schedule for PHAs with a Fiscal Year Start of July 1st, CA044 current 5-Year Plan Cycle (#5) will be FY2022 – FY2026:

The 5 Year Plan Cycles (2001/2002 – 2050/2051)				
PHA FYB Date	10/1	1/1	4/1	7/1
5Y Plan Deadlines	7/18 (Same CY)	10/18 (Prev. CY)	1/16 (Same CY)	4/17 (Same CY)
5Y Plan Cycle #1	2001 - 2005	2002 - 2006	2002 - 2006	2002 - 2006
5Y Plan Cycle #2	2006 - 2010	2007 - 2011	2007 - 2011	2007 - 2011
5Y Plan Cycle #3	2011 - 2015	2012 - 2016	2012 - 2016	2012 - 2016
5Y Plan Cycle #4*	2016 - 2020	2017 - 2021	2017 - 2021	2017 - 2021
5Y Plan Cycle #5	2021 - 2025	2022 - 2026	2022 - 2026	2022 - 2026
5Y Plan Cycle #6	2026 - 2030	2027 - 2031	2027 - 2031	2027 - 2031
5Y Plan Cycle #7	2031 - 2035	2032 - 2036	2032 - 2036	2032 - 2036
5Y Plan Cycle #8	2036 - 2040	2037 - 2041	2037 - 2041	2037 - 2041
5Y Plan Cycle #9	2041 - 2045	2042 - 2046	2042 - 2046	2042 - 2046
5Y Plan Cycle #10	2046 - 2050	2047 - 2051	2047 - 2051	2047 - 2051

*Current 5Y Plan Cycle as of 10/1/2020
Note: The 5-Year Plan dates are based on Fiscal Year Begin (FYB) dates NOT Calendar Year (CY) dates

Recommendation: That the Board of Commissioners of the Housing Authority of the County of Yolo (CA 044) adopt the proposed amendment to the Five-Year Agency Plan.

Public Review and Availability of Documents: The Five Year Plan current Plan and this proposed amendment will be available for review and comment from June 8, 2022, and may be accessed at the following locations:

- On the agency's website at ych.ca.gov
- At the agency's main administration building, 147 W. Main St., Woodland, CA 95695
- At the following Public Housing locations:
 - El Rio Villas – 62 Shams Way, Winters 95694
 - Las Casitas – 685 Lighthouse Drive, West Sacramento 95605
 - Yolano Donnelly – 1230 Lemen, Woodland 95776

The Public Hearing will be held at the regularly scheduled Board of Commissioners of the Housing Authority of the County of Yolo, at their remote meeting, June 22, 2022. Information about the meeting will be posted to the agency website at ych.ca.gov, and at the bulletin board of the agency's main administration building.

YOLO COUNTY HOUSING

FY2022 – FY2026 FIVE-YEAR AGENCY PLAN

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A. PHA Information

A.1 PHA Name:	Yolo County Housing
PHA Code:	CA044
PHA Plan Fiscal Year Beginning:	07/2022
PHA Plan Submission Type:	5-Year Plan Submission

Availability of Information

The FY2022-FY2026 Five-Year Agency Plan and related information are available for review at Yolo County Housing’s central office located at 147 West Main Street in Woodland, California. Information can be reviewed during normal business hours.

B. Five-Year Plan

B.1 Mission

“Working together to provide quality affordable housing and community development services for all.”

B.2 Goals and Objectives

Strategic Priority 1 - Building Up our Communities

- Goal: Expand our partnerships with local jurisdictions and find areas of common interest in the development space.
- Goal: Improve linkage by having Commissioners serve as YCH ambassadors with our existing and emergent partnerships to help expand YCH’s capacity and to help link our services to local needs more seamlessly.
- Goal: Ensure sustainability, not just economically, but also in the creation or rehabilitation of units to be energy and water efficient and to be resilient in the face of changing climate.
- Goal: Work with our partners to expand opportunity and self-sufficiency for residents and participants as well as to continue to

participate in the Joint Emergency Management Services to ensure that our people and our properties are prepared for emergencies.

- Goal: Provide data, grant application support, and technical expertise to communities to promote housing and community development goals. Work jointly with jurisdictions, where invited, on planning and projects, including SB2 planning grants, housing element, and inclusionary housing policies.

Strategic Priority 2 - Investing in Development

- Goal: Complete RAD and Exit Public Housing program.
- Goal: Begin preliminary reuse planning to identify total potential development; master planning and phasing with Yolano Village-Donnelly Circle (Woodland) and Vista Montecito (Esparto) as top priorities, followed by Riverbend Manor (West Sacramento) and, finally, El Rio Villas (unincorporated Winters).
- Goal: Complete build-out of 100 units in current development and the approximately 90-100 additional units in the initial pipeline for development or repositioning. Continue to expand our development/voucher pipeline by an additional 200 units by 2022 if current market conditions continue. Evaluate need and capacity by 2022 to continue the development model, with a stretch goal of creating, subsidizing, acquiring, and/or managing a total of 700 new/newly subsidized units over the life of this Strategic Plan.
- Goal: Expand our financing models and types, including private equity, public investment, land dedication, and emerging financial products.
- Goal: Increase our development capacity through a mix of models, using both internal staff, partners, and fee development.
- Goal: Continue advocating for federal and state support and funding for our programs and protection of key funding sources. Continue our advocacy for financial products that serve our cities, the county, and our constituents.

Strategic Priority 3 - Investing in our People

- Goal: Continue and expand our employee-centered training program.
- Goal: Continue to find opportunities to create more streamlined internal logistical and project management training support to strengthen our staff's internal career ladder and the agency's succession planning goals.
- Goal: Strengthen our middle management leadership capacity.
- Goal: Evaluate and restructure the organization in 2020 to prepare for capacity growth by taking advantage of planned retirements in rethinking the organization's management and overall department structure.
- Goal: Expand opportunity within the YCH umbrella for resident and participant job training.

Strategic Priority 4 - Expanding our Capacity and Building our Systems

- Goal: Continue to automate processes with an eye towards greater self-sufficiency, improved interfaces, and self-service by residents through improved enterprise systems.
- Goal: Complete cybersecurity upgrades.
- Goal: Convert our existing Google business platform to a more robust Google Enterprise system.
- Goal: Continue to invest in technology and systems to improve efficiency and customer service — including automated work orders, new VOIP phone system, enhanced mobile communications for field personnel, and improved financial data analysis systems.
- Goal: Enhance our presence through improved branding, a new website, and communication tools to get our message out to our residents, community members, and partners.

B.3 Progress Report in Meeting Goals and Objectives from Previous Five-Year Agency Plan

- Continue to analyze opportunities for operational cost savings that will be necessary due to cuts in funding.

Progress: In 2019, YCH entered into an agreement to outsource its' information technology requirements. Based on estimates, the savings would be approximately \$80,000 per year.

- Complete renovations to public housing properties to meet accessibility requirements.

Progress: YCH has committed Capital Funds over the next couple of years to complete site improvements to the roadways, parking and sidewalks in an effort to provide easier access to persons with disabilities.

- Continue to increase the sustainability of the Agency's portfolio by reducing energy usage using both simple and complex strategies.

Progress: Solar arrays have been installed at multiple sites. These installations will reduce the Agency's energy usage by a significant amount. Since they have only been up and running for less than a year, the cost savings will be available when more data is captured.

- Maintain leasing rates, on-time collections and other benchmarks for on-going programs at a rate equal to or above generally accepted standards.

Progress: The Public Housing program continually exceeds the occupancy rate and on-time collection in accordance with HUD benchmarks. To enable residents with a more convenient and efficient way to pay rent, YCH implemented "RentTrack" which enables tenants to directly deposit their rent into the bank and upload into the TenMast system. This will increase accuracy of tracking delinquency and reduce administration time. The benefit to the resident is that it will report on-time rent payments to the credit bureaus which in turn can improve their credit scores.

- Continue to improve the Public Housing Assessment System (PHAS) score.

Progress: The last three PHAS scores are:

FYE 6/30/2016 - 93

FYE 6/30/2017 - 90

FYE 6/30/2018 – 88 (with corrected financial score)

Each Asset Management Property (AMP) is scheduled for a HUD Real Estate Assessment Center (REAC) inspection annually, biannually or triennially based on their previous score. In FY 2018, AMP II was inspected and this REAC inspection impacted the overall PHAS score. The change in the REAC score was partially due to changes in HUD scoring methods with non-health and safety issues being identified. Staff were provided REAC training in the fall of 2018.

- Continue to train staff on Asset Management to ensure compliance with all new HUD regulations.

Progress: Staff regularly attends training classes to ensure they are up-to-date on current regulations regarding tenant/landlord law, fair housing, property management, and other relevant training to best manage YCH assets.

- Achieve and maintain a 98% lease-up in the budget year (combined between tenant-based Housing Choice Voucher (HCV) and project-based vouchers and includes either units or budget authority).

Progress: Due to the high rental cost and low vacancy rates, it is challenging for the HCV Program to fully utilize the number of vouchers allocated to the program. HCV funding is being utilized at or above the required 98%.

- Close an additional three (3) homes through the HCV Home Ownership Program in the coming year.

Progress: One participant completed the HCV Homeownership Program within the last year. Another participant is in the process of completion.

- Continue to achieve High Performer status on Section 8 Management Assessment (SEMAP) score.

Progress: YCH was notified that it received a score of 100% on the SEMAP for the fiscal year ending June 30, 2019. This is the 10th consecutive year that the Housing Choice Voucher Program is a High

Performer.

- Implement new owner outreach materials to attract potential new owners to participate in the HCV Program. In 2020, YCH created outreach materials to owners/landlords and will be implementing landlord workshops/topics of interest a minimum of two times a year in addition to the Annual Fair Housing Conference.

Progress: Staff continues to host forums for landlords in which the rules and benefits of the HCV Program are outlined.

- Complete full enrollment in the Family Self-Sufficiency Program (FSS) to comply with the HUD requirement.

Progress: The Agency maintains full enrollment in the FSS Program based on their mandatory slots. YCH successfully obtained a HUD FSS Grant expanding program enrollment and self-sufficiency for families in both the HCV program and Public Housing. Since July 1st, 2019, five participants have graduated from the FSS Program.

- Continue to upgrade computer systems including servers, software, and memory capacity.

Progress: During 2019, the network infrastructure was significantly upgraded for improved security and efficiency, more robust backup systems were installed, all end of life workstations were replaced (primarily with laptops for additional operational flexibility), and switching infrastructure was upgraded for increased efficiency. Upgrades to additional systems are expected in 2020 which include email encryption capabilities, file storage accessibility, and phone system upgrades.

- Continue with customer satisfaction surveys; gather and interpret results; identify strengths and areas of needed improvement in YCH services.

Progress: Staff has not been able to conduct customer satisfaction surveys since 2017 due to ongoing funding proration that impact staffing. Other types of surveys (such as on-line), which would minimize the time needed by staff to process are being researched to find a right fit - staff anticipates identifying a replacement standard in 2020.

- Install individual water meters at apartments where there is currently

no meter.

Progress: Due to complications with how the water lines enter the units at several sites (one line for two units), this will be a very costly undertaking. Staff is currently researching possible alternatives; however, this issue may be partly or wholly resolved through future redevelopment of affected sites.

- Develop eco-friendly landscaping plan to reduce water usage.

Progress: Due to capital fund underfunding and no additional dedicated funding, YCH has not undertaken comprehensive eco-friendly landscaping. It has, however, set ongoing water usage restrictions, done a demonstration lot and has had some opportunities to redo small landscaping areas in low water formats. In addition, in partnership with Woodland Tree Foundation, Tree Davis and Woodland Sunrise Rotary, YCH has planted 2 phases of low water using trees in an urban forest concept, most recently in January 2020. All new affordable developments deploy eco-friendly landscaping.

- Install broadband access capability to reach all sites and offer inexpensive in-home broadband access to residents.

Progress: Due to the cost of implementation, YCH cannot install broadband access without receiving funding through a grant or other outside source. Current available grants do not cover last mile implementation or require that YCH pay the cost of service - both of which preclude participation. This remains a goal, staff keeps abreast of possible funding opportunities and participates in the countywide broadband working group, chaired by LAFCO. In the meantime, YCH does deploy computer learning centers at large campuses, along with Wi-Fi access associated with those centers.

- Continue to deploy social media, including Facebook, to help distribute information to residents and applicants.

Progress: Information concerning YCH matters and other important news is posted to the Agency's Facebook page on a continual basis. YCH continues to promote resident sign-ups in the Yolo-Alert emergency notification system which provides emergency notification to families and includes a Yolo County Housing community information notification component. In addition, YCH uses the front page of its website to post timely information about

its Strategic Plan and other items of interest to the public.

- Upgrade website to include better information, easier navigation and install access portals for customers – landlords, tenants, and participants.

Progress: No progress in the last year as YCH has focused its funding and time on cybersecurity and systems upgrades to ensure stable and safe operations. YCH will return to looking at replacement systems once current upgrades are complete.

Also, in the future, YCH will review the website content to address those areas which need to be upgraded to make the site more user friendly to Limited English Proficiency (LEP) persons.

- Move forward with additional elements of YCH’s “Welcome Home” strategy that are already outlined in the Five-Year Plan, including development of a welcome packet for residents, participants, and landlords.

Progress: Completed in concept. Staff continue to develop new and revise items to enhance tenant/landlord relationships.

Going forward, YCH will work in collaboration with partners to ensure a deliberative process in the translation of documents, such as the Welcome Home packets and HCV orientations, into Spanish and Russian to assist Limited English Proficiency (LEP) persons to have "meaningful access" to their programs.

- Apply for additional funding including the Capital Fund Education and Training Community Facilities (CFCF) Program and Resident Opportunity and Self-Sufficiency (ROSS) Service Coordinators Program.

Progress: YCH received a FSS Coordinator Grant for \$72,000 in late 2019. YCH continues to manage the ten additional VASH vouchers (current total of 36), 22 Mainstream Vouchers and 26 Family Unification Program (FUP) Vouchers received in prior years.

- Complete software conversion to Tenmast’s Winten 2+ system to enhance productivity and streamline operations.

Progress: Complete

- Expand CAST (Community Awareness and Safety Team) to the El Rio Villa public housing developments.

Progress: Complete

- Speed up the collection of past due accounts.

Progress: YCH wrote off bad debts totaling \$12,673 in 2018-2019 which is a decrease over the prior year. Staff created new tracking systems to ensure that repayment agreements are adhered to, past due debts are monitored and collections are attempted. Inability to collect past debt will result in referral to collection agency as a last option.

- Provide services to other Public Housing Authorities or similar entities as a means to increase revenue.

Progress: YCH continues to provide grant management services related to the Community Block Grant and Home Grant for Yolo County.

Since 2013, the City of Winters has had an Intergovernmental Agreement with YCH to provide technical assistance and guidance in writing grants, managing and executing funding from the Community Development Block Grant (CDBG) Program and the Home Investment Partnerships (HOME) Program received through HUD following the approval of City grant applications. The contract was renewed for three years beginning on July 1, 2019.

Since 2016, the City of Davis has had an Intergovernmental Agreement with YCH to provide technical assistance and guidance in managing and executing funding and programs through Community Development Block Grant (CDBG) Program and the Home Investment Partnerships (HOME) Program received through HUD, as well as the Affordable Housing Program for the City and high level policy. The contract was renewed for three years beginning on July 1, 2019.

In February 2020, YCH signed an intergovernmental Agreement with the City of Winters to provide CDBG, HOME, and Housing services in a manner similar to the City of Davis.

YCH continues to be a member of the Continuum of Care.

YCH will continue to assess opportunities like the above on an on-

going basis and undertake the ones which make programmatic, regional, and financial sense.

B.4 Violence Against Women Act

It is YCH's policy to make all applicants and residents aware that the agency has a Violence Against Women Act Policy (VAWA). A copy of the policy can be reviewed on YCH's website, www.ych.ca.gov. All applicants are presented with a copy of the policy when they apply. In addition, residents are presented with the policy at initial lease up and all reexams. Lastly, YCH provides the VAWA notice with every proposed termination to families as well. This policy makes sure that no applicants and residents are discriminated against because they are a victim of domestic violence.

Although YCH has not established any goals, activities or programs regarding VAWA, a wait list preference has been implemented in the Public Housing Program for victims of domestic violence. This preference allows victims of domestic violence to move up the wait list which may enable families to receive housing sooner. Staff is in the process of reviewing and updating the Administrative Plan for the Housing Choice Voucher Program. During this process, staff is planning to add a wait list preference for victims of domestic violence to be consistent with the ACOP.

In addition, YCH staff provides outreach through our partnerships with local social service agencies including Empower Yolo which provides services to victim of domestic violence in Yolo County. In our public housing portfolio, we provide client services support to families when a potential VAWA incident occurs. This includes referrals to agencies such as Empower Yolo, Legal Services of Northern California, etc. that can provide additional wraparound services to victims in addition to following our VAWA Emergency Transfer procedures.

B.5 Significant Amendment or Modification to the Five-Year Agency Plan

A "Significant Amendment or Modification" to the Annual Plan is a change in a policy or policies pertaining to the operation of the Authority. This includes the following:

- Changes to rent or admissions policies or organization of the waiting list.

- Any change with regard to demolition or disposition, designation, homeownership programs, conversion or RAD activities.

B.6 Resident Advisory Board (RAB) Comments

A Resident Advisory Board meeting will be held during the Public Hearing Notice period to discuss the FY2022 – FY2026 Five-Year Agency Plan. Any comments from that meeting will be included with the Plan submittal to HUD.

B.7 Certification by State or Local Officials

Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, is submitted as an electronic attachment to the PHA Plan.

Other Information

It is the intent of the Housing Authority of the County of Yolo (Yolo County Housing, or YCH) to commence ongoing Public Housing repositioning activities using options available under Housing and Urban Development (HUD)'s authority. These activities may include, and are not limited to:

- Mixed Finance Modernization or Development
- Demolition and/or Disposition
- Designated Housing for Elderly and/or Disabled Families
- Conversion of Public Housing to Tenant-Based Assistance
- Conversion of Public Housing to Project-Based Assistance using RAD (Rental Assistance Demonstration)
- Project-Based Vouchers

Starting in 2022, the agency intends to implement various activities with the existing Public Housing which will likely result in Section 8 Project-Based Voucher (PBV) projects, Tenant-Based Voucher assistance options, and mixed-income projects. The activities will likely involve phased relocation of some tenants currently in Public Housing and will allow for substantial rehabilitation and/or new construction utilizing available funding such as bond financing, low-income tax credit funding, affordable housing loans, and/or other funding as available. Resulting projects may include mixed-income residential, community services and community-serving retail, which may include the phased replacement of the

existing multifamily Public Housing owned and operated by YCH or other affiliated entities.

2022 Potential Applications for one or more activities include:

Yolano Village	60 units
Donnelly Circle	72 units
Yolito	10 units
Ridgecut Homes	10 units
El Rio Villa I	30 units
El Rio Villa II	26 units
El Rio Villa III	50 units
El Rio Villa IV	18 units
Vista Montecito	16 units
Riverbend Sr. Manor I	39 units
Riverbend Sr. Manor II	24 units
Las Casitas	76 units

Mixed Finance Modernization or Development

Mixed finance modernization is under consideration, which could be accomplished in a partnership, which may include YCH and other yet-to-be-determined partners, and which could use Public Housing Capital funds, rental subsidy, Project Based Vouchers, Project Based Rental Assistance and/or other available Federal, State, local, grant, private and loan funding options.

Demolition and/or Disposition

The agency is considering potential demolition and/or disposition of select low-income Public Housing properties throughout the County of Yolo. This could allow the subject properties to be removed from Public Housing and could allow for substantial rehabilitation and/or new construction to preserve the unit's long-term affordability.

Designated Housing for Elderly and/or Disabled Families

This designated housing is under consideration and could include demolition or rehabilitation and/or new construction of residential units designed for elderly and/or disabled families.

Conversion of Public Housing to Tenant-Based Assistance and Conversion of Public Housing to Project-Based Assistance using RAD

These conversions may include demolition, rehabilitation, and new construction of residential units to preserve long-term affordability.

Project Based Vouchers

This consideration includes Yolo County Housing engaging in initiatives to improve, rehabilitate and/or build new construction and/or replace Public Housing buildings, properties or sites, and assigning Project-Based Vouchers to the resulting units to preserve long-term affordability.

YOLO COUNTY HOUSING
RESOLUTION NO. 22-_____

(Resolution for Interim Executive Director to Execute Amendment to Agency Five-Year Plan)

WHEREAS, the Housing Authority of the County of Yolo ("YCH") is required to maintain a Five-Year Plan outlining the Agency Goals, Objectives and Progress in the Low Income Public Housing and Housing Choice Voucher Programs; and

WHEREAS, the U.S. Department of Housing & Urban Development ("HUD") has requested that YCH amend its Five-Year Plan Cycle to align with current regulations; and

WHEREAS, the approved Five-Year Plan amendment must be submitted to HUD; and

WHEREAS, submission and approval of this resolution is the basis for continued receipt of federal funds from HUD,

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Housing Commission of the Housing Authority of the County of Yolo, as follows:

1. The foregoing recitals are true and correct.
2. The Housing Commission hereby approves that the Housing Authority of the County of Yolo submit an amended Five-Year Agency Plan to the U.S. Department of Housing and Urban Development.
3. The Housing Commission hereby authorizes the Interim Executive Director on behalf of the Housing Authority of the County of Yolo, to execute any and all agreements necessary to carry out this transaction.

EFFECTIVE DATES: This Resolution shall take effect from and after the date of its adoption.

PASSED AND ADOPTED, by the Housing Commission of the Housing Authority of the County of Yolo, State of California, this 27th day of July, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gary Sandy, Chair
Housing Commission of the
Housing Authority of the County of Yolo

Approved as to Form:

By _____
Hope Welton, Agency Counsel

Attest:
Julie Dachtler, Agency Clerk
Housing Commission of the
Housing Authority of the County of Yolo

By _____

Information

Subject:

Approve revised Section 3 Plan incorporating New Housing and Urban Development (HUD) Section 3 Final Rule Regulations. (Marcia Sayles, Human Resources Specialist)

From:

Marcia Sayles

Recommended Action

- a) Review and approve the adoption of the revised Section 3 Plan that incorporates the new HUD Section 3 final rule, regulations and benchmarks; and
- b) Authorize staff to incorporate the plan requirements in procurement procedures.

Reason for Recommended Action/Background

Yolo County Housing (YCH) is required to have an adopted Section 3 Plan that outlines the policies and procedures to create and promote economic opportunities generated by certain Department of Housing and Urban Development (HUD) funding including public housing programs. YCH is committed to helping the residents of its communities achieve their individual goal of self-sufficiency and to the greatest extent feasible, assures that opportunities created by HUD financial assistance be given to low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide opportunities to these persons. The current YCH Section 3 Policy and Procedure Manual was adopted by the Housing Commission on March 11, 2010. Over the years, YCH has consistently met or exceeded the goal that 30% of all new hires meet the definition of Section 3 low-income worker. Staff have conducted extensive outreach to contractors to promote Section 3 in their procurement and contract activities to expand opportunities to low-income households.

On November 30, 2020, the HUD final rule took effect which updates the Section 3 regulations to create more effective incentives for employers to retain and invest in their low and very low-income workers, streamline reporting requirements, provide for program-specific oversight and clarify the obligations of entities covered by Section 3. The main differences affecting YCH policy are outlined in the Attachment B, "Key Changes of Section 3 Final Rules Summary Chart". The revised YCH Section 3 Plan incorporates these changes and provides contractors with a better understanding of their roles and responsibilities to expand economic opportunities in the local community. It also provides revised forms for documentation for Section 3 business concerns and the preference afforded these businesses in the bid ranking process.

Through outreach and education, the revised Section 3 Plan strives to connect low-income persons in the County of Yolo with self-certifying as an eligible Section 3 worker to assist them with identifying and pursuing sustainable employment. YCH will continue to incorporate Section 3 preferences in its hiring processes.

One of the major changes in the revised policy is the reporting benchmarks with focus on tracking labor hours vs. new hires. Similar to tracking that must be completed for other government funding (such as Davis-Bacon) this will require a change in compliance oversight. Staff will maintain relevant documentation and records, assure accuracy and monitor contract compliance, complete and submit required annual report to HUD. Through the use of the revised Section 3 Plan, it is the goal to enhance and increase economic opportunities for low and very low-income persons that reside in the County of Yolo.

Fiscal Impact

Cost of Recommended Action: N/A

Amount Budgeted: N/A

Additional Expenditure Authority needed?: N/A

Comments: There is no financial impact at this time. Non-compliance with Section 3 could result in sanctions

Attachments

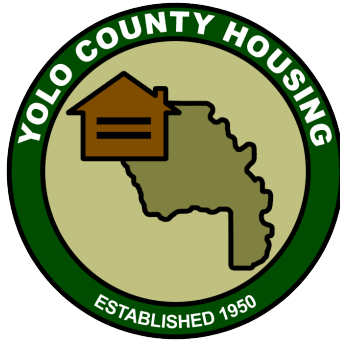
A. Revised Section 3 Plan

B. Key Changes Summary

Form Review

Form Started By: Mindi Nunes
Final Approval Date: 07/19/2022

Started On: 07/18/2022 10:30 AM



Yolo County Housing

Section 3

Plan

Version Number	Date Updated	Summary of Changes
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1.0	06/24/2022	Initial Draft
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1. Overview of Section 3 Requirements

A. WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

B. PURPOSE OF THIS DOCUMENT

This plan outlines how the Yolo County Housing (hereinafter YCH) and its subrecipients, contractors and subcontractors will comply with HUD's Section 3 requirements in implementing YCH's public housing program. YCH will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Businesses) and requires the same of its contractors.

YCH may amend its Section 3 Plan document as necessary to ensure continued compliance with HUD's requirements and/or to reflect updated Section 3 guidance and outreach strategies.

C. APPLICABILITY

For public housing financial assistance, all funding is covered, regardless of the amount of expenditure or size of a contract. This plan applies to development assistance, operating funds, capital funds, and all mixed-finance development.

This plan also applies to projects that include multiple funding sources. Multiple funding source projects include projects that include public housing financial assistance, housing and community development financial assistance for single or multiple recipients, and the Lead Hazard Control and Healthy Homes Program.

Section 3 requirements **do not** apply to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Preferences - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section 3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.

2. Section 3 Coordinator

YCH's Section 3 Coordinator serves as the central point of contact for Section 3 compliance for



YCH and its subrecipients, contractors and subcontractors supporting the program. Subrecipients, contractors, subcontractors and others are encouraged to reach out to YCH's Section 3 Coordinator with questions regarding Section 3 compliance:

Marcia Sayles

Human Resources Specialist

msayles@ych.ca.gov

Alternate Contact:

Tom Dogias

Facilities & Maintenance Manager

tdogias@ych.ca.gov

3. Employment, Training, and Contracting Goals

A. SAFE HARBOR COMPLIANCE

YCH will be considered to have complied with the Section 3 requirements and met safe harbor, if they certify that they followed the required prioritization of effort and met or exceeded the Section 3 benchmarks, absent evidence of the contrary.

Prior to the beginning of work, contractors and subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below in [section C](#). After completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

If the contractor and subcontractor does not meet the safe harbor requirements, they must provide evidence that they have made qualitative efforts to assist low and very low-income persons with employment and training opportunities.

B. SAFE HARBOR BENCHMARKS

YCH has established employment and training goals that subrecipients, contractors, and subcontractors should meet in order to comply with Section 3 requirements outlined in 24 CFR Part 75.9 - for public housing financial assistance. The safe harbor benchmark goals are as follows:

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Section 3 workers;

Section 3 Labor Hours/Total Labor Hours = 25%



And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Targeted Section 3 workers, as defined at 24 CFR Part 75.11.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

HUD establishes and updates Section 3 benchmarks for Section 3 workers and/or Targeted Section 3 workers through a document published in the Federal Register, not less frequently than once every 3 years. Given that the Section 3 benchmarks are subject to change every three years or sooner, YCH will review and update the Section 3 Plan every two years, as needed.

It is the responsibility of contractors to implement efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks were not feasible. All contractors submitting bids or proposals to YCH are required to certify that they will comply with the requirements of Section 3.

C. CERTIFICATION OF PRIORITIZATION OF EFFORT FOR EMPLOYMENT, TRAINING, AND CONTRACTING

EMPLOYMENT AND TRAINING

Under YCH's Section 3 Program, contractors and subcontractors should make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

- 1) To residents of the public housing projects for which the public housing financial assistance is expended;
- 2) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
- 3) To participants in YouthBuild programs; and
- 4) To low- and very low-income persons residing within the metropolitan area (or non metropolitan county) where assistance is expended.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

CONTRACTING

Under the YCH's Section 3 Program, contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

- 1) Section 3 business concerns that provide economic opportunities for residents of public housing projects for which the assistance is provided;
- 2) Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing assistance;
- 3) YouthBuild programs; and
- 4) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

4. Section 3 Eligibility and Certifications

Individuals and businesses that meet Section 3 criteria may seek Section 3 preference from YCH or its contractors/subcontractors for training, employment, or contracting opportunities generated by public housing financial assistance. To qualify as a Section 3 worker, Targeted Section 3 worker or a Section 3 business concern, each must self-certify that they meet the applicable criteria.

Businesses who misrepresent themselves as Section 3 business concerns and report false information to YCH may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

A. SECTION 3 WORKER AND TARGETED SECTION 3 WORKER CERTIFICATION

A Section 3 worker seeking certification shall submit self-certification documentation to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. For the purposes of Section 3 worker eligibility, YCH will use individual income rather than family/household income to determine eligibility. The income limits will be determined annually using the guidelines published at <https://www.huduser.org/portal/datasets/il.html>.

Persons seeking the **Section 3 worker preference** shall demonstrate that it meets one or more of the following criteria currently or when hired within the past five years, as documented:



- 1) A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- 2) Employed by a Section 3 business concern; or
- 3) A YouthBuild participant.

Persons seeking the **Targeted Section 3 worker preference** shall demonstrate that it meets one or more of the following criteria:

- 1) Employed by a Section 3 business concern or
- 2) Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - a) A resident of public housing; or
 - b) A resident of other public housing projects or Section 8-assisted housing; or
 - c) A YouthBuild participant.

Section 3 workers and Targeted Section 3 workers who are seeking preference in training and employment must submit the Section 3 Worker and Targeted Section 3 Worker Certification Form. The certification procedure will consist of the following:

- 1) Complete the self-certification form provided in Appendix C or located on the YCH website at www.ych.ca.gov
- 2) Submit the completed form to the YCH Section 3 Coordinator at:
 - a. Yolo County Housing Office, 147 West Main Street, Woodland, CA 95695
 - b. Via email to Marcia Sayles, msayles@ych.ca.gov
- 3) Submit the self-certification form to the YCH contractor or sub-contractor as outlined in their hiring notice or Section 3 eligibility posting.

PROJECTS INVOLVING MULTIPLE SOURCES OF FUNDING

In cases where Section 3 covered projects include multiple sources of funds, including public housing financial assistance and housing and community development assistance, YCH must follow the definition of Targeted Section 3 worker and priorities as outlined in subpart B of Part 75.

B. SECTION 3 BUSINESS CONCERN CERTIFICATION

Businesses that believe they meet the Section 3 Business requirements may self-register in the HUD Business registry, here: <http://www.hud.gov/Sec3Biz>. Businesses may seek Section 3 Business Concern preference by demonstrating that it meets one or more of the following criteria:

- 1) At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
- 2) At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
- 3) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Businesses that seek Section 3 preference shall certify, or demonstrate to YCH contractors or subcontractors, that they meet the definitions provided in the above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form, located in Appendix D.

Section 3 Business Concern Certification Forms must be submitted at the time of bid/proposal. If YCH previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid, as long as the form is submitted within the prescribed expiration date. The Section 3 Business Concern Certification Form will expire after the conclusion of the contract or 12 months whichever occurs sooner. Establishing a 12-month certification of eligibility period allows YCH the ability to assess contractor performance to ensure the business is striving to meet the required goals.

5. Assisting Contractors with Achieving Section 3 Goals

In an effort to assist contractors with meeting or exceeding the Section 3 goals, YCH will do the following:

- 1) Share Section 3 Plan with contractors and subcontractors and explain policies and procedures
- 2) Require contractors wishing to submit a bid/offer/proposal to attend pre-bid meeting
- 3) Require contractor to sign the Section 3 Plan at pre-construction conference

- 4) Review Section 3 benchmarks and prioritization of effort with contractors and subcontractors to ensure that the goals are understood. **It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to meet Section 3 benchmark goals by utilizing existing qualified workforce and by considering qualified eligible Section 3 workers and Targeted Section 3 workers (per the prioritization of effort outlined in Section #3) before any other person**, when hiring additional employees is needed to complete proposed work to be performed with public housing financing.
- 5) At the time of bid, require the contractor to present a list, of the number of total labor hours, Section 3 worker labor hours, and Targeted Section 3 worker labor hours expected to be generated from the initial contract and a list of projected number of available positions, to include job descriptions and wage rates.
- 6) Maintain a local Section 3 worker/Targeted Section 3 worker database and provide the contractor with a list of interested and qualified Section 3 workers and Targeted Section 3 workers and contact information.
- 7) Inform contractors about the HUD Section 3 Opportunity Portal <https://hudapps.hud.gov/OpportunityPortal/>
- 8) Require contractors to notify Section 3 Coordinator of their interests regarding employment of Section 3 workers prior to hiring.
- 9) Encourage local business to register on the HUD Business Registry and direct contractors to the HUD Section 3 Business Registry <https://www.hud.gov/section3businessregistry>
- 10) Leverage YCH 's communication outlets (social media, website, etc.) to effectively communicate employment and contracting opportunities that arise.
- 11) Require contractors to submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contract award.

6. Section 3 Outreach

A. OUTREACH EFFORTS FOR EMPLOYMENT AND TRAINING

In order to educate and inform workers and contractors, YCH's Section 3 Coordinator and Facilities Manager will be prepared to provide training and technical assistance on a regular basis per program guidelines. When training opportunities are available, contractors and subcontractors should, to the greatest extent feasible:

- 1) Notify the Section 3 Coordinator when training opportunities are available
- 2) Provide information/handouts about Section 3 training opportunities to potential Section 3 workers and Targeted Section 3 workers

- 3) Conduct an annual training for Section 3 workers and Section 3 businesses

Contractors and subcontractors should employ several active strategies to notify Section 3 workers and Targeted Section 3 workers of Section 3 job opportunities, including:

- 1) Clearly indicating Section 3 eligibility on all job postings with the following statement: “This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 voucher”;
- 2) Including the Section 3 Worker and Targeted Section 3 Worker Self-Certification Form in all job postings
- 3) Working with the Section 3 Coordinator to connect Section 3 worker and Targeted Section 3 workers in YCH’s database with opportunities and/or utilize the Section 3 Opportunity Portal to find qualified candidates
- 4) Establishing a current list of Section 3 eligible applicants
- 5) Contacting local community organizations and provide them with job postings for Section 3 eligible applicants; and
- 6) Coordinating a programmatic ad campaign, which results in widespread job posting across diverse ad networks including:
 - a) Advertising job opportunities via social media, including LinkedIn and Facebook;
 - b) Advertising job opportunities via flyer distributions and mass mailings and posting ad in common areas of housing developments and all public housing management offices
 - c) Contacting resident councils, resident management corporations, and neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities

B. OUTREACH EFFORTS FOR CONTRACTING

When contracting opportunities arise in connection with the public housing program, YCH will employ the following strategies to notify Section 3 Business Concerns of Section 3 contracting opportunities, including but not limited to:

- 1) Adding Section 3 language to all RFPs, procurement documents, bid offerings and contracts.
- 2) Coordinating mandatory pre-bid meetings to inform Section 3 Business Concerns of upcoming contracting opportunities. The Section 3 Coordinator will participate in these meetings to explain and answer questions related to Section 3 policy.
- 3) Advertising contracting opportunities in local community papers and notices that provide general information about the work to be contracted and where to obtain additional information.

- 4) Providing written notice of contracting opportunities to all known Section 3 Business Concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to bid invitations.
- 5) Coordinating with the prime contractor to publicize contracting opportunities for small businesses.
- 6) Coordinating with the local jurisdiction business assistance agencies and contractor associations to inform them of contracting opportunities and request their assistance in identifying Section 3 business concerns. Could include local community development organizations, business development agencies (Chamber of Commerce), and minority contracting associations.
- 7) Connecting Section 3 business concerns with resources to support business development to assist in obtaining contracting opportunities (e.g., bonding and insurance assistance, etc.). Contractors will also be encouraged to collaborate with the YCH as subcontract opportunities arise in an effort to notify eligible Section 3 business concerns about the contracting opportunities.

7. Section 3 Contracting Policy and Procedure

YCH will incorporate Section 3 in its Procurement Bids and Request for Proposals when using public housing operating and/or capital funds for projects. Preference will be given Section 3 business concerns when ranking bids and/or proposals.

All contractors/businesses seeking Section 3 preference must, before submitting bids/proposals to YCH will be required to complete certifications, as appropriate. Such certifications shall be adequately supported with appropriate documentation as referenced in the Section 3 Business Concern Certification Form.

8. Section 3 Provisions/Contract Language

YCH will include standard Section 3 language in its contracts to ensure compliance with regulations in 24 CFR Part 75. YCH will take appropriate actions upon finding that a contractor is in violation of 24 CFR Part 75 and does not knowingly contract with any contractor that has been found in violation of the Section 3 regulations. On a periodic basis the Section 3 Coordinator will audit YCH contractors for compliance with the minimum Section 3 requirements outlined in the Section 3 Plan.

In addition, contractors and subrecipients are required to include language in all Section 3 covered contracts or agreements for subcontractors to meet the requirements of 24 CFR Part 75.9 for public housing financial assistance.

For businesses, noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

9. Reporting Requirements

For Section 3 covered contracts where the contractor is a Section 3 business concern or claims the Section 3 preference, the contractors must submit the Section 3 Performance and Summary Report to YCH's Section 3 Coordinator on a monthly basis, and the annual reporting requirement set forth as follows:

- The total number of labor hours worked on the project
- The total number of labor hours worked by Section 3 workers on the project; and
- The total number of labor hours worked by Section 3 workers on the project.

A. MONTHLY REPORTING

- 1) Contractors may be required to submit monthly activity reports to YCH's Section 3 Coordinator, msayles@ych.ca.gov by the 15th calendar day of the following month.

B. ANNUAL REPORTING

- 1) Once a project is completed, contractors will be required to submit a final Section 3 cumulative report for the program year.
- 2) Upon the completion of a project, YCH's Section 3 Coordinator will conduct a final review of the project's overall performance and compliance.
- 3) YCH's Section 3 Coordinator will submit the Section 3 data to HUD in the secure reporting data system within 60 days of the end of each fiscal year.

C. REPORTING ON PROJECTS WITH MULTIPLE FUNDING SOURCES

- 1) For Section 3 projects that include public housing financial assistance and housing and community development financial assistance, YCH and HCD funded recipient will report on the project as a whole and will identify the multiple associated recipients.

10. Internal Section 3 Complaint Procedure

In an effort to resolve complaints generated due to non-compliance through an internal process, YCH encourages submittal of such complaints to its Section 3 Coordinator as follows:

- 1) Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR Part 75.

- 2) Complaints must be filed within 60 calendar days after the complainant becomes aware of the alleged violation.
- 3) An investigation will be conducted if complaint is found to be valid. YCH will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- 4) YCH will provide written documentation detailing the findings of the investigation. YCH will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than 30 days after the filing of complaint. If complainants wish to have their concerns considered outside of YCH, a complaint may be filed with:

The HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office. These offices can be found through the HUD website, www.hud.gov/.

Complainants may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about complainant rights, please contact EEOC at: www.EEOC.gov.

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: <http://www.dol.gov/ofccp/>.

11. Appendices

APPENDIX A: DEFINITIONS

The terms *HUD*, *Public housing*, and *Public Housing Agency (PHA)* are defined in 24 CFR part 5.

The following definitions also apply to 24 CFR Part 75 HUD's Economic Opportunities for Low- and Very Low-Income Persons:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 *et seq. activities related to Public Housing*

Contractor means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- (2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act, at or below 80% AMI. Note that Section 3 worker eligibility uses individual income rather than family/household income.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in 24 CFR Part 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:



(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

- (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
- (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 Coordinator is person tasked with overseeing all Section 3 responsibilities for the PHA/CD office.

Section 3 project means a project defined in 24 CFR Part 75.3(a)(2).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- (ii) The worker is employed by a Section 3 business concern.
- (iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.



Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in 24 CFR Part 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act (at or below 50% AMI).

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

APPENDIX B: MULTIPLE FUNDING SOURCES - CHART

TYPE OF FINANCIAL ASSISTANCE	DEFINITIONS *TARGETED SECTION 3 WORKER	THRESHOLDS	PRIORITIZATION	REPORTING
Public Housing and Housing and Community Development	PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75	None *Any amount of PH assistance triggers Section 3	PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75	PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75 Both - Must report on project as a whole and identify the multiple associated recipients
Multiple Sources of Housing and Community Development <i>(single or multiple recipients)</i>	Must follow subpart C of Part 75	Exceeds \$200,000 for Section 3 projects *LHCHHP exceeds \$100,000	Must follow subpart C of Part 75	Must follow subpart C of Part 75 Must report on project as a whole and identify the multiple associated recipients Must report to the applicable HUD program office, as prescribed by HUD

APPENDIX C: YCH Section 3 Worker Certification Form

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. **Your response is voluntary, confidential, and has no effect on your employment.**

Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.

Instructions: Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name: _____

1. Are you a resident of public housing or a Housing Choice Voucher Holder (Section 8)? YES NO
2. Are you a resident of the [City/County of insert name] YES NO
3. In the field below, select the amount of individual income you believe you earn on an annual basis. *The grantee should confirm that their state and local laws do not prohibit this question.

Less than \$10,000	\$30,001 - \$40,000	More than \$60,000
\$10,001 - \$20,000	\$40,001 - \$50,000	
\$20,001 - \$30,000	\$50,001 - \$60,000	

Select from **ONE** of the following two options below:

I qualify as a:

Section 3 Worker as defined on this Section 3 Worker Certification Form

Targeted Section 3 Worker as defined on this Section 3 Worker Certification Form)

Employee Affirmation



I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: _____

Print Name: _____ Date Hired: _____

Signature: _____ Date: _____

FOR ADMINISTRATIVE USE ONLY

Is the employee a Section 3 worker based upon their self-certification? ☐ YES ☐ NO

Is the employee a Targeted Section 3 worker based upon their self-certification? ☐ YES ☐ NO

Was this an applicant who was hired as a result of the Section 3 project? ☐ YES ☐ NO

If Yes, what is the name of the company? _____

What was the date of hire? _____

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

Yolo County Housing Section 3 Income Limits

Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

Individual Income Limits for the County of Yolo FY 2022

Income Limits Category	FY 2022 Income Limits
Extremely Low Income Limits (30%)	\$20,850
Very Low Income Limits (50%)	\$34,700
Low Income Limits (80%)	\$55,550

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - A resident of public housing; or
 - A resident of other public housing projects or Section 8-assisted housing; or
 - A YouthBuild participant

APPENDIX D: YCH Section 3 Business Concern Certification Form

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

Corporation

Partnership

Sole Proprietorship

Joint Venture

Select from **ONE** of the following three options below that applies:

At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines provided).

At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition provided).

Business Concern Affirmation



I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to [insert name of recipient/grantee] may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification?

☐ **YES** ☐ **NO**

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

Yolo County Housing



Section 3 Income Limits

Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

Individual Income Limits for the County of Yolo FY 2022

Income Limits Category	FY 2022 Income Limits
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Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - A resident of public housing; or
 - A resident of other public housing projects or Section 8-assisted housing; or
 - A YouthBuild participant.

Section 3 of the Housing and Urban Development Act of 1968

Section 3 of the Housing and Urban Development Act of 1968	
Old Rule - 24 CFR Part 135	New Rule - 24 CFR Part 75
Focusing on sustained employment of low- and very low-income populations	
A new hire for a temporary, one-month job and a new hire for a permanent, year-round job counted the same, instead of placing more value on long-term employment.	Recognizes the greater value of the permanent job by focusing on labor hours instead of new hires, creating an incentive for employers to invest in and retain their newly hired low-income workers.
Crediting successful sustained employment in reporting benchmarks	
Former benchmarks: <ul style="list-style-type: none">• 30% of persons hired by Section 3 funding must be Section 3 residents• 10% of total funds for construction contracts awarded to Section 3 businesses• 3% of total funds for non-construction contracts awarded to Section 3 businesses• No updates to these benchmarks	Final rule benchmark notice: <ul style="list-style-type: none">• 25% of all labor hours must be performed by a Section 3 worker• 5% of all labor hours must be performed by Targeted Section 3 workers• Benchmark notice should be updated by the Secretary every three years
Allowing varied outcomes for different geographies and activities	
Section 3 residents are: <ul style="list-style-type: none">• Public housing residents• Low- and very low-income persons who live in the metropolitan area or non-metropolitan county where a HUD assisted project for housing or community development is located	Section 3 workers are: <ul style="list-style-type: none">• Workers whose incomes for the previous or annualized calendar year are below the income limit established by HUD• Employed by a Section 3 business concern• YouthBuild participants
Under the old rule, there is no distinction or prioritization of hiring Targeted Section 3 workers.	New rule emphasizes the priority hiring of Targeted Section 3 workers living in public or Section 8-assisted housing or within a 1 mile radius of the project site.
Section 3 business concerns are: <ul style="list-style-type: none">• At least 51% owned by Section 3 residents• At least 30% of employees are currently Section 3 residents, or were within first three years of employment• Businesses that subcontract more than 25% of all subcontracts to a Section 3 business concern	Section 3 business concerns are: <ul style="list-style-type: none">• At least 51% owned and controlled by low- or very low-income persons• Businesses where Section 3 workers perform over 75% of the labor hours over a three-month period• At least 51% owned and controlled by current public housing or Section 8-assisted housing residents
Integrating Section 3 into the program offices	
Enforcement and compliance was performed by the Office of Fair Housing and Equal Opportunity.	Enforcement and compliance will be integrated into regular program office work.
Reducing reporting requirements for grantees who are meeting benchmarks	

Information

Subject:

Update to the Admission and Continued Occupancy Policies (ACOP). (Tasha Aje'Scott, Housing Programs Manager)

From:

Tasha Aje'Scott

Recommended Action

Authorize staff to update policy on repayment agreements for delinquent rent.

Reason for Recommended Action/Background

In order to ensure that YCH has policies that aid in COVID-19 relief, YCH is requesting authorization to update our Admission and Continued Occupancy Policies (ACOP) to reflect the option of repayment agreements for delinquent rent during the COVID Pandemic.

Yolo County Housing Authority (YCH) last updated the ACOP on December 16, 2020. The ACOP are the occupancy policies for our public housing residents which includes 431 units. During the time of the update there were no policy updates for delinquent rent due to COVID-19. Since the pandemic, there have been several relief funds allocated to assist the general public in rental assistance, however, all residents did not qualify and some residents have an outstanding rental balance. This mean that families are in jeopardy of losing their homes for large outstanding balances of delinquent rent. Currently, the YCH ACOP states "Repayment agreements will not be entered into for delinquent rent".

Staff recommends that the Housing Commission authorize staff to update the ACOP to remove the language that denies repayment agreements for delinquent rent. This change in the policy will allow staff the ability to provide residents an alternative of a repayment agreement vs. eviction. The current outstanding balance of unpaid rent as of 6/30/2022 is as follows:

AMP 1: \$54,516.78

AMP 2: \$31 048.04

AMP 3: \$28,354.17

Total outstanding balance is \$113,918.99. We anticipate receiving \$26,860 from rental assistance programs, spread across all AMPS. By offering repayment agreements we then anticipate recapturing 60% of the remaining outstanding rent due over the course of the repayment agreement period.

Fiscal Impact

Cost of Recommended Action: N/A

Amount Budgeted: N/A

Additional Expenditure Authority needed?: N/A

Comments: This item will increase the receipt of unpaid rents.

Attachments

No file(s) attached.

Form Review

Form Started By: Mindi Nunes
Final Approval Date: 07/21/2022

Started On: 07/21/2022 09:26 AM