Washoe Affordable Housing Corporation (WAHC) Annual Meeting

December 17, 2024

	Washoe Affordable Housing Corporation			
AGENDA ITEM NUMBER: 1 December 17, 2024				
SUBJECT: Approval of the Agenda. (For Possible Action)				
From:	President	RECOMMENDATION: For Possible Action		

The Agenda is attached on the following page.

NOTICE OF **ANNUAL MEETING** OF THE **WASHOE AFFORDABLE HOUSING CORPORATION** BOARD OF TRUSTEES

- TO TRUSTEES: Hilary Lopez, President Dave Aiazzi, Vice President Mayor Hillary Schieve, Secretary/Treasurer Kathleen Taylor Mark Sullivan
- MEETING DATE: Tuesday, December 17, 2024
- TIME: 10:00 a.m. (Approximately)
- PLACE: Reno Housing Authority (RHA) Boardroom, 1525 East Ninth Street, Reno, Nevada

Persons wishing to provide public comment may participate during the scheduled meeting by commenting in person during the course of the meeting, via teleconference, or address their comments, data, views, arguments in written form to Hilary Lopez, Ph.D., Executive Director, Housing Authority of the City of Reno, 1525 East 9th Street, Reno, NV 89512-3012, Fax: 775.786.1712; e-mail address: <u>Hlopez@renoha.org.</u> Written submission should be received by the Board on or before, December 13, 2024, by 5:00 p.m., in order to make copies available Trustees and the public.

Below is the agenda of all items scheduled to be considered. At the discretion of the president or the Trustees, items on the agenda may be taken out of the order; the Trustees may combine two or more agenda items for consideration, and the Trustees may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. The public is advised that one or more members of the Trustees may participate in the meeting via telephone.

AGENDA

- Call to order and roll call.
- Introduction of guests.
- First Period of Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comment from the public is limited to three minutes per person, under these items.
- 1. Approval of agenda. (For Possible Action)
- 2. Approval of the minutes of the Annual Board meeting held November 28, 2023. (For Possible Action)
- 3. Nomination and election of president, vice president, and secretary/treasurer. (For Possible Action)
- 4. Discussion and possible changes to the personnel policy to revise Section 8.0 Employee Benefits Policy, Section 9.0 Compensation Policy, and provide other clean up. (For Possible Action)

- 5. Update on US Department of Housing and Urban Development (HUD) Annual Contributions Contract (ACC) extension. (Discussion)
- 6. Discussion and report on HUD FY 2024 Limited Remote Annual Compliance Review. (Discussion)
- 7. Presentation by Brenda Freestone, WAHC Contract Administrator, on Washoe Affordable Housing Corporation's duties and activities. (Discussion)
- 8. Additional items:
 - i) General matters of concern to Trustees regarding matters not appearing on the agenda. (Discussion)
 - ii) Old and New Business. (Discussion)
 - Schedule of next meeting. The following date has been scheduled in advance but is subject to change at any time: December 16, 2025 (Annual Meeting). (For Possible Action)
- 9. Second Period of Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comment from the public is limited to three minutes per person, under these items.
- 10. Adjournment.

This agenda has been posted at the Washoe Affordable Housing Corporation's office located at 1004 Forest St, Reno, NV 89509 and also at the Housing Authority of the City of Reno Administrative Office, 1525 East Ninth Street, Reno, NV 89512; and further in compliance with NRS 241.020, this agenda has been posted on the official website of Washoe Affordable Housing Corporation at www.wahc.info and the Housing Authority of the City of Reno's website at <u>www.renoha.org</u> and the State of Nevada Public Notification website at http://notice.nv.gov/.

According to the provisions of NRS 241.020(5), a copy of supporting (not privileged and confidential) material provided to Trustee members may be obtained upon request made to: Colleen Montgomery-Beltran, Executive Administrative Assistant, Housing Authority of the City of Reno, 1525 East Ninth Street, Reno, Nevada, 89512, or by calling (775) 329-3630. Copies of supporting (not privileged and confidential) material provided to Trustee members may be obtained at the aforementioned address.

Dated December 12, 2024

Colleen Montgomery-Beltran

Ву: _

Colleen Montgomery-Beltran Executive Administrative Assistant

This meeting is accessible to the hearing impaired through the RHA TTY/TDD/voice phone line (385) 770-7166. Anyone with a disability, as defined by the Americans with Disabilities Act, requiring special assistance to participate in the meeting, may contact the Trustees at the following address, at least five days in advance of the meeting in order to make arrangements, if possible, for reasonable accommodations that would enable participation in the meeting by contacting Colleen Montgomery-Beltran, Executive Administrative Assistant, Housing Authority of the City of Reno, 1525 East Ninth Street, Reno, Nevada, 89512, or by calling (775) 329-3630.

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 2

December 17, 2024

SUBJECT: Approval of the minutes of the Annual Meeting held on November 28, 2023. (For Possible Action)

FROM: President RE	COMMENDATION: For Possible Action
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The minutes of the Annual Meeting held on November 28, 2023, are attached on the following page.

MINUTES OF THE ANNUAL MEETING BOARD OF TRUSTEES WASHOE AFFORDABLE HOUSING CORPORATION

November 28, 2023

The Annual meeting of the Board of Trustees of Washoe Affordable Housing Corporation (WAHC) was called to order by Vice President Aiazzi at 12:08 pm on Tuesday, November 28, 2023.

Trustees Present

Trustees Absent Hillary Schieve

Hilary Lopez, President Dave Aiazzi, Vice President Mark Sullivan Kathleen Taylor

Others Present

Heidi McKendree, Deputy Executive Director JD Klippenstein, Director of Development Ryan Russell, Legal Counsel Darren Squillante, Director of Human Resources Kristin Scott, Director of Asset Management Cori Fisher, Director of Resident Services Jamie Newfelt, Director of Rental Assistance Kim Anhalt, Moving to Work Coordinator Brenda Freestone, Contract Administrator Washoe Affordable Housing Corporation (WAHC) April Conway, Public Information Officer Lindsay Dobson, Executive Administrative Assistant

Others Present

There being a quorum present, the order of business was as follows:

- 1. Call to order and roll call.
- 2. First Period of Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comment from the public is limited to three minutes per person, under these items.

There was no public comment.

3. Approval of the agenda. (For Possible Action)

It was moved by President Lopez and seconded by Trustee Taylor to approve the agenda. Hearing no further discussion, Vice President Aiazzi called for the question. The vote was all ayes and no nays. Vice President Aiazzi declared the motion carried and the agenda approved.

4. Approval of the minutes of the annual Board meeting held October 25, 2022. (For Possible Action)

It was moved by Trustee Sullivan and seconded by President Lopez to approve the minutes. Hearing no further discussion, Vice President Aiazzi called for the question. The vote was all ayes and no nays. Vice President Aiazzi declared the motion carried and the minutes approved.

5. Contract Administrator's update on the Performance Based Contract Administration (PBCA) contract with HUD for Nevada. (Discussion)

Contract Administrator Freestone provided an in-depth summary of the PBCA contract with HUD.

6. Updates to the personnel policy to revise the annual COLA policy and matters related thereto. (For Possible Action)

Trustee Sullivan moved to approve agenda item six as written. Trustee Taylor seconded the motion. Hearing no further discussion, Vice President Aiazzi called for the question. The vote was all ayes and no nays. Vice President Aiazzi declared the motion carried.

7. Discussion and possible action regarding potential transfer of the Homeless Prevention Program (HPP) from Washoe Affordable Housing Corporation to the Housing Authority of the City of Reno, subject to acceptance thereof by the Housing Authority of the City of Reno (For Possible Action)

Trustee Sullivan moved to approve agenda item seven as written. Trustee Taylor seconded the motion. Hearing no further discussion, Vice President Aiazzi called for the question. The vote was all ayes and no nays. Vice President Aiazzi declared the motion carried.

8. Additional items:

i) General matters of concern to Trustee Members regarding matters not appearing on the agenda. (Discussion)

There were no other matters discussed.

ii) Old and New Business. (Discussion)

There were no comments.

- Schedule of next meeting. The following date has been scheduled in advance but is subject to change at any time: October 22, 2024 (Annual Meeting). (For Possible Action)
- 9. Public Comment. (The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comment from the public is limited to three minutes per person.)

There was no public comment.

10. Adjournment.

Adjourned 12:17 pm.

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 3

SUBJECT: Nomination and election of president, vice president, and secretary/treasurer. (For Possible Action)

FROM: President RECOMMENDATION: For Possible Action

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 4

December 17, 2024

SUBJECT: Discussion and possible changes to the personnel policy to revise Section 8.0 Employee Benefits Policy, Section 9.0 Compensation Policy, and provide other clean up. (For Possible Action)

FROM:	President	RECOMMENDATION: For Possible Action

Staff recently undertook a review of Washoe Affordable Housing Corporation's Personnel Policies. As a result of this review, staff are asking the board to consider adding the below policies to WAHC's Personnel Policy. Making these changes will better align these items with RHA's personnel policies. Attached is a redline and clean version of the Personnel Policy that incorporates these changes for ease of review.

Proposed Changes:

- Section 8.0: Employee Benefits Policy
 - Section 8.1. Holidays Clarifies that employees must have worked their full regularly scheduled workday before and after a holiday, unless they are in an approved paid time off status, in order to receive holiday pay.
 - Section 8.2: Annual Leave Provides an option for an annual leave payout for employees with ten (10) or more years of service. Employees would be able to cash out up to 40 hours of accrued vacation leave if, as of November 1, of any given year he/she has accrued 75% or more of the maximum number of hours which can be accrued for their years of service. Requests for cashing out will be submitted in writing to the Director of Administration no later than November 30th and will be paid in the next available pay period.

• Section 9.0 Compensation Policy

- Section 9.2 Paydays Changes paydays from Wednesday to Friday.
- Section 9.4 Overtime Adds the option for regular non-exempt employees to accrue compensatory time to a maximum of 80 hours subject to the Contract Administrator's pre-approval and provides that comp time must be taken within six months of accrual.
- Adds Section 9.10 Bilingual Pay Provides \$15 per pay period for any employee that provides translation services. Employees must submit the required form for payment. Providing bilingual pay is subject to change and this additional compensation may be removed by the Board of Trustees at any time.

Staff Recommendation and Motion:

Staff recommends the Board of Trustees motion to approve the revised Personnel Policy as presented.

WASHOE AFFORDABLE HOUSING CORPORATION

PERSONNEL POLICIES

MANUAL

Approved by Resolution 22-04-01 WA

Amended by Board Approval on December 17, 2024

Effective February 28, 2023December 17, 2024

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Approved 10/24/2024

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WAHC Personnel Policies Manual

1.0. INTRODUCTION

The purpose of this Manual is to acquaint you with WAHC's organization and provide you with information about our working environment, employee benefits and some of the policies affecting your employment. It is the responsibility of each employee to read and understand this Manual. If anything is not clear to you, please ask for an explanation.

The policies and guidelines contained in this Manual do not create any contract or employment rights. WAHC retains the sole discretion to modify, delete or add to this Manual, in writing, at any time. When such amendments are made, each employee will be provided with a written statement of the amendment and will be required to acknowledge they have received and read the amendment. None of these policies or procedures can be amended, altered or modified in any way and may only be changed by written amendment adopted by the Board of Trustees of WAHC. No individual has authority to waive in any respect as to any employee of WAHC the at-will employment relationship set out in Section 2.0 of these policies.

2.0. AT-WILL EMPLOYMENT POLICY

WAHC's employment policy is "at-will". Under the at-will policy, neither you nor WAHC is committed to continuing the employment relationship for any specific time. Rather, the employment relationship will continue at will. Either side may terminate the relationship at any time, with or without notice or cause. In deciding to work for WAHC, or continuing to work for WAHC, you must understand and accept these terms of employment.

3.0. HIRING / EMPLOYMENT / TERMINATION

3.1. <u>Nature of Employment.</u> This Manual is intended to provide employees with a general understanding of WAHC personnel policies. Employees are encouraged to familiarize themselves with the contents of this Manual.

While this Manual will answer many common questions about employment, it is not possible to anticipate every situation or answer every question about employment. This manual is not an employment contract and is not intended to create contractual obligations of any kind. Neither the employee nor WAHC is bound to continue the employment relationship, if either chooses, at its will, to end the relationship at any time, as stated in Section 2.0, above, and other places within this Personnel Policies Manual.

In order to retain necessary flexibility in the administration of policies and procedures, WAHC reserves the right to change at any time, revise or eliminate any of the policies and/or benefits described in this Manual or to eliminate the manual in it's entirety. None of these policies or procedures can be amended, altered or modified in any way by oral statements, but can only be changed by written amendment adopted by the Board of Trustees of WAHC. WAHC, through its Board of Trustees, reserves the right to be the sole judge of whether there has been any violation or deviation from the policies and procedures set forth in this manual.

- 3.2. Equal Employment Opportunity. WAHC seeks to develop and maintain a work environment that values the dignity of each individual, utilizes human resources to their fullest potential, and ensures a high-quality workforce that reflects the diversity of the community we service. It is the policy and the intent WAHC to provide equality of opportunity in employment for all persons; to prohibit discrimination because of race, color, religion, sex, sexual orientation, gender identity, age, disability, genetic information, military or veteran status or national origin, in all aspects of personnel policies, programs, practices, operations, and in all its working conditions and relationships with employees and applicants for employment. To that end, discriminatory conduct by any employee, client, vendor or service provider is strictly prohibited. WAHC will analyze its personnel actions rigorously to ensure compliance with this policy.
- 3.3. <u>Employment Applications.</u> WAHC relies on the accuracy and truthfulness of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process. If any information provided by the applicant on the employment application or during the hiring process is found to be false, untruthful or misleading, this information may result in WAHC's rejection of the individual for further consideration for employment or, if the person has been hired, termination of employment.
- 3.4. <u>Overtime Employment Categories.</u> Upon hiring, or thereafter, all employees are assigned to an Overtime Compensation category of exempt or non-exempt from overtime compensation. The classification of an employee as exempt or non-exempt from overtime compensation requirements is made in accordance with state and federal wage and hour laws.
- 3.5. <u>Temporary/Regular Employees.</u> Temporary employees fill positions that are budgeted for 12 months or less. Temporary employees are not eligible for WAHC benefit programs except as provided by applicable law.

Regular employees fill positions that are budgeted for more than 12 months. Regular employees are eligible to participate in WAHC's benefit programs.

3.6. <u>Work Schedules.</u> Work schedules for employees may vary throughout WAHC. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

In the sole discretion of WAHC management, flextime scheduling may be available in some cases for the purpose of allowing employees to vary their starting and ending times within established limits so long as the needs and requirements of WAHC are not adversely affected. For overtime purposes, the work week shall begin on Monday at 12:01 a.m. and end on Sunday at 12:00 midnight.

- 3.7. <u>Outside Employment.</u> Employees are required to notify the President of WAHC in writing of any secondary or concurrent employment outside the service of WAHC. Employees may hold outside jobs which do not constitute a conflict of interest and are not incompatible with WAHC employment as long as they meet the performance standards of their job with WAHC. Employees will be judged according to the same performance standards and subject to WAHC's scheduling demands, the employees' outside work requirements notwithstanding.
- 3.8. <u>Employment Reference Checks.</u> From time to time, WAHC will receive requests to verify employment, usually on behalf of those employees who are trying to obtain mortgage loans or other financing. It is WAHC's policy to respond to such inquiries only with the written permission of the employee.

When an employee terminates his/her employment with WAHC, the President or designated staff person will respond to reference check inquiries from other employers. Responses to such inquiries will confirm only dates of employment and position(s) held. No additional employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

- 3.9. <u>Personnel Data Changes.</u> It is the responsibility of each employee to promptly notify the Human Resources Specialist in writing of any changes in personnel data. Personnel mailing addresses, telephone numbers, individuals to be contacted in the event of emergency, and other such status reports should be accurate and current at all times.
- 3.10. <u>Employment Terminations, Layoffs and Recalls.</u> WAHC's employment policy is "at-will". WAHC and its employees are free to terminate the employment relationship at any time with or without cause.

When an employee leaves the employment of WAHC, generally the designated staff person will schedule an exit interview for the departing employee. The exit interview will afford an opportunity to discuss such issues as employee benefits and return of WAHC-owned property. In addition, the employee will receive an Exit Interview Questionnaire. Completing this form is voluntary and all comments will be kept confidential.

Employees will receive their final pay in accordance with applicable law.

Layoffs and recalls will be made at the discretion of WAHC management on the basis of numerous factors including, but not limited to, skills, knowledge, education, past disciplinary record, attendance, production, nature of the employee's work and the needs of WAHC. An employee who is laid off will not accrue benefits during the layoff period.

A "layoff" of personnel is where WAHC is unable to continue a full-time employee (who has rendered satisfactory services) in his/her current position because of budget cuts, reorganization or discontinuance or curtailment of a department, project, position or area of service, and is unable to offer some other mutually satisfactory assignment, the employee shall be released. Notification of release should be given to the employee, in writing, by the President or his/her designee 15 days in advance of the date of suspension.

- 3.11. <u>Return of WAHC Property.</u> Employees are responsible for the following items issued to them or in their possession or control:
 - Credit cards Equipment Keys ID Badge Manuals Written Materials

All property must be returned by employees on or before their last day of work.

4.0. EMPLOYEE CONDUCT

4.1. <u>Employee Conduct and Work Rules.</u> To assure orderly operations and provide the best possible work environment, WAHC expects all employees to follow rules of conduct that will protect the interests and safety of WAHC, its employees and guests.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. Listed below are examples of infractions of rules of conduct that may result in disciplinary action, including

suspension or termination of employment. The listing of the following prohibited actions, improper actions and work standard rules does not in any way detract from or alter the right of WAHC or the employee to terminate the employment relationship at any time, with or without cause.

- Inefficiency, lack of productive effort or other unsatisfactory work performance.
- Theft or inappropriate removal or possession of private or WAHC property.
- Willful destruction or defacement of private or WAHC property.
- Falsification or misrepresentation of information on any forms or records including, but not limited to, timekeeping records, employment applications, and WAHC personnel records.
- Working or being on WAHC premises or WAHC oversight properties while under the influence of alcohol or illegal drugs.
- Violation of traffic or parking regulations using employee or rental vehicles while on WAHC business. Also, failure to properly report any type of accident while on WAHC business.
- Fighting or engaging in any behavior which is physically assaultive, indicates a potential for violence (e.g. throwing objects, shaking fists, destroying property, etc.) or represents a threat to harm another individual or endanger the safety of others.
- Carrying, either concealed or unconcealed, firearms, weapons, or unauthorized knives on WAHC premises (including the WAHC parking lot), in the employee's vehicle or any other vehicle being used for WAHC business at any time, or on the premise of any oversight property.
- Insubordination.
- Violation of the privacy rights of others including, but not limited to, searching desks or stalking.
- Three consecutive days of unreported absence (which shall constitute job abandonment without any further notice to the absent employee).
- Excessive number of absences or tardiness (excluding absences required by federal or state law concerning employee leaves of absence).

Approved 10/24/2024

- Smoking in prohibited or unauthorized areas.
- Sexual or other unlawful harassment or discrimination.
- Unauthorized use of WAHC time, materials or equipment for personal activities.
- Making defamatory or false statements detrimental to WAHC's operation or good standing.
- Participation in organized gambling, betting, a lottery, or any other game of chance at any time while on WAHC property or any WAHC oversight property.
- The sale, use, possession, or distribution of alcoholic beverages, illegal drugs or controlled substances, or other intoxicants in any way that may interfere with work, on WAHC premises or any WAHC oversight properties, or coming to work under their influence.
- Failure to comply with safety rules set forth in applicable WAHC, state, and federal safety standards, or failure to otherwise recognize safety procedures in performing work for WAHC.
- Failure to report immediately to supervisory personnel any accident or injury suffered by the employee.
- Solicitation or distribution of electronic, written or printed matter in violation of WAHC policy.
- Dishonest, unprofessional or unethical conduct of any nature.
- Inability to maintain a satisfactory working relationship with owners, property management staff or WAHC employees.
- Altering, mutilating, abusing, or wasting property, facilities, records, or equipment belonging to WAHC or located on WAHC property, or any WAHC oversight property.
- Violation of any WAHC rule, policy or regulation.

In determining the degree of disciplinary action, full consideration will be given to the seriousness of the substandard performance or the offense, the intent and attitude of the employee, and the environment in which the offense took place. As previously stated, the WAHC reserves the right to be the sole judge of whether or not there has been a violation of these policies and if so, the appropriate level of disciplinary action to be taken in response.

- 4.2. <u>Conflict of Interest.</u> All employees must avoid any action, whether or not specifically prohibited by this section, which might result in or create the appearance of using his/her employment or official title or capacity with WAHC for personal and/or private gain.
 - 4.2.1. <u>Accepting Gifts.</u> Except as provided in paragraph 4.2.2, employees must not solicit or accept, directly or indirectly, a gift, gratuity, favor, entertainment, loan, or any other thing of value, from a person, government employee or official, or business entity or a group of persons, who or which:
 - Has, or is seeking, a contractual or other business or financial relationship with the WAHC;
 - Conducts operations or activities that are monitored or reviewed by WAHC; or
 - Has interest, or whose members or clients have interests, that may be substantially affected by actions of WAHC.

4.2.2. Exceptions to the provisions of section 4.2.1:

- When circumstances make it clear that family relationships are the motivating factor for a gift, entertainment or favor;
- Acceptance of food and refreshments of nominal value on occasions in the course of a business meeting in which the employee is properly in attendance;
- Acceptance by an employee of loans from banks or other financial institutions on customary terms;
- Acceptance by an employee of unsolicited advertising or promotional material, such as pens, pencils, plaques, note pads, calendars, and other items of nominal intrinsic value;
- Participation by an employee at a luncheon, dinner, conference or similar gathering sponsored by a trade, technical, professional or other association or similar group for discussion of matters related to the work of WAHC. Participation must be approved in advance by employee's supervisor as being in the interest of WAHC.

- 4.2.3. Employees must not solicit contributions for a gift to an official superior, make donations as a gift to an official superior or accept gifts from an employee receiving less pay than himself/herself. However, this paragraph does not prohibit voluntary gifts of nominal value or donations of modest value made because of special circumstances such as marriage, illness or retirement.
- 4.2.4. Employees must not engage in outside employment or other outside activity not compatible with the full and proper discharge of the employee's official duties and responsibilities, nor engage in any outside activity that may establish relationships or property interests that may result in a conflict between private interests and the employee's official duties. Under no certain circumstances should employees accept employment, with or without compensation, with any person or business entity doing business with WAHC.
- 4.2.5. Employees must not receive any salary or anything of monetary value from a private source as compensation for their services performed in the course of their duties with WAHC.
- 4.2.6. In order to avoid any conflict of interest, perceived conflict of interest of later claims against WAHC or an employee, employees shall not date, cohabitate with, or become sexually involved with a manager, owner, employee, or tenant of a WAHC oversight property unless the employee has disclosed the circumstances in writing to the President and received a written determination that no conflict of interest exists.
- 4.2.7. In order to avoid any perceived conflicts of interest or later claims against WAHC or a supervisor employed by the WAHC, a supervisor shall not date, cohabitate with, or become sexually involved with another employee of a person over whom he/she has a supervisory responsibility unless the supervisor has disclosed the circumstances in writing to the President. The President must provide a written determination that no conflict of interest exists and also that there is no potential for subsequent claims being filed against the WAHC.
- 4.2.8. It is the responsibility of any employee, who has any questions about the propriety of any conduct or transaction that he/she is considering entering into which may be proscribed by these provisions, to obtain written approval of the President of the WAHC prior to taking any such action or entering into any such transaction.
- 4.3. <u>Business Ethics.</u> All employees are expected to conduct business with integrity and honesty. Each employee will be supported in doing so by all

levels of the organization. If at any time an employee believes they have observed deceitful or dishonest conduct, or been asked by a supervisor, fellow employee, owner or employee of a WAHC oversight property, or other individual or entity to conduct business in a deceitful or dishonest way, then the employee is to report such incident(s) to their immediate supervisor or to the next highest level of management. Failure to observe this policy (including obligations to report violations thereof) may be cause for termination and possible legal action.

4.4. <u>Employee Safety.</u> Establishment and maintenance of a safe work environment is the shared responsibility of WAHC and employees from all levels of the organization. WAHC will take all reasonable steps to assure a safe environment and compliance with federal, state and local safety regulations. Employees are expected to obey safety rules and to exercise caution in all their work activities. They are asked to immediately report any unsafe conditions to their supervisor. Employees at all levels are expected to correct unsafe conditions as promptly as possible, to refrain from using and to prevent the use of unsafe equipment they discover.

All accidents that result in injury must be reported to the appropriate supervisor, regardless of how insignificant the injury may appear. Such reports are necessary to comply with state and federal laws and to initiate insurance and workers' compensation procedures.

4.5. <u>Smoking Policy</u>. In keeping with WAHC's intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace. This policy applies equally to all employees, customers and visitors.

4.6. Controlled Substance and Alcohol Abuse Policy.

4.6.1. <u>Drug and Alcohol Use Prohibited.</u> Drug and alcohol use is highly detrimental to the safety and productivity of employees in the workplace. No employee may be under the influence or impairment of any alcohol, legal or illegal drugs while in the workplace, while on duty or while operating a vehicle or equipment owned or leased by WAHC. The unlawful manufacture, possession, distribution, transfer, purchase, sale, use or being under the influence of alcoholic beverages or illegal drugs while on WAHC's property, while on duty, or while operating a vehicle or machine leased by WAHC is strictly prohibited and may lead to disciplinary action up to, and including, termination.

Employees should discuss with their physician whether taking prescription drugs may affect their work performance. Employees should also discuss any limitations on their performance with the

Contract Administrator and obtain permission before beginning or continuing work.

Any employee who feels that he/she has developed an addiction or dependence on alcohol or drugs, or has any other problem concerning alcohol or drugs, is encouraged to seek assistance before it affects work performance or other important aspects of their life. WAHC will make reasonable efforts, without undue hardship, to accommodate employees with a substance abuse problem who voluntarily seek help. Accommodation may include providing a leave of absence in order for the employee to complete rehabilitation or to seek other professional help.

4.6.2. <u>Drug-Free Workplace.</u> WAHC is committed to maintaining a drug-free workplace to protect its employees, clients, vendors and the general public from the serious risks posed by the illegal manufacture, distribution, possession or use of controlled substances. Drug activity threatens and impairs employee health, safety, security, morale and job performance. WAHC will take all reasonable steps to prevent and eliminate it in the workplace.

Employees must notify the Contract Administrator or President, if they are arrested or convicted of an alcohol or criminal drug statute violation occurring in the workplace, no later than five days after such action.

Disciplinary action, including termination, will be taken against any employee who violates the Drug-Free Workplace Act policy.

- 4.6.3. <u>Drug and Alcohol Testing.</u> WAHC will test for the illegal use of drugs or alcohol as follows:
 - Placement Testing. Any offer of employment at WAHC is contingent upon passing a drug test at an authorized facility.
 - Reasonable Cause Testing. Drug and alcohol testing will be required when there is reasonable cause to believe that the employee is using or under the influence of alcohol or drugs.
 - Post-Accident Testing. Drug and alcohol testing may be required when an employee is involved in an accident that results in loss of life, bodily injury requiring medical treatment away from the scene, or damage to property during the work day.

5.0. SEXUAL AND OTHER UNLAWFUL HARASSMENT

The WAHC opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Conduct which may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, e-mails.
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates.
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

If you experience or witness sexual or other unlawful harassment or discrimination in the workplace, such conduct is to be reported immediately to your supervisor. If your supervisor is perceived by you to be a part of or a contributing factor to the problem, then to the RHA Equal Employment Officer. If you cannot report the conduct to your supervisor and the Equal Employment Officer is unavailable, you may also report the conduct to any other supervisor or the President of WAHC. The identity of the Equal Employment Officer will be posted in convenient places throughout the WAHC offices.

You may raise concerns and make reports regarding this kind of prohibited conduct without fear of reprisal or retaliation. You will not be terminated for reporting harassment or participating in an investigation of a claim of harassment. Furthermore, should you experience retaliation or reprisal for bringing such a complaint or should you experience retaliation or reprisal for being a witness or otherwise participating in an investigation of a claim of unlawful harassment, you may also report the reprisal or retaliation, experience

or witnessed, in the same manner as you would report a claim of unlawful discrimination.

All allegations of sexual or other unlawful harassment, reprisal, or retaliation will be quickly and discretely investigated. Confidentiality will be maintained to the extent an effective investigation into the complaint will allow. When the investigation is completed, you will be informed of the outcome of the investigation which you have initiated by your complaint. Any employee, supervisor or manager who becomes aware of possible sexual or unlawful harassment, retaliation or reprisal must immediately advise the Equal Employment Officer or any other member of management, so that the conduct in question may be investigated in a timely, effective and confidential manner and prompt, effective remedial action taken whenever appropriate. Anyone engaging in sexual or other unlawful harassment, discrimination, reprisal activity or retaliatory conduct prohibited within this policy will be subject to disciplinary action up to and including termination of employment.

6.0. USE OF TECHNOLOGY

- 6.1. <u>Business and Personal Use of Technology.</u> It is expected that technology will be used solely for the purpose of conducting business and will not be used for personal, commercial or political purposes. Such technology includes e-mail, voicemail, computers, internet connections, PDA's, pagers and cellular phones. Reasonable use for personal reasons incidental to conducting business will be permitted where:
 - Such use facilitates and enhances the performance by the employee of their job (i.e., use of cellular phone for limited personal phone calls while traveling on company business).
 - The employee exercises discretion in the amount of such use and does not impair the use of such technology for business purposes.
- 6.2. <u>E-Mail Use.</u> WAHC reserves and may exercise the right to monitor, access, and retrieve and delete any matter stored in, created on, received or sent over the e-mail system, for any reason and without permission of the employee. Employees should be aware that deletion of any e-mail messages or files may not truly eliminate the messages from the system. Employees are responsible for deleting electronic mail messages that have been read. Any electronic mail messages that are older than 90 days that need to be saved should be archived or they may be automatically deleted.

Employees are not authorized to retrieve or read any e-mail messages that are not sent to them. Persons authorized to monitor and/or review the electronic mail and accounts of WAHC employees are the following:

- President, WAHC
- Contract Administrator

The Contract Administrator may approve an exception to this policy when an employee is on vacation or is unable to check their e-mail.

The e-mail system may not be used to solicit for religious or political causes, commercial enterprises, outside organizations or other non-job-related projects. It also shall not be used to send or receive copyrighted materials, trade secrets, proprietary financial information, customer lists, or other similar materials without prior authorization.

All communications and information transmitted by, received from, and/or stored in this system are company records and property of WAHC. Employees have no right of personal privacy in any matter stored in, created on, received or sent over WAHC's system.

Employees should write e-mail communications with the same care, judgment, professionalism and responsibility that would be used for letters or other memoranda written on company letterhead. E-mails are sometimes misdirected or forwarded, and may be viewed by persons other than the intended recipient. The conduct of WAHC's employees directly reflects on WAHC. It is of the utmost importance for WAHC to preserve its reputation for professionalism in all its business dealings. Every employee is responsible for using the computer system, including email, in accordance with this policy.

- 6.3. <u>Internet Use.</u> Most employees will be provided with access to the Internet (World Wide Web) to assist them in performance of their job. The Internet can be a valuable source of information and research. It is expected that technology will be used solely for the purpose of conducting business and will not be used for personal, commercial or political purposes. Reasonable use for personal reasons incidental to conducting business will be permitted where:
 - Such use facilitates and enhances the performance by the employee of their job.
 - The employee exercises discretion in the amount of such use and does not impair the use of such technology for business purposes.
- 6.4. <u>General Computer Use.</u> All computer hardware, software, programs, networks and files, including e-mail, are the property of WAHC. Computers and related programs or networks may not be used for personal business use. No software or files, personal or otherwise, may

be loaded onto the company computers without the prior approval of the President.

Wasting computer resources by, among other things, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, engaging in online chat groups, instant messaging, playing games, sending, receiving, downloading, displaying, printing or otherwise disseminating material that is sexually explicit, obscene, harassing, fraudulent, racially offensive, defamatory or otherwise unlawful, disseminating or storing commercial or personal advertisements, solicitations, promotions, destructive programs (i.e., viruses or selfreplicating code), political information or any other unauthorized material is prohibited.

Other inappropriate use includes:

- Deleting, examining, copying, or modifying files and/or data belonging to other users without prior consent.
- Making unauthorized copies of licensed software products or of any data belonging to WAHC.
- Modifying, relocating, or exchanging hardware and software configurations without written authorization from WAHC's President as well as the Reno Housing Authority's Information Systems Analyst.
- Loading or installing programs from the Internet, computer disks or CDs coming in from an outside source without checking for viruses.
- Intentionally impeding other users and/or cause bottlenecks in system processing time through mass consumption of system resources.
 Examples include: running a large number of reports at the same time for the purpose of slowing down the system.
- Taking any unauthorized, deliberate action which damages or disrupts a computing system, alters its normal performance, or causes it to malfunction. This is an inappropriate use, regardless of system location or time duration.
- 6.5. <u>Password and User IDs.</u> Once an employee receives a user ID to access the network and computer systems on the network, he/she is solely responsible for all actions taken while using that user ID.

Employees must keep their user ID(s) and password(s) confidential. All IDs and passwords must be filed in a secure place, not on a desk or bulletin board. Sharing his/her user ID(s) and/or password(s) with another

person is prohibited. In the event that an employee does share his/her user ID(s) and password(s) with another person, the employee will be solely responsible for the actions of that person conducted with his/her user ID(s) and/or password(s).

All employees who use password protection must provide their personal computer file passwords to the Information Systems Analyst or his/her designated representative upon request. All such passwords used in conjunction with WAHC's information network resources are the proprietary information of WAHC. Any expenses incurred by WAHC as a result of a violation of this policy shall be the financial responsibility of the offending employee. Passwords will be changed as directed by the Information Systems Analyst.

It is the employee's responsibility to shutdown open applications, e.g. Project Portfolio, and logout or lock the desktop when they leave the office after work.

7.0. PRIVACY POLICY

All offices, desks, computers, e-mail, files (electronic and paper), and lockers or other storage facilities are property of WAHC, and the privacy or confidentiality of any personal or confidential information contained therein is not the responsibility of WAHC. Employees are not permitted to password or protect documents or directories without the knowledge and permission of the Information Systems Analyst.

Although WAHC may undertake reasonable efforts to respect the privacy of its employees and the confidentiality of any personal information which may be stored by the employee on the premises or on electronic media (most commonly e-mail), WAHC cannot guarantee that such information will be kept private (such as, for example, if it is discovered during the normal course of conducting business). This means that employees' desks, computers and offices may be accessed by authorized personnel if dictated by business needs while an employee is out of the office, on vacation or during routine maintenance, rearranging of offices and/or computer systems, etc.

8.0. EMPLOYEE BENEFITS POLICY

8.1. <u>Holidays.</u> WAHC will grant time off to all employees on the twelve holidays listed below.

New Year's Day Martin Luther King Day Presidents Day January 1 3rd Monday in January 3rd Monday in February

Memorial Day Juneteenth Day Independence Day Labor Day Nevada Day Veterans' Day Thanksgiving Day Family Day Christmas Day Last Monday in May June 19 July 4 1st Monday in September Last Friday in October November 11 4th Thursday in November Day after Thanksgiving Day December 25

In addition, for all employees who have been employed for at least six months, their birthday (or other day of their choosing with the supervisor's consent) as an annual Floating Holiday. The Floating Holiday must be used within the current fiscal year it was earned.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

Employees shall be paid for designated holidays as specified for part-time or full-time employees except that their pay shall be in proportion to the amount of time, they are regularly scheduled to work on each such holiday.

To be eligible for holiday pay, an employee must have worked his/her full regularly scheduled workday before and after the holiday, unless in an approved paid time off status (annual, sick or bereavement leave).

8.2. <u>Annual Leave.</u> Each full-time regular employee will be entitled to and accrue annual leave on a biweekly basis with a maximum accumulation at a rate based on years of service with WAHC as detailed below. New Employees will commence to accrue annual leave at the start of the first pay period occurring after 30 days of employment.

Years of Service	Annual Leave Hours Accrued Biweekly	Annual Leave Hours Accrued Biweekly	Annual Leave Hours Accrued Biweekly
	21 Hour Work Week	30 Hour Work Week	40 Hour Work Week
0-4	2.00	3.00	4.00
5-9	3.00	4.25	5.50
10-14	3.50	5.00	6.50

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15-19	4.50	6.25	8.00
20 or more	5.00	7.00	9.00

Part-time regular employees will be entitled to accumulate annual leave on a pro-rated basis.

Each employee will be allowed vacation credits at the established rate while absent on paid annual or sick leave.

Terminating employees who have been employed for over six months will be paid for all accrued annual leave. The maximum number of hours to be paid for terminating employees will be no more than two years of annual leave to be calculated as 52 pay periods times the biweekly accrual rate.

Accumulation of Annual Leave: Annual leave credits of full-time and parttime regular employees may accumulate from calendar year to calendar year, but a uniform ceiling will be established on annual leave accruals as follows:

- All employees may accrue no more than two years of annual leave (52 pay periods X biweekly accrual rate).
- After the ceiling is reached, no further accrual will occur.
- Annual Leave Payout. An employee with ten (10) years of service or more is eligible to cash out up to 40 hours of accrued vacation leave if, as of November 1, of any given year he/she has accrued 75% or more of the maximum number of hours which can be accrued for their years of service. Requests for cashing out will be submitted in writing to the Director of Administration no later than November 30th and will be paid in the next available pay period.
- 8.3. <u>Sick Leave</u>. Each full-time regular employee will be entitled to accrue sick leave on a biweekly basis at the rate of four hours per pay period with a maximum accumulation of 400 hours. -Terminating employees will be paid at the rate of one hour's pay for every two hours of sick leave accrued

Part-time regular employees will be entitled to accumulate sick leave on a pro-rated basis.

The maximum number of hours to be paid for terminating employees will be no more than one-half of 400 hours (200 hours) of sick leave, and no more than 40 hours of accrued compensatory time.

8.4. **Family and Medical Leave Act**. Notwithstanding any provision contained in the preceding paragraph, commencing August 1, 1993, a regular employee who has at least 12 months' continuous service with the employer (and 1,250 hours or more of service during the prior year) is eligible for unpaid family or medical care leave for up to 12 weeks during a 12-month period measuring backward. The employee will be eligible to return to employment in the same position or an equivalent position with equivalent benefits and pay after his/her return from unpaid family care leave.

An employee may apply for family care leave in connection with:

- The birth or adoption of a child of an employee (including the placement of a child with an employee for foster care);
- To care for a son or daughter who has a serious health condition;
- To care for a parent or spouse of an employee who has a serious health condition, the term "spouse" means the spouse in a marriage recognized at common law and spouse in a same sex marriage.
- To permit the employee to recover from a serious health condition which makes the employee unable to perform the functions of his/her position.
- To care for a covered family member's active duty or call to duty in the armed forces.
- To care for an injured or ill service member.
- A serious health condition is defined as an illness, impairment or physical or mental condition which involves inpatient care in a care in a hospital, hospice or residential medical care facility or continuing treatment or continuing supervision by a health care provider. The employee will be required to provide a certification from the health care provider of the person requiring care, stating that the serious health condition meets the specific requirements as defined above.
- To the extent that the employee's need for leave is foreseeable, the employee must provide a 30-day advance notice to the Authority and, when practical, should make reasonable efforts to schedule the leave to avoid disruption of the Authority's operations, subject to the advice and approval of the health care provider of the individual requiring the treatment or supervision.
- Prior to being eligible for unpaid family care leave the employee must first utilize and expend any accrued sick leave and annual leave. During unpaid family care leave the employee does not earn vacation or sick leave credits, and neither gains nor loses seniority.

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- In those exceptional cases where an employee has exhausted all unpaid leave due to illness, and is not eligible to receive pay, the Executive Director, at his/her discretion, may grant an additional medical leave of absence for a period not to exceed 90 days and in accordance with insurance requirements under which the Authority receives coverage for basic medical, major medical, life insurance, dental insurance, accidental death and dismemberment. During the time medical leave of absence is in effect, the Authority continues to pay premiums on insurance benefits just as if the employee remained on the payroll. The employee, however, is responsible for payroll deductions such as credit union and others. During this time, the employee does not earn vacation or sick leave credits and neither gains nor loses seniority. Authorized unpaid leaves of absences of more than 10 consecutive work days will be deducted from continuous service. The employee's anniversary and/or probationary date will be adjusted accordingly.
- 8.5. <u>Bereavement Leave.</u> In the event of a death in the immediate family (spouse, parent, child, brother/sister, grandparent, grandchild, niece/nephew, mother/father-in-law) an employee will be granted up to three days off with pay, if requested. Where long distance travel (greater than 400 miles from Reno) is involved in attending memorial services, five days may be provided with the approval of the President.
- 8.6. <u>Military Leave.</u> A military leave of absence will be granted to employees to attend scheduled drills or training or if called to active duty with the U.S. armed services. Unless required by applicable state or federal laws, the leave will be unpaid. However, if the leave, or any part thereof, is unpaid, employees may use any available vacation leave for that part of the leave which is unpaid.
- 8.7. <u>Jury Duty.</u> WAHC encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees will be paid their usual salary for the length of absence. Employees are required to remit to WAHC any compensation received from the court, except mileage reimbursement, in order to qualify for this paid jury duty.
- 8.8. <u>Qualified Individuals With a Disability Reasonable</u> <u>Accommodation.</u> WAHC will make every reasonable accommodation for qualified individuals with known disabilities and employees whose work requirements interfere with a religious belief, unless doing so would result in an undue hardship to WAHC or cause direct threat to health or safety. When an employee is not able to properly perform his/her essential job functions, with or without reasonable accommodation, termination may be

necessary. If an employee becomes unable to perform the essential functions of his/her position due to a disability, the employee should advise his/her supervisor or the President in writing of the circumstances and any request for accommodation. WAHC will then conduct an investigation to determine whether a reasonable accommodation can be made, without undue hardship, that will enable the employee to perform his/her essential job functions. If the accommodation is reasonable and will not impose undue hardship on WAHC, the accommodation will be made.

WAHC may rely on one or more doctor's opinions, if there is any question whether an employee's continued work may pose a safety or health risk to others or if there is reason to believe the employee may not be able to meet the demands of his/her job.

- 8.9. <u>On-the-job Injury Benefits Worker's Compensation.</u> All employees are covered for Worker's Compensation and WAHC pays 100 percent of the contribution.
 - When an employee is eligible for industrial injury compensation, that employee may use accumulated sick leave to bring total biweekly compensation up to full wage. To be entitled to this benefit, the employee must return all industrial injury payments to WAHC. In no event will an employee be allowed to receive industrial injury compensation and sick leave compensation from the WAHC. This benefit does not apply to temporary employees.
 - Whenever medically and administratively feasible, WAHC will provide light duty work. WAHC may send, at its expense, an injured worker to a physician to ascertain whether light duty work would be physically harmful to the employee.
 - When an employee is hurt on the job, it is his/her responsibility to report the injury immediately to his/her supervisor. Failure to report a job-related injury/disease promptly could forfeit the right to industrial injury benefits. Failure to report a job-related accident/disease, no matter how minor, may be subject to disciplinary action, including termination of employment.
- 8.10. <u>401k Retirement Plan.</u> WAHC will provide each regular employee with a pension plan contribution of 5% of wages after six months of continuous employment. Wages will consist of the employee's base wage. Payments will be calculated and deposited with the retirement plan trustee each pay period. Employees may choose to contribute to the retirement plan as permitted by law.

- 8.11. <u>Insurance Plans.</u> WAHC will pay 100% of the employee only cost for each full-time employee and for each qualified part-time employee on a prorated basis for the insurance plans available through the City of Reno. The plans consist of health, dental, vision and life insurance. If the employee elects employee and spouse coverage, or employee and dependent coverage or employee and family coverage, WAHC will pay the following percent share of health costs for the coverage category selected by the employee:
 - Employee only coverage 100%
 - Employee and dependent coverage 75% of the total combined cost
 - Employee and spouse coverage 75% of the total combined cost
 - Employee and family coverage 75% of the total combined cost

Vision Plan. WAHC will pay 100% for each full-time regular employee and for each qualified part-time regular employee on a pro-rata basis for the vision plan provided. Each employee may elect to have dependent coverage on the vision plan at their own expense. WAHC will not contribute any funds toward dependent coverage.

Life Insurance. WAHC will provide as part of the insurance package life insurance equal to employee's base annual salary rounded to the nearest \$1,000 to each full-time employee and each qualified part-time employee.

New employees shall begin coverage on the first of the month following the employee's 30 days of continuous employment. Premiums are paid in advance and will be deducted from the employee's bi-weekly pay checks.

Specific medical insurance and plan benefits are not set forth in this policy. It is understood that the plans themselves do, from time to time change and these changes may affect the plan costs. WAHC assumes no responsibility for replacement of benefits which may be changed by the plan. It is understood that Major Medical Plans can only be changed during open enrollment periods as announced by WAHC. Open enrollment will occur annually. Employees will be notified prior to the start of Open Enrollment which generally starts the last week of November. Benefit changes made during Open Enrollment will be effective starting the upcoming calendar year in January.

8.12. <u>Social Security</u>. WAHC will match the employee's contributions to the Federal Social Security retirement system and Medicare system as required by law.

9.0. COMPENSATION POLICY

9.1. <u>Timekeeping.</u> Accurate timekeeping is the responsibility of every employee. Federal and state laws require the employer to keep accurate time records in order to calculate employee pay and benefits. Employees must accurately record the total number of hours worked each day. Overtime or compensatory work must always be approved before it is performed.

It is the employee's responsibility to sign his/her time record to certify the accuracy of all time recorded. The supervisor will review and then initial the time record before submitting it to payroll for processing.

- 9.2. <u>Paydays.</u> All employees are paid bi-weekly on every other <u>WednesdayFriday</u>. Each bi-weekly pay will include earnings for all work performed through the end of the previous payroll period.
- 9.3. <u>Meal/Rest Periods.</u> All employees shall be granted a non-paid lunch period of one hour during each full work shift. Whenever possible, such meal periods shall be scheduled in the middle of the workday. A rest period of 15 minutes shall be permitted for all employees for each fourhour work period.
- 9.4. <u>Overtime.</u> When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive prior written authorization.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state laws at the following rate(s):

- One and one-half times straight-time rate for all hours over 40 in a given workweek.
- Time worked on official holidays will be computed at double time. No employee shall work on an official holiday without prior written authorization from their supervisor.
- <u>Regular Employees. Compensatory time may be given to regular nonexempt employees in lieu of overtime worked at 1.5 hours for each hour worked in excess of the basic work week of 40 hours. Compensatory time will not accrue for conference participation. Regular employees may accrue compensatory time to a maximum of 80 hours. Compensatory time must be taken within six months of accrual.
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 for conference participation. Regular employees may accrue compensatory time to a maximum of 80 hours. Compensatory time must be taken within six months of accrual.

As required by law, overtime pay is based on actual hours worked. Any leave of absence will not be considered hours worked for purposes of performing overtime calculations. Employees who work overtime without receiving prior authorization from the supervisor may be subject to disciplinary action.

- 9.5. <u>Annual Bonus.</u> The President of WAHC has been authorized by the Board of Trustees to make an annual payment of up to 15% of each employee's base salary each October to employees directly involved in Section 8 Contract Administration. If all IBPS goals are met throughout the year, then the full 15% bonus will be paid to all employees who worked throughout the full year. If an employee worked for a shorter period, or if all IBPS goals are not met by WAHC, then the amount, if any, will be determined by the President at his/her discretion.
- 9.6. <u>Airline Mileage Awards.</u> Employees traveling on business for WAHC are permitted to retain as part of their compensation the mileage credit awarded by the airline(s) on which they travel, and any "vouchers" or "coupons" for free flights received in exchange for being "bumped" from a flight. Employees may not delay their business travel, fly other than by the most direct route possible, or purchase tickets that are of greater cost to WAHC than are otherwise readily available in order to insure the receipt of mileage credit or other airline inducements.

Employees may also retain as part of their compensation any airline mileage credits awarded in connection with the use of the employee's personal airline "affinity" credit card when the employee uses the card for business travel, regardless of whether the travel expense is reimbursed by WAHC.

9.7 Salary Grades. Salary grades are established to provide a scale or "yardstick" to use in measuring differences among jobs. The scale consists of a series of grades which have been defined in terms of the range of jobs to be rated. The grade definitions will be written in such a manner that they define differences in levels of duties, responsibilities, and requirements. (Attachment A)

All WAHC employees will receive an annual performance review. An adjustment to the step within the Salary Grade may be provided to

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employees who receive a positive annual performance review, as determined by their immediate supervisor. Step increases will follow the table in Attachment A and will cease with step 8.

- 9.8 Cost of Living Increases. The Board of Trustees may consider a costof-living adjustment on an annual basis. The cost-of-living increase, if adopted, will take effect the first full pay period following the Board of Trustees approving the increase.
- 9.9 Reclassification. Positions may be reclassified based on requests by the Contract Administrator and approval of the President. Reclassification resulting in an increase of 5% or greater will change the employees annual increase date to 12 months after the effective date of the reclassification.

9.10 Bilingual Pay. Any employee that translates as a requirement of their position will receive fifteen dollars (\$15.00) per pay period, regardless of the number of translations, if requested to translate for a participant of a WAHC program during the course of a regular work shift. The employee will be required to complete the Employee Translation pay request form. This form must be signed by the department Director and submitted with the employee's corresponding timecard in order to receive Bilingual Pay.

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10.0. IMMIGRATION LAW COMPLIANCE

WAHC is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification for I-9 and present documentation establishing their identity and that they are authorized to work in the United States. Former employees who are rehired must also complete the form if they have not completed an I-9 with WAHC within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resources Specialist. Employees may WAHC Personnel Policies Manual

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raise questions or complaints about immigration law compliance without fear of reprisal.

11.0 ATTACHMENT A – 8 Step Wage Scale

Washoe Affordable Housing Corporation Effective 5/9/2022

Pay	8 Step Hourly								
Grade	FY22 Entry	1	2	3	4	5	6	7	8
0	48.42	50.84	53.38	56.05	58.85	61.79	64.88	68.12	71.53
1	44.02	46.22	48.53	50.96	53.51	56.19	59.00	61.95	65.05
2	41.92	44.02	46.22	48.53	50.96	53.51	56.19	59.00	61.95
3	38.05	39.95	41.95	44.05	46.25	48.56	50.99	53.54	56.22
4	32.95	34.60	36.33	38.15	40.06	42.06	44.16	46.37	48.69
5	31.38	32.95	34.60	36.33	38.15	40.06	42.06	44.16	46.37
6	29.89	31.38	32.95	34.60	36.33	38.15	40.06	42.06	44.16
7	28.47	29.89	31.38	32.95	34.60	36.33	38.15	40.06	42.06
8	27.11	28.47	29.89	31.38	32.95	34.60	36.33	38.15	40.06
9	25.82	27.11	28.47	29.89	31.38	32.95	34.60	36.33	38.15
10	24.59	25.82	27.11	28.47	29.89	31.38	32.95	34.60	36.33
11	23.42	24.59	25.82	27.11	28.47	29.89	31.38	32.95	34.60
12	22.30	23.42	24.59	25.82	27.11	28.47	29.89	31.38	32.95
13	21.24	22.30	23.42	24.59	25.82	27.11	28.47	29.89	31.38
14	20.23	21.24	22.30	23.42	24.59	25.82	27.11	28.47	29.89
15	19.27	20.23	21.24	22.30	23.42	24.59	25.82	27.11	28.47
16	18.35	19.27	20.23	21.24	22.30	23.42	24.59	25.82	27.11
17	17.48	18.35	19.27	20.23	21.24	22.30	23.42	24.59	25.82
18	16.65	17.48	18.35	19.27	20.23	21.24	22.30	23.42	24.59

Contract Administrator - Grade 7

Compliance Auditor – Grade 10

Program Assistant – Grade 16

WAHC Personnel Policies Manual

Approved 10/24/2024

AGREEMENT AND ACKNOWLEDGMENTOF RECEIPT OF WAHC POLICY MANUAL AND AT-WILL EMPLOYMENT

Employer and Employee acknowledge that this Policy Manual sets forth WAHC's employment policies and procedures regarding employment. Employer and Employee further agree that none of these policies and procedures can be amended, modified or altered in any way by oral statements or in any other way, except by written amendment formally adopted by the Board of Trustees of WAHC.

I understand that the WAHC Personnel Policy Manual does not create any contract rights between WAHC and myself. I understand and agree that my employment with WAHC is at will and that my employment with WAHC may be terminated at any time, with or without cause, at the option of either WAHC or myself.

I hereby acknowledge receipt of the Policy Manual from WAHC. I have thoroughly read and understand WAHC policies and rules set forth in the Policy Manual and agree to abide by them.

Employee's Signature

Date

Employee's Name (Typed or Printed)

WASHOE AFFORDABLE HOUSING CORPORATION

PERSONNEL POLICIES MANUAL

Approved by Resolution 22-04-01 WA

Amended by Board Approval on December 17, 2024

Effective December 17, 2024

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1.0. INTRODUCTION

The purpose of this Manual is to acquaint you with WAHC's organization and provide you with information about our working environment, employee benefits and some of the policies affecting your employment. It is the responsibility of each employee to read and understand this Manual. If anything is not clear to you, please ask for an explanation.

The policies and guidelines contained in this Manual do not create any contract or employment rights. WAHC retains the sole discretion to modify, delete or add to this Manual, in writing, at any time. When such amendments are made, each employee will be provided with a written statement of the amendment and will be required to acknowledge they have received and read the amendment. None of these policies or procedures can be amended, altered or modified in any way and may only be changed by written amendment adopted by the Board of Trustees of WAHC. No individual has authority to waive in any respect as to any employee of WAHC the at-will employment relationship set out in Section 2.0 of these policies.

2.0. AT-WILL EMPLOYMENT POLICY

WAHC's employment policy is "at-will". Under the at-will policy, neither you nor WAHC is committed to continuing the employment relationship for any specific time. Rather, the employment relationship will continue at will. Either side may terminate the relationship at any time, with or without notice or cause. In deciding to work for WAHC, or continuing to work for WAHC, you must understand and accept these terms of employment.

3.0. HIRING / EMPLOYMENT / TERMINATION

3.1. <u>Nature of Employment.</u> This Manual is intended to provide employees with a general understanding of WAHC personnel policies. Employees are encouraged to familiarize themselves with the contents of this Manual.

While this Manual will answer many common questions about employment, it is not possible to anticipate every situation or answer every question about employment. This manual is not an employment contract and is not intended to create contractual obligations of any kind. Neither the employee nor WAHC is bound to continue the employment relationship, if either chooses, at its will, to end the relationship at any time, as stated in Section 2.0, above, and other places within this Personnel Policies Manual. In order to retain necessary flexibility in the administration of policies and procedures, WAHC reserves the right to change at any time, revise or eliminate any of the policies and/or benefits described in this Manual or to eliminate the manual in it's entirety. None of these policies or procedures can be amended, altered or modified in any way by oral statements, but can only be changed by written amendment adopted by the Board of Trustees of WAHC. WAHC, through its Board of Trustees, reserves the right to be the sole judge of whether there has been any violation or deviation from the policies and procedures set forth in this manual.

- 3.2. Equal Employment Opportunity. WAHC seeks to develop and maintain a work environment that values the dignity of each individual, utilizes human resources to their fullest potential, and ensures a high-quality workforce that reflects the diversity of the community we service. It is the policy and the intent WAHC to provide equality of opportunity in employment for all persons; to prohibit discrimination because of race, color, religion, sex, sexual orientation, gender identity, age, disability, genetic information, military or veteran status or national origin, in all aspects of personnel policies, programs, practices, operations, and in all its working conditions and relationships with employees and applicants for employment. To that end, discriminatory conduct by any employee, client, vendor or service provider is strictly prohibited. WAHC will analyze its personnel actions rigorously to ensure compliance with this policy.
- 3.3. <u>Employment Applications.</u> WAHC relies on the accuracy and truthfulness of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process. If any information provided by the applicant on the employment application or during the hiring process is found to be false, untruthful or misleading, this information may result in WAHC's rejection of the individual for further consideration for employment or, if the person has been hired, termination of employment.
- 3.4. <u>Overtime Employment Categories.</u> Upon hiring, or thereafter, all employees are assigned to an Overtime Compensation category of exempt or non-exempt from overtime compensation. The classification of an employee as exempt or non-exempt from overtime compensation requirements is made in accordance with state and federal wage and hour laws.
- 3.5. <u>Temporary/Regular Employees.</u> Temporary employees fill positions that are budgeted for 12 months or less. Temporary employees are not eligible for WAHC benefit programs except as provided by applicable law.

Regular employees fill positions that are budgeted for more than 12 months. Regular employees are eligible to participate in WAHC's benefit programs.

3.6. <u>Work Schedules.</u> Work schedules for employees may vary throughout WAHC. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

In the sole discretion of WAHC management, flextime scheduling may be available in some cases for the purpose of allowing employees to vary their starting and ending times within established limits so long as the needs and requirements of WAHC are not adversely affected. For overtime purposes, the work week shall begin on Monday at 12:01 a.m. and end on Sunday at 12:00 midnight.

- 3.7. <u>Outside Employment.</u> Employees are required to notify the President of WAHC in writing of any secondary or concurrent employment outside the service of WAHC. Employees may hold outside jobs which do not constitute a conflict of interest and are not incompatible with WAHC employment as long as they meet the performance standards of their job with WAHC. Employees will be judged according to the same performance standards and subject to WAHC's scheduling demands, the employees' outside work requirements notwithstanding.
- 3.8. <u>Employment Reference Checks.</u> From time to time, WAHC will receive requests to verify employment, usually on behalf of those employees who are trying to obtain mortgage loans or other financing. It is WAHC's policy to respond to such inquiries only with the written permission of the employee.

When an employee terminates his/her employment with WAHC, the President or designated staff person will respond to reference check inquiries from other employers. Responses to such inquiries will confirm only dates of employment and position(s) held. No additional employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

- 3.9. <u>Personnel Data Changes.</u> It is the responsibility of each employee to promptly notify the Human Resources Specialist in writing of any changes in personnel data. Personnel mailing addresses, telephone numbers, individuals to be contacted in the event of emergency, and other such status reports should be accurate and current at all times.
- 3.10. <u>Employment Terminations, Layoffs and Recalls.</u> WAHC's employment policy is "at-will". WAHC and its employees are free to terminate the employment relationship at any time with or without cause.

When an employee leaves the employment of WAHC, generally the designated staff person will schedule an exit interview for the departing employee. The exit interview will afford an opportunity to discuss such issues as employee benefits and return of WAHC-owned property. In addition, the employee will receive an Exit Interview Questionnaire. Completing this form is voluntary and all comments will be kept confidential.

Employees will receive their final pay in accordance with applicable law.

Layoffs and recalls will be made at the discretion of WAHC management on the basis of numerous factors including, but not limited to, skills, knowledge, education, past disciplinary record, attendance, production, nature of the employee's work and the needs of WAHC. An employee who is laid off will not accrue benefits during the layoff period.

A "layoff" of personnel is where WAHC is unable to continue a full-time employee (who has rendered satisfactory services) in his/her current position because of budget cuts, reorganization or discontinuance or curtailment of a department, project, position or area of service, and is unable to offer some other mutually satisfactory assignment, the employee shall be released. Notification of release should be given to the employee, in writing, by the President or his/her designee 15 days in advance of the date of suspension.

- 3.11. <u>Return of WAHC Property.</u> Employees are responsible for the following items issued to them or in their possession or control:
 - Credit cards Equipment Keys ID Badge Manuals Written Materials

All property must be returned by employees on or before their last day of work.

4.0. EMPLOYEE CONDUCT

4.1. <u>Employee Conduct and Work Rules.</u> To assure orderly operations and provide the best possible work environment, WAHC expects all employees to follow rules of conduct that will protect the interests and safety of WAHC, its employees and guests.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. Listed below are examples of infractions of rules of conduct that may result in disciplinary action, including suspension or termination of employment. The listing of the following prohibited actions, improper actions and work standard rules does not in any way detract from or alter the right of WAHC or the employee to terminate the employment relationship at any time, with or without cause.

- Inefficiency, lack of productive effort or other unsatisfactory work performance.
- Theft or inappropriate removal or possession of private or WAHC property.
- Willful destruction or defacement of private or WAHC property.
- Falsification or misrepresentation of information on any forms or records including, but not limited to, timekeeping records, employment applications, and WAHC personnel records.
- Working or being on WAHC premises or WAHC oversight properties while under the influence of alcohol or illegal drugs.
- Violation of traffic or parking regulations using employee or rental vehicles while on WAHC business. Also, failure to properly report any type of accident while on WAHC business.
- Fighting or engaging in any behavior which is physically assaultive, indicates a potential for violence (e.g. throwing objects, shaking fists, destroying property, etc.) or represents a threat to harm another individual or endanger the safety of others.
- Carrying, either concealed or unconcealed, firearms, weapons, or unauthorized knives on WAHC premises (including the WAHC parking lot), in the employee's vehicle or any other vehicle being used for WAHC business at any time, or on the premise of any oversight property.
- Insubordination.
- Violation of the privacy rights of others including, but not limited to, searching desks or stalking.
- Three consecutive days of unreported absence (which shall constitute job abandonment without any further notice to the absent employee).
- Excessive number of absences or tardiness (excluding absences required by federal or state law concerning employee leaves of absence).

- Smoking in prohibited or unauthorized areas.
- Sexual or other unlawful harassment or discrimination.
- Unauthorized use of WAHC time, materials or equipment for personal activities.
- Making defamatory or false statements detrimental to WAHC's operation or good standing.
- Participation in organized gambling, betting, a lottery, or any other game of chance at any time while on WAHC property or any WAHC oversight property.
- The sale, use, possession, or distribution of alcoholic beverages, illegal drugs or controlled substances, or other intoxicants in any way that may interfere with work, on WAHC premises or any WAHC oversight properties, or coming to work under their influence.
- Failure to comply with safety rules set forth in applicable WAHC, state, and federal safety standards, or failure to otherwise recognize safety procedures in performing work for WAHC.
- Failure to report immediately to supervisory personnel any accident or injury suffered by the employee.
- Solicitation or distribution of electronic, written or printed matter in violation of WAHC policy.
- Dishonest, unprofessional or unethical conduct of any nature.
- Inability to maintain a satisfactory working relationship with owners, property management staff or WAHC employees.
- Altering, mutilating, abusing, or wasting property, facilities, records, or equipment belonging to WAHC or located on WAHC property, or any WAHC oversight property.
- Violation of any WAHC rule, policy or regulation.

In determining the degree of disciplinary action, full consideration will be given to the seriousness of the substandard performance or the offense, the intent and attitude of the employee, and the environment in which the offense took place. As previously stated, the WAHC reserves the right to be the sole judge of whether or not there has been a violation of these policies and if so, the appropriate level of disciplinary action to be taken in response.

- 4.2. <u>Conflict of Interest.</u> All employees must avoid any action, whether or not specifically prohibited by this section, which might result in or create the appearance of using his/her employment or official title or capacity with WAHC for personal and/or private gain.
 - 4.2.1. <u>Accepting Gifts.</u> Except as provided in paragraph 4.2.2, employees must not solicit or accept, directly or indirectly, a gift, gratuity, favor, entertainment, loan, or any other thing of value, from a person, government employee or official, or business entity or a group of persons, who or which:
 - Has, or is seeking, a contractual or other business or financial relationship with the WAHC;
 - Conducts operations or activities that are monitored or reviewed by WAHC; or
 - Has interest, or whose members or clients have interests, that may be substantially affected by actions of WAHC.

4.2.2. Exceptions to the provisions of section 4.2.1:

- When circumstances make it clear that family relationships are the motivating factor for a gift, entertainment or favor;
- Acceptance of food and refreshments of nominal value on occasions in the course of a business meeting in which the employee is properly in attendance;
- Acceptance by an employee of loans from banks or other financial institutions on customary terms;
- Acceptance by an employee of unsolicited advertising or promotional material, such as pens, pencils, plaques, note pads, calendars, and other items of nominal intrinsic value;
- Participation by an employee at a luncheon, dinner, conference or similar gathering sponsored by a trade, technical, professional or other association or similar group for discussion of matters related to the work of WAHC. Participation must be approved in advance by employee's supervisor as being in the interest of WAHC.

- 4.2.3. Employees must not solicit contributions for a gift to an official superior, make donations as a gift to an official superior or accept gifts from an employee receiving less pay than himself/herself. However, this paragraph does not prohibit voluntary gifts of nominal value or donations of modest value made because of special circumstances such as marriage, illness or retirement.
- 4.2.4. Employees must not engage in outside employment or other outside activity not compatible with the full and proper discharge of the employee's official duties and responsibilities, nor engage in any outside activity that may establish relationships or property interests that may result in a conflict between private interests and the employee's official duties. Under no certain circumstances should employees accept employment, with or without compensation, with any person or business entity doing business with WAHC.
- 4.2.5. Employees must not receive any salary or anything of monetary value from a private source as compensation for their services performed in the course of their duties with WAHC.
- 4.2.6. In order to avoid any conflict of interest, perceived conflict of interest of later claims against WAHC or an employee, employees shall not date, cohabitate with, or become sexually involved with a manager, owner, employee, or tenant of a WAHC oversight property unless the employee has disclosed the circumstances in writing to the President and received a written determination that no conflict of interest exists.
- 4.2.7. In order to avoid any perceived conflicts of interest or later claims against WAHC or a supervisor employed by the WAHC, a supervisor shall not date, cohabitate with, or become sexually involved with another employee of a person over whom he/she has a supervisory responsibility unless the supervisor has disclosed the circumstances in writing to the President. The President must provide a written determination that no conflict of interest exists and also that there is no potential for subsequent claims being filed against the WAHC.
- 4.2.8. It is the responsibility of any employee, who has any questions about the propriety of any conduct or transaction that he/she is considering entering into which may be proscribed by these provisions, to obtain written approval of the President of the WAHC prior to taking any such action or entering into any such transaction.
- 4.3. <u>Business Ethics.</u> All employees are expected to conduct business with integrity and honesty. Each employee will be supported in doing so by all

levels of the organization. If at any time an employee believes they have observed deceitful or dishonest conduct, or been asked by a supervisor, fellow employee, owner or employee of a WAHC oversight property, or other individual or entity to conduct business in a deceitful or dishonest way, then the employee is to report such incident(s) to their immediate supervisor or to the next highest level of management. Failure to observe this policy (including obligations to report violations thereof) may be cause for termination and possible legal action.

4.4. <u>Employee Safety.</u> Establishment and maintenance of a safe work environment is the shared responsibility of WAHC and employees from all levels of the organization. WAHC will take all reasonable steps to assure a safe environment and compliance with federal, state and local safety regulations. Employees are expected to obey safety rules and to exercise caution in all their work activities. They are asked to immediately report any unsafe conditions to their supervisor. Employees at all levels are expected to correct unsafe conditions as promptly as possible, to refrain from using and to prevent the use of unsafe equipment they discover.

All accidents that result in injury must be reported to the appropriate supervisor, regardless of how insignificant the injury may appear. Such reports are necessary to comply with state and federal laws and to initiate insurance and workers' compensation procedures.

4.5. <u>Smoking Policy</u>. In keeping with WAHC's intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace. This policy applies equally to all employees, customers and visitors.

4.6. <u>Controlled Substance and Alcohol Abuse Policy.</u>

4.6.1. <u>Drug and Alcohol Use Prohibited.</u> Drug and alcohol use is highly detrimental to the safety and productivity of employees in the workplace. No employee may be under the influence or impairment of any alcohol, legal or illegal drugs while in the workplace, while on duty or while operating a vehicle or equipment owned or leased by WAHC. The unlawful manufacture, possession, distribution, transfer, purchase, sale, use or being under the influence of alcoholic beverages or illegal drugs while on WAHC's property, while on duty, or while operating a vehicle or machine leased by WAHC is strictly prohibited and may lead to disciplinary action up to, and including, termination.

Employees should discuss with their physician whether taking prescription drugs may affect their work performance. Employees should also discuss any limitations on their performance with the Contract Administrator and obtain permission before beginning or continuing work.

Any employee who feels that he/she has developed an addiction or dependence on alcohol or drugs, or has any other problem concerning alcohol or drugs, is encouraged to seek assistance before it affects work performance or other important aspects of their life. WAHC will make reasonable efforts, without undue hardship, to accommodate employees with a substance abuse problem who voluntarily seek help. Accommodation may include providing a leave of absence in order for the employee to complete rehabilitation or to seek other professional help.

4.6.2. <u>Drug-Free Workplace.</u> WAHC is committed to maintaining a drug-free workplace to protect its employees, clients, vendors and the general public from the serious risks posed by the illegal manufacture, distribution, possession or use of controlled substances. Drug activity threatens and impairs employee health, safety, security, morale and job performance. WAHC will take all reasonable steps to prevent and eliminate it in the workplace.

Employees must notify the Contract Administrator or President, if they are arrested or convicted of an alcohol or criminal drug statute violation occurring in the workplace, no later than five days after such action.

Disciplinary action, including termination, will be taken against any employee who violates the Drug-Free Workplace Act policy.

- 4.6.3. <u>Drug and Alcohol Testing.</u> WAHC will test for the illegal use of drugs or alcohol as follows:
 - Placement Testing. Any offer of employment at WAHC is contingent upon passing a drug test at an authorized facility.
 - Reasonable Cause Testing. Drug and alcohol testing will be required when there is reasonable cause to believe that the employee is using or under the influence of alcohol or drugs.
 - Post-Accident Testing. Drug and alcohol testing may be required when an employee is involved in an accident that results in loss of life, bodily injury requiring medical treatment away from the scene, or damage to property during the work day.

5.0. SEXUAL AND OTHER UNLAWFUL HARASSMENT

The WAHC opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Conduct which may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, e-mails.
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates.
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

If you experience or witness sexual or other unlawful harassment or discrimination in the workplace, such conduct is to be reported immediately to your supervisor. If your supervisor is perceived by you to be a part of or a contributing factor to the problem, then to the RHA Equal Employment Officer. If you cannot report the conduct to your supervisor and the Equal Employment Officer is unavailable, you may also report the conduct to any other supervisor or the President of WAHC. The identity of the Equal Employment Officer will be posted in convenient places throughout the WAHC offices.

You may raise concerns and make reports regarding this kind of prohibited conduct without fear of reprisal or retaliation. You will not be terminated for reporting harassment or participating in an investigation of a claim of harassment. Furthermore, should you experience retaliation or reprisal for bringing such a complaint or should you experience retaliation or reprisal for being a witness or otherwise participating in an investigation of a claim of unlawful harassment, you may also report the reprisal or retaliation, experienced

or witnessed, in the same manner as you would report a claim of unlawful discrimination.

All allegations of sexual or other unlawful harassment, reprisal, or retaliation will be quickly and discretely investigated. Confidentiality will be maintained to the extent an effective investigation into the complaint will allow. When the investigation is completed, you will be informed of the outcome of the investigation which you have initiated by your complaint. Any employee, supervisor or manager who becomes aware of possible sexual or unlawful harassment, retaliation or reprisal must immediately advise the Equal Employment Officer or any other member of management, so that the conduct in question may be investigated in a timely, effective and confidential manner and prompt, effective remedial action taken whenever appropriate. Anyone engaging in sexual or other unlawful harassment, discrimination, reprisal activity or retaliatory conduct prohibited within this policy will be subject to disciplinary action up to and including termination of employment.

6.0. USE OF TECHNOLOGY

- 6.1. <u>Business and Personal Use of Technology.</u> It is expected that technology will be used solely for the purpose of conducting business and will not be used for personal, commercial or political purposes. Such technology includes e-mail, voicemail, computers, internet connections, PDA's, pagers and cellular phones. Reasonable use for personal reasons incidental to conducting business will be permitted where:
 - Such use facilitates and enhances the performance by the employee of their job (i.e., use of cellular phone for limited personal phone calls while traveling on company business).
 - The employee exercises discretion in the amount of such use and does not impair the use of such technology for business purposes.
- 6.2. <u>E-Mail Use.</u> WAHC reserves and may exercise the right to monitor, access, and retrieve and delete any matter stored in, created on, received or sent over the e-mail system, for any reason and without permission of the employee. Employees should be aware that deletion of any e-mail messages or files may not truly eliminate the messages from the system. Employees are responsible for deleting electronic mail messages that have been read. Any electronic mail messages that are older than 90 days that need to be saved should be archived or they may be automatically deleted.

Employees are not authorized to retrieve or read any e-mail messages that are not sent to them. Persons authorized to monitor and/or review the electronic mail and accounts of WAHC employees are the following:

- President, WAHC
- Contract Administrator

The Contract Administrator may approve an exception to this policy when an employee is on vacation or is unable to check their e-mail.

The e-mail system may not be used to solicit for religious or political causes, commercial enterprises, outside organizations or other non-job-related projects. It also shall not be used to send or receive copyrighted materials, trade secrets, proprietary financial information, customer lists, or other similar materials without prior authorization.

All communications and information transmitted by, received from, and/or stored in this system are company records and property of WAHC. Employees have no right of personal privacy in any matter stored in, created on, received or sent over WAHC's system.

Employees should write e-mail communications with the same care, judgment, professionalism and responsibility that would be used for letters or other memoranda written on company letterhead. E-mails are sometimes misdirected or forwarded, and may be viewed by persons other than the intended recipient. The conduct of WAHC's employees directly reflects on WAHC. It is of the utmost importance for WAHC to preserve its reputation for professionalism in all its business dealings. Every employee is responsible for using the computer system, including email, in accordance with this policy.

- 6.3. <u>Internet Use.</u> Most employees will be provided with access to the Internet (World Wide Web) to assist them in performance of their job. The Internet can be a valuable source of information and research. It is expected that technology will be used solely for the purpose of conducting business and will not be used for personal, commercial or political purposes. Reasonable use for personal reasons incidental to conducting business will be permitted where:
 - Such use facilitates and enhances the performance by the employee of their job.
 - The employee exercises discretion in the amount of such use and does not impair the use of such technology for business purposes.
- 6.4. <u>General Computer Use.</u> All computer hardware, software, programs, networks and files, including e-mail, are the property of WAHC. Computers and related programs or networks may not be used for personal business use. No software or files, personal or otherwise, may

be loaded onto the company computers without the prior approval of the President.

Wasting computer resources by, among other things, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, engaging in online chat groups, instant messaging, playing games, sending, receiving, downloading, displaying, printing or otherwise disseminating material that is sexually explicit, obscene, harassing, fraudulent, racially offensive, defamatory or otherwise unlawful, disseminating or storing commercial or personal advertisements, solicitations, promotions, destructive programs (i.e., viruses or selfreplicating code), political information or any other unauthorized material is prohibited.

Other inappropriate use includes:

- Deleting, examining, copying, or modifying files and/or data belonging to other users without prior consent.
- Making unauthorized copies of licensed software products or of any data belonging to WAHC.
- Modifying, relocating, or exchanging hardware and software configurations without written authorization from WAHC's President as well as the Reno Housing Authority's Information Systems Analyst.
- Loading or installing programs from the Internet, computer disks or CDs coming in from an outside source without checking for viruses.
- Intentionally impeding other users and/or cause bottlenecks in system processing time through mass consumption of system resources.
 Examples include: running a large number of reports at the same time for the purpose of slowing down the system.
- Taking any unauthorized, deliberate action which damages or disrupts a computing system, alters its normal performance, or causes it to malfunction. This is an inappropriate use, regardless of system location or time duration.
- 6.5. <u>Password and User IDs.</u> Once an employee receives a user ID to access the network and computer systems on the network, he/she is solely responsible for all actions taken while using that user ID.

Employees must keep their user ID(s) and password(s) confidential. All IDs and passwords must be filed in a secure place, not on a desk or bulletin board. Sharing his/her user ID(s) and/or password(s) with another

person is prohibited. In the event that an employee does share his/her user ID(s) and password(s) with another person, the employee will be solely responsible for the actions of that person conducted with his/her user ID(s) and/or password(s).

All employees who use password protection must provide their personal computer file passwords to the Information Systems Analyst or his/her designated representative upon request. All such passwords used in conjunction with WAHC's information network resources are the proprietary information of WAHC. Any expenses incurred by WAHC as a result of a violation of this policy shall be the financial responsibility of the offending employee. Passwords will be changed as directed by the Information Systems Analyst.

It is the employee's responsibility to shutdown open applications, e.g. Project Portfolio, and logout or lock the desktop when they leave the office after work.

7.0. PRIVACY POLICY

All offices, desks, computers, e-mail, files (electronic and paper), and lockers or other storage facilities are property of WAHC, and the privacy or confidentiality of any personal or confidential information contained therein is not the responsibility of WAHC. Employees are not permitted to password or protect documents or directories without the knowledge and permission of the Information Systems Analyst.

Although WAHC may undertake reasonable efforts to respect the privacy of its employees and the confidentiality of any personal information which may be stored by the employee on the premises or on electronic media (most commonly e-mail), WAHC cannot guarantee that such information will be kept private (such as, for example, if it is discovered during the normal course of conducting business). This means that employees' desks, computers and offices may be accessed by authorized personnel if dictated by business needs while an employee is out of the office, on vacation or during routine maintenance, rearranging of offices and/or computer systems, etc.

8.0. EMPLOYEE BENEFITS POLICY

8.1. <u>Holidays.</u> WAHC will grant time off to all employees on the twelve holidays listed below.

New Year's Day Martin Luther King Day Presidents Day Memorial Day January 1 3rd Monday in January 3rd Monday in February Last Monday in May

Juneteenth Dav June 19 Independence Day July 4 1st Monday in September Labor Day Nevada Day Last Friday in October November 11 Veterans' Day Thanksgiving Day 4th Thursday in November Family Day Day after Thanksgiving Day Christmas Day December 25

In addition, for all employees who have been employed for at least six months, their birthday (or other day of their choosing with the supervisor's consent) as an annual Floating Holiday. The Floating Holiday must be used within the current fiscal year it was earned.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

Employees shall be paid for designated holidays as specified for part-time or full-time employees except that their pay shall be in proportion to the amount of time, they are regularly scheduled to work on each such holiday.

To be eligible for holiday pay, an employee must have worked his/her full regularly scheduled workday before and after the holiday, unless in an approved paid time off status (annual, sick or bereavement leave).

8.2. <u>Annual Leave.</u> Each full-time regular employee will be entitled to and accrue annual leave on a biweekly basis with a maximum accumulation at a rate based on years of service with WAHC as detailed below. New Employees will commence to accrue annual leave at the start of the first pay period occurring after 30 days of employment.

Years of Service	Annual Leave Hours Accrued Biweekly	Annual Leave Hours Accrued Biweekly	Annual Leave Hours Accrued Biweekly	
	21 Hour Work Week	30 Hour Work Week	40 Hour Work Week	
0-4	2.00	3.00	4.00	
5-9 3.00		4.25	5.50	
10-14	3.50	5.00	6.50	
15-19	4.50	6.25	8.00	

20 or more	5.00	7.00	9.00
------------	------	------	------

Part-time regular employees will be entitled to accumulate annual leave on a pro-rated basis.

Each employee will be allowed vacation credits at the established rate while absent on paid annual or sick leave.

Terminating employees who have been employed for over six months will be paid for all accrued annual leave. The maximum number of hours to be paid for terminating employees will be no more than two years of annual leave to be calculated as 52 pay periods times the biweekly accrual rate.

Accumulation of Annual Leave: Annual leave credits of full-time and parttime regular employees may accumulate from calendar year to calendar year, but a uniform ceiling will be established on annual leave accruals as follows:

- All employees may accrue no more than two years of annual leave (52 pay periods X biweekly accrual rate).
- After the ceiling is reached, no further accrual will occur.
- Annual Leave Payout. An employee with ten (10) years of service or more is eligible to cash out up to 40 hours of accrued vacation leave if, as of November 1, of any given year he/she has accrued 75% or more of the maximum number of hours which can be accrued for their years of service. Requests for cashing out will be submitted in writing to the Director of Administration no later than November 30th and will be paid in the next available pay period.
- 8.3. <u>Sick Leave</u>. Each full-time regular employee will be entitled to accrue sick leave on a biweekly basis at the rate of four hours per pay period with a maximum accumulation of 400 hours. Terminating employees will be paid at the rate of one hour's pay for every two hours of sick leave accrued

Part-time regular employees will be entitled to accumulate sick leave on a pro-rated basis.

The maximum number of hours to be paid for terminating employees will be no more than one-half of 400 hours (200 hours) of sick leave, and no more than 40 hours of accrued compensatory time. 8.4. **Family and Medical Leave Act**. Notwithstanding any provision contained in the preceding paragraph, commencing August 1, 1993, a regular employee who has at least 12 months' continuous service with the employer (and 1,250 hours or more of service during the prior year) is eligible for unpaid family or medical care leave for up to 12 weeks during a 12-month period measuring backward. The employee will be eligible to return to employment in the same position or an equivalent position with equivalent benefits and pay after his/her return from unpaid family care leave.

An employee may apply for family care leave in connection with:

- The birth or adoption of a child of an employee (including the placement of a child with an employee for foster care);
- To care for a son or daughter who has a serious health condition;
- To care for a parent or spouse of an employee who has a serious health condition, the term "spouse" means the spouse in a marriage recognized at common law and spouse in a same sex marriage.
- To permit the employee to recover from a serious health condition which makes the employee unable to perform the functions of his/her position.
- To care for a covered family member's active duty or call to duty in the armed forces.
- To care for an injured or ill service member.
- A serious health condition is defined as an illness, impairment or physical or mental condition which involves inpatient care in a care in a hospital, hospice or residential medical care facility or continuing treatment or continuing supervision by a health care provider. The employee will be required to provide a certification from the health care provider of the person requiring care, stating that the serious health condition meets the specific requirements as defined above.
- To the extent that the employee's need for leave is foreseeable, the employee must provide a 30-day advance notice to the Authority and, when practical, should make reasonable efforts to schedule the leave to avoid disruption of the Authority's operations, subject to the advice and approval of the health care provider of the individual requiring the treatment or supervision.
- Prior to being eligible for unpaid family care leave the employee must first utilize and expend any accrued sick leave and annual leave. During unpaid family care leave the employee does not earn vacation or sick leave credits, and neither gains nor loses seniority.
- In those exceptional cases where an employee has exhausted all unpaid leave due to illness, and is not eligible to receive pay, the Executive Director, at his/her discretion, may grant an

additional medical leave of absence for a period not to exceed 90 days and in accordance with insurance requirements under which the Authority receives coverage for basic medical, major medical, life insurance, dental insurance, accidental death and dismemberment. During the time medical leave of absence is in effect, the Authority continues to pay premiums on insurance benefits just as if the employee remained on the payroll. The employee, however, is responsible for payroll deductions such as credit union and others. During this time, the employee does not earn vacation or sick leave credits and neither gains nor loses seniority. Authorized unpaid leaves of absences of more than 10 consecutive work days will be deducted from continuous service. The employee's anniversary and/or probationary date will be adjusted accordingly.

- 8.5. <u>Bereavement Leave.</u> In the event of a death in the immediate family (spouse, parent, child, brother/sister, grandparent, grandchild, niece/nephew, mother/father-in-law) an employee will be granted up to three days off with pay, if requested. Where long distance travel (greater than 400 miles from Reno) is involved in attending memorial services, five days may be provided with the approval of the President.
- 8.6. <u>Military Leave.</u> A military leave of absence will be granted to employees to attend scheduled drills or training or if called to active duty with the U.S. armed services. Unless required by applicable state or federal laws, the leave will be unpaid. However, if the leave, or any part thereof, is unpaid, employees may use any available vacation leave for that part of the leave which is unpaid.
- 8.7. <u>Jury Duty.</u> WAHC encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees will be paid their usual salary for the length of absence. Employees are required to remit to WAHC any compensation received from the court, except mileage reimbursement, in order to qualify for this paid jury duty.
- 8.8. Qualified Individuals With a Disability Reasonable Accommodation. WAHC will make every reasonable accommodation for qualified individuals with known disabilities and employees whose work requirements interfere with a religious belief, unless doing so would result in an undue hardship to WAHC or cause direct threat to health or safety. When an employee is not able to properly perform his/her essential job functions, with or without reasonable accommodation, termination may be necessary. If an employee becomes unable to perform the essential functions of his/her position due to a disability, the employee should advise his/her supervisor or the President in writing of the circumstances

and any request for accommodation. WAHC will then conduct an investigation to determine whether a reasonable accommodation can be made, without undue hardship, that will enable the employee to perform his/her essential job functions. If the accommodation is reasonable and will not impose undue hardship on WAHC, the accommodation will be made.

WAHC may rely on one or more doctor's opinions, if there is any question whether an employee's continued work may pose a safety or health risk to others or if there is reason to believe the employee may not be able to meet the demands of his/her job.

- 8.9. <u>On-the-job Injury Benefits Worker's Compensation.</u> All employees are covered for Worker's Compensation and WAHC pays 100 percent of the contribution.
 - When an employee is eligible for industrial injury compensation, that employee may use accumulated sick leave to bring total biweekly compensation up to full wage. To be entitled to this benefit, the employee must return all industrial injury payments to WAHC. In no event will an employee be allowed to receive industrial injury compensation and sick leave compensation from the WAHC. This benefit does not apply to temporary employees.
 - Whenever medically and administratively feasible, WAHC will provide light duty work. WAHC may send, at its expense, an injured worker to a physician to ascertain whether light duty work would be physically harmful to the employee.
 - When an employee is hurt on the job, it is his/her responsibility to report the injury immediately to his/her supervisor. Failure to report a job-related injury/disease promptly could forfeit the right to industrial injury benefits. Failure to report a job-related accident/disease, no matter how minor, may be subject to disciplinary action, including termination of employment.
- 8.10. <u>401k Retirement Plan.</u> WAHC will provide each regular employee with a pension plan contribution of 5% of wages after six months of continuous employment. Wages will consist of the employee's base wage. Payments will be calculated and deposited with the retirement plan trustee each pay period. Employees may choose to contribute to the retirement plan as permitted by law.

- 8.11. <u>Insurance Plans.</u> WAHC will pay 100% of the employee only cost for each full-time employee and for each qualified part-time employee on a prorated basis for the insurance plans available through the City of Reno. The plans consist of health, dental, vision and life insurance. If the employee elects employee and spouse coverage, or employee and dependent coverage or employee and family coverage, WAHC will pay the following percent share of health costs for the coverage category selected by the employee:
 - Employee only coverage 100%
 - Employee and dependent coverage 75% of the total combined cost
 - Employee and spouse coverage 75% of the total combined cost
 - Employee and family coverage 75% of the total combined cost

Vision Plan. WAHC will pay 100% for each full-time regular employee and for each qualified part-time regular employee on a pro-rata basis for the vision plan provided. Each employee may elect to have dependent coverage on the vision plan at their own expense. WAHC will not contribute any funds toward dependent coverage.

Life Insurance. WAHC will provide as part of the insurance package life insurance equal to employee's base annual salary rounded to the nearest \$1,000 to each full-time employee and each qualified part-time employee.

New employees shall begin coverage on the first of the month following the employee's 30 days of continuous employment. Premiums are paid in advance and will be deducted from the employee's bi-weekly pay checks.

Specific medical insurance and plan benefits are not set forth in this policy. It is understood that the plans themselves do, from time to time change and these changes may affect the plan costs. WAHC assumes no responsibility for replacement of benefits which may be changed by the plan. It is understood that Major Medical Plans can only be changed during open enrollment periods as announced by WAHC. Open enrollment will occur annually. Employees will be notified prior to the start of Open Enrollment which generally starts the last week of November. Benefit changes made during Open Enrollment will be effective starting the upcoming calendar year in January.

8.12. <u>Social Security.</u> WAHC will match the employee's contributions to the Federal Social Security retirement system and Medicare system as required by law.

9.0. COMPENSATION POLICY

9.1. <u>Timekeeping.</u> Accurate timekeeping is the responsibility of every employee. Federal and state laws require the employer to keep accurate time records in order to calculate employee pay and benefits. Employees must accurately record the total number of hours worked each day. Overtime or compensatory work must always be approved before it is performed.

It is the employee's responsibility to sign his/her time record to certify the accuracy of all time recorded. The supervisor will review and then initial the time record before submitting it to payroll for processing.

- 9.2. <u>Paydays.</u> All employees are paid bi-weekly on every other Friday. Each bi-weekly pay will include earnings for all work performed through the end of the previous payroll period.
- 9.3. <u>Meal/Rest Periods.</u> All employees shall be granted a non-paid lunch period of one hour during each full work shift. Whenever possible, such meal periods shall be scheduled in the middle of the workday. A rest period of 15 minutes shall be permitted for all employees for each four-hour work period.
- 9.4. <u>Overtime.</u> When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive prior written authorization.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state laws at the following rate(s):

- One and one-half times straight-time rate for all hours over 40 in a given workweek.
- Time worked on official holidays will be computed at double time. No employee shall work on an official holiday without prior written authorization from their supervisor.
- Regular Employees. Compensatory time may be given to regular nonexempt employees in lieu of overtime worked at 1.5 hours for each hour worked in excess of the basic work week of 40 hours. Compensatory time will not accrue for conference participation. Regular employees may accrue compensatory time to a maximum of 80 hours. Compensatory time must be taken within six months of accrual.

As required by law, overtime pay is based on actual hours worked. Any leave of absence will not be considered hours worked for purposes of performing overtime calculations. Employees who work overtime without receiving prior authorization from the supervisor may be subject to disciplinary action.

- 9.5. <u>Annual Bonus.</u> The President of WAHC has been authorized by the Board of Trustees to make an annual payment of up to 15% of each employee's base salary each October to employees directly involved in Section 8 Contract Administration. If all IBPS goals are met throughout the year, then the full 15% bonus will be paid to all employees who worked throughout the full year. If an employee worked for a shorter period, or if all IBPS goals are not met by WAHC, then the amount, if any, will be determined by the President at his/her discretion.
- 9.6. <u>Airline Mileage Awards.</u> Employees traveling on business for WAHC are permitted to retain as part of their compensation the mileage credit awarded by the airline(s) on which they travel, and any "vouchers" or "coupons" for free flights received in exchange for being "bumped" from a flight. Employees may not delay their business travel, fly other than by the most direct route possible, or purchase tickets that are of greater cost to WAHC than are otherwise readily available in order to insure the receipt of mileage credit or other airline inducements.

Employees may also retain as part of their compensation any airline mileage credits awarded in connection with the use of the employee's personal airline "affinity" credit card when the employee uses the card for business travel, regardless of whether the travel expense is reimbursed by WAHC.

9.7 Salary Grades. Salary grades are established to provide a scale or "yardstick" to use in measuring differences among jobs. The scale consists of a series of grades which have been defined in terms of the range of jobs to be rated. The grade definitions will be written in such a manner that they define differences in levels of duties, responsibilities, and requirements. (Attachment A)

All WAHC employees will receive an annual performance review. An adjustment to the step within the Salary Grade may be provided to employees who receive a positive annual performance review, as determined by their immediate supervisor. Step increases will follow the table in Attachment A and will cease with step 8.

- 9.8 Cost of Living Increases. The Board of Trustees may consider a costof-living adjustment on an annual basis. The cost-of-living increase, if adopted, will take effect the first full pay period following the Board of Trustees approving the increase.
- 9.9 Reclassification. Positions may be reclassified based on requests by the Contract Administrator and approval of the President. Reclassification resulting in an increase of 5% or greater will change the employees annual increase date to 12 months after the effective date of the reclassification.

9.10 Bilingual Pay. Any employee that translates as a requirement of their position will receive fifteen dollars (\$15.00) per pay period, regardless of the number of translations, if requested to translate for a participant of a WAHC program during the course of a regular work shift. The employee will be required to complete the Employee Translation pay request form. This form must be signed by the department Director and submitted with the employee's corresponding timecard in order to receive Bilingual Pay.

10.0. IMMIGRATION LAW COMPLIANCE

WAHC is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification for I-9 and present documentation establishing their identity and that they are authorized to work in the United States. Former employees who are rehired must also complete the form if they have not completed an I-9 with WAHC within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resources Specialist. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

11.0 ATTACHMENT A – 8 Step Wage Scale

Washoe Affordable Housing Corporation Effective 5/9/2022

Pay	8 Step Hourly								
Grade	FY22 Entry	1	2	3	4	5	6	7	8
0	48.42	50.84	53.38	56.05	58.85	61.79	64.88	68.12	71.53
1	44.02	46.22	48.53	50.96	53.51	56.19	59.00	61.95	65.05
2	41.92	44.02	46.22	48.53	50.96	53.51	56.19	59.00	61.95
3	38.05	39.95	41.95	44.05	46.25	48.56	50.99	53.54	56.22
4	32.95	34.60	36.33	38.15	40.06	42.06	44.16	46.37	48.69
5	31.38	32.95	34.60	36.33	38.15	40.06	42.06	44.16	46.37
6	29.89	31.38	32.95	34.60	36.33	38.15	40.06	42.06	44.16
7	28.47	29.89	31.38	32.95	34.60	36.33	38.15	40.06	42.06
8	27.11	28.47	29.89	31.38	32.95	34.60	36.33	38.15	40.06
9	25.82	27.11	28.47	29.89	31.38	32.95	34.60	36.33	38.15
10	24.59	25.82	27.11	28.47	29.89	31.38	32.95	34.60	36.33
11	23.42	24.59	25.82	27.11	28.47	29.89	31.38	32.95	34.60
12	22.30	23.42	24.59	25.82	27.11	28.47	29.89	31.38	32.95
13	21.24	22.30	23.42	24.59	25.82	27.11	28.47	29.89	31.38
14	20.23	21.24	22.30	23.42	24.59	25.82	27.11	28.47	29.89
15	19.27	20.23	21.24	22.30	23.42	24.59	25.82	27.11	28.47
16	18.35	19.27	20.23	21.24	22.30	23.42	24.59	25.82	27.11
17	17.48	18.35	19.27	20.23	21.24	22.30	23.42	24.59	25.82
18	16.65	17.48	18.35	19.27	20.23	21.24	22.30	23.42	24.59

Contract Administrator - Grade 7

Compliance Auditor – Grade 10

Program Assistant – Grade 16

AGREEMENT AND ACKNOWLEDGMENTOF RECEIPT OF WAHC POLICY MANUAL AND AT-WILL EMPLOYMENT

Employer and Employee acknowledge that this Policy Manual sets forth WAHC's employment policies and procedures regarding employment. Employer and Employee further agree that none of these policies and procedures can be amended, modified or altered in any way by oral statements or in any other way, except by written amendment formally adopted by the Board of Trustees of WAHC.

I understand that the WAHC Personnel Policy Manual does not create any contract rights between WAHC and myself. I understand and agree that my employment with WAHC is at will and that my employment with WAHC may be terminated at any time, with or without cause, at the option of either WAHC or myself.

I hereby acknowledge receipt of the Policy Manual from WAHC. I have thoroughly read and understand WAHC policies and rules set forth in the Policy Manual and agree to abide by them.

Employee's Signature

Date

Employee's Name (Typed or Printed)

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 5

December 17, 2024

SUBJECT: Update on U.S. Department of Housing and Urban Development (HUD) Annual Contributions Contract (ACC) extension. (Discussion)

FROM: President	RECOMMENDATION: Discussion
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The US Department of Housing and Urban Development (HUD) issued an 11th Amendment to its Annual Contributions Contract (ACC) with Reno Housing Authority/Washoe Affordable Housing Corporation (WAHC). The ACC is a contract with HUD to administer its project-based Section 8 contracts in Nevada as the Performance Based Contract Administrator (PBCA). The Amendment extends services for 12 months beginning February 1, 2025, and ending on January 31, 2026. The ACC also allows HUD to provide up to four additional six-month extensions.

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 6

December 17, 2024

SUBJECT: Discussion and report on HUD FY 2024 Limited Remote Annual Compliance Review. (Discussion)

FROM:	President	RECOMMENDATION: Discussion
	T TESILETIL	RECOMMENDATION. DISCUSSION

HUD recently completed its Limited Annual Compliance Review. The review covered the period from October 1, 2023, through September 30, 2024. HUD chose a selection of properties from Washoe Affordable Housing Corporation's portfolio and reviewed documents specific to Incentive-Based Performance Standards (IBPS) that WAHC is required to meet throughout the year. Those four standards are:

- IBPS #1 Conduct Management Occupancy Reviews (MOR)
- IBPS #3 Processing Rent Adjustments
- IBPS #6 Review, Verify, and Authorize Monthly Section 8 HAP Vouchers and
- IBPS #14 Renewal of Expiring Section 8 HAP contracts.

This year HUD staff chose five (5) properties to test compliance with IBPS #s1, 3, and 6, and five (5) different properties to test compliance with IBPS #14. As a result of their review, HUD issued two (2) findings as detailed in the attached letter. To address the finding for IBPS #1, going forward, WAHC will ensure owner requests for extensions are confirmed in writing. The staff is providing HUD with sample letters that will be used when the property manager or owner has not responded and/or needs an extension. Staff have already cured the finding for IBPS #3 for Escondido Apartments. WAHC will be submitting its responses to these findings to HUD by its December 22, 2024, deadline.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Multifamily West Region San Francisco Regional Center One Sansome Street, Suite 1200 San Francisco, CA 94104-4430

www.hud.gov

November 22, 2024

Brenda Freestone, Contract Administrator Washoe Affordable Housing Corporation 1004 Forest Street Reno, NV 89509-2705

Subject: FY 2024 Limited Remote Annual Compliance Review (ACR) Review Period: October 1, 2023 through September 30, 2024 PBCA for State of: Nevada

Dear Ms. Freestone:

The U.S. Department of Housing and Urban Development (HUD) Compliance Review Team (CRT) conducted a limited remote Annual Compliance Review (ACR) of your Performance Based Annual Contributions Contract (PB-ACC) from October 28, 2024 through November 22, 2024. The CRT requested and reviewed specific documents pertaining to Incentive-Based Performance Standards (IBPS) Tasks #1, #3, #6, and #14 performed for the period of **October 1, 2023 through September 30, 2024**. The CRT did not conduct property site visits. The Entrance Conference call was held on Monday, October 28, 2024, at 11:00a.m., PST. The Exit Conference call was held on Tuesday, November 19, 2024, at 11:30a.m. PST.

Enclosed is the FY 2024 Limited Remote ACR Compliance Review Report (CRR). Based on the results of the CRT's review, there were findings for IBPS Tasks #1 and #3. Please respond in writing electronically to your FOCC within **30 days** of the date of the CRR. The response must address each finding in the CRR and contain WAHC's plan of action to correct the findings. The ACR must be closed out no later than January 31, 2025.

If you have any questions or require additional information regarding this report, please contact me at (213) 534-2561 or via email at <u>christina.wong@hud.gov</u>.

Sincerely,

Christina Wong Branch Chief, Asset Management Division Multifamily West Region

Serving Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, North Dakota, Oregon, South Dakota, Utah, Washington, Wyoming

Limited Remote Annual Compliance Review Summary Report - (IBPS Tasks)

Name of PBCA: WASHOE Affordable Housing Corporation	Geographic Service Area: Nevada	Name of Subcontractor, if applicable: N/A
Date Limited Remote ACR Conducted: October 28, 2024 through November 22, 2024	PB-ACC Review Period: October 1, 2023 through September 30, 2024	PBCA Fiscal Year End: September 30, 2024
Total Number of Contracts Assigned to the PBCA at the time of the ACR: 37	Total Number of Units under contract at the time of the ACR: 3,172	

For each IBPS listed, assess the performance by checking the appropriate column. A deficient rating is assigned when performance has been determined to be less than the Acceptable Quality Level (AQL) for IBPS 3, 6 and 14 or when there has been a direct violation of the PB- ACC Fourth Amendment of Term dated 4/14/2016, Section III. B. for IBPS 1, MORs.

Indicate A (Acceptable) or D (Deficient). Include target completion dates (TCD) for all corrective action items.

		Α	D	TCD
Managemen (AQL Not Ap	t and Occupancy Reviews (MORs) oplicable)			
1 – IBPS #1 Co	nduct an MOR			12/22/2024
Incentive Ba (AQL Applic	sed Performance Standard (IBPS) able)	A	D	TCD
3- IBPS #3	Processing Rental Adjustments			12/22/2024
6- IBPS #6 HAP Vouchers	Review, Verify and Authorize Monthly Section 8			
14- IBPS #14	Renewal of Expiring Section 8 HAP Contracts			

Name of Contract Administration Oversight Monitor (CAOM)/Field Office CAOM Counterpart (FOCC): (Please type or print)	Name and Title of Person Approving this Report: (Please type or print)
Name:	Name & Title:
Christina Wong, Branch Chief Signature: CHRISTINA WONG Digitally signed by: CHRISTINA WONG C = US O = U.S.	Robert G. Boden, Asset Management Division Director Digitally signed by: ROBERT BODEN Signature: ROBERT BODEN DN: CN = ROBERT BODEN C = US O = U.S. Government OU = Department of Housing and
Development. Office of Housing Date: 2024.11.21 15:32:27 -08'00'	Urban Development, Office of Housing Date: 2024 11 22 12:25:00 -08:00'

Date: November 22, 2024

Date: November 22, 2024

Fiscal Year 2024 Limited Remote Annual Compliance Review Report Section 8 Performance Based Annual Contributions Contract (PB-ACC) Washoe Affordable Housing Corporation (WAHC)

Participants:

The members of HUD's Compliance Review Team (CRT) were:

Christina Wong, Branch Chief Arlene Combs, Senior Account Executive, Chairperson Jennifer Ngo, Account Executive Lorna Pope, Account Executive Shuntai Harris, Account Executive

I. General Background Discussions

The CRT conducted a Limited Remote Annual Compliance Review (ACR) as required by HUD's Office of Housing Assistance Contract Administration Oversight. The purpose of the ACR is to assess Performance Based Contract Administrators (PBCA) performance under the provisions of the Performance Based Annual Contributions Contract (PB-ACC) for Incentive-Based Performance Standards (IBPS) tasks for Washoe Affordable Housing Corporation (WAHC) for the performance period of October 1, 2023 through September 30, 2024. An entrance call was conducted between the CRT and WAHC on October 28, 2024 at 11:00a.m. PST.

The CRT reviewed IBPS Task #1 (Management and Occupancy Reviews), #3 (Processing Rental Adjustments), #6 (Review, Verify, and Authorize Monthly Section 8 HAP Vouchers), and #14 (Renewal of Expiring HAP Contracts). Electronic copies of all documents relating to the IBPS tasks for randomly selected properties were requested and received by our office. The review of the IBPS tasks were documented on ACR Checklists.

The CRT conducted an exit conference with WAHC on November 19, 2024 at 11:30a.m. PST. The results of the ACR were summarized during the call.

II. Review of Core Functions

A. IBPS Task #1- Management and Occupancy Reviews

CRT Member: Shuntai Harris

Properties Selected for Review:

Property Name	Contract Number
Palo Verde Gardens	NV39T831006
Sunrise Gardens Apartments	NV25L000009
Silver Terrace Apartments	NV39L000041
Gray Plunkett Jydstrup Senior Living	NV25M000029
Escondido Apartments	NV390010005

The CRT reviewed WAHC's Notification Letters to the Owner in scheduling the MORs, the documents for Desk Reviews and On-Site Reviews, the completed HUD 9834s, and the closeout letters to owners. The CRT deemed the ratings given to each section reviewed to be appropriate based on the findings cited in the MOR report. The overall MOR ratings given to each of the five properties were also deemed appropriate.

We found the following finding:

• The final MOR report for Sunrise Gardens Apartments NV25L000009 was dated March 21, 2024. A response was due from the owner/agent on April 20, 2024. WAHC provided HUD with email correspondence from the owner dated May 8, 2024 requesting a two or three-week extension to provide a response. The owner/agent eventually provided a response on July 10, 2024. WAHC could not provide evidence they followed up with the owner with written requests to provide a response to the MOR report within 30 days of the issuance of the report and thereafter. WAHC stated they spoke with the owner/agent on the telephone.

WAHC is not in compliance with HUD Handbook 4350.1, Chapter 6, Section 6-13, which states, "Targeted Completion Dates (TCDs) must be noted for all deficiencies identified during the review and may not exceed 30 calendar days. Owner/agents must provide documentation to support that the deficiencies were corrected by the TCD noted on the Summary Report. If additional time is needed to correct deficiencies, the owner/agent's corrective action plan will be due within 30 calendar days. The corrective action plan must include targeted timeframes for resolving the deficiencies and must be monitored by the reviewer until all deficiencies have been addressed."

WAHC is not in compliance with HUD Handbook 4350.1, Chapter 6, Section 6-15, which states, "The HUD field office staff" (or the Contract Administrator acting on behalf of the HUD field staff) "must notify the owner/agent when there is noncompliance with outstanding management review conditions.

Corrective Action:

• Provide a plan of action detailing how the PBCA will follow-up with owner responses timely, and within the 30-day TCD period. Documentation and follow-up must be in writing.

The following is an observation:

• WAHC has provided documentation identifying HAP Contract NV25M000029 as "Clark Towers." All documentation for HAP Contract NV25M000029 should be identified as "Gray Plunkett Jydstrup Senior Living" since this is the name of the property HUD recognizes based on the original HAP Contract. If the owner prefers to use "Clark Towers", the property name can be addressed as "Gray Plunkett Jydstrup Senior Living a.k.a Clark Towers."

B. IBPS #3 Processing Rental Adjustments

CRT Member: Jennifer Ngo

Properties Selected for Review:

Property Name	Contract Number
Palo Verde Gardens	NV39T831006
Sunrise Gardens Apartments	NV25L000009
Silver Terrace Apartments	NV39L000041
Gray Plunkett Jydstrup Senior Living	NV25M000029
Escondido Apartments	NV390010005

The CRT reviewed WAHC's Reminder Letters to the Owner/Agent, Rent Schedules, Notification of Section 8 Contract Rents and Funding, Utility Allowance Analysis, OCAF Adjustment Worksheets, Budget Reviews, Tenant Notification and Effective Date of Rent Adjustment and Utility Allowance, and Recommendation for Reserve for Replacement increase/decrease, and other O/A submittals for the five properties above.

We found one finding:

• The HAP Contract for Escondido Apartments NV390010005 was renewed for twenty (20) years, effective January 1, 2019. Therefore, the rental adjustment for January 1, 2024 would be the sixth year, mark to comparables. WAHC processed an auto OCAF for the rent adjustment effective January 1, 2024.

WAHC is not in compliance with Section 8 Renewal Policy Guidebook, Chapter 2, Section 2-5.E., which states, "Under Option One and Two the owner is required to submit a new RCS every five-years" and Section 2-17.C.4., which states, "Under Option One, Mark-Up-To-Market, Option Two, Contract Renewals for Other Projects with Current Rents at or Below Comparable Market Rents, and Option Five, Portfolio Re-engineering Demonstration Program (Demo) contracts, if the contract is for a period greater than five years: a. The owner submits a new RCS at the end of each 5-year life cycle of the RCS. The new RCS must be reviewed in accordance with the instructions in Chapter 9 of this Guide. b. If rents are: 1) Above market, the AE/CA will reduce the rent to the comparable market rent. 2) Below market, the AE/CA will increase the rents to comparable market rents."

Corrective Action:

• A manual correction must be processed for Escondido Apartments NV390010005, correcting the January 1, 2024 rental adjustment from an auto OCAF to a sixth year mark to comparables. Provide a plan of action to ensure rent adjustments will be processed correctly.

C. IBPS #6 Review, Verify, and Authorize Monthly Section 8 HAP Vouchers

CRT Member: Arlene Combs

Properties Selected for Review:

Property Name	Contract Number
Palo Verde Gardens	NV39T831006
Sunrise Gardens Apartments	NV25L000009
Silver Terrace Apartments	NV39L000041
Gray Plunkett Jydstrup Senior Living	NV25M000029
Escondido Apartments	NV390010005

The CRT conducted a review of WAHC's voucher reviews, processing, and reconciliations for each of the five properties listed above. The vouchers reviewed coincided with the month the Rent Adjustments (IBPS Task #3) were completed.

The CRT reviewed and verified in TRACS and LOCCS the voucher amount indicated on the Owner's voucher submitted for the month reviewed. The residents' Annual and Interim Re-certifications (HUD 50059s) submitted as HUD 5260A in support of the vouchers were also compared with those in TRACS.

The CRT also reviewed the Electronic Fund Transfers submitted by WAHC for the months under review and the corresponding amounts transferred from LOCCS to WAHC's HAP account.

The following is an observation for the July 2024 vouchers:

- Escondido Apartments- Forty-six (46) units were identified on the July 2024 voucher. There are sixty-two (62) units under the HAP contract, with three (3) vacant units and thirteen (13) tenants paying contract rent.
- Gray Plunkett Jydstrup Senior Living- One hundred and sixteen (116) units were identified on the July 2024 voucher. There are one hundred and sixteen (116) units under the HAP contract. However, there was one (1) vacant unit and one (1) tenants paying contract rent.
- Palo Verde Gardens- Thirty-eight (38) units were identified on the July 2024 voucher. There are 40 units under the HAP contract, with two (2) vacant units.
- Silver Terrace Apartments- Ninety-two (92) units were identified on the July 2024 voucher. There are ninety-seven (97) units under the HAP contract, with three (3) vacant units and two (2) tenants paying contract rent.
- Sunrise Gardens Apartments- One hundred eighteen (118) units were identified on the July 2024 voucher. There are one hundred and forty-one (141) units under the HAP contract, with twelve (12) vacant units and eleven (11) tenants paying contract rent.

When submitting vouchers, the number of units should be reported accurately and consistently for all properties.

D. IBPS #14 Renewal of Expiring HAP Contracts

CRT Member: Lorna Pope

Properties Selected for Review:

Property Name	Contract Number
Foothill Gardens Apartments	NV25L000003
Highland Village	NV390010012
Rose Garden Townhouses	NV25L000008
Silver Terrace Apartments	NV39L000041
Carville Park Apartments	NV39H022001

The CRT reviewed the executed and completed HAP contracts, Notification of Section 8 Contract Rents and Funding, completed Rent Schedules, O/A submittals, Utility Allowance Analysis, One Year Notification Letters issued by O/A to residents as approved by WAHC, OCAF or Budget-Based rent adjustment and/or Reserve for Replacement requests associated with the contract renewal, Rent Comparability Study, and Effective Date of Rent Increase and changes to the Utility Allowance, if there are any, for the properties listed above.

The CRT did not have any findings or observations for the contracts reviewed. However, we would like to suggest that only final and executed documents are provided for review. HUD does not need to review draft or unexecuted documents related to the processing of contract renewals.

III. Conclusion

The CRT determined that WAHC was in compliance with HUD policies and procedures for the functions required of the IBPS tasks #6, and #14 listed above. The CRT also determined that WAHC was not in compliance with HUD policies and procedures for the functions required of the IBPS tasks #1 and #3 listed above.

Within 30 days of the issuance of the ACR report, please respond to the corrective actions for IBPS tasks #1 and #3 as directed above in Section II.A. and Section II.B of the report.

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 7

December 17, 2024

SUBJECT: Presentation by Brenda Freestone, WAHC Contract Administrator, on Washoe Affordable Housing Corporation's duties and activities. (Discussion)

FROM: President

RECOMMENDATION: Discussion

Presentation slides on the following page.

BY BRENDA FREESTONE, WAHC CONTRACT ADMINISTRATOR

BOARD OF TRUSTEES BRIEFING

Washoe Affordable Housing Corporation



Contract Administrator (PBCA) for the Project Based Since 2000 it serves as the HUD Performance Based This ACC is a contract between the PHA and HUD to administer project- based Section 8 Contracts as a PBCA. WAHC is on its 11th ACC Amendment. As PBCA, WAHC has an Annual Contributions WAHC is a 501 (c) (3) non-profit corporation Section 8 program in the state of Nevada. created by the Reno Housing Authority. Contract (ACC) with HUD. Corporation Affordable Washoe Housing (WAHC)

Contract Status





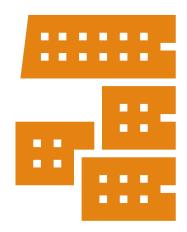


CONTRACT ALLOWS FOR HUD TO EXTEND THE CURRENT ACC (11TH AMENDMENT) TO JANUARY 31, 2028.

Project Based Section 8 Program

Payment (HAP) contract with HUD to receive federal rental subsidy to assist low-income complexes that have a Housing Assistance Privately owned and operated apartment families. Tenants must qualify and pay a tenant portion of rent that is roughly 30% of their income.

the HAP contract is paid by HUD via a monthly The remainder of the contract rent outlined in voucher request from the property.



WAHC Portfolio

37 properties totaling roughly 3,200 units throughout the state.

9 properties (1,069 units) in Washoe County, 20 properties (1,693 units) in Clark County, and 8 properties (420 units) throughout rural Nevada.

11 properties are designated for elderly/disabled families, and 26 are for the general population.

Oversight and monitoring including:	Renew HAP contracts when they expire to ensure the affordable housing stock is preserved.	> Adjust contract rents annually.	Review, verify, and authorize monthly voucher requests from each property.	Receive and resolve tenant inquiries dealing with health and safety issues, compliance questions, and tenant/management relations.	Respond to owner/management inquiries relating to HUD compliance.	Perform on-site Management and Occupancy Reviews (MOR).	Report to HUD	Ensure ongoing compliance with the ACC.
				PBCA Functions				

Each month, all properties must submit a voucher to WAHC by the 10 th of the month, to receive requesting subsidy payment on the first of the following month.	WAHC reviews each request for accuracy and data consistency so that when the request is submitted to HUD systems for payment, there are no errors or delays.	Once finalized, WAHC submits the voucher electronically to HUD by the end of the month for payment on the first business day of the month.	HUD transfers funds to WAHC, which are then deposited into the individual owners' accounts.			
Monthly Voucher Processing						

Tenant Inquiries

Each property has a grievance procedure for tenants to follow when they have concerns. The procedure generally looks like this:

- 1. Property Manager
- 2. Regional Manager
- 3. WAHC
- 4. HUD

WAHC documents the tenant's concerns and communicates with management to see what action, if any, has been taken to address the concerns. WAHC regularly communicates with management to monitor their response and resolution.

Calls generally relate to maintenance issues, recertification questions, and tenant/management relations.

Management Inquiries

compliance questions and ensuring they are up to date with changes in WAHC works with on-site managers and compliance staff by answering regulations.

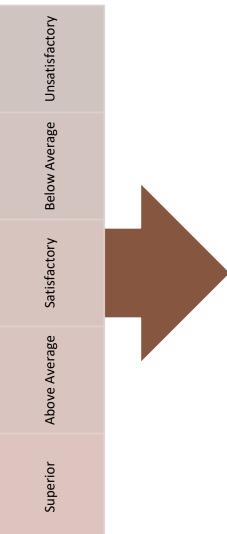
The main rules and regulations are in:

- 1. HUD Handbook 4350.3
- HUD Notices and guidance that are regularly released. 2
- 3. HUD Section 8 Renewal Guide.

Management & Occupancy
Reviews (MOR)
Onsite monitoring of tenant files and the general property
HUD requires monitoring 2/3 of the portfolio annually
 WAHC has continually met this goal.
MOR monitor:
General Appearance and Security-10%
Follow-up and Monitoring of Project Inspections- 10%
Maintenance and Standard Operating Procedures- 10%
Leasing and Occupancy- 25%
Tenant/Management Relations- 10%
General Management Practices- 10%
Financial Management/Procurement- 25% (NOT reviewed by WAHC. HUD conducts.)

Management & Occupancy Reviews (MOR)

Within 30 days of the on-site review, WAHC issues a report with its findings and assigns a score to the property. This report is sent to the owner, management company, and <u>HUD</u>



and/or plans to correct items that may take longer than Within 30 days of the report, the owner must respond with supporting documentation for corrective actions 30 days to remedy.

Overseen by the HUD Office in Los Angeles.	HUD is responsible for oversight and enforcement actions based on any violations or defaults of the HAP contract. These actions could include:	 Monitoring financial performance of the property, including payment of HUD insured loans. 	 Requiring a 100% inspection of the property following a failing REAC score. 	 Replacing an underperforming management company. 	 Taking ownership away from the property. 	
Overse	HUD is the H/		° Re			

HUD Offices

WAHC recently completed its 2024 Annual Compliance Review (ACR).

HUD Offices

Administrative Fees

<u>WAHC is paid an administrative fee per month based on</u> the number of units contracted. The administrative fee is based on a percentage of the Fair Market Rent (FMR) for the county the units are located in.



<u>Currently, WAHC is also receiving an additional fee</u> specifically for conducting MORs.

Staffing

3 staff members:

- Contract Administrator- Brenda Freestone
- Compliance Auditor- Eugene Weight
- Compliance Auditor Pia Palacios



Questions?

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 8

December 17, 2024

SUBJECT: Additional Items. (For Possible Action)

FROM: President

RECOMMENDATION: For Possible Action

Additional Items:

- a) General matters of concern to Board Members regarding matters not appearing on the agenda. (Discussion)
- b) Reports on conferences and trainings. (Discussion)
- c) Old and New Business. (Discussion)
- d) Request for Future Agenda Topics (Discussion)
- e) Schedule of next meeting. The following date has been scheduled in advance but is subject to change at any time: Tuesday, December 16, 2025. (For Possible Action)