



SSFHA
South San Francisco
Housing Authority

350 C Street South San Francisco CA

Office: 650-583-7631

AGENDA
Regular Meeting
Monday February 12, 2024 at 6:00pm

Pledge of Allegiance

- I. Roll Call and Declaration of Quorum
- II. Public Comment (Comments are limited to 3 minutes)
- III. Previous Minutes: Regular Meeting January 8, 2024
- IV. Old Business:
 - A. Update on the following:
 1. Procurement Policy - Chair A. Sharma & Executive Director L. Taylor
- V. New Business:
 - A. Approval of South San Francisco Housing Authority Revised Personnel Policy Presented by Executive Director L. Taylor & Mark Wilson, Legal Counsel, Burke, Williams & Sorensen, LLP
 - B. Establishment of Committee for Executive Director performance review
- VI. Closed Session:
 - A. Conference with Legal Counsel –Anticipated Litigation:
Significant exposure to litigation pursuant to Government Code § 54956.9(d)(2)(4) three (3) cases
The attorney client and/or work product privilege is claimed for this communication as authorized by law.
- VII. Executive Director Report
*Fence Project
- VIII. Approval of Disbursements: Management Vouchers #2260 to #2285 & ACH Payments from 01-04-2024 to 01-30-2024.
- IX. Comments from Commissioners
- X. Adjournment

Next Regular Meeting Monday March 11, 2024



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Public Participation Notice

The South San Francisco Housing Authority Board of Commissioners, welcomes all members of the public to attend the monthly board meetings in person or remotely. The public can also submit written comments to be presented at any regular or special meeting.

To attend in person: 2nd Monday of every month @ 6:00pm

Next Meeting: Monday February 12, 2024

@6:00pm

South San Francisco Police Station

1st Floor Conference Room

1 Chestnut Ave. South San Francisco, CA 94080

To attend remotely public access:

SSF Housing Authority is inviting you to a scheduled Zoom Meeting

Join Zoom Meeting

<https://us02web.zoom.us/j/88677066620?pwd=QUZ2bURjSUptTExtQ1UrZTNXVlpydz09>

Meeting ID: 886 7706 6620

Passcode: 837798

How to Submit Written Public Comment:

Members of the public not wishing to participate remotely or in person are encouraged to submit public comments in writing in advance of the meeting by 12:00 p.m. on Monday February 12, 2024. Public comments provided in advance should identify the Agenda Item Number in the SUBJECT Line of the email. The comments will be read into the record, with a maximum allowance of 3 minutes per individual comment, subject to the Chairperson's discretion.

All emailed comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time. If a comment is received after the agenda item is heard but before the close of the meeting, the comment will still be included as a part of the record of the meeting and read into the record. Comments that are not in compliance with the Housing Authority's rules of decorum may be summarized for the record rather than read verbatim. We value your input and participation, if you cannot attend by zoom, please send us your 3-minute comments as follows: Email: sosfha@sbcglobal.net

**MINUTES OF THE REGULAR MEETING OF
THE HOUSING AUTHORITY OF THE CITY OF SOUTH SAN FRANCISCO
HELD ON: January 8, 2024
DRAFT**

The meeting was called to order at 6:06pm by Chair A. Sharma followed by the pledge of allegiance. Present were as follows and a quorum was declared:

PRESENT:

Commissioners A. Sharma, L. Mercado, M. Rashid, J. Rivas and T. Powell
Commissioner D. Vong-Spillan arrived @6:08pm

ABSENT:

None

PUBLIC COMMENT:

None

PREVIOUS MINUTES:

Previous minutes were reviewed and motion to approve the minutes of December 11, 2023 was made by Commissioner T. Powell and seconded by Commissioner L. Mercado. Motion passed unanimously by all Commissioners present.

NEW BUSINESS:

A. Report back from the following Committees:

1. Procurement Policy Committee

Reported policy is outdated, will be meeting with legal counsel, the Chair and the Executive Director to review further as there are many updates needed

2. Personnel Policy Committee

Reported will be meeting 2nd week in January to go over policy

B. Robert's Rules of Order Summary

Presented by Commissioner D. Vong-Spillan

Went over resolutions and how to conduct a meeting

OLD BUSINESS:

A. HOTMA is not mandatory.

The Executive Director will attend, and it is open for Commissioners who are interested in attending. Various dates were given.

CLOSED SESSION:

A. Conference with Legal Counsel –Anticipated Litigation: Significant exposure to litigation pursuant to Government Code § 54956.9(d)(2)(4) three (3) cases. **The attorney client and/or work product privilege is claimed for this communication as authorized by law.** Board went into closed session at 6:28pm and came out of closed session at 6:50pm. No report out of closed session.

EXECUTIVE DIRECTOR REPORT:

- A. Camera Bid Status
The consultant is putting together the camera bids, hope to have it by February.
- B. Fence Bids
Getting bids for that as well/possibly mid to end of February
- C. Tenant Self Sufficiency Program
Tenants who are unemployed are being referred to the city program that assists with writing resumes, job interviews and job replacement.
- D. Status of HAARP Insurance Claim
Hearing – Roof deck damage unit 375-2. We lost our appeal due to HAARP claiming defect in design.
- E. Vendor contract Agreement Template
Handed copies to the Commissioners for review. Legal counsel will be working on an emergency services agreement.

APPROVAL OF DISBURSEMENTS:

Motion was made by Commissioner T. Powell and seconded by Commissioner D. Vong-Spillan to approve Management Vouchers #2227 to #2259 in the amount of \$46,101.03 and ACH payments for the period of 12-04-24 to 12-31-23 in the amount of \$66,367.42 for a grand total of \$112,468.45. Motion passed unanimously by Commissioners present with corrections stated.

COMMENTS FROM COMMISSIONERS:

Commissioner Sharma thanked all Commissioners for their participation.

Meeting adjourned at 7:13pm

Seal

Chairperson

Attest

Secretary

Effective Date: 10/11/1983

Updated: 04/08/2019

1-08-2024

PERSONNEL POLICY OF THE
HOUSING AUTHORITY OF THE CITY OF SOUTH SAN FRANCISCO

Introduction. ~~These Personnel Rules ("Rules") establish the personnel system for the -This document contains the employment policies and practices of the -~~ Housing Authority of the ~~City Authority~~ City of South San Francisco ("Authority") ~~and establish employment policies and procedures for the administration of the Authority's personnel system. in effect at the time of update.~~ The Authority expects each employee to read these Personnel Rules carefully, as they are a valuable reference for understanding your job. These Personnel Rules are applicable to all employees, including part time. However, they are not applicable to the Authority Executive Director or Board Members.

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All previously issued and inconsistent policy statements or memoranda are superseded. The Authority reserves the right to revise, modify, delete, or add to any and all policies, procedure, work rules, or benefits stated here, except for the policy of at-will employment. Any written changes will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this document.

1. BASIC PRINCIPLES

a. Merit System. The Authority is an equal opportunity employer and employment of personnel and all actions affecting employees shall be based solely on merit, ability and justice.

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b. Non-discrimination/No Harassment or Retaliation. ~~The Authority will not tolerate any type of discrimination or harassment against applicants for employment, employees, or independent contractors on the basis of race, color, religion, sex, gender fender identity of expression, pregnancy, marital status, age, national original, ancestry, physical or mental disability, medical conditions, sexual orientation, military or veteran status, or any other category protested -protected by state or federal law ("a protected category"). The full policy statement is set forth in Exhibit "A", attached. Mark, Please add any language around pronouns or transgender or gender neutral~~

~~The Authority will provide reasonable accommodations to individuals with disabilities who apply for employment or employees who are otherwise qualifies qualified to perform the functions of their job. Also, the Authority will, upon the employee's request, and on the advice of his/her healthcare provider, grant requests for reasonable accommodation (including, without limitation requests for transfer to less strenuous positions) for pregnancy, childbirth or related medical conditions, and the Authority complies will with all applicable laws pertaining to lactation. Mark, Please update with any ADA current laws or Family Law Provisions we are not aware of so we are in compliance.~~

e-b. Politics. All members, officers and employees of the Authority whose employment **employment as** such constitutes their principal employment, are subject to the provisions of the Hatch Act.

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d.c. Nepotism. The employment of more than one member of the same immediate family shall be avoided insofar as possible.

d. Authority of Effect Personnel Actions. The Board of Commissioners of the Authority shall employ the Executive Director. ~~The Authority to The Executive Director has the authority to create positions, eliminate positions,~~ appoint, promote, transfer, demote, suspend and separate all other personnel. ~~shall be vested in the Executive Director.~~

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~~c. The Board of Commissioners of the Authority shall employ the Executive Director. All state & federal labor laws will be applicable and supercedesupersede. In regards to all terms of benefits, compensation and conditions of employment it will be noted in great detail under the employment contract between the Authority Board of Commissioners and the Executive Director.~~

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f. Administration. The Executive Director shall have the primary responsibility of enforcement of the provisions and purposes of this policy and related personnel policies established by the Board **and all state and federal laws.**

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g. Amendment.—Amendment of the provisions of the personnel policies shall be by Resolution of the Board.

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h.g. At Will. All employment is "at will", meaning that either the employee or the Authority may terminate the employment relationship at any time with or without cause and with no or without prior notice. The Authority reserves its right to terminate any employment relationship without resort to any prior warning.

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HARASSMENT, DISCRIMINATION, AND RETALIATION

a. Purpose

It is the Authority's intent and the purpose of this Policy to provide all employees, applicants, and contractors with an environment that is free from any form of harassment, discrimination, or retaliation as defined in this Policy.

It is also the policy of the Authority to provide a procedure for investigating alleged harassment, discrimination, and retaliation in violation of this Policy.

The protection from discrimination includes the protection from retaliation on any of the protected classifications identified in Rule (2) de. Section A, or the law against an employee for having taken action as a complainant, or for assisting a complainant in taking action, or for acting as a witness or advocate on behalf of an employee in a legal or other proceeding to obtain a remedy from a breach of this policy.

b. Policy

The Authority will not tolerate any conduct that violates this Policy. Conduct need not rise to the level of a violation of law in order to violate this Policy. Instead, a single act can violate this Policy and provide grounds for discipline or other appropriate sanctions. If you are in doubt as to whether or not any particular conduct may violate this Policy, do not engage in the conduct, and seek guidance from a supervisor.

c. Policy Coverage

This Policy prohibits Authority officials, officers, and employees, including at-will and represented employees, and contractors from harassing or discriminating against applicants, officers, officials, employees, and contractors because: (1) of an individual's protected classification, (2) of the perception that an individual is a member of a protected classification, or (3) the individual associates with a person who is or is perceived to be a member of a protected classification.

d. Definitions

a. Protected Classifications

This Policy prohibits harassment or discrimination because of an individual's protected classification(s), perceived or actual. "Protected Classification" includes race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, whether perceived or actual, perception that the person has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics.

- "Medical condition" means either of the following: (a) any health impairment related to or associated with a diagnosis of cancer or a record or history of cancer, or (b) genetic characteristics.
- "Religion" includes all aspects of religious belief, observance, and practice.
- "Sex" includes, but is not limited to pregnancy or medical conditions related to pregnancy, childbirth or medical conditions related to childbirth, breastfeeding or medical conditions related to breastfeeding.

"Sex" also includes, but is not limited to a person's gender. "Gender" means sex, and includes a person's gender identity and gender expression. "Gender expression" means a person's gender-related appearance and behavior, whether or not stereotypically associated with the person's assigned sex at birth.

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- “Sexual orientation” means heterosexuality, homosexuality, and bisexuality, or any other sexual preference.
- “Harassment because of sex” includes sexual harassment, gender harassment, and harassment based on pregnancy, childbirth, or related medical conditions. Sexually harassing conduct need not be motivated by sexual desire and may include inappropriate language.

b. Discrimination

This Policy prohibits treating individuals differently because of the individual’s protected classification as defined by this Policy.

c. Harassment

Harassment means unsolicited words or conduct which tends to annoy, alarm, or abuse another person. Harassment includes, but is not limited to the following examples of behavior undertaken because of an individual’s protected classification:

- Verbal harassment*, such as epithets (nicknames and slang terms), derogatory or suggestive comments, jokes or slurs, including graphic verbal commentaries about an individual’s body, or that identify a person on the basis of his or her protected classification. Verbal harassment includes comments on appearance and stories that tend to disparage those with a protected classification.
- Visual forms of harassment*, such as derogatory posters, notices, bulletins, cartoons, drawings, sexually suggestive objects, or emails, on the basis of a protected classification.
- Physical harassment*, such as assault, touching, impeding or blocking movement, grabbing, patting, propositioning, leering, making express or implied job-related threats in return for submission to physical acts, mimicking, taunting, or any physical interference with normal work or movement.
- Sexual harassment*, such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature or any of the above-described conduct when:
 - Submission to such conduct is either an expressed or implied term or condition of an individual’s employment, or
 - Submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual, or
 - Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating a hostile, intimidating, or offensive work environment.

d. Retaliation

Retaliation against a person (and a person’s associates) who reports or provides

information about harassment or discrimination is strictly prohibited. Any act of reprisal violates this Policy and will result in appropriate disciplinary action. Examples of actions that might be retaliation against a complainant, witness, or other participant in the complaint process include: (1) singling a person out for harsher treatment; (2) lowering a performance evaluation; (3) failing to hire, failing to promote, withholding pay increases, assigning more onerous work, abolishing a position, demotion, or discharge; (4) spreading rumors about a complaint or a complainant; (5) shunning and avoiding an individual who reports harassment or discrimination; or (6) real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination.

Any act of retaliation will be treated as a separate and distinct incident, regardless of the outcome of the harassment complaint.

B. REPORTING HARASSMENT, DISCRIMINATION, OR RETALIATION

An applicant, employee, officer, official, or contractor who feels they been harassed, discriminated against or retaliated against in violation of this Policy should report the conduct immediately as outlined below so that the complaint can be resolved quickly and fairly.

All employees involved in the complaint process may be represented by a person of their choosing and at their own expense.

1. Object to the Conduct

Sometimes an individual is unaware that their conduct is offensive. In these situations the offensive behavior may be eliminated by simply informing the offender that the conduct or language in question is unwelcome and offensive and request that it be discontinued immediately.

A person who believes they are being harassed is encouraged, but is not required to use this process. When the conduct in question continues after the offending person has been informed it is offensive, or if a person does not feel comfortable talking to the offending person directly, the employee should make a report in accordance with paragraph 2 below or go directly to the formal reporting process described in paragraph 3 below.

2. Oral Report

If a person who believes that this Policy has been violated does not want to confront the offending person, the person should report the conduct to the Executive Director. The Executive Director will determine what level of investigation and response is necessary. If the Director is involved in the complaint, the complaint at the oral or written level may be submitted to the Board Chair.

3. Written Process

An individual who believes this Policy has been violated and does not feel comfortable using the process outlined above may provide a written complaint to a supervisor or any management employee who in turn must direct the complaint to Director.

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4. Option to Report to Outside Administrative Agencies

Applicants, employees, officers, officials, and contractors have the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Civil Rights. These governmental agencies investigate and prosecute complaints of unlawful discrimination, harassment, or retaliation in employment. Employees who believe that they have been unlawfully harassed, discriminated or retaliated against may file a complaint with either of these agencies. The EEOC and the Department of Civil Rights serve as neutral fact finders and attempt to help the parties voluntarily resolve disputes. The nearest offices are listed on the specific agency's website, as well as on posters located on Authority bulletin boards.

C. AUTHORITY RESPONSE TO COMPLAINT OF HARASSMENT, DISCRIMINATION, OR RETALIATION

1. Investigation

Upon receipt of a complaint of alleged harassment, discrimination, or retaliation, the Executive Director will be responsible for coordinating a thorough investigation (unless the Executive Director is named in the complaint). The type of investigation undertaken and the party chosen to conduct the investigation will depend on the nature of the complaint made and shall be determined by the Authority Attorney and the Director. The Director will coordinate the investigation process and report the status of investigations to the Authority Board as appropriate.

If the Director is the subject of the complaint, the Board Chair shall be responsible for coordinating the investigation.

The Director may take interim action to diffuse volatile circumstances, such as placing the alleged perpetrator on paid administrative leave or temporarily transferring the alleged perpetrator. No interim action should be taken to change the complaining individual's working conditions unless the complaining individual voluntarily consents to the temporary change.

The Authority and or any investigator will review the complaint allegations in an objective manner and to the extent that the Authority deems necessary. The investigation will normally include interviews with the reporting individual, the accused, and any other person who is believed to have relevant knowledge concerning the allegations. The investigator will remind all witnesses to maintain appropriate confidentiality of the content of the interview and that retaliation against those who report alleged harassment or who participate in the investigation is prohibited.

At the conclusion of the investigation, if it is determined that the alleged conduct did not occur or that it did not violate this Policy, the director will notify the complainant and the alleged perpetrator, if appropriate, of the general conclusion(s) of the investigation and whether any further action is warranted.

2. Remedial and Disciplinary Action

If the investigation determines that the alleged conduct occurred and that the conduct violated this Policy, the Authority will notify the complainant and perpetrator of the general conclusion(s) of the investigation and take effective remedial action that is designed to end the violation(s). Any employee determined to have violated this Policy will be subject to disciplinary action, up to and including termination. Disciplinary action may also be taken.

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against any supervisor, manager, or department head who condones or ignores potential violations of this Policy, or who otherwise fails to take appropriate action to enforce this Policy. Any official or contractor found to have violated this Policy will be subject to appropriate sanctions.

3. Closure

At the conclusion of the investigation, the Authority shall notify the complainant in general terms of the outcome of the investigation.

4. Confidentiality

Every possible effort will be made to assure the confidentiality of complaints made under this Policy. Complete confidentiality cannot occur, however, in part due to the need to fully investigate potential Policy violations and take effective remedial action. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by the Director or the Authority Attorney, or except as otherwise required or allowed by law. This disclosure prohibition does not apply to an individual's discussion with the individual's exclusive representative or other representative in the investigation. The Authority will not disclose a completed investigation report except as it deems necessary to take remedial action, to support a disciplinary action, to defend itself in adversarial proceedings, and/or to comply with the law or a court order.

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5. Protection Against Retaliation

Applicable law also prohibits retaliation against any employee by another employee or by the Authority, for reporting, filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency. Any report of retaliatory conduct will be objectively, timely, and thoroughly investigated in accordance with the Authority's investigation procedure outlined above. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken. Any person or contractor who is found to have violated the protection against retaliation will be subject to appropriate sanctions.

NOTHING IN THIS SECTION ALTERS THE AT-WILL STATUS OF EMPLOYMENT.

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2. ORGANIZATION

- a. Permanent Salaried Positions & Part-Time Hourly Positions will be updated and provided in the form of an Organizational Personnel Chart to the Board of Commissioners at the yearly Budget Meeting in March. Areas of responsibility and authority are organized within the following permanent salaried positions which comprises the permanent organization plan of the Authority:

~~ADMINISTRATION~~

Executive Director

~~Office Assistant~~

~~Administrative Assistant~~

~~MANINTENANCE~~

~~Senior Maintenance Worker~~

↓

~~Maintenance Worker II~~

~~Maintenance Worker~~

b. ~~Position Titles & Position Descriptions.~~ The descriptive titles set forth in subparagraph (a) shall also serve as the titles of the incumbents of such positions and future positions to be filled as needed. ~~Shall be updated as needed and kept in the Housing Authority Personnel Binder available for review.~~

c. Position Descriptions. A statement of duties, responsibilities and entrance qualification standards of each permanent salaried position shall be set forth in writing. Every employee shall be given a copy of his/her job description during the onboarding process.

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d. Temporary and/or Part-Time Positions. The Executive Director may employ casual labor from time to time on a temporary and/or permanent part-time basis within budgetary limits. Casual labor shall be paid on an hourly rate basis not to exceed 20 hours per week except for emergency purposes. Temporary and/or part-time employees shall not be provided with any benefits other than those which may be required by State and Federal law.

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3. COMPENSATION

a. Appropriate compensation rates and salary ranges shall be determined on the basis of pertinent local public practice. Public practice shall consist primarily of the related regulation of the ~~City Authority of South San Francisco~~ HUD & Local Comparable Public Housing Authorities to be determined by the Executive Director through a salary survey.

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b. For maintenance personal, appropriate compensation rates shall meet or exceed prevailing rates in the locality pursuant to HUD assistance contracts.

c. Employees whose services and performance warrant it, shall be eligible to receive periodic increase within their salary range as authorized by the Executive Director subject to budget limitations.

d. A. compensation plan showing the salary range for each position shall be

established and kept current by the Executive Director. This plan will include evidence of comparability with the City Authority of South San Francisco HUD & Local Comparable Public Housing Authorities and as required by HUD regulations.

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- e. A significant change in an employee's position resulting from promotion, increased responsibilities, or transfer shall normally be accompanied by a new position description, title and salary range. An appropriate salary increase may be authorized by the Executive Director within budget limitations if the new salary range is substantially higher than the old.

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4. SELECTION OF APPLICANTS

Persons desiring employment shall file written applications setting forth their qualifications, experience, references and other information as may be required. No inquiry shall be made about an applicant's criminal record or conviction history until after a conditional employment offer is made, and such inquiry if then allowed by law shall be subject to requirements of applicable law as to notice and disclosures. No reliance shall be made on an applicant's salary history as a factor in determining whether to offer employment and, if so, the salary to offer, to an applicant.

5. PROBATIONARY PERIOD

- a. Objective of Probationary Period. The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing and evaluating the employee's work and for securing the most effective adjustment for the employee to the position. No benefits, except those required by law, will be available to the employee during the Probationary Period. Upon successful completion of the Probationary Period, benefits will be available, but such completion does not change the "at-will" nature of employment by the Authority or imply continued employment.

- b. Duration. All original and promotional appointees shall serve a probationary period of 6 (six) months of actual service and may be extended by the Executive Director mutual agreement not to exceed an additional 6 (six) months. The completion of the probationary period does not alter the "at-will" status of any employment.

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- c. Rejection of Probationer following Original Appointment. During the probationary period, an employee may be rejected at any time by the Executive Director without

cause and without the right to appeal. Notification of rejection shall be served in writing on the probationer with a copy maintained in the Personnel file.

6. CHANGE OF STATUS OF EMPLOYMENT

- a. Promotions. Vacated or newly established positions shall be filled to the fullest extent consistent with efficient operations by the promotion of qualified employees.
- b. Demotions. An employee shall be subject to demotion the following conditions:
 - (1) If ~~he/she~~they has been found unsuited for his/her present position but may be expected to give satisfactory service in a lower paying position.
 - (2) If his/her position has been either abolished or reallocated to a lower paying class and ~~he/she~~they cannot be transferred to a position of equal pay. It shall be clearly indicated on all papers that the transaction in no way reflects on the employee's performance or ability.
- c. Transfers.
 - (1) Employees shall be transferred within the organization as far as practicable to positions where their highest skills will be best utilized.
 - (2) When transfers of personnel are necessitated by organizational changes, every effort shall be made to place the affected employees in positions which will permit them to retain their salaries.
 - (3) In making transfers within the organization, due consideration shall be given to the desires of the employees involved.
- d. Suspensions. An employee may be suspended from duty without pay for a period not to exceed fifteen (15) working days:
 - (1) for disciplinary reasons, or
 - (2) pending investigation of charges when the presence of the employee at work constitutes a hazard either to the local agency or to him or herself.
If investigation does not bear out the charges, and the employee is retained, ~~he/she~~they shall be paid for the period of suspension.

7. SEPARATIONS

- a. Resignations. An employee who desires to terminate his/her employment shall submit a written resignation at least two weeks in advance, if possible, setting forth his/her reason for resigning.
- b. Dismissals. An employee who gives unsatisfactory service or who is guilty of substantial violation of regulations may be subject to dismissal without notice, although two-weeks notice may be given subject to the discretion of the Executive Director. In such cases the employee, if ~~he/she~~they desire shall be given a hearing before the Executive Director, and, -if necessary to resolve the case, before the Board of Commissioners under the grievance process.
- c. Reduction in Force.
 - (1) If it is necessary to reduce personnel, the selection of employees to be retained shall be based primarily on their relative efficiency and the necessity of the job entailed. Other things being equal, length of service shall be given consideration.

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(2) ~~At least two weeks'~~ 30 days notice prior to dismissal shall be given all ~~part-time temporary employees and 60 days notice to all full time permanent~~ # employees ~~except for persons employed for a specific period.~~

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e. At-Will Employment. Notwithstanding anything to the contrary in this section or other sections of this policy, employment by the Authority is at-will and may be terminated with or without cause and with or without notice at any time by the employee or the Authority. Nothing in this policy shall limit the right to terminate at-will employment. All employment is continued on an at-will basis regardless of the employee's position, status, compensation, or length of employment. No section of this policy is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship within the meaning of California Labor Code Section 2922.

8. DISCIPLINARY ACTION

- a. The Housing Authority shall take disciplinary action against a permanent employee for misconduct including, but not limited to: chronic absenteeism; incompetence; insubordination; failure to follow work rules; misstatement of facts on an application or other personnel documents; falsification of records; unfitness for duty; and absence without authorized leave.
- b. Disciplinary action may take the form of a suspension, demotion or discharge.
- c. The Housing Authority shall provide the affected employee with written notice prior to taking disciplinary action, except where circumstance dictate the Housing Authority taking immediate to remove the employee from the work place. In such cases, written notice, as set forth below, shall be provided the employee written two (2) working days from the date of the action.
- d. In all cases, written notice of disciplinary action shall be served on the employee personally or be Certified Registered Mail, with a copy of the notice to be placed in the employee's personnel file.
- f. The written notice shall contain the following information:
 - The type of disciplinary action.
 - The effective date of the action.
 - The reason or cause for the action.
 - That the employee may inspect copies of all materials upon which the action is based.
 - That the employee has the right to respond, either orally or in writing, to the authority initially imposing the discipline.

9. WORKING HOURS

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- a. ~~Regular Work Week.~~ The regular day shall consist of 8 hours for full time ~~maintenance~~

personnel and 7 hours for full time admin staff personnel. From Monday through Friday, the workday for full time staff personnel shall begin at 9:00 a.m. and end at 4:00 p.m.; and for the maintenance personnel, the workday shall be as necessary to provide adequate coverage of maintenance operations. The set workday for full time Maintenance Personnel will be Monday through Friday, from 8:00am and end at 4:30pm or 8:30am to 5:00pm.

b. ~~Rest/Meal Breaks.~~ Employee shall be entitled to, and must take rest and meal breaks as required by California state law.

c. ~~Overtime.~~ Overtime work shall be avoided as far as possible. All overtime must be approved by the Executive Director or Supervisor. Overtime but may be required by the Executive Director in the interest of efficient operation, in which cases the employee shall, if entitled to overtime pay and his/her option, be granted either compensatory time off or shall be paid at the rate of 1 1/2 times the normal rate of pay (or 2 times the regular rate if applicable.) If compensatory times is selected, the employee shall be permitted to use such time off within a reasonable period after making the request and if such use does not unduly disrupt operations, subject to applicable law. The Executive Director shall not be compensated for overtime work. Maintenance personnel shall be paid for overtime work in accordance with provisions of the HUD assistance contracts.

~~10.9.~~ ABSENCE FROM WORK

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The following regulations, consistent with pertinent local public practice, are established:

a. The following holidays with pay shall be observed:

- New Year's Day
- Martin Luther King Day
- President's Day
- **Cesar Chavez Holiday**
- Memorial Day
- **Juneteenth**
- Independence Day
- Labor Day
- ~~Columbus~~ **Indigenous People** Day Observance
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve ~~Day~~
- Christmas Day
- New Year's Eve ~~Day~~

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b. **Annual Vacation Leave.**

~~(1) Annual Leave~~ Vacation Time will be accrued per payroll based on years of service for all permanent full-time employees. For all New

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~~(1) Probationary Employees, Vacation Time of 1 week (40hrs) will be available and can be taken only after successfully passing their 6 months probationary period; shall not be taken by employees before the first full year of employment.~~

(2) Employees shall be encouraged to take their accrued annual leave each year.

~~(3) As of the anniversary date of an employee's first year of employment, he/she is entitled to two weeks of annual leave. As of the second anniversary date, and each anniversary date thereafter, an employee is entitled to two weeks annual leave.~~ In the event an employee does not, or cannot, due to operating needs, take a full amount of vacation to which ~~he/she is~~ they are entitled in a calendar year, an employee may accumulate, but shall not exceed, two hundred eighty (280) earned and unused hours.

No further accumulation is allowed until the vacations hours balance has dropped below two hundred eighty (280) hours.

(4) ~~Beginning of the~~ After five ~~Fifth~~ year Anniversary years of service, an employee is entitled to annual Vacation leave as follows:

Length of Service	Annual Accrual
6th-5 through 10th year, inclusive	15 days
11th-10th through 14th-15th years, inclusive	20 days
15th-16th through 24th-24th years, inclusive	25 days
25th and succeeding years	30 days

~~(5) If a new employee does not pass probation, he or she they will not be entitled to vacation pay or use.~~ If an employee terminates employment after his/her anniversary date and before using his/her annual leave, ~~he/she they~~ shall be paid in a lump sum for any accrued annual leave, at his/her current rate of pay. This lump sum shall be calculated by multiplying one day's pay date.

(6) Employees will have the option to "buy out" and receive compensation for no more than a maximum of two weeks of accrued unused vacation hours (80) hours to be paid ~~during any pay period but only once per fiscal year~~. ~~The employee will need to make his/her request in writing by filling out the Buyout Vacation Request Slip and have it approved by the Executive Director/Payroll Mgt.~~

~~the last month prior to the employees anniversary date.~~

(7) In addition, the Authority may observe any other day of national mourning or celebration, provided that it has been proclaimed by the President of the United States. Any such holiday shall be granted only to those employees who are regularly scheduled to work on the day in which it has been proclaimed such a holiday.

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c. Sick Leave.

Employees will be provided with 96 hours of paid sick leave on their date of hire, and then will be provided with 96 hours of paid sick leave on January 1st in subsequent years. ~~Employees may not begin using paid sick leave until after 90 days.~~

- (1) Sick leave, when used, will be paid at the employee's then current base rate of pay.
- (2) The employee will receive an itemized written statement each day period showing the amount of sick leave ~~he/she has~~they have available.
- (3) Unused time under this policy is not paid out at the time of separation from employment. However, employees who are re-employed with the Authority within a year of separation will have their accrued unused bank of time off under this policy made available to them.
- (4) Sick leave may be used for an existing health condition or preventive care for the employee or a "family member" which includes the employee's child (biological, adopted, or foster child, stepchild, legal ward, or child to whom the employee stands in loco parentis ["in place of a parent"], regardless of age); biological, adoptive or foster parent, stepparent, legal guardian, or person who stood in loco parentis when the employee was a child; spouse or registered domestic partner; grandparent; grandchild; or sibling. Employees who are victims of domestic violence, sexual assault, or stalking may also use accrued paid sick leave for certain other absences.
- (5) Each full-time regular employee may accrue sick leave up to a maximum accrual of 1200 hours. Once that maximum amount is reached, no further hours will be awarded until January 1st of the year following the date on which the total dropped below 1200 hours.
- (6) In no event shall an employee be paid for sick leave not taken.

~~(7) A doctor's certificate shall be required for any period of sick leave in excess of three (3) days.~~

- ~~(8)~~(7) All leave taken and approved shall be provided to an employee without loss of pay or benefits provided that the employee has sufficient unused accumulated sick leave. An employee who has insufficient unused sick leave hours on record to use for the purposes prescribed, may request the use of other paid leave balances, such as vacation hours or leave without pay. The Executive Director may approve the use of the other paid leave hours of absence without pay in lieu of such leave by an employee for such purposes.

~~(9)~~(8) ~~Employees may not begin using paid sick leave until after 90 days of employment.~~

~~d. Family Leave Bereavement Leave Employees may be paid, upon request, for leave necessary, in the event of a death in the immediate family, to make necessary arrangements for and to attend a funeral. The leave will not exceed three (3) work days per occurrence in the State of California or five (5) work days per occurrence outside the State. Mark please verify with current family leave laws.~~

~~All Employees are permitted 5 days of Unpaid Bereavement Leave upon the death any family member listed in Section 12945.2 of the Government Code. In case of death in the immediate family an employee shall be granted three (3) days of paid bereavement leave~~

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per occurrence within California. In cases involving out-of-state funerals or distances of more than 200 miles, an additional two (2) days of paid bereavement leave shall be granted. The Paid Bereavement leave runs concurrent with the 5 Day Bereavement Leave.

However, the leave days need not be consecutive. For Bereavement Leave in excess of 3 days, or the additional two for out-of-state, all employees may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee. Proof of death (death certificate, obituary, funeral program, etc.) or proof of miscarriage/stillbirth (a note from a healthcare provider) must be submitted within 30 calendar days of when the employee returns to work. Additional time off for this purpose must be vacation, sick leave, or unpaid leave. Bereavement leave must be approved by the Executive Director.”

4.

e. Pregnancy disability leave. An employee is entitled to up ~~to 17.3 weeks~~ to 4 months (or such other amount as required by law) of unpaid leave if medically necessary for complications, severe morning sickness, or other disabilities related to childbirth and/or pregnancy. The employee must first use any compensatory time, sick leave and accrued vacation before taking unpaid pregnancy disability leave.

e. During a pregnancy disability leave, the employee shall retain employee status, and the leave shall not constitute a break in service for any purpose under this Policy. A pregnancy disability leave shall run concurrently with the employee’s FMLA leave entitlement. ~~entitlement. Nothing in this section limits an employees rights under the California Family Rights Act (“CFRA.”)~~

f. Leave Without Pay. Leave without pay, ~~may~~, when necessary, be granted at the Executive Director's discretion. However, indefinite unpaid leave is not a reasonable accommodation as a matter of law.

g. Absence Without Authorization.

- (1) Absence without proper authorization or approval may be considered sufficient cause for suspension or dismissal of the employee at the discretion of the Executive Director.
- (2) If an employee is absent without proper authorization, deduction shall be made from his/her pay for the period of absence.

h. Court Leave.

- (1) Jury duty/subpoena. An employee who is legally summoned for jury duty or is served with a subpoena to testify as a witness will be paid for the period of such service or testimony. Any employee so summoned or subpoenaed shall

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immediately inform the Executive Director.

- (2) Reimbursement. The pay of an employee who has been summoned for jury duty or subpoenaed as a witness will continue at the regular rate. All reimbursement received by the employee shall be turned over to the Authority to be credited against regular salary. Payment received by the employee for travel expense may be retained by the employee.

- 1. Other Leave As Required By Law. The Authority shall permit leave for crime victims; domestic violence, sexual assault and stalking victims legal proceedings; civil service volunteers; military service; voting; and such other leaves as are required by law. Unless paid leave is required by law, such leaves shall be unpaid.

~~11.10.~~ EMPLOYEE BENEFITS. Employees shall be provided safe, sanitary and healthful working conditions. In addition, they may receive the following benefits as specified by law or the applicable benefit program/plan, unless such time as the Authority determines such benefits can and should be modified:

- a. State Unemployment Insurance Fund. This is a fund established to afford protection for those unemployed but able to and available for work. The Authority pays a tax on gross wages and salaries into this fund as prescribed by California law.
- b. State Disability Fund. The California State Insurance (SDI) program provides short-term Disability Insurance (DI) and Paid Family Leave (PFL) wage replacement benefits to eligible workers who need time off work. An employee may be eligible for DI if ~~he/she~~they is unable to work due to non-work-related illness or injury, pregnancy, or childbirth. The employee may be eligible for PFL to care for a seriously ill family member or to bond with a new child. The employee pays a percentage of a prescribed portion of his/her compensation for this purpose.
- c. State Compensation Insurance Fund. This is insurance purchased by the Authority to provide medical, hospital, death, and other benefits in case of injuries received on the job, subject to the requirements of that program. Any injuries sustained at work must be reported in order to be considered valid claims under the state's Worker's Compensation laws. The Authority must be informed of any work-related injuries in order to comply with federal and state injury record-keeping requirements.
- d. Health Insurance. Full-time employee (defined as those working at least 35 hours/week) and their eligible dependents will be entitled to receive a fully paid health insurance plan **approved by the Authority** ~~through Kaiser Permanente~~ as more fully described in the documents and coverage related to that plan.
- e. Dental Insurance. Full-time employees and their eligible dependents will be entitled to receive a fully paid dental **plan as approved by the Authority** ~~with Delta Dental~~ as more fully described in the documents and coverage related to that plan.

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f. Vision Insurance. Full-time employees and their eligible dependents will be entitled to receive a fully paid vision plan is approved by the Authority with VSP as more fully described in the documents and coverage related to that plan.

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g. Retirement Plan. Retirement benefits in effect between the Authority and the California Public Employees' Retirement System (CalPERS) shall be those established for miscellaneous employees and CalPERS Miscellaneous 2% at 60 formula. The rate for employee contributions shall be deducted from the pay by the Authority and forwarded to the system in accordance with the rules and regulations governing such employee contributions.

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h. Retiree Medical Will be established by the Authority and will be added as an addendum to this policy once completed.

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~~12~~11. TRAINING

- a. In-service training may be provided to aid employees to improve current job performance and to gain efficiency in their work.
- b. Employee training shall be a function of every supervisor and & Manager.
- c. An employee who takes a job-related course at an accredited institution of learning that has been pre-approved by the Executive Director shall be eligible to receive reimbursement per fiscal year for the costs of tuition, fees and course materials. The employee will be eligible for this reimbursement upon the successful completion of the course and upon the employee having achieved a grade of "Pass or C" or better.

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~~13~~12. GRIEVANCES. Grievances should be settled by those immediately concerned. The first step is discussion with the immediate supervisor of employee. In the event a grievance cannot be settled an employee and his/her supervisor, the employee may present a grievance to the Executive Director. It is the policy of the Board that grievances and disciplinary matters should be with justice and impartiality; and an appeal may be presented to the Board of Commissioners whose decision in all matters will be final.

~~14~~13. PERFORMANCE EVALUATION RATINGS

- a. Employees shall receive an annual performance evaluation ~~ratings~~.
- b. Performance Evaluations ~~rating~~ shall be noted in employee service records and shall be considered in effecting personnel actions. Please see the attached sample of the Performance Evaluation as part of the addendum to this Personnel Policy

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~~15.~~14. SERVICE RECORDS. A service record shall be maintained for every employee and shall contain complete information pertinent to his/her employment, including dates of employment and pay changes.

~~16.~~15. TRAVEL.

a. ~~Employee or~~ Commissioners of the Authority may perform official travel upon authorization by the ~~Board Chair~~. Each trip to a destination outside of the jurisdiction of the Authority (except to the Regional or Area Office and to nearby communities to carry out normal operating functions) shall specifically have prior authorization by the ~~Board Chair~~ approving the trip as essential to the conduct of its programs. Authority attendance at conferences, conventions and meetings shall be limited to the number of persons necessary to cover the meeting adequately and in accordance with the Authorities budget. Employee may perform official travel upon authorization of the Executive Director as long as the trip is essential to the conduct of its programs and where the Employees participation will benefit the organization and it's in accordance with the Authorities budget.

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b. Transportation costs for employees or Commissioners authorized to travel on official business of the Authority shall be paid by the Authority. Airline (tourist or coach) shall be the standard means of transportation. Subsistence (meals, and lodging) shall be paid or reimbursed on an actual cost basis. Costs of Uber, Lyft, taxi fares or other means of transportation, telephone calls, parking and similar items necessarily incident to the performance of official business, shall be considered reimbursable items.

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c. Reimbursement for use of a privately owned automobile for authorized out-of-town travel shall be limited to the cost of common carrier service ~~permitted~~ permitted herein. ~~Where it has been determined and recorded in a Board resolution that travel by private car is more advantageous to the local agency than travel by common carrier,~~ reimbursement shall be made at the standard mileage rate established by the IRS (but in no event shall such mileage allowance exceed common carrier cost). This determination is not required in connection with reimbursement for trips to nearby communities to carry out normal operating functions. If two or more persons travel in the same automobile, only one of these persons shall be reimbursed for mileage or for car expenditures.

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d. All travel expenses shall be recorded, signed by the traveler and approved by the Executive Director, prior to reimbursement.

~~17.~~16. BONUSES AND PRESENTS. Project costs shall not include the cost of any bonus or Christmas or other presents in cash or any other form.

~~18.~~17. ENTERTAINMENT EXPENSES. Project costs shall not include expenses incurred for the provision of entertainment and incidental food and beverages.

18. TOBACCO AND DRUG USE/NO SMOKING. Under state law, the Authority is required to provide a smoke-free environment for its employee at all time. Smoking, (including but not limited to electronic cigarettes, "vaping", electronic hookahs, and other electronic or vapor emitting devices that mimic the use of tobacco products) is not allowed on the Authority's premises, which include any enclosed spaces/vehicles.▲

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Moreover, the Authority desires to promote a drug and alcohol-free workplace and to prevent and eliminate substance abuse and its effects in the workplace. To that end the following applies:

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The manufacture, distribution, dispensation, possession, or use of alcohol or any controlled substance is prohibited wherever Authority business is performed. The Executive Director may authorize exceptions to this policy only related to alcohol served at Authority sponsored events.

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An employee is prohibited from working or being subject to call in if impaired by alcohol or any controlled substance.

An employee must notify his or her supervisor before beginning work when taking medications or drugs which could interfere with the safe and effective performance of duties or operation of Authority equipment. If there is a question regarding an employee's ability to perform assigned duties safely and effectively while using prescribed medications, the Authority may require medical clearance.

The Authority may require a blood test, urinalysis, or other drug and/or alcohol screening of employees reasonably suspected of using or being under the influence of a drug or alcohol at work. Testing must be approved by the Executive Director.

The Authority may require alcohol or drug screening following any work-related accident or any violation of safety precautions or standards, whether or not an injury resulted from the accident or violation, provided that the "reasonable suspicion" factors described above are present.

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~~19.~~ Compliance with this policy is a condition of City employment. Disciplinary action will be taken against employees who violate this policy.

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~~20-19.~~ VIOLENCE PREVENTION. Employees who overhear a coworker or anyone on Authority property making a threat of violence, or otherwise learn of any threat of harm to themselves, or to tenants/guests on the premises, have an obligation to immediately report the matter to the Executive Director, Employees should report all threats, even those that appear to have been in jest. In case of emergency, dial "911." Further, an employee should notify the Executive Director if any restraining order is in effect, or if a potentially violent non-work related situation exists which could results in violence in the workplace.

South San Francisco Housing Authority
Employee Performance Review Policy

Purpose:

This review policy aims to equip employees with information needed to realize their full potential and to focus their efforts as direct contributors to the success of the City of South San Francisco Housing Authority (“SSFHA”). It involves reviewing every employee’s performance at least once a year, setting objectives and identifying development needs and future development opportunities. The review process should ensure that employees are clear about what is expected of them, how they are progressing and how they will be supported in performing their job and in future development.

Scope:

This policy applies to all those employed by SSFHA, regardless of the nature of their employment.

Level of Review:

Probationary Review: Given to new employees after completion of the first 90 days **6 months** of employment.

Annual Review: Given to each employee between January 31-March 1st of each calendar year. The Annual Review will cover the period from **January 1st through December 31st of each year.**

Reviewer Defined:

Executive Review Committee: At each January monthly meeting, the Board of Commissioners of SSFHA shall establish a 3 member committee to review the Executive Director. The committee shall consist of the Chair and Vice Chair of SSFHA and one Commissioner selected by the Executive Director. The Commissioner selected by the Executive Director must be a Commissioner with whom the Executive Director has interacted frequently over the review period, as a result, can best assess the Executive Director’s achievements and performance for the review period. **The Executive Director may also request to open negotiations over contract language, salary and benefits at the same January meeting. Negotiations will be conducted with the appointed Committee and negotiations shall commence upon the approval and adoption of the Executive Directors Performance Evaluation by the Board.**

The review of all other employees of SSFHA shall be conducted by the Executive Director.

Procedure:

1. Annual and Probationary reviews are mandatory for all employees. When employees are absent at the time when a review would normally be held, arrangements shall be made to ensure that a review is held shortly before or after the period of absence.

2. No later than January 31 of each year, each SSFHA employee shall complete a self-assessment in form attached as Appendix A to this policy. Such self-assessment form shall include, at a minimum,

- 2 goals or objectives that were set from the prior review period (or if there was no such prior review period, 2 requirements from the applicable job description) and how they were achieved
- A list of at least 3 of the most significant achievements for the subject review period
- Goals and objectives for the next review period, including any areas for development
- A space indicated as “Reviewer Comments”, for the respective Reviewer to make any formal comments or responses to the written self assessment
- A space marked “Reviewer Rating”, where the Reviewer shall assign rating of Exceeds, Meets, Needs Improvement or Unsatisfactory
- The Reviewer (s) shall collectively complete the Reviewer Comments and Reviewer Rating on or before December 31st
- Only employees with an Exceeds or Meets rating shall qualify for salary increases

3. In the case of review of the Executive Director, the Executive Review Committee shall provide the full Board of Commissioners with the Committee’s collective ~~its~~ Reviewer Comments and recommendations for the Board’s approval at the December board meeting. After the review has been approved by the Board, the Executive Review Committee shall meet with the Executive Director to discuss the self assessment and Review Comments. The Executive Director shall countersign and date the Reviewer Comments to acknowledge that a discussion regarding the Executive Director’s performance has occurred and that the Executive Director has had an opportunity to review the same.

4. In case of review of any SSFHA employee other than the Executive Director, promptly after the Reviewer Comments and Reviewer Rating have been completed by the Executive Director, but in no event later than December 31st

of such year, the Executive Director shall meet with the employee to discuss the self assessment and Review Comments. The employee shall countersign and date the Reviewer Comments to acknowledge that a discussion regarding the employee’s performance has occurred and that the employee has had an opportunity to review the same.

5. The purpose of the Annual Review meetings is to review the employees performance and development over the previous year and discuss and agree on objectives for the next 12 months, or other appropriate time period. Both the Reviewer and the employee are responsible for fully participating in the review process. They have joint responsibility for fully preparing for the meeting, engaging in an honest and professional discussion around the employee’s contributions and discussing and planning for the employee’s future contributions and development.

6. During the Annual Review meeting there should be:

- Honest, balanced, evidence-based feedback on the employee's strengths and areas for development or improvement.
- An opportunity to gain a clear understanding of SSFHA's expectations of the employee and detailed discussion of the employee's contribution to the achievement of SSFHA's goals.

- Detailed discussion of the development needs of the employee and appropriate support and guidance provided to the employee to assist in achievement of the employee's objectives and enhancement of their performance.
- Mutual trust and respect, with all parties approaching discussions with a mutual respect for the other person's skills, abilities, knowledge, and experience in their respective roles.
- A genuine and constructive two-way discussion with both the Reviewer and employee taking an active part to ensure that it is meaningful, relevant and productive for everyone.
- A discussion focused on work priorities and objectives that are clearly linked to SSFHA's goals.

7. Reviews will be carried out in a fair and equitable way, in line with SSFHA's current Personnel Policy and with a view to promoting a positive culture for working. Disagreements should be resolved between the employee and their manager whenever possible. Where unresolved, the guidelines detailed in SSFHA's current Personnel Policy should be followed.

Appendix A—Employee Self-Assessment

Employee Name:	Evaluation Period: January 1st, _____ to December 31, _____
Title:	
Employee Comments:	
Goal and Objectives for this Evaluation Period:	
Achievements, Accomplishments and Responsibilities	
Areas for Development	
Goals for Next Evaluation Period	
Reviewer(s) Comments:	
Achievements, Accomplishments and Responsibilities:	
Areas for Development:	
Goals for Next Evaluation Period	
Reviewer Rating (Exceeds Expectations, Meets Expectations, Needs Improvement, Unsatisfactory) :	

Reviewer Signature	Date
Chair: _____	
Vice-Chair: _____	
Commissioner: _____	
Executive Director: _____	
Employee Signature	Date