

The Point Pleasant Housing Authority
Point Pleasant, West Virginia
Employee Personnel Policy Manual

Adopted by Agency Board of Commissioners

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**The Point Pleasant Housing Authority
PERSONNEL POLICY MANUAL**

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SECTION 1: WELCOME TO THE POINT PLEASANT HOUSING AUTHORITY

Dear Team Member:

Welcome to the Point Pleasant Housing Authority (the "Agency"), we are excited that you have joined our Agency. At the Point Pleasant Housing Authority we strive to make a difference in the lives of the persons that have been entrusted to us. Our goal is to make your employment experience with us an enjoyable one, while we improve on the services rendered to our client base.

At the Point Pleasant Housing Authority we are committed to providing you with the knowledge, skills and abilities to excel in your career while with us. We believe in upward mobility and transparency in government, as such we hold our employees to an ethical standard that can be viewed by the public as above standard. We hope that you will join us in making the Point Pleasant Housing Authority an employer of choice in this area.

THIS MANUAL SETS OUT GUIDELINES ONLY AND IS NOT A CONTRACT OF EMPLOYMENT. We are not able to foresee the future; therefore, the Agency and/or the Board of Commissioners may need to supplement, modify, or eliminate one or more benefits, work rules, or guidelines described in this Manual. The Agency and Board of Commissioners reserve the right to exercise their discretion to unilaterally make deletions from or additions to this Manual. All such changes must be in writing and authorized by Executive Director . Each employee's continued employment constitutes acceptance of such changes.

NATURE OF EMPLOYMENT

All employees of the Point Pleasant Housing Authority are "at-will". Employment At-Will is a legal doctrine that states that an employment relationship may be terminated by the employer or employee at any time and for any or no reason. As such, an employee may resign his/her employment with the Agency at any time with or without notice. Conversely, the Agency may terminate the employment relationship with or without notice and/or without cause, provided that such termination does not violate any federal or state law **unless termination violates the public policy doctrine for the state of West Virginia.**

Only the Executive Director is authorized to modify the Agency's at-will employment policy or enter into any agreement contrary to this policy. Any such modification must be in writing and signed by the employee and the Executive Director .

Welcome to our team!

SECTION 2: AGENCY POLICIES

A. Authority to Establish Procedures

All personnel policies, amendments, or additions must be approved by the Agency's Board of Commissioners. In directing and coordinating the work of the entire Agency to assure effective and economical accomplishment of its assigned objectives, the Executive Director is authorized to pay wages, establish personnel policies and procedures and to make changes whenever necessary as approved by the Board of Commissioners. Personnel policies and procedures and any necessary administrative interpretations, clarifications, or changes shall be documented and shall automatically become part of this Agency's Personnel Policy Manual as an attachment.

B. Personnel Policy Manual

The Agency views the success of its employees as an asset. This Manual is provided for all employees to read and to assist with the performance of their duties and to communicate the Agency's expectations regarding policies, procedures, regulations, and operations.

1. New employees will be given a Manual to read at the time of the new employee orientation. Each employee will be required to read the Manual and sign and date an acknowledgment.
2. The Manual will be easily accessible to all employees who wish to refer to its contents.
3. Employees requiring assistance in locating or understanding information contained in the Manual should contact the Executive Director.
4. Failure to abide by Agency policies may result in disciplinary action up to and including termination of employment.

C. Adherence to Related Agency Policies, Procedures, Regulations, & Handbooks

All Agency employees are required to read, understand, and be knowledgeable about all current and pertinent Agency-adopted policies, procedure manuals, programs, Agency Plan(s), and federal regulations, as well as, HUD, OSHA, Labor requirements, federal notices, state laws, local ordinances, and any other program or legal requirements specific to their job operations and functions.

Employees should have an understanding of program and work requirements necessary for the performance of tasks under numerous Agency funding mechanisms such as grants, contracts, and/or cooperative agreements.

D. Equal Employment Opportunity/Affirmative Action

The Point Pleasant Housing Authority is an Equal Opportunity Affirmative Action employer. The Agency's commitment to equal employment opportunity extends to all job applicants and employees and to all aspects of employment. The Agency affirms its commitment to good-faith efforts to attain the goals indicated in the Affirmative Action Plan. The Agency further pledges its support to the objectives of the Affirmative Action Plan and for a work environment free of discrimination and harassment. The Affirmative Action Plan will be updated and revised annually in accordance with court interpretations and changes made to the applicable laws and regulations. The goal will be to ensure true equal employment opportunities for all.

1. All employees and applicants are guaranteed equality of employment opportunity. The Agency will not discriminate against employees or applicants upon the basis of race, color, religion, sex, sexual orientation, age, national origin, and disability including pregnancy-related disabilities and health conditions related to pregnancy or the physical recovery from childbirth, status as a disabled veteran or veteran of the Vietnam Era, military status, genetic information, or any other legally protected class or status. The Agency will not otherwise engage in any form of unlawful discrimination or retaliation.
2. The Agency will also abide by the provisions of Section 12 of the Annual Contributions Contract (ACC), which state:
 - a. The Agency shall comply with all statutory, regulatory, and executive order requirements pertaining to civil rights, equal opportunity, and nondiscrimination, as those requirements now exist, or as they may be enacted, promulgated, or amended from time to time. These requirements include, but shall not be limited to, compliance with at least the following authorities: Title VI of the Civil Rights of 1964; the Fair Housing Act; section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975; The Americans with Disabilities Act, and Executive Order 11063.
 - b. In connection with the development or operation of any housing development, the Agency shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, disability, age, or national origin. The Agency shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, disability, age, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or

transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision (modified only to show the particular contractual relationship) in all its contracts in connection with the development or operation of any housing development, except contracts for standard commercial

supplies or raw materials and contracts referred to in guideline c) below and shall require all contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Agency shall post at the housing developments, in conspicuous places available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this nondiscriminatory clause.

- c. The Agency shall incorporate the language required by Executive Order 11246, codified at 41 CFR §60-1.4(b) (or any successor provision), into any contract for construction work, or any modification thereof, which is paid for in whole or in part with funds obtained under the ACC. In addition, the Agency will be bound by the equal employment opportunity provisions set forth at 41 CFR §60-1.4(b) (or any successor provision) with respect to its own employment practices when it uses its own staff (force account) to carry out federally assisted construction.
3. The Agency will post notices provided by the federal government setting forth the provisions of this non-discriminatory clause, at all of its housing developments in conspicuous places available to employees and applicants for employment.
4. The Executive Director is responsible for administering and monitoring the Agency's equal opportunity/affirmative action policies and procedures.
5. Assuming that a job opening exists, the qualifications of a candidate for a promotion or transfer should be assessed solely on the basis of the individual's ability, merit (as demonstrated by the applicant's performance record), seniority, where applicable, as well as the legitimate business needs of the Agency.
6. All other personnel policies and practices of the Agency (including compensation, benefits, discipline, and safety and health programs as well as social and recreational activities) will be administered and conducted without regard to any individual's race, color, religion, sex, sexual orientation, age, national origin, disability, status as a disabled veteran or veteran of the Vietnam Era, military status, genetic information, or any other legally protected class or status.

E. Harassment and Sexual Harassment

The purpose of this policy is to stress the Agency's strong opposition to discriminatory intimidation and harassment, to identify complaint procedures available to employees, and to outline disciplinary penalties that will be imposed for harassing conduct.

1. All Agency employees must comply with the Department of Housing and Urban Development (HUD's) 24 CFR Part 100 Quid Pro Quo and Hostile Environment Harassment and Liability for Discriminatory Housing Practices under the Fair Housing Act.
2. It is against Agency policy for any employee to harass any employee, vendor, contractor, tenant, landlord, or prospective tenant of the Agency through the use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to race, color, religion, sex, sexual orientation, national origin, age (40 or older), disability (including pregnancy) and genetic information, status as a disabled veteran, or any other protected class or status. This includes acts that are declared to be "jokes" or "pranks", but that might reasonably be perceived as hostile or demeaning.
3. Harassment involves verbal or physical conduct that harms or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, sexual orientation, national origin, age (40 or older), disability (including pregnancy) and genetic information, status as a disabled veteran, other protected class or status, or that of his/her relatives, friends or associates and that:
 - a. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
 - b. Has the purpose or effect of unreasonably interfering with an individual's work performance.
 - c. Otherwise adversely affects an individual's employment opportunities.
4. It is illegal and against Agency policy for any employee to harass another employee by making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature as a condition of employment (i.e., pinching, grabbing, patting, propositioning, making either explicit or implied job threats etc.); or by creating an intimidating, hostile, or offensive work environment by engaging in such conduct.

Sexual harassment involves:

- a. Making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature a condition of employment.
 - b. Making submission to or rejection of such conduct the basis for employment decisions.
 - c. Creating an intimidating, offensive, or hostile working environment by such conduct.
5. The creation of an intimidating, hostile, or offensive work environment may include such actions as persistent comments on an employee's sexual orientation or the display of obscene or sexually oriented photographs or drawings, publishing or posting written or graphic material that criticizes or shows hostility or aversion toward an individual or group because of race, color, religion, sex, sexual orientation, national origin, age (40 or older), disability (including pregnancy) and genetic information, status as a disabled veteran, or any other protected class or status that is placed on walls, bulletin boards, or elsewhere on Agency property, including computers or circulated in the workplace.
 6. Unreasonable conduct will not be tolerated. This includes, but is not limited to, excluding employees from information regarding opportunities for advancement; denying access to information, people, or places; treating other employees as inferiors; or selecting one or a few members of a protected class for favorable treatment.
 7. The Agency will determine whether certain conduct occurred and/or whether it constitutes harassment or sexual harassment based upon a review of the facts and circumstances of each situation.
 8. The Agency will not condone any harassment or sexual harassment of employees. Moreover, the Agency will not tolerate inappropriate conduct by independent contractors or other visitors. All employees will be subject to severe disciplinary action up to and including termination for any harassing or sexually harassing behavior.
 9. Employees who believe they have been subjected to harassment or sexual harassment should immediately report the alleged harassment to the Executive Director. If the Executive Director is the source of the alleged harassment, employees should report the problem to the Board of Commissioners.
 10. If the complaint is regarding the Executive Director, then a report may be made to the Board of Commissioners (See EEO Grievance Procedures Policy Section 3.S.).

11. A prompt and careful investigation into the matter will be conducted. This may include questioning employees who may have knowledge of the alleged incident or similar problems. Both the complaint and the investigative actions and findings should be documented thoroughly.
12. Employees who are dissatisfied with the Executive Director's resolution of a harassment or sexual harassment problem may file a complaint in accordance with the Agency's voluntary grievance procedures. (See EEO Grievance Procedures Policy Section 3:S.)
13. No employee should be subject to any form of retaliation or discipline for pursuing a harassment or sexual harassment complaint.
14. The Agency recognizes that the issue of whether harassment or sexual harassment has occurred requires a factual determination based on all the evidence received.
15. The Agency also recognizes that maliciously false accusations of harassment or sexual harassment can have serious effects on innocent men and women. We trust that all employees will continue to act in a responsible and professional manner to maintain a pleasant working environment free of discrimination.
16. The Agency reserves the right to remedy inappropriate or offensive conduct of a harassing nature, regardless of scope or degree. Inappropriate conduct that subjects the Agency to legal liability will be handled in a manner that is appropriate, fair, and legal, up to and including termination of employment. The Agency may report any illegal act to the proper authorities. Employees who violate this policy may be subject to civil damages and criminal penalties.

F. Reasonable Accommodation for Individuals with Disabilities

The Agency is committed to providing equal access to employment opportunities for persons with disabilities including pregnancy-related disabilities and health conditions related to pregnancy of the physical recovery from childbirth. It is the policy of the Agency to abide by all federal and state laws concerning Americans with Disabilities Act (ADA) as amended and including the American Disabilities Amendments Act of (ADAAA). The ADA prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

1. When an individual with a disability requests accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he/she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.
2. The Agency will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to the Agency.
3. The Agency considers a qualified individual with a disability as a person who meets legitimate skill, experience, education, and other requirements of an employment position that he/she holds or seeks.
4. The Agency will not ask or require a job applicant to take a medical examination before extending a conditional job offer. Except under lawful circumstances, the Agency will not make any pre-employment inquiry about a disability or the nature or severity of a disability. However, the Agency may ask questions about the ability to perform specific job functions and may, with certain limitations, ask an individual with a disability to describe or demonstrate how he/she would perform these functions.

NOTE: Tests for illegal use of drugs are not medical examinations under the ADA and are not subject to restrictions of such examinations. The Agency reserves the right to conduct them according to Agency policy and current federal, state and local laws.

5. Employees with disabilities that are not immediately discernible but who feel they are in need of a reasonable accommodation should direct their request, in writing, to the Executive Director .
6. When a request for an accommodation is given to the Executive Director, he/she will:
 - a. Consider the employee or applicant's ability to perform the essential functions of the job, with or without a reasonable accommodation,
 - b. Consider the request for reasonableness, and ensure the request does not have cause of undue hardship on the Agency, or causing a direct threat to workplace safety

- c. Participate in an interactive process with the employee or applicant to identify an accommodation that is reasonable and achieves the goals that prompted the request for accommodation, and
 - d. Reasonable accommodation will be considered in conjunction with the business need and whether or not in providing the accommodation would present an undue hardship on the Agency.
7. The Agency will not participate in a contractual or other relationship that has the effect of subjecting qualified applicants or employees with disabilities to discrimination prohibited by Federal regulations. The relationships referred to in this paragraph include relationships with employment and referral agencies, labor unions, organizations providing or administering fringe benefits to employees of the Agency, and organizations providing training and apprenticeship programs.
 8. All employees are required to comply with the Agency's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until a decision has been made in regard to the employee's immediate employment situation.
 9. Individuals who are currently using illegal drugs are excluded from coverage under the Agency ADA policy.

Terms Used in This Policy

As used in this ADA policy, the following terms have the indicated meaning:

1. Disability: A physical or mental impairment that substantially limits one or more major life activities of the individual, a record of such an impairment, or being regarded as having such an impairment.
2. Major life activities: Term includes caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.
3. Major bodily functions: Term includes physical or mental impairment such as any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin and endocrine. Also covered are any mental or psychological disorders, such as intellectual disability (formerly termed "mental retardation"), organic brain syndrome, emotional or mental illness and specific learning disabilities.

4. Substantially limiting: In accordance with the ADAAA final regulations, the determination of whether an impairment substantially limits a major life activity requires an individualized assessment, and an impairment that is episodic or in remission may also meet the definition of disability if it would substantially limit a major life activity when active. Some examples of these types of impairments may include epilepsy, hypertension, asthma, diabetes, major depressive disorder, bipolar disorder and schizophrenia. An impairment, such as cancer that is in remission but that may possibly return in a substantially limiting form, is also considered a disability under EEOC final ADAAA regulations.
5. Direct threat: A significant risk to the health, safety or well-being of individuals with disabilities or others when this risk cannot be eliminated by reasonable accommodation.
6. Qualified individual: An individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.
7. Reasonable accommodation: Includes any changes to the work environment and may include making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, telecommuting, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.
8. Undue hardship: An action requiring significant difficulty or expense by the employer. In determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include:
 - a. The nature and cost of the accommodation.
 - b. The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of persons employed at such facility, the effect on expenses and resources, or the impact of such accommodation on the operation of the facility.
 - c. The overall financial resources of the employer; the size, number, type and location of facilities.
 - d. The type of operations of the Agency, including the composition, structure and functions of the workforce; administrative or fiscal relationship of the particular facility involved in making the accommodation to the Agency.
9. Essential functions of the job: Term refers to those job activities that are determined by the employer to be essential or core to performing the job; these functions cannot be modified.

The examples provided in the above terms are not meant to be all-inclusive and should not be construed as such. They are not the only conditions that are considered to be disabilities, impairments or reasonable accommodations covered by the ADA/ADAAA policy.

G. Reasonable Accommodations for Religious Beliefs

The Agency is dedicated to training its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the Agency's dress code or the Individual's schedule, basic job duties, or other aspects of employment. The Agency will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be burden on operations, including other employees, when determining a reasonable accommodation. At no time will the Agency question the validity of the person's belief. All requests for Religious Accommodations must be presented in writing to the Executive Director.

H. Whistle Blower

The Agency strives to conduct its business with the utmost integrity and in strict accordance with all applicable federal, state and local laws and regulations. The Agency encourages any employee with knowledge of activity that he/she believes is illegal or dishonest to report such information to the appropriate management personnel without fear of retaliation or other adverse action by the agency. The purpose of this policy is to protect those individuals who qualify as "whistleblowers" from retaliation where they, in good faith, reported actions they believed were illegal, dishonest or contrary to Agency policy, and to clarify how such reports may be made. The whistleblower is not responsible for investigating the matter or determining fault.

1. Types of Issues that may be of concern:

Improper actions undertaken by an employee/agent of the Agency in the performance of his/her official duties which:

- a. are in violation of any federal, state, or local laws or regulations;
- b. constitutes intentional breaches of contract;
- c. constitute an abuse of authority;
- d. constitute fraud;
- e. constitute a misappropriation of Agency funds and/or other assets;
- f. create a substantial and specific danger to public health or safety; or
- g. grossly waste public funds.

2. How to Report a Concern:

An employee who has a good faith concern that improper action has occurred or is about to occur, and he/she wants to report his/her concerns to the agency, must do so in writing to:

- a. the Executive Director or his/her designee; or
- b. the Chairperson or other member of the Board of Commissioners (if raising the matter with the Executive Director is not appropriate).

The identity of the reporting employee will be kept confidential to the fullest extent possible. The Agency shall have thirty (30) working days to investigate and take action on verified concerns.

3. How the Whistleblower is Protected

This policy protects the whistleblower by first, insofar as possible, maintaining his/her confidentiality. The identity of the whistleblower may have to be disclosed in the course of conducting a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense.

The policy also protects the whistleblower from retaliation by the Agency in any form including adverse employment actions such as inappropriate termination, compensation reductions, poor work assignments and any threats of physical harm. Any whistleblower who believes he/she is being retaliated against must report the matter immediately to the Executive Director or his/her designee or a Board Chairperson/Board member where appropriate. The right of a whistleblower to protection from retaliation does not include immunity for any personal wrongdoing by the whistleblower that may be alleged and investigated.

The employee must exercise sound judgement to avoid baseless allegations. An employee who knowingly files a false report of wrongdoing will be subject to discipline, up to and including termination.

I. **Smoke/Tobacco-Free Workplace**

To protect the health, welfare and safety of visitors, tenants, program participants, employees, contractors and vendors the Agency provides a smoke-free work environment. The health hazards related to smoking are well-documented. These health hazards impact both the smoker and the non-smoker who is exposed to second and third hand smoke.

Smoking means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette or pipe or any other heated tobacco or plant product intended for inhalation, including hookahs and marijuana whether natural or synthetic, in any manner or in any form. All tobacco products are prohibited on the Agency property within twenty-five (25) feet of entrances. Tobacco products include but are not limited to cigars, cigarettes, pipes, snuff, chewing tobacco, e-cigarette, weed, and other forms of smokeless tobacco.

The Agency prohibits smoking inside, offices, residential units, maintenance shops, laundry rooms, company vehicles, housing development community centers, common areas and playgrounds.

The Smoke-Free Workplace policy applies to:

1. All areas of buildings occupied by Agency employees and tenants
2. All community centers, laundry centers, day care centers, or similar structures.
3. All Agency sponsored off-site conferences and meetings.
4. All vehicles owned or leased by the Agency.
5. All contractors, vendors and/or their employees working on Agency premises.
6. All employees, temporary employee, contractors, vendors, tenants and program participants.
7. Smoking is prohibited within twenty-five (25) feet of entrances for all Agency buildings (i.e., entry ways, porches, balconies, patios or any other Agency property boundary where boundary is less than twenty-five (25) feet from the Agency owned building.
8. All materials used for smoking in designated smoking areas, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
9. In fairness to all employees, smoking is permitted in designated areas. Individuals who smoke are expected to comply with existing Agency timekeeping policy. Smoke breaks are not compensated by the Agency.
10. Violation of this policy will be subject to disciplinary action up to and including immediate termination.

J. **Drug-Free and Alcohol Workplace**

The Drug-Free Workplace Act of 1988 requires that no federal funding be available for institutions that do not have in place a Drug-Free Workplace policy. In compliance with the Drug-Free Workplace Act of 1988, the Agency has a commitment to provide a safe, quality-oriented and productive work environment consistent with the standards of the community in which it operates. Alcohol and drug abuse pose a threat to the health and safety of Agency employees, tenants, program participants and visitors and to the security of the Agency's equipment and facilities.

1. Sanctions for non-compliance with the Agency's Drug-Free Workplace Policy: Violation of the Agency's Drug-Free Workplace Policy could result in suspension or termination of the individual so affected.
 - a. The Drug-Free Workplace Act of 1988 requires that the Agency, as a federal contractor and grant recipient, certify that it provides a drug-free workplace through the publishing of this statement notifying employees that as a condition of their employment, they are to abide by the terms of this statement.
 - b. It is the Agency's policy to maintain a drug-free workplace. The unlawful manufacture, distribution, possession, use or sale by an employee of a controlled substance during working hours is strictly prohibited. Further, it is a violation of this policy for an employee to possess, consume or be under the influence of alcohol during working hours. The Agency does not condone criminal activity on its property, or on property under its direct control, and will take appropriate employee action, up to and including dismissal or required participation in drug abuse assistance or rehabilitation programs.
 - c. The unlawful manufacture, distribution, dispensing, possession, or use of any substance appearing on Schedules I-V of Section 202 of the Controlled Substances Act is prohibited in the Agency workplace.

2. Notification of Conviction

If indicted or convicted of a criminal drug offense which occurred while an employee of the Agency, the employee is required to report the conviction to the Executive Director or his/her designee of the Agency within five (5) days. Failure to do so will result in disciplinary action up to and including termination of employment.

In implementing and enforcing this policy, the Agency may test applicants and employees for the presence of drugs and/or alcohol.

3. Definitions

- a. **Alcohol or alcoholic beverage** – means an intoxicating agent in a beverage that may be legally sold and consumed, and that has an alcoholic content in excess of .04% for safety sensitive positions and .08% for non-safety positions. (i.e., ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol.)
- b. **Alcohol Test** – means an analysis of breath or blood, or any other analysis which determines the presence, absence or level of alcohol as authorized by the relevant regulations of the U.S. Department of Transportation.
- c. **Adulterated specimen.** A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.
- d. **Certified laboratory** – means any facility equipped to perform the procedures prescribed in this policy, in accordance with the standards of the United States Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration.
- e. **Chain of Custody** - refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing accountability at each stage in handling, testing, and storing specimens and reporting test results.
- f. **Drug** – means any substance (other than alcohol) capable of altering the mood, perception, pain level, or judgment of the individual consuming it and/or the metabolite of any such substance. Any drug subject to testing pursuant to drug testing regulations adopted by DOT.
- g. **Drug Test or Tests** – mean any chemical, biological, or physical instrumental analysis administered by a certified laboratory for the purpose of determining the presence or absence of a drug or its metabolites or alcohol pursuant to regulations governing drug or alcohol testing adopted by the DOT.
- h. **Prescribed Drug** – means any controlled substance prescribed for the individual consuming it by a licensed medical practitioner. Controlled substance means that distribution of a substance (usually a drug) is subject to regulation by state or federal law (i.e., it can only be prescribed by a licensed medical practitioner).

- i. **Drug Rehabilitation Program** – means a service provider that provides confidential, timely, and expert identification, assessment and resolution of employee drug or alcohol abuse.
 - j. **Illegal drug** – means any drug or controlled substance, the sale or consumption of which is illegal.
 - k. **Medical Review Officer (MRO)** – means a licensed physician, employed with or contracted with the Agency, who has knowledge of substance abuse disorders, laboratory testing procedures and chain of custody collection procedures; who verifies positive, confirmed test result; and who has the necessary medical training to interpret and evaluate an employee’s positive test result relation to the employee’s medical history or any other relevant biomedical information.
 - l. **Specimen** – means urine, blood, breath, saliva, or hair.
 - m. **Inhalant** – means any glue, paint, aerosol, anesthetic, cleaning agent, solvent, or other substance that, when inhaled or ingested, will cause a condition of intoxication, euphoria, excitement, exhilaration, stupefaction, or dulling to the senses and that contains chemicals, including, but not limited to: toluene, xylene; hexane; acetone; methylene chloride; methanol; Freon(s); benzene; (iso) amyl nitrite; (iso) butyl nitrite; (iso) propyl nitrite; N-butyl nitrite; butane; propane; fluorocarbon, hydrocarbons; ethyl chloride; nitrous oxide; halothane; tetrachloroethylene; trichloroethane; trichloroethylene.
4. No prescribed drug shall be brought on Agency premises by any person other than the person for whom the drug is currently prescribed by a licensed medical practitioner and shall be used only in the manner, combination, and quantity prescribed.
 5. The Agency will not tolerate on-premises or on-duty use, possession, or distribution of illegal drugs or alcohol or the abuse of inhalants. Employees who use these substances off duty and report for work under their influence may be terminated.
 6. The illegal use, sale, trade, or delivery of a drug or controlled substance or the illegal possession of same on or off duty is cause for termination.
 7. Upon reasonable suspicion, the Agency reserves the right to search, without employee consent, all areas and property in the Agency which the Agency maintains control or joint control with the employee. Otherwise, the Agency may notify appropriate law enforcement

agencies that an employee may have illegal drugs in his/her possession or in an area not jointly or fully controlled by the Agency.

8. Applicant Testing

All persons who seek employment for a true safety-sensitive position will be required to submit to drug testing only after a conditional offer of employment has been made. Collection sites, laboratory locations, the Medical Review Officer ("MRO"), and record keeping will all follow the guidelines set forth in this policy.

9. Employee Testing

All employees may be required to submit to testing under the specific guidelines described in the Drug and Alcohol Testing Policy.

- a. **Post-Accident Testing:** Drug and/or alcohol testing, concurrent with treatment for injury or as soon as practicable after non-injury property damage, will be required if the employee:
 - i. Has sustained a personal injury or caused a co-worker or any other person to be injured or
 - ii. Has caused a work-related accident or was operating or helping to operate machinery, equipment, or a vehicle involved in a work-related accident or in damage to property.
- b. **Reasonable Suspicion Testing:** Drug and/or alcohol testing may be required if the Executive Director or his/her designee determines that a "reasonable suspicion" exists based on objective factors such as the appearance or action of an employee, that an employee:
 - i. Is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired, or so the employee's ability to perform his/her job safely is reduced; or
 - ii. Has violated the Agency's written work rules against the use, possession, sale, or transfer of drugs, alcohol, or inhalants.
 - iii. Any of the following, alone or in a combination, may constitute reasonable suspicion of an impairment:

- 1) Slurred speech;
 - 2) Alcohol odor on breath;
 - 3) Unsteady walking and movement;
 - 4) An accident involving Agency property, where it appears the employee's conduct is at fault;
 - 5) Physical altercation;
 - 6) Verbal altercation;
 - 7) Unusual behavior;
 - 8) Possession of alcohol or drugs;
 - 9) Information obtained from a reliable person with personal knowledge.
- iv. Any Agency management directing an employee to submit to a drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.
- v. Any Agency management encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon direction shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is under the influence of alcohol and/or drugs, the employee must be safely removed from the worksite.
- c. **Random Testing:** At the discretion of Agency management, employees may be required to participate in random, spot-check drug screens. Drug tests are unannounced, and every employee has an equal chance of being selected for testing.
- d. **Return-to-Duty/Follow-Up Testing:** The Agency may conduct follow-up testing as permitted and/or required by law. Any positive test during this period may result in termination without notice.
- e. **Testing Pursuant to Regulations:** The Agency will also conduct testing as required or recommended under the provision of any state or federal government regulations. Any employee who is within a regulated group requiring testing will be required to abide by the Agency's policy as well as any government programs.

10. Testing Procedures

- a. Testing of employees will be conducted either during the employee's workday or immediately thereafter. Employees will be compensated for this time at their regular rate of pay.

- b. The Agency may use Breathalyzers or other testing procedures to detect alcohol use or influence by employees while on duty. If alcohol use or impairment is suspected, an employee should be treated in the same fashion as other employees subject to for-cause investigations.
- c. All applicants and employees who are requested to submit to testing will be directed to report to a laboratory selected by the Agency for the purpose of testing, including, without limitation, providing a urine, blood, or hair specimen for testing.
- d. Specimen collection will be performed by the laboratory's personnel and will be conducted in accordance with federal, state, and local requirements to guard the integrity of the specimens, maintain the chain of custody, and ensure the tests are treated as confidential and distribution limited to those having a "need to know."
- e. Testing of the specimen will be performed by a certified laboratory. The method of initial testing used will be Enzyme Multiplied Immunoassay Technique (EMIT). In the event, the initial test results are positive; the laboratory will perform a second test on the same specimen to confirm the test results. The confirmation test method used will be GC/MS (gas chromatography/mass spectrometry). Except as otherwise provided under this policy, all initial and confirmation tests will be performed at the expense of the Agency.
- f. Positive test results may be reviewed by the laboratory's Medical Review Officer (MRO) who may interpret and evaluate the test results together with the individual's medical history and any other relevant information. Applicants and employees will have the right to obtain results and provide the Medical Review Officer (MRO) and/or Executive Director with any information the applicant or employee believes may affect the outcome of the test.
- g. All test results will be reported to the Agency's designee.

11. Confidentiality

- a. All test results, and related information will be maintained and treated as confidential by the Agency, except for limited disclosure to representatives on behalf of the Agency who have a legitimate "need to know" for authorized business purposes.
- b. Such records are the property of the Agency and shall be maintained in a file separate from the employee's regular personnel file in order to avoid the inadvertent disclosure

of the results but may be made available to the applicant or employee upon his/her request for inspection or copying.

- c. The testing laboratory will not disclose to the Agency any information revealed by the testing relating to the general health, pregnancy, or other physical or mental condition of the person tested or any other information if the disclosure is prohibited by federal, state, or local law.

12. Policy Violations and Consequences

- a. Applicants who refuse to sign a drug-test consent/release or submit to testing or who adulterate, dilute, or otherwise tamper with a test specimen or have a positive test result that is confirmed in accordance with federal, state, and local rules and regulations may be denied employment.
- b. Employees may be subject to disciplinary action up to and including termination for any of the following:
 - i. Refusing to sign a drug-test consent/release;
 - ii. Refusing to submit to a drug-test;
 - iii. Providing an adulterated, diluted, or a substituted specimen on an alcohol or drug test;
 - iv. Testing positive for alcohol, at a concentration of 0.04 or above, in a post-accident test, reasonable suspicion test, random test, return-to-duty/follow-up testing or any other test administered in accordance to this policy;
 - v. Testing positive for controlled substance(s) in a post-accident test, reasonable suspicion test, random test, return-to-duty/follow-up testing or any other test administered in accordance with this policy.
- c. Any employee who is terminated from employment in accordance with this policy is considered to have been terminated for misconduct and may not be eligible to collect unemployment compensation benefits.
- d. The Agency will not take any action under this policy in violation of the Americans with Disabilities Act as amended including the ADA Amendments Act of 2008, or any other applicable law.

- e. As a result of disciplinary action arising from a drug or alcohol problem, an employee may be required to participate in an Agency approved drug or alcohol treatment program at the employee's expense. An employee who is so required will be evaluated for drug and alcohol use by a professional in this field. An employee may also be required to participate in follow-up care as part of a comprehensive alcohol and drug treatment program. Depending upon the nature of the conduct, which led to the employee's mandated participation in an alcohol and drug treatment program, the employee may be required to submit to random or unannounced screening for alcohol and/or drugs for a specified period of time and to meet various performance standards, which are imposed as a condition of continuing employment.
- f. Employees who come forward to admit they have a substance abuse problem prior to the Agency's initiation of investigative and/or disciplinary procedures may, at the Agency's discretion, be granted leave for the purpose of obtaining appropriate counseling and treatment. Employees seeking appropriate treatment may be conditionally reinstated to their previous status provided they undergo Agency-approved substance abuse counseling/treatment at their own expense, maintain the preventive course of conduct prescribed by their drug and alcohol counselor and doctors, and their work performance is not adversely affected by continued abuse of drugs and alcohol.
- g. Treatment for alcoholism and other drug addictions is regarded the same as treatment for any other illness or disability. The Agency is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as disability under federal and/or state law.
- h. **Employees who are granted the opportunity for treatment will have only one opportunity to go through counseling/treatment.** Employees who do not follow the prescribed preventive maintenance treatment by their drug counselor or who relapse or engage in drug or alcohol use affecting their job performance will be terminated.
- i. The Agency reserves the right, when having reasonable suspicion, to search any employee entering on its property or off-site while performing services for the Agency and to search property, equipment, and storage areas including but not limited to clothing, personal effects, vehicles, buildings, rooms, facilities, offices, parking lots, desks, cabinets, and lunch and equipment boxes or bags. Any items, which an employee does not want to have inspected, should not be brought to work.

13. Amendments

- a. In accordance with federal, state, and local regulations, the Agency has the right to make changes to this policy at any time.
- b. If any part of this policy is determined to be void or unenforceable under state or federal law, the remainder of the policy, to the extent possible, remains in full force and effect.

14. Medicinal and Recreational Marijuana

The Agency observes the common rule of the Federal Marijuana Law of the Controlled Substances Act (CSA) (21 U.S.C. § 811), which does not recognize the difference between medical and recreational use of marijuana and has established the required Drug Free Workplace Policy. Violations of this policy may be subject to disciplinary action up to and including termination of employment.

SECTION 3: EMPLOYMENT REGULATIONS, POLICIES, & PROCEDURES

The Agency provides equal opportunity to all applicants and employees on the basis of ability, experience, training, and potential. It is essential that all interviewing and management personnel be aware the Agency is committed to upholding all federal, state, and local laws concerning Equal Employment Opportunity.

A. Personnel Actions Authority

The authority to appoint, promote, demote, and terminate personnel, shall be vested in the Executive Director . Personnel action(s) relating to key employees (an employee designated by the Agency to a particular government contract as a key employee to that contract), may be determined by the Agency's Board of Commissioners based upon the recommendation of the Executive Director .

B. Recruitment, Employment, and Preferences

1. The Executive Director shall be appointed by the Agency as prescribed in the bylaws of the Agency. The Executive Director shall also serve as the Secretary of the Board of Commissioners (Board) of the Agency and shall exercise such duties as set forth in the bylaws. The Executive Director , with prior consent or approval from the Board of Commissioners, has authority to establish or abolish positions or classes of positions within the organizational structure.
2. When a vacancy occurs in the Executive Director position, the Board will follow the Agency's recruitment and screening policy and process as outlined below. The Board will conduct applicant evaluations in Executive Session of a regular or special Board meeting. Most qualified applicant will be selected by the Board during the Executive Session. The Board will announce its decision and appoint the new Executive Director during open session of the Board meeting. If a decision is not reached during the Executive Session, then the Board will announce that a decision was not made, and that the above process will be repeated at a future Board meeting.
3. The Agency shall announce by appropriate means all vacancies to be filled and shall maintain a public posting of current employment opportunities. Each announcement, insofar as practicable, shall specify the title, salary, nature of the job, and the required qualifications. Each announcement shall contain a statement affirming the Agency's commitment to a policy of equal employment opportunity.
4. The Agency shall take positive steps to assure that recruitment publicity is effectively disseminated among employees as well as to the broader labor market. Exceptions to this

provision shall be positions that returning military veterans, whose positions were abolished during their absence, are qualified to fill.

5. Current and former employees applying for a new position within the Agency may be required to follow the same hiring and pre-employment procedures as new applicants.
6. Each applicant must complete and sign the Agency's application for employment. All information submitted by applicants is subject to verification. Applications will be considered without regard to race, color, religion, sex, sexual orientation, age, national origin, and disability, status as a disabled veteran or veteran of the Vietnam Era, military status, genetic information, or any other legally protected class or status.
7. Depending upon the nature of the vacancy and administrative requirements, pre-employment assessments may be administered and all applicants for a particular job opening will be treated equally and may be required to take the same pre-employment assessments. If an applicant requests a reasonable accommodation for purposes of the application process or to enable employment in a position, management will take the accommodation into consideration as required by the Agency's Equal Employment Opportunity Policy. Any information provided will be kept confidential and be used solely in accordance with the Americans with Disabilities Act as amended including the ADA Amendments Act of 2008.
8. Substance abuse screens may only be given to candidates to whom an employment offer has been extended. If a candidate qualifies for an offer of employment, the offer will be conditioned upon satisfactory substance abuse screening. The screening should be conducted in accordance with the Agency's Drug and Alcohol Testing policy.
9. Qualification standards shall be assessed solely on the basis of the individual's ability, education, experience, skills, and merit (as demonstrated by the applicant's performance record), as well as the legitimate business needs of the Agency. If all other factors are equal, preference may be given to applicants in the following order:
 - a. Qualified regular full-time employees (seniority given first consideration),
 - b. Qualified public housing tenants and Section 8 program participants,
 - c. All other qualified applicants.
10. An applicant and/or appointee shall be disqualified from consideration for employment if he/she: (1) does not meet the qualifications deemed necessary for performance of the

duties of the position involved; (2) has made a maliciously false statement of material fact on his/her application or supplements thereto; (3) has committed or attempted to commit a fraudulent act at any point in the evaluation process; (4) is not a legal resident of the United States at the time application is made; or (5) is not authorized to work in the United States. An applicant may be disqualified from consideration based upon other reasonable grounds relating to job requirements.

C. **Background Checks**

The Agency may conduct background checks as a condition of employment to determine or verify background information, including criminal history. The purpose of the background check is to ensure that individuals who join the Agency are well-qualified, have a strong potential to successfully fulfill the requirements of the job, and have honestly presented their background and qualifications as outlined on their application and résumé.

1. Background checks may apply to new hires and current employees who transfer into a position when the position was identified as requiring a background check, and a background check was not done when the employee was hired.
2. Depending on the nature of the position, the Agency may inquire into an individual's background in one or more of the following areas: educational records, criminal records, credit records, driving records, military records, federal court records, etc. Other kinds of verification checks may be added if the particular position warrants.
3. Background checks will be performed every three (3) years for each employee or volunteer that works directly or indirectly with children/youth/minors (i.e., recreational positions, maintenance and administrative positions pertaining to such programs).
4. Procedures for obtaining background information and recordkeeping relating to background checks shall be established and maintained by the Executive Director.
5. Notification of the background screening requirements will be included in information provided to job candidates.
6. Any individual to whom an offer of employment is made shall be required to provide the necessary information used to conduct a background check and sign the appropriate consent form. The following information will be provided for the applicant and/or employee:
 - a. Consequences of failing to submit to the background check, and

- b. Reasonable means used to maintain confidentiality of the results from the background check.
- 7. Background check results will be processed in a timely manner and will be revealed only on a legitimate need-to-know basis for authorized business purposes by the Executive Director.
- 8. A prospective or current employee who declines to consent to the background check shall have the conditional offer withdrawn and will be subject to disqualification from consideration for employment and/or selection.
- 9. Any prospective or current employee who provides maliciously false information required to perform a background check shall be eliminated from further consideration for employment/selection.

10. Criminal Background Checks

Criminal background checks may include only prior convictions. Having a criminal history or criminal conviction does not necessarily preclude employment. The nature of the offense and its relevance to the particular job are considered on a case-by-case basis. The Executive Director will take into consideration the department/position applied for, the nature and gravity of the offense, and the time that has passed since the conviction. Any candidate who is not appointed because of prior convictions may appeal the decision in writing to the Executive Director within fourteen (14) calendar days of receiving written notice of the decision.

11. Reference Checks

An applicant for employment must provide at least three (3) references (other than family members). Before extending an employment offer, a representative of the Agency will make contact with and obtain information from said references in a professional manner, requesting only factual, verifiable and job-related information.

12. Driver's License Check/Motor Vehicle Report

All employees who, by job classification (job description), are required to operate an Agency vehicle on a regular or occasional basis must maintain a valid driver's license of appropriate class and a driving record favorable to insurability under the Agency fleet insurance program. All employees are subject to a driver's license check/motor vehicle report on at least an annual basis if their job duties require driving an Agency vehicle. Failure to maintain the ability to drive an Agency vehicle for reasons that will increase the

Agency's liability is cause for dismissal. The driver's license check/motor vehicle report is a pre-employment condition as well as a condition for continuing employment by the Agency.

NOTE: Personal Vehicle Responsibility

All employees who use their personal vehicles for Agency business must have a current driver's license, a current inspection sticker, a current registration sticker and vehicle liability insurance in the minimum amounts required by state law. Otherwise, the vehicle is not authorized for Agency use.

13. State/National Sexual Offender Registry Check

All applicants will be verified through a third-party security service organization to see if they have been included in any state or federal sexual offender registry. For national sexual offender registry, the Agency may also access the U.S. Department of Justice's website (www.nsopr.gov) and/or the Federal Bureau of Investigation's website (www.fbi.gov/scams-safety/registry).

D. **Fitness for Performance**

An applicant for hire or an employee may be required to undergo medical and/or physical examinations to determine fitness for employment and/or continued employment. Determination of the employee's mental and physical fitness to perform required duties shall be based on a medical examination performed by a physician designated by the Agency and paid for from Agency funds. Such examination will be based on the performance requirements of the position and shall be conducted after a conditional offer of employment has been made.

Subsequent examinations may be required of employees as follows:

1. When an employee is assigned to another position with differing requirements.
2. When an employee reports for duty following absence due to illness or injury.
3. When, in the judgment of the Executive Director or designee, the employee's fitness and ability to perform required duties is impaired or diminished and interferes with the performance of duties or presents a threat to the health, safety and welfare of himself/herself or other employees.

4. Employees rehired or recalled after layoff and employees appointed to temporary, full-time temporary, and seasonal positions may also be required to pass a medical examination to determine fitness to perform the duties of the position to which assigned.
5. Otherwise, qualified individuals with a disability will be considered for a reasonable accommodation in accordance with applicable law.
6. When a request for an accommodation is provided to the Executive Director, he/she will:
 - a. Consider the employee or applicant's ability to perform the essential functions of the job, with or without a reasonable accommodation,
 - b. Consider the request for reasonableness,
 - c. Participate in an interactive process with the employee or applicant to identify an accommodation that is reasonable and achieves the goals that prompted the request for accommodation; and
 - d. Make recommendations and a decision regarding reasonable accommodation that will not impose an undue hardship on the Agency.

In the event that an employee is found to be mentally or physically unfit to perform his/her required duties, based on the determination of a physician's medical examination, the Executive Director may make a reassignment of duties or place the employee on appropriate leave or terminate the employee.

E. Personnel Information

It is the policy of the Agency to maintain personnel records for applicants, employees, and past employees in order to document employment-related decisions, evaluate and assess policies, and comply with legal record-keeping and reporting requirements.

1. It is the responsibility of the employee to keep Agency personnel files updated. The following information must be provided at the time of employment, and changes should be submitted promptly by the employee in writing:
 - a. Name, address, and telephone number.

- b. Marital status (for benefits and tax withholding purposes only).
 - c. Number of dependents.
 - d. Addresses and telephone numbers of dependents and spouse or former spouse for insurance purposes only.
 - e. Beneficiary designations for any of the Agency's insurance, disability, pension, and profit-sharing plans.
 - f. Persons to be notified in case of an emergency.
 - g. In addition, employees who have a change in the number of dependents or marital status must complete a new Form W-4 for income tax withholding purposes within ten (10) days of the change, if it results in a decrease in the number of dependents.
 - h. From time to time, employees may be required to complete a new Form W-4 for income tax withholding purposes. The new form will be provided by Executive Director.
2. The Agency attempts to balance its need to obtain, use, and retain employment information with a concern for individual employee rights of privacy; therefore, all personnel information is closely controlled.
- a. Medical records, documents necessary for the administration of Agency benefit programs, and any investigatory information should be kept in a separate confidential file. I-9 forms should also be kept in a separate file. These files may be examined only by appropriate members of Agency management and as required by law or administrative procedure.
 - b. Management staff may examine active and separated employee files on a legitimate "need-to-know" basis for authorized business purposes. The inspection should be approved by the Executive Director and should be recorded in the file inspected.
 - c. Employees are to refer all requests from outside the Agency for personal information concerning applicants, employees, and past employees to the Executive Director.
 - d. Information contained in employee personnel files will not be released to unauthorized or third parties unless written authorization is obtained from the employee. Exceptions may be made to cooperate with legal, safety, and medical officials who need specific employee information.

- e. The Agency need not inform an employee that personal information was disclosed to law enforcement agencies if it concerns an investigation into the employee's on-the-job conduct, especially when an employee's actions endanger other employees or Agency security and property.
- f. Generally, the Agency will also cooperate with federal, state, and local government agencies investigating an employee if the investigators furnish proper identification and proof of legal authority to investigate. However, the Agency may first seek advice of legal counsel.

F. Orientation

The purpose of this policy is to ensure that new employees are introduced properly to their co-workers and instructed in their job duties, responsibilities, and Agency policies and practices.

1. The primary responsibility for arranging and conducting each new employee's orientation belongs to the Executive Director.
2. New employees shall be welcomed and given a tour of the Agency, introduced to co-workers, have job duties and responsibilities explained, and informed of important work rules, procedures, and requirements.
3. All new employees shall receive a copy of the Manual to read during their orientation session.
4. Employees shall sign a statement that they have read the Manual and agree to abide by its rules, terms, and provisions.
5. All necessary paperwork must be completed by new employees, including tax withholding, payroll deduction, I-9, and any other form(s) required by law and or Agency policy.

G. Immigration Reform and Control Act

To comply with the Immigration Reform and Control Act of 1986 (the "IRCA"), all new employees must provide documentation approved by the Department of Homeland Security U.S. Citizenship and Immigration Services (the "USCIS").

1. During orientation, new employees must complete and sign their portion of the USCIS Form I-9. The employee must:

- a. Within three (3) business days after the employee's date of hire, provide proof of eligibility as required by the IRCA; or
 - b. Provide the Agency with a receipt indicating the employee's application for the proper documents within three (3) business days after the date of the employee's hire if the employee does not have the documents; and within ninety (90) calendar days after the employee's date of hire, present the required documents to the Agency for examination. Failure to provide the required documentation may result in termination of employment.
2. The Agency will not discriminate against individuals on the basis of national origin or citizenship, or any other unlawful basis.
 3. The Agency will not require employees to produce documentation of their authorization to work in the United States beyond that required by or permitted by the USCIS.

H. Introductory/Evaluation Period

New employees may serve an introductory/evaluation period. During this introductory/evaluation period, employees will have an opportunity to get acquainted with their fellow employees, surroundings, work rules, and new duties. At the same time, employees' work, attendance, abilities, cooperation, and potential value to the Agency will be carefully studied by the Executive Director. This period is established to benefit both the employee and the Agency. If at any time during this period, the employee is unable to adapt successfully to the requirements of the position, the department, or the Agency, employment can be terminated immediately.

1. All new employees shall serve an introductory/evaluation for the term period of Six (6) months calendar days.
2. All full or part-time employees who are promoted may be required to serve an evaluation period for a period of time to be determined by management.
3. The Executive Director may require an additional Six (6) months day extensions of the introductory/evaluation period for justifiable reasons, such as:
 - a. The Executive Director has reason to believe that an employee whose performance has been marginal will, with additional training and experience, reach an acceptable level of performance; or

- b. The employee was absent for a period of time that adversely affects the Executive Director's ability to evaluate the employee's performance.
4. Employees who have successfully completed their introductory/evaluation period may be offered continued employment with the Agency depending on the work demand.
5. The successful completion of the introductory/evaluation period does not mean that an employee's employment will continue for any definite period of time. Rather, an employee who successfully completes the introductory/evaluation period continues within the employment principles and practices of the Agency as stated in **Section 1** of this policy manual.
6. Employees transferred at management's request during their introductory/evaluation period may serve a new introductory/evaluation period commencing with the effective date of transfer.
7. Extensions of the introductory/evaluation period or transfers will not affect the commencement of benefits.

I. **Nepotism/Employment of Relatives**

According to the HUD Annual Contribution Contract (ACC), a Housing Authority may not hire an employee in connection with a Low-Rent or Section 8 program if the prospective employee is an "immediate family member".

Members of commissioners or employee's immediate family or household will be considered for employment on the basis of their qualifications of merit and fitness. However, the Agency recognizes that a close familial relationship between an employee and a supervisor creates an actual conflict of interest or the appearance of a conflict of interest that has the potential to create an adverse impact upon employee work performance and morale and relates to fitness of employment. Therefore, immediate family members or household members of commissioners or existing employees may not be hired, if employment would:

1. Create a supervisory relationship between immediate family¹ or household members: No official or employee shall supervise or be in a direct line of supervision over a member of his/her immediate family or household member, nor shall any commissioner or employee have authority to appoint, terminate, or discipline a member of his/her immediate family member or household member.

2. Place immediate family² or household members in a position where one family member or household member would audit, verify, receive, or be entrusted with moneys received or handled by the other family member or household member.
3. This policy may also be considered when assigning, transferring, or promoting an employee and applies to all types of employees (i.e., full-time, part-time, temporary and contract).

For the purpose of this policy, immediate family or household member (“familial relationship”) is defined as follows:

Immediate Family Member¹ – Spouse, parent, children, stepchildren, sibling, in-law, aunt, uncle, niece, nephew, grandparent, grandchild, step-relatives, and persons who maintain a mutual residence.

Immediate Family² – Spouse, parent, children, stepchildren, sibling, and persons who maintain a mutual residence.

Employees who become immediate family members or household members as defined herein (“creation of the familial relationship”) may continue employment as long as their employment does not violate the conditions set forth above. If one of the conditions set forth above does result from the creation of the familial relationship, the Agency will make attempts to locate a suitable position with the organization to which one of the involved employees will be transferred and/or will make reasonable efforts to assign job duties so as to minimize the problems of supervision, safety, security, work performance or moral. If a transfer or such reasonable efforts of this nature are not feasible within thirty (30) days of the creation of the familial relationship, the employees in question will be permitted to determine which of them will resign. If the employees do not make the decision within the (10) days, the Agency will require the employee with the least seniority to resign from their position.

The requirements of this subsection may be waived by the Board of Commissioners of the Agency for good cause, provided such waiver is permitted by state and local law, and a waiver is obtained from HUD in accordance with the ACC, Section 19.I (Authority to Affect Personnel Actions).

J. **Employment of Minors**

In order to comply with federal and state Child Labor Laws, the Agency will be required to meet requirements of obtaining Employment Certifications for all employees of the classification of minor as classified by state Child Labor Laws. Federal law allows unlimited work hours for minors age 16 and 17 but must not be assigned to an occupation declared to

be hazardous by the Secretary of Labor. West Virginia law requires a thirty (30) minute lunch for fourteen (14) and fifteen (15) year old's that work for a period of five (5) or more hours in any one day. [§21-6-6(7)].

The Agency will not employ individuals under the age of 16 years unless the minor is participating in a government sponsored work experience program and provides proper state work permits. The Agency will comply with federal and state child labor laws.

K. Secondary Employment

The Agency's pay structure is designed to serve as the full-time employee's primary employment. No employee shall engage in outside employment that interferes with his/her duties with the Agency.

1. All employees (*i.e.*, full-time, part-time, and temporary) are required to report additional and/or secondary employment to management. Secondary employment means regular outside employment including consulting, business ownership activity and self-employment, especially when such secondary activity is expected to be on-going rather than just occasional. Such additional and/or secondary employment shall be approved in writing by the Executive Director. Volunteer work, odd jobs of very limited duration and similar activities that neither conflict with your work schedule at the agency nor pose any conflict of interest can be disclosed but do not need approval.
2. Employees must not conduct or solicit secondary employment in any manner during working hours or in working areas.
3. Employees must not conduct or solicit secondary employment or non-agency business relationships or contracts from the Agency's clients (e.g., tenants, program participants, landlords etc.) or while using Agency-owned equipment or supplies.
4. Employees may not work, directly or indirectly, for contractors, suppliers, tenants, program participants, tenant/program participant owned businesses, landlords, or any other business that may be construed to be a conflict of interest.
5. An employee who is injured at other employment is not covered under the Agency's occupational injury and illness plan.

L. Community or Other Service Positions

An employee engaged in a community or other service position must have prior approval from the Executive Director before accepting a position that requires working after regular business hours of the Agency.

M. Tenant Employment

Consistent with Section 3, the Agency shall use tenant employment as a prime vehicle for tenant upward mobility. Such employment helps the tenant expand future employment opportunities and increase income to the point where they may eventually be able to afford housing in the private market.

The Agency receives capital, operating and/or development funds from the federal government; therefore, new hiring done by the Agency (regardless of the position) is covered by Section 3. The following definitions apply:

1. New Hire: A full-time employee for a new regular, temporary, or seasonal position that is created as a direct result of the expenditure of Section 3 covered financial assistance.
2. Section 3 Tenant:
 - a. A public housing tenant; or
 - b. A low- or very low-income person residing in the metropolitan area or Non-Metropolitan County where the Section 3 covered assistance is expended.
3. Minimum Numerical Goal for Employment: Thirty (30) percent of the aggregate number of new hires shall be Section 3 tenants, annually (See: Section 3 Policy/Plan).

N. Rehire of Former Employees

Individuals who voluntarily leave or are laid off from employment may be considered for rehire. Generally, an employee involuntarily terminated by the Agency, regardless of reason for termination, is ineligible for reemployment for a minimum period of two (2) years from termination of employment date except in cases of general reduction in force terminations.

1. Applications received from former employees, who are eligible under this policy to be considered for employment, will be processed using the same procedures and standards governing all direct applications.

2. The Executive Director may review the former employee's performance records and the circumstances surrounding the employee's departure from employment with the Agency.
3. Former employees reapplying for employment are subject to compliance with all other employment policies in effect upon reapplication for employment.
4. A former regular full-time employee who is reemployed within one calendar year from the date of separation may receive the following benefits, provided the separation was due to a reduction-in-force or authorized extended period of leave without pay, and provided the Agency's circumstances have not changed so substantially as to make providing such benefits impossible or unreasonable.
 - a. Unused sick leave credits may be carried over from the previous period of employment.
 - b. If an introductory/evaluation period was not completed during previous employment, it shall be shortened by allowing for previous time served, provided the employee is returning to a position of like classification and grade.
 - c. If an initial introductory/evaluation period has been completed, the employee may not be required to serve another, provided, he/she is being re-employed in a position of like classification and grade.
 - d. Time previously served toward a periodic salary increase may be credited, provided, he/she returns to a position of like or lower classification and grade.
 - e. The assigned salary rate may be above entry level for the grade.
 - f. Tenure with the Agency may be considered continuous except in computation of seniority and Family and Medical Leave if applicable.

The employee may be permitted to pre-pay his/her Agency retirement benefits for up to one (1) calendar year.

O. Employment of Commissioners

The employment of Commissioners during his/her tenure or for one (1) year thereafter, in a salaried or contract position with the Agency constitutes a conflict of interest under Section 515 of the Annual Contributions Contract (ACC). A U.S. Department of Housing and Urban Development (HUD) waiver of the ACC requirement is required from the HUD Field Office to authorize an exception to this requirement. Before granting a waiver, the Field Office must

ensure that approval of such a waiver is clearly in the best interest of the Agency, and the criteria for granting a waiver includes the consideration of availability and qualifications of other candidates as well as the qualifications of commissioners.

P. Performance Evaluations

Performance Evaluations provide a system of formal documentation and evaluation of an employee's performance in an objective, consistent, and uniform manner over a specified period of time and allow employees to be rewarded on the basis of individual performance. They provide a basis for charting developmental activities to draw upon an employee's strengths and to minimize weaknesses, thereby motivating employees to perform to the full extent of their capabilities and to make the maximum possible contribution.

1. Formal Performance Evaluation must be completed and reviewed with all employees after the introductory period and annually thereafter. Typically, this review will occur twelve (12) months after the hire date, the date of the last merit review, or the date of a promotion or in conjunction with other annual reviews. The Executive Director has the right to change, modify or approve exceptions to this policy at any time with or without notice.
2. A completed Performance Evaluation must accompany all requests for merit increases and promotions. The Performance Evaluation letter should be completed and reviewed with the employee even when no increase is granted.
3. The Performance Evaluation should evaluate an individual's performance over the last period recognizing performance to established goals, significant accomplishments, and strengths as well as deficiencies and opportunities for improvement. In addition, an evaluation should set goals and objectives for the next period.
4. Completed Performance Evaluation documents must be returned to the Executive Director for inclusion in the employee's permanent file after the performance evaluation interview. A copy of the Performance Evaluation should be given to the employee.
5. Employees who express disagreement with any points made or desire to correct any inaccuracies may submit a written statement to the Executive Director or his/her designee. This statement will become supplemental to the performance evaluation and may not change the overall rating.

6. Performance evaluation is a continuing process. Throughout the evaluation period, the Executive Director should counsel the employee regularly, note areas where the employee needs improvement, and discuss these informally with the employee.
7. Salary increases are neither automatic nor periodic. Salary is reviewed, and increases are based upon demonstrated skills and performance. Only the Executive Director is authorized to make salary increases of employees.

Q. Discipline and Correction

The purpose of this policy is to establish a consistent program of actions to help Agency employees, and the Executive Director discuss and resolve employee misconduct or poor performance.

1. Violations of work rules, instances of unacceptable behavior or misconduct, insubordination, and poor performance may be subject to disciplinary action up to and including termination of employment.
 - a. Refusal of a legitimate directive, physical reaction, or the use of obscene or otherwise objectionable language to the Executive Director or his/her designee, among other actions, is considered insubordination. Insubordination undermines the discipline and authority needed in the workplace and cannot go unchallenged.
 - b. No personnel action will be taken against employees if they refuse a directive because they believe their safety is at stake. If an employee is subject to insubordination discipline procedures, the Agency will take the following factors into consideration:
 - i. Safety or health concerns
 - ii. Employee's previous work and discipline record
 - iii. Provocation or stress
 - iv. Confusion or ambiguity in orders
 - v. Use of obscene or threatening language or physical gestures
 - c. The Agency must satisfy the following three elements before discharging an employee for failure to follow an order:

- i. The employee understood the instructions
 - ii. The directive was in line with the employee's job duties
 - iii. There was no mitigating reason for the employee to refuse the directive
2. Each employee is expected to work in a cooperative manner with management, coworkers, tenants, program participants, landlords, contractors, vendors, and the general public.
3. Prohibited behaviors include, but are not limited to:
 - a. Falsification of any documentation required for employment, such as but not limited to employment applications, timecards, and/or time clock entries.
 - b. Mishandling customer accounts, including storing customer credit card information, tax ID numbers or other personal information, except as required in case work.
 - c. Theft, fraud, gambling, carrying unapproved firearms or explosives, or violation of criminal laws on Agency premises.
 - d. Threatening, intimidating, coercing, using abusive language, harassing or otherwise interfering with the performance of fellow employees.
 - e. Harassment of employees, clients, tenants, program participants, landlords, contractors or vendors on the basis of race, religion, sex, color, age, sexual orientation or any other reason protected by local, state or federal laws.
 - f. Falsification of any claims of harassment.
 - g. Retaliation towards anyone who has made a good faith claim of harassment or other work-related complaint.
 - h. Insubordination or refusal to comply with instructions or failure to perform reasonable duties which are assigned to you.
 - i. Failure to report to work, without having given proper notification.
 - j. Leaving early without approval.
 - k. Working overtime without approval.

- l. Excessive absences or tardiness will not be tolerated. Excessive tardiness is defined as being late more than three (3) times within a period of one hundred twenty (120) consecutive days.
 - m. Failing to use timekeeping methods as directed.
 - n. Misuse or mistreatment of agency property, including computer hardware/software, agency funds, agency assets or facilities. This includes the removal (from the agency premises) or personal use of agency supplies or office supplies.
 - o. Unauthorized receipt and/or distribution of inappropriate messages via telephone, mail system, including electronic mail systems, the Internet, Intranet or other agency owned equipment or software.
 - p. Participation in Internet chat rooms, message boards, newsgroups, or other Internet communications concerning agency confidential information.
 - q. Use, possession, sale, distribution, purchase or being under the influence of illegal drugs or other intoxicants at any time while working, on agency premises or while attending agency events.
 - r. Failure to behave in a positive, professional manner.
 - s. Failure to follow agency policies, rules or procedures (including those specific to the assigned work location).
 - t. Conduct that disrupts the operation of the Agency or adversely affects confidence in the Agency's ability to provide quality service.
 - u. Conviction of a felony as defined by law or any violation of a statute or ordinance involving moral turpitude, (defined as any conduct that's contrary to justice, honesty and good morals) while either on or off the job.
 - v. Performing maintenance for the Agency tenants in exchange for money and/or other goods and services.
 - w. Failure to meet the special requirements of one's job description.
4. Depending upon the circumstances and when deemed appropriate, the Agency may first issue a verbal warning and instructions. The verbal warning may be followed by a written reprimand and instructions, and/or other disciplinary action up to and including

termination of employment. Depending upon the circumstances, the Agency, in its sole discretion, may bypass a verbal and/or written warning and/or a management/employee disciplinary meeting and proceed directly to more severe disciplinary action up to and including termination. For example, without limitation, employee acts of violence, gross misconduct, or other inappropriate conduct may be grounds for immediate termination.

a. Verbal Warning:

- i. When conduct is determined by the Executive Director or his/her designee to be a minor infraction in nature, the Executive Director or his/her designee may administer a verbal reprimand without malice and explain the actions necessary to correct the problem as soon as possible after the offense.
- ii. The Executive Director or his/her designee shall note the date of the reprimand, along with a description of the occurrence which prompted the reprimand and any comments the employee may have made and shall place the note in the employee's personnel file.

b. Written Warning:

- i. Upon the occurrence of a second minor infraction or if the infraction is serious in nature, the Executive Director or his/her designee may give the employee a written warning specifying the reason(s) for such warning and noting any previous verbal and/or written warnings.
- ii. Written warnings shall indicate corrective action, state that the employee's performance may be reviewed for improvement and explain the consequences of continued infractions.
- iii. The employee shall sign the written warning, or the warning shall be signed by a witness; a copy of the written warning shall be placed in the employee's personnel file.

c. Suspension

- i. After either a serious violation or repeated minor violations, the Executive Director may suspend or place an employee on administrative leave without pay. The request shall include the reason(s) for the suspension, along with details of previous disciplinary action taken against the employee. In the event the employee is endangering or is a threat to endanger self or others, the

Executive Director or his/her designee shall immediately remove the employee from the workplace.

- ii. The Executive Director may suspend with or without pay for any period up to and including one calendar month (that is, up to 31 calendar days) depending on the severity of the offense.
- iii. Unless the law requires otherwise, a maximum time limit shall not apply when an employee who is suspended with or without pay due to an investigation of an alleged offense.
- iv. Employees on suspension shall not be allowed at their place of work or allowed to possess Agency owned vehicles or equipment during the time period of suspension, nor shall such employees be allowed to work or otherwise conduct business on the Agency's behalf while suspended, unless specifically authorized by the Executive Director .
- v. The authority issuing the suspension shall notify the employee of the suspension in writing within five (5) working days after the time of suspension, unless circumstances require otherwise, in which case the employee shall be notified

within a close to the original five (5) working daytime period as practically possible. The notice shall include the reason(s) for the suspension and, if known, the duration of the suspension. If the duration of the suspension is not known at the time of the initial notice, the authority issuing the suspension shall provide the employee with the duration of suspension as soon after the original notice as practically possible. An employee placed on suspension without pay may respond to the notice of suspension by submitting a written response to the relevant authority within five (5) working days after the notice was sent. The relevant authority will consider timely responses. If the relevant authority reverses the suspension or leave without pay, the employee will receive the pay lost for the time of the suspension/ leave already served.

- vi. Employees suspended without pay for a period of one (1) calendar month (up to 31 calendar days) or more shall not accrue annual and sick leave during the period of the suspension.
5. Employees who believe they have been disciplined unfairly may follow the Agency Grievance Procedures (See EEO Grievance Procedures Policy Section 3.S).

R. Termination of Employment

It is our policy to retain, to the extent consistent with Agency requirements, the services of all employees who perform their duties efficiently and effectively. However, it may become necessary under certain conditions to terminate employment for the good of the employee and/or the Agency. Terminations are to be treated in a professional manner by all concerned and confidentiality should be maintained. The Agency endeavors to implement consistent termination procedures in accordance with the Agency's equal employment opportunity statement.

In as much as employees may terminate their employment with the Agency at any time and for any reason or no reason, the Agency may also terminate employees at any time and for any or no reason. The Agency subscribes to the policy of "employment at-will." Absent a written contract, to the contrary, employment is not offered or promised for any specific length of time.

1. The types of terminations are voluntary resignation, dismissals, voluntary abandonment, layoff/reduction-in-force. Following are brief descriptions:
 - a. Dismissals:
 - i. Any employee may be dismissed by the Executive Director from the Agency at any time, with or without notice and with or without cause as all employees are at will.
 - ii. A new employee who is dismissed during the initial introductory period is not entitled to participate in the grievance procedure, except on grounds of illegal discrimination, in which case the employee may appeal in writing to the Executive Director within fifteen (15) working days following notice of failure to qualify.
 - iii. Accrued/unused annual leave may be paid by the Agency up to the maximum accrual amount upon termination if the employee has worked his/her full two (2) weeks' notice. Terminations for misconduct are not eligible for annual leave payout. Unused sick leave will not be compensated.
 - b. Voluntary resignations mean when, the Agency receives a formal written notice, giving a minimum of two (2) weeks' notice, that the employee will be leaving their job and gives a final date that they will be leaving. Employees that give a two (2) week notice and resign in good standing will be paid all eligible unused accrued annual leave up to the maximum limits at termination. Employees that leave employment with the Agency and are not in good standing, will forfeit the payout of eligible

unused accrued annual leave and any other applicable benefits at termination. The Executive Director at his/her discretion, on a case-by-case basis, will make all final determinations of good standing employment status. Unused sick leave will not be compensated.

- c. Voluntary abandonment applies when the employee leaves their position by walking off the job without permission, fails to report for duty and/or does not call in to report the absence to the Executive Director at the regularly scheduled time for three (3) consecutive working days.
 - d. Layoff and/or reduction-in-force mean either temporary or permanent termination of employment on the initiative of the Agency. The Agency reserves the right to reduce its workforce when substantial changes or circumstances necessitate such action.
 - e. Discharge due to performance means termination of employment on the initiative of the Agency under circumstances generally related to the quality of the employee's performance, whereby the employee is considered unable to meet the requirements of the job. In this case, the employee will not be considered for re-employment.
 - f. Disciplinary discharge means termination of employment on the initiative of the Agency for reasons of misconduct or willful negligence in the performance of job duties such that the employee will not be considered for re-employment.
2. Before discharge is considered for any reason, consideration will be given to employees' length of service and past contributions to the Agency. Also, an investigation to all possible alternatives to discharge will be conducted, including reassignment, demotion, early retirement, or a voluntary resignation in exchange for enhanced separation benefits.
 3. Upon both voluntary and involuntary termination, management may conduct an exit interview with the terminated employee to attempt to uncover important information about the employment relationship.
 4. An employee who wishes to resign should give two (2) weeks advance notice and leave in good standing. The Executive Director at his/her discretion, on a case-by-case basis, will make all final determinations of good standing employment status.
 5. Under certain circumstances, at the discretion of the Executive Director the employee may be required to leave the Agency immediately rather than continue to work during the notice period.

6. The Executive Director will initiate a termination checklist.
7. All outstanding advances charged to the terminating employee may be deducted from the final paycheck pursuant to each employee's written authorization.
8. On the final day of employment, the employee must return all Agency property.
9. The Executive Director may conduct an exit interview.

S. **Equal Employment Opportunity (EEO) Grievance Procedures**

The Agency's goal is to strive to identify and correct causes of employee, tenant, vendor, contractor, client or prospective tenant dissatisfaction and to ensure all parties receive fair and equitable solutions to work-related misunderstandings and grievances. In the course of an employee's employment with the Agency, if a situation arises causing the employee to feel he/she was treated unfairly or has been implicated in a complaint for harassment or sexual harassment by another employee, vendor, contractor, tenant, or prospective tenant, the employee or other alleged victim(s) has the right to present complaints or grievances under the provisions of this Equal Employment Opportunity (EEO) grievance procedure free of fear, restraint, interference, coercion, discrimination, retaliation, or reprisal. The Agency intends that, whenever feasible, complaints be resolved at the lowest possible administrative step.

NOTE: No employment practice of the Agency is intended to create a contract of employment. Notwithstanding the availability of the Agency's EEO Grievance Procedures, employment remains unchanged according to the employment practice and principles of the Agency as stated in the *Personnel Policy Manual* Section 1.

1. Definition of Grievance - A grievance shall be defined as a complaint or dispute by an employee relating to his/her employment, including but not necessarily limited to (1) disciplinary actions, including dismissals, demotions and suspensions, (2) the application or interpretation of personnel policies, procedures, rules, and regulations, (or ordinances establishing such rules), (3) acts of reprisal as a result of utilization of the grievance procedure, and (4) complaints of discrimination on the basis of race, color, creed, political affiliation, age, handicap, national origin, sex or sexual orientation.
2. Any employee may present a grievance to or register a complaint with the Agency about wages, hours of work, conditions of work, or any other matter, including administration of policy that he/she believes to be illegal or violates state or federal regulations. In addition, it is to be understood that the establishment of this procedure shall in no way remove the right of the Agency to do the following:

- a. Direct the work of its employees;
 - b. Hire, promote, transfer, and assign employees;
 - c. Suspend, demote or dismiss employees;
 - d. Maintain the efficiency of Agency operations;
 - e. Terminate employees because of lack of work, misconduct, unsatisfactory performance, or any other legitimate, nondiscriminatory reason;
 - f. Take actions necessary to carry out the duties of an agency in emergencies;
 - g. Determine the methods, means and personnel necessary to carry out operations;
 - h. Control and manage Agency property and maintain its functions and operations.
3. Grievances may be presented by individual employees personally or through a representative who does not claim the right to strike. It is the desire of the Agency to correct legitimate grievances insofar as it can do so within the Agency's limits. Correction of legitimate grievances will be applied uniformly to all employees without regard to membership in an employee organization.
 4. Any vendor, contractor, tenant, or prospective tenant who alleges he/she is a victim of harassment or sexual harassment, herein referred to as "other alleged victims," may register a complaint with the Agency about harassment or sexual harassment incident(s) when the complaint involves an Agency employee.
 5. In presenting a grievance, an employee must follow the procedures set forth in the grievance procedure approved by the Board of Commissioners and published in this Manual. For those alleged victim(s) who are tenants or prospective tenants, the EEO grievance procedure will be reviewed during the application stage for housing and at each recertification after that for those whose applications for housing are ultimately approved. Prospective tenants and tenants will be given a copy of the EEO grievance procedure. A copy of this EEO grievance procedure, signed by the Agency and the prospective tenant and/or tenant, shall be kept in the respective application and/or tenant files.
 6. Employees or other alleged victim(s) who allege they have been unlawfully discriminated against by being harassed or sexually harassed as described in this policy may invoke this policy at any time. There is no time limit for making a report, grievance or complaint. The Agency encourages reporting an incident as soon as possible in order to maximize its ability to respond promptly and effectively. The Agency does not, however, limit the time frame for reporting. If the person accused of violating this policy is no longer an employee, the Agency may not be able to take action against him/her, but it will still seek to meet its obligations under the Fair Housing Act (FHA) by taking steps to end the harassment, prevent its recurrence, and address its effects, when appropriate. Reporting under this section will generally begin at Step One as set out below under the section entitled "Procedures."

7. Employees or other alleged victim(s) who allege unlawful discrimination in retaliation for reporting a violation of law to an appropriate authority also have a right to invoke this policy. There is no time limit for making a report, grievance or complaint. The Agency encourages reporting an incident as soon as possible in order to maximize its ability to respond promptly and effectively. The Agency does not, however, limit the time frame for reporting. If the person accused of violating this policy is no longer an employee, the Agency may not be able to take action against him/her, but it will still seek to meet its obligations under the FHA by taking steps to end retaliation, prevent its recurrence, and address its effects, when appropriate. This type of complaint shall begin at Step One set out below under the section entitled "Procedures." If the complaint is not resolved at that step, the Executive Director shall ensure that the matter reaches the Board of Commissioners expeditiously. Timelines for the employee or the alleged victim and the Agency, set out in this policy, may be shortened or lengthened by mutual agreement by the parties to sure that the Board of Commissioner's final decision is made within thirty (30) calendar days of the initial of the complaint.
8. If an employee, or other alleged victim alleges in writing specific facts that, if true, would constitute a violation of the employee's or other alleged victim's common law, statutory, or constitutional rights, the Executive Director or his/her designee shall investigate the allegations. If the employee or other alleged victim does not accept the resolution at Step One and requests a Board of Commissioner's hearing, the Executive Director shall schedule a hearing at Step Two.
9. Neither the Board of Commissioners nor the administration shall unlawfully retaliate against any employee or other alleged victim for bringing a complaint under this policy.
10. Complaints will be heard in informal administrative conferences except as otherwise described in this policy. All complaints arising out of an event or related series of complaints should be addressed in one complaint if possible. An employee or other alleged victim is precluded from bringing separate or serial complaints concerning events about which the employee or other alleged victim has previously complained.
11. In resolving complaints, time is of the essence. All time limits shall be strictly complied with unless extended by mutual consent. All references are to be working days, except for final decisions issued by the Board of Commissioners regarding retaliation complaints as described above, i.e., thirty (30) calendar days. The appropriate administrator at each step shall respond to the employee or other alleged victim within fifteen (15) working days of the informal administrative or complaint conference. Written complaints shall receive a written response. The employee or other alleged victim has fifteen (15) working days after receiving a response to appeal to the next step. The complaint shall be considered concluded if the employee or other alleged victim does not appeal within the time limit.

12. Procedures

a. **STEP ONE**

The Agency is committed to working to resolve work-related, housing issues, problems, or misunderstandings as soon as reasonably possible after becoming aware of them from employees or other alleged victim(s). Employees or other alleged victim(s) are also encouraged to make good faith efforts to resolve issues or problems by presenting a grievance or complaint to the Executive Director personally or in writing.

The Agency encourages reporting an incident as soon as possible in order to maximize its ability to respond promptly and effectively. The Agency does not, however, limit the time frame for reporting. If the person accused of violating this policy is no longer an employee, the Agency may not be able to take action against him/her, but it will still seek to meet its obligations under the FHA by taking steps to end harassment, sexual harassment, or retaliation, prevent the recurrence of each, and address their effects, when appropriate.

The Executive Director will attempt to meet with the employee and/or other alleged victim if the complaint is for harassment or sexual harassment and respond to the grievance within fifteen (15) working days.

The above time limits may be extended by agreement of both the employee or other alleged victim and Executive Director.

The Executive Director or his/her designee will investigate the complaint and will respond within fifteen (15) working days after the date the complaint is received. The Agency is committed to resolving misunderstandings, problems, and complaints in an appropriate, fair, and prompt manner, and all investigations will be thorough and objective.

If the grievance is against the Executive Director, then the employee or other alleged victim may present a written request that the grievance be presented to the Board of Commissioners. The employee or other alleged victim shall have the right to a private hearing unless he/she requests a public one. The employee or other alleged victim has the right to present witnesses and to have legal counsel present. Both the employee or other alleged victim and the Executive Director shall be notified of the decision of the Board of Commissioners within ten (10) working days of the hearing.

b. **STEP TWO**

If the outcome of Step One is not to the employee's or other alleged victim's satisfaction, he/she may submit a written request to the Executive Director to place the matter on the agenda of a future Board of Commissioners meeting. Such a request shall be submitted no later than fifteen (15) working days after receiving the response from the Executive Director .

The Executive Director shall inform the employee or other alleged victim of the date, time, and place of the meeting. The Board of Commissioners may set reasonable time limits on complaint presentations. The Board of Commissioners shall listen to the complaint but is not required to respond or take any action on the matter. The Board of Commissioners may read or listen to presentations from others with information relevant to the complaint. The Board of Commissioners' decision shall be final. The Board of Commissioners shall hear all employee and other alleged victim grievances in Executive Session.

If the employee or other alleged victim plans to have a representative present at any meeting, he/she must notify the Board of Commissioners at least five (5) days prior to the meeting. If the employee or other alleged victim appears with a representative without having given proper notice, then the Agency may postpone the meeting for the purpose of obtaining proper notice.

If an employee or other alleged victim is unable to respond within a specified time limit, fails to appear for a scheduled meeting, or otherwise fails to follow through with a complaint in a timely manner due to circumstances *beyond* his/her control or for otherwise good cause, a formal request for delay may be submitted to the Chairman for his/her consideration and such request should be granted.

If an employee or other alleged victim is unable to respond with a specified time limit, fails to appear for a scheduled meeting, or otherwise fails to follow through with a complaint in a timely manner due to circumstances *within* his/her control, then the Agency may deem the complaint abandoned and close the file.

The Board of Commissioners' decision shall be considered final within the Agency's channels. However, the employee or other alleged victim may use any other means afforded to him/her by existing laws.

c. **EXECUTIVE SESSION**

If the complaint involves the appointment, employment, evaluation, reassignment, duties, discipline, or termination of the employee bringing the complaint, it will be heard by the Board in Executive Session, unless the employee bringing the complaint requests it to be heard in public.

If the complaint involves complaints or charges against another employee that are incidental to the complaining employee's appointment, employment, evaluation reassignment, duties, discipline, or dismissal, it will be heard by the Board in Executive Session, unless the employee bringing the complaint, or the other employee, requests it to be heard in public. If the complaint involves complaints or charges against another employee and other employee is the subject of the complaint, it will be heard by the Board in Executive Session, unless the employee complained about requests it to be heard in public.

SECTION 4: ORGANIZATION

The Agency shall be organized in a manner that provides for effective and efficient use of all staff members. Policies concerning the Agency's organization plan, type of positions, introductory requirements, and employee position descriptions are outlined below.

A. Organization Plan

1. The Agency will have an organizational structure that encompasses all job classifications for its management and operational units.
2. The organizational structure will be documented in an organization chart, and the structure and chart will be designed to:
 - a. Clearly outline areas of authority and responsibility;
 - b. Promote and increase efficiency in providing services and responding to the general public; and
 - c. Inform employees of their place or role in the overall organization.

B. Employment Status Categories

Positions within the Agency generally require full-time employees. In certain functions and during some seasons, work schedules and Agency needs may require other than full-time employees. All positions with the Agency are on an "at-will" basis, and nothing in this policy changes that relationship. There are six (6) classifications of employees:

1. **Full-Time:** An employee hired for an indefinite period in a position for which the normal work schedule is forty (40) or more hours per week.
2. **Part-Time:** An employee hired for an indefinite period in a position for which the normal work schedule is fewer than forty (40) hours per week and is not a temporary or introductory status
3. **Temporary:** A temporary employee is hired to work on a part- or full-time basis for the duration of specific projects or assignments. Temporary assignments generally do not extend beyond a twelve (12) month period, unless approved by the Agency. Temporary employees may be salaried or hourly.

4. **Seasonal:** A seasonal employee performs work only during certain periods of the year and does not include such occupations that may be carried on throughout the entire year.
5. **Interim Appointment:** A professional employee is hired to work on a non-permanent basis for a specific project or length of time.
6. **Grant-Funded:** Employees whose salaries are funded through federal, state, or other grants are considered temporary as their employment is contingent on the continued availability of funds. Grant-funded employees will be paid on a basis that is consistent with the provisions of the grant and applicable state and federal law. Grant-funded employees may receive benefits, such as health insurance, to the extent that such benefits are provided for under the grant.

C. **Certifications/Training**

It is the policy of the Agency that specific personnel are certified for their respective positions, if such certification is available, and that there are adequate funds for said training.

1. All required positions should be certified under a bona fide Public Housing Manager (PHM) Certification Program.
2. All required positions should have Rent Calculation (RC) Certification.
3. All required positions should have Housing Quality Standards (HQS) Certification.
4. All required positions should have Uniform Physical Condition Standard (UPCS) Certification.
5. All required positions that are authorized to access Enterprise Income Verification System (EIV) through HUD's Secure Systems must complete a User Access Authorization Form (UAAF) or a Coordinator Access Authorization Form (CAAF) and must periodically be re-certified within the EIV System. EIV users are required to participate in EIV Security Training every year.
6. All positions within the Agency that may have certifications available to acquire a better knowledge and skill base are encouraged to participate in the certification process. The Agency will require that all certifications be completed within twelve (12) months of application and approval or within the required timeframe of the certification.

7. When it is a prerequisite for employment, applicants/employees should have their certification upon employment and/or promotion to such positions. Current employees without the certification will be allotted twelve (12) months to be certified.
8. Certification Cost:
 - a. If funds are available, the Agency may pay for the employee's initial training and certification examination costs.
 - b. If necessary, the Agency may pay for a second certification examination.
 - c. The employee may enroll for the training and/or certification examination at his/her own expense after steps a. and b. above.
 - d. Employees who are unable to obtain required certification within a twelve (12) month period will not be able to continue in the position unless extended for an additional period by the Executive Director for good cause. The Agency may transfer the employee to a vacant position not requiring the certification. If such a position is not available, the employee may be terminated from employment with the Agency.
9. Employees who are registered for lectures, meetings, or training programs must attend the course in its entirety as scheduled. It is critical that all enrolled employees attend all portions of both mandatory and non-mandatory training to achieve an optimal learning experience. Failure to attend courses as scheduled wastes Agency funds and also takes valuable training availability away from other employees who desire to attend.
10. Employees must bring documentation of attendance from all lectures, meetings, or training programs in order to receive credit for attending. Documentation must be turned in to the Executive Director or his/her designee.
11. Cancellation – If an employee must cancel a registration, he/she must notify the designated Agency training coordinator no less than three (3) days in advance of a single-session program and no less than ten (10) days of a multi-session or Certification Program session unless there are circumstances beyond their control.

D. Position Descriptions

1. The Agency will create a Position Description for each of its job classifications. Descriptions should be prepared when a new job or position is created or when an existing position is significantly altered. Revisions should be made as quickly as possible after a position's duties and responsibilities change.

2. The position descriptions will identify the supervisor to whom the position reports and will include a description of the duties, responsibilities, and qualification standards for the position and other related matters such as complexity of work, ADA requirements, work environment, etc.
3. All employees will be provided a copy of the position description applicable to their job classification.
4. The position descriptions will be updated periodically to ensure compliance with changes in HUD rules and regulations or changes/realignments in duties and responsibilities.
5. The position descriptions will be used by the Agency rating officials when making evaluations of job performance as prescribed in the Agency's Employee Performance Evaluation System.

E. **Changes in Employment Status and/or Position**

Other than termination, an Agency staff member's employment status or position may change based on certain conditions. The following policies pertain to those conditions, which include promotion, demotion, transfer, and suspension.

1. **Promotion:** Consistent with efficient operation, vacant or newly created positions shall be filled, when possible, at the discretion of the Executive Director by the promotion of qualified regular full-time employees, consistent with the provisions of Section 1.
2. **Demotion:** An employee may be subject to demotion under the following conditions:
 - a. An employee whose performance was found unsatisfactory for the present position may be qualified or able to satisfactorily perform in a lower-paying position.
 - b. A position has either been abolished or reallocated to a lower-paying classification, and the employee cannot be transferred to a position of equal pay. In this instance, it shall be clearly indicated in all personnel records that the change in no way reflects negatively on the employee's ability or performance.
3. **Transfer:**
 - a. An employee may be transferred within the organization, as far as practicable, to a position where his/her skills will be best utilized.

- b. When transfer of an employee is necessary because of organizational changes, every effort shall be made to place the employee in a position that will permit retention of current salary.
 - c. In making a transfer within the organization, the Executive Director may give due consideration to the needs and wishes of the employee involved.
4. **Suspension:** An employee may be suspended from duty by the Executive Director or his/her designee:
- a. An employee may be suspended with pay for disciplinary reasons. Such action must be approved in advance by the Executive Director or his/her designee. A notice of suspension must be given to the employee which describes the deficiency or infraction involved and which states the likely consequences of further unsatisfactory performance or conduct. The notice of suspension shall be permanently retained in the employee's official personnel file. An employee suspended for disciplinary reasons will continue to accrue annual or sick leave during the period of suspension.
 - b. When employees are under investigation for a criminal violation, or awaiting hearing or trial for alleged criminal violation, they may be suspended without pay for the duration of such investigation and/or while awaiting and during the time of such trial when such suspension is deemed to be in the best interests of the Agency and/or the public. If the employee is cleared and/or acquitted of such charge, he/she shall be entitled to normal active status as an Agency employee.
 - c. The employee must be given an opportunity to respond in writing to allegations in the notice of suspension. The response should be in the presence of the person who signed the notice. Unless another staff member is designated in writing, the Executive Director is the sole person authorized to sign a suspension notice.
5. **Reduction in Force (RIF) & Reorganizations:** The Agency strives to provide a stable and secure environment in which to work, under certain circumstances, it may be necessary to eliminate employee positions due to budgetary needs, workload reductions, reorganization or other Agency needs.
- a. Reduction in Force (RIF) is defined as a separation from employment due to lack of funds, lack of work, redesign or elimination of position(s) or reorganization, with no likelihood or expectation that the employee will be recalled because the position itself is eliminated. A RIF may be necessary or appropriate when there is a redesign or elimination of work, redundancy in roles, or excess capacity within the work group or

across work groups, such that it would be economically feasible and responsible to reduce the number of employees in a unit or department.

- i. Planning Factors for RIF – before a RIF is proposed, alternatives that may eliminate its need or limit its scope shall be considered. Such alternatives include, but are not limited to, job sharing, temporary leaves of absence without pay, attrition, pay freezes or pay cuts and demotions. The goal shall be to identify those functions and positions that can be altered or eliminated with least effect on the work force.
 - ii. Criteria for Affected Positions and Employees – The Executive Director shall decide which positions will be eliminated and which employees will be dismissed. In making that decision, existing Agency conditions, as well as future needs of the Agency are considered. The criteria to be used for selecting positions and employees to be affected may include but not limited to:
 - Positions will be selected for elimination based on needs of the department
 - Employees will be selected for elimination based on skills; ability applicable to the departments needs
 - Documented performance
 - Length of employment to the extent that employees are otherwise equal in skills, abilities and performance
- b. Reorganization - is defined as a change to a reporting unit without separation of employment. It may involve one or more of the following:
- Moving an individual or unit to another department or division
 - Reclassification of position(s) resulting from the reorganization
 - Change(s) in supervisory reporting lines resulting from the reorganization
- This policy applies to reorganizations as well as RIF. Reorganization does not require a notice period or severance payment.
- c. Notice and Severance Pay for RIFs – Written notice will be provided to all affected employees. Severance Pay is at the sole discretion of the Executive Director and the Agency Board of Commissioners. In order for an employee to receive severance pay, the employee must execute a Severance Agreement and General Release form. Employees are given advance notice of termination in a RIF and may be allowed flexibility in their work schedules to pursue other positions with the Executive

Director's approval. Employees are not eligible to receive unemployment payments from the Department of Labor until they are fully separated from the Agency.

- d. Accrued Benefits – Employees who separate from employment in good standing will be compensated for the balance of accrued unused annual leave up to the maximum limits. The Executive Director at his/her discretion, on a case-by-case basis, will make all final determinations of good standing employment status. Unused sick leave will not be compensated. If the employee exercises the right to take an unpaid Personal Leave of Absence not to exceed twelve (12) weeks, he/she will be billed for insurance at the employee rate. Upon separation, employees may maintain their current health care under COBRA and/or State Continuation Coverage. Vested retirement plan contributions by the Agency and the employee may remain in the Agency's plan. The

employer contributions to the retirement plan cease at the time of termination. Other voluntary benefits (e.g., long-term care, accident, cancer policy etc.) may be continued on a self-pay basis by contacting the insurance carrier.

SECTION 5: FINANCIAL COMPENSATION

The wages and salaries of Agency technical and maintenance staff and administrative employees are based on those paid to employees in similar positions working for other organizations in the Agency's jurisdiction. Agency policies concerning determinations of wages and salaries, salary ranges, pay periods, and changes in compensation are outlined below.

A. Determination of Salary or Wages and Commissioners' Expenses

1. The Board of Commissioners recognizes that the position of Executive Director is unique to the Agency's operations. The Executive Director may be extended benefits not provided to other employees in the Personnel Policy. Therefore, the Board reserves the right to negotiate these benefits with the Executive Director through contract negotiations.
2. Maintenance and Technical employees shall be paid on the basis of prevailing wages of public entities located in the Agency's service area, and in accordance with wages as determined by the Labor Relations Division of the United States Department of Housing and Urban Development (HUD). The comparable compensation rates are generally subject to the approval of the Board of Commissioners based upon the recommendations of the Executive Director and further subject to budget limitations and HUD regulations.
3. All administrative staff salaries shall, at minimum, be comparable to local public entities' practice. Public entities, as referenced here, may consist primarily of the municipal or county government and of such local bodies as public schools, public hospitals, or other institutions supported by public funds.
4. Comparability is determined in the following manner:
 - a. Identification of local public entities with job classifications similar to those of the Agency;
 - b. Identification of job classifications that is comparable by reviewing and analyzing pertinent records such as job descriptions and pay data;
 - c. Documenting the comparable positions and calculating the comparability salary rates;
 - d. Fringe benefits are excluded in making comparability surveys. Fringe benefits will be included for Maintenance positions during the annual HUD Wage Rate comparability analysis.

5. The comparable compensation rates are subject to the approval of the Board of Commissioners based upon the recommendations of the Executive Director and further subject to budget limitations.
6. The Agency may determine comparability or use consultants to conduct salary comparability surveys and studies.
7. Part A, Section 14(B) of the Annual Contributions Contract states "No funds of any housing development may be used to pay any compensation for services of members of the Agency Board of Commissioners." Compensation for the travel and related expenses of Commissioners is permitted. All expenses reimbursed to the Board of Commissioners must be accompanied by original receipts and only expenses related to the Agency travel will be reimbursed.

B. Mandatory Minimum Wage Rates

1. Non-Exempt Employee Minimum Wage – non-exempt employees are subject to both the state and federal minimum wage laws, the employee will be paid the higher minimum wage.
2. Davis-Bacon Wage Rates – Except for non-routine maintenance work (defined below), for all work or contracts exceeding \$3,000 in connection with development or modernization activities for a public housing development (regardless of source of funds), all laborers and mechanics employed in the construction, alteration, or repair work shall be paid not less than Davis-Bacon minimum wage rates. The U.S. Department of Housing and Urban Development (HUD) does not issue Davis-Bacon wage rates, which are instead available through the U.S. Department of Labor's Wage and Hour Division.

Development or modernization is defined as any or all undertakings necessary for planning, land acquisition, demolition, construction, or equipment in connection with a public housing development.

Demolition, by itself, is not considered subject to Davis-Bacon wage requirements. However, if subsequent construction at the site is planned as part of the same housing development that will involve Capital Funds, then the demolition work would be covered by Davis-Bacon wage requirements.

3. HUD-Determined Prevailing Wage Rates – For all operations work for a public housing development, including routine and non-routine maintenance work, all laborers and mechanics employed shall be paid not less than the wages prevailing in the locality, as

determined or adopted by HUD. All architect, technical engineers, drafts people, and technicians employed at the public housing development shall also be paid such

prevailing wages. HUD wage decisions may be obtained from HUD's Office of Labor Relations staff; these rates require a determination as to whether maintenance is routine or non-routine.

Routine maintenance involves the regular upkeep and preservation of buildings, grounds, and facilities. This may include grounds keeping, janitorial work, patching and/or finishing of interior and exterior walls and other surfaces, and the preservation, inspection, and general upkeep of electric, plumbing, and heating and air-conditioning systems.

Non-Routine maintenance includes work items that ordinarily would be performed on a regular basis in the course of upkeep of a property but have become substantial in scope because they have been put off. Non-routine maintenance includes replacement of materials and equipment that have become unsatisfactory because of normal wear and tear with items of substantially the same kind of materials and equipment. However, reconstruction, substantial improvement in the quality or kind of materials and equipment that alters the nature of the type of housing is not non-routine maintenance but is instead Modernization or Development subject to the David-Bacon requirements described above.

Exclusion from HUD-Determined Prevailing Wage Rates – contracts for certain professional services are excluded from coverage by HUD-determined prevailing wage rates. These exclusions include contracts for inspections or testing of equipment without repairs, warranty inspections, and service or maintenance of leased equipment, fixtures, or appliances.

3. State Wage Rates – State wage rates are preempted by federal wage rates in any public housing modernization or housing development, as provided at 24 CFR §965.101.
4. Volunteers – The prevailing wage requirements of this section do not apply to volunteers performing development, modernization, or non-routine maintenance work under the conditions set out in 24 CFR Part 70.

C. Salary Ranges

Federal regulations require Public Agencies to use "**local Pertinent Practice**" to determine reasonable compensation. The government reasoning is that the local agency "competes" for employment only within its local jurisdiction. These Federal Regulations are:

- **2 CFR §200.430 Compensation—Personal Services** states, “Compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the non-Federal entity **competes** for the kind of employees involved.”
- **2 CFR §200.431 Compensation—fringe benefits** - (a) Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable provided that the benefits are reasonable and are required by law, non-Federal entity-employee agreement, or an established policy of the non-Federal entity.
- **OMB Circular A-87 (Rev. 5/10/14) Compensation for Personal Services** states, “Compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the employing government **competes** for the kind of employees involved.”

Executive Compensation has additional HUD regulations published under Public & Indian Housing (PIH) Notices. Compensation for Public Agencies must follow the Office of Management and Budget (OMB) Circular No. A 87, Cost Principals Part 8(a)&(b). To establish salary ranges, adjust pay based on market conditions, establish labor costs and ensure employees are paid competitively, the Agency may utilize local public and private organizations within the region to conduct compensation comparability analysis.

For personnel, other than those classified as maintenance and/or force account labor, minimum and maximum rates of pay shall be established by the Board of Commissioners for each class of position, based upon the results of the salary comparability study. Initial appointments shall generally be made at the minimum rate of a class salary range. At the Executive Director 's discretion, a newly hired employee or initial appointment may be classified at a higher rate than the minimum due to prior experience, qualifications, etc. The salary ranges shall be subject to revision from time-to-time by the Board of Commissioners to reflect changes in responsibility, economic conditions, and market trends or for other valid reasons such as revealed by a comparability study.

Pursuant to HUD regulations, notices, or other requirements, the Agency will report to HUD annually the compensation provided to the Executive Director and next highest compensated employee(s) per HUD’s requirements.

The Board of Commissioners will conduct a compensation comparability analysis of highest paid employees if there is a significant change in annual compensation as defined by U.S. Department of Housing and Urban Development (HUD). The comparability analysis will be conducted for the highest paid employees, including the Executive Director compensated with Section 8 and/or Section 9 funds. The Board of Commissioners will certify that such an analysis was performed. The Certification of Compliance certifies the Agency has complied with all applicable Federal statutory, regulatory, and other related requirements.

The Board of Commissioners or equivalent authority has discretion to determine how it will conduct its compensation comparability analysis, and this discretion extends to the Board's definition of "*significant changes to compensation.*" The Board of Commissioners defines a "significant change to compensation" to be any change in compensation, which fluctuates in excess of the current rate of the Federal Cost of Living Adjustment (COLA).

HUD has statutory and contractual authority to request Agency records, and to apply monetary sanctions against the Agency for failing to comply. Embedded in the Annual Contributions Contract (ACC) is a condition that the Agency will provide its records to HUD at such time and in such form as HUD requires. The ACC also reiterates that HUD retains its rights and remedies under law.

D. **Changes in Compensation**

The Agency believes pay increases should be based on merit and will offer employees the opportunity for achievement and salary increases through exceptional effort. Salary increases, if any, will be based upon an annual evaluation of each employee's job performance and responsibilities. They are not automatic but are based on the Executive Directors' evaluations of performance results in relation to performance expectations. These evaluations will be made in accordance with the policies and procedures contained under the Agency's policy on Performance Evaluation.

The Agency will, in its salary administration and wage and hour policies, follow the rules and regulations set forth by federal and state labor laws, including legislation that periodically raises the minimum wage, sets training rates, and increases overtime rates. Agency changes in compensation include:

1. **Cost of Living:** All regular full-time employees may receive cost of living adjustments in the base salary of a specified amount when authorized by a decision of the Board of Commissioners, on the recommendation of the Executive Director, subject to budget limitations and prevailing funding guidelines.

2. **Comparability Adjustments:** Based upon the results of a salary comparability study the employee may receive an adjustment to his/her base salary.
3. **Merit Increases:**
 - a. Merit increases in an employee's pay within the Agency's salary schedule shall be authorized by a decision of the Executive Director .
 - b. Merit increases may be given by the Executive Director from time to time subject to the budget limitations and other relevant considerations.
 - c. New Hires: are eligible, but not entitled, to receive a merit increase if employed and on active pay status for twelve (12) months and are considered non-introductory employees and meet the minimum expectations rating on the performance assessment rating.
 - d. Introductory Employees and Temporary Employees: are not entitled to merit increases.
 - e. Transfer Employees: May qualify for merit increase if the following criteria have been satisfied: on active pay status for twelve (12) months; non-introductory; must meet the minimum expectations rating on the performance assessment rating.

E. **Electronic Direct Deposit**

Electronic direct deposit is an efficient, secure and economical method for delivering payments for paychecks. Direct deposit assures that an individual's payment is deposited timely even if they are out due to illness, on annual leave, or on other approved leave. Electronic deposit of funds can be made to any financial institution in the United States or to any Agency designated debit card account.

It is the Agency's preference that all employees participate in the Agency's Electronic Direct Deposit Program. The exception would be unless there are certain limited circumstances under which payment by paper check rather than direct deposit is required such as Foreign Nationals without a Valid Social Security Number (SSN). Because U.S. financial institutions generally require a valid SSN for mandatory reporting purposes, foreign nationals who experience a waiting period before being issued an SSN may encounter difficulty opening an account with a U.S. financial institution or obtaining a debit card. Such individuals will be paid temporarily by paper checks but will need to enroll in the direct deposit program immediately upon issuance of their SSN.

Electronic direct deposit payments can be deposited to a checking, debit or savings account of the individual's choice, at any U.S. financial institution. This account will also be used as the default deposit method for travel and business expense reimbursements.

The employee's payroll check will be deposited directly into their account at a participating banking institution each payday.

With each paycheck that is direct deposited, the employee will receive a statement showing gross pay, itemized deductions and net pay. If the employee is nonexempt, the statement will also show the number of hours for which the employee is being paid, including sick and annual leave, and holiday hours. Accruals for paid time off such as sick and annual and holiday to-date accruals also appear on each pay statement for nonexempt employees. All direct

deposit statements are distributed through the Payroll Service Department of the Agency or mailed to the employee's current mailing address. Direct Deposit forms are available through the Payroll Department.

Employees are solely responsible for notifying the Payroll Office of any changes in their banking information, such as account number changes, closed accounts, or bank routing number changes. Failure to notify may result in a delay in payment.

Payments that cannot be deposited are mailed to the address of record. Lost or stolen checks should be reported immediately to the Payroll Services Department.

F. Pay Day

1. Regular full-time, part-time, temporary and "force account" employees are paid bi-weekly and payday falls on Thursday. If an Agency holiday falls on a payday, employees will receive their payroll checks or electronic paystub on the last workday prior to the holiday.
2. Pay advances or early check pick-ups are not allowed.
3. The following mandatory deductions will be made from every employee's gross wages: applicable federal income tax, social security tax (Old-Age, Survivors and Disability Insurance Program (OASDI) and Medicare portions of FICA), and applicable state and city taxes. Every employee must fill out and sign a federal withholding allowance certificate (IRS Form W-4) on or before the employee's first day of employment. If employees are participating in the health coverage for dependents and/or Individual Retirement Accounts, deductions may be made from their wages with their authorization. No deductions will be made for other miscellaneous transactions without written authorization from the employee and may be subject to payroll deduction(s).

4. Lost/Stolen, Damaged Agency Property

Employees who are issued tools, equipment, or other valuable Agency property for the purpose of performing their work are responsible for the proper use and safeguard of said Agency property. Should loss or damage occur to the Agency property issued to the employee, or while in possession of the employee, the employee may be held accountable to the Agency for reimbursement, replacement, or repair costs.

5. The employee is responsible for all costs involved in reimbursing the Agency for either replacing or repairing such property. This reimbursement includes but it is not limited to tax, shipping cost and any other applicable fees. If the employee chooses to reimburse the Agency monetarily, he/she should complete a Repayment Agreement with the Executive Director. If it is possible to repair the damaged property to the same condition

it was in prior to the incident the employee will be responsible for paying those costs. In the event the property is lost/stolen the employee will make restitution by either replacing the property or reimbursing the Agency monetarily. If the property was previously fully depreciated, and the property was being utilized by the Agency, the employee will be responsible for a least 25% of the original value of the property. Otherwise, the employee will be responsible for only the original value of the property that has not been depreciated or 25% of the original value of the property, whichever is greater.

6. Each employee is required by law to participate in the federal Old-Age, Survivor, and Disability Insurance ("OASDI"- Social Security) and Medicare programs at the rate set by the federal government, which is matched by the Agency. State law also requires the Agency to pay unemployment taxes.
7. For employees resigning, minus applicable deductions, Final check will be given immediately if the employee has given at least one pay period's notice. If the employee has not provided such notice, final check will be given on the next scheduled payday.
8. For employees terminated by the Agency, Final check will be given on the next scheduled payday.
9. If the Agency is unable to calculate all amounts owed within the above-referenced time periods (*e.g.*, because all appropriate documentation has not been turned in through no fault of the Agency), the unpaid amount will be paid as soon as the Agency can reasonably calculate the amount owed.

10. The Agency also reserves the right to deduct from employee's paycheck or electronic direct deposit, in accordance with federal and state law, any legal and applicable items such as court-ordered garnishments and levies, or repayment agreements authorized by the employee. Other than issuing a suspension without pay, the Agency will not dock pay for disciplinary reasons or deduct such allowances when it would reduce wages below the minimum wage or overtime compensation rates demanded by law. The same holds true for garnishment orders, when they would impact that minimum wage level, except as allowed by law.
11. To ensure the security of paychecks, they will be issued only to each employee personally, unless the employee has provided written authorization for the Agency to release it to another person. Anyone authorized to pick up a paycheck for an employee will be required to present identification before it is released.
12. Employees are expected to review each paycheck or electronic paystub carefully. Any suspected payroll error(s) should be reported to the Executive Director along with copy of paycheck and details of suspected error.
13. Any overpayment or underpayment on payroll will be corrected as soon as possible by the Payroll Department. Any erroneous overpayment does not confer the right of retention and will be automatically adjusted from any accrued pay whenever such error is detected or through a collection process if employment has since terminated.
14. Safe Harbor Policy

The Agency strictly prohibits improper payroll deductions. If an employee believes an improper deduction has occurred, the employee should report this concern to the Executive Director immediately for prompt investigation. Upon review, if it is determined that an improper deduction has occurred, the Agency will promptly reimburse the employee in full and take reasonable measures to ensure future compliance in accordance with the Fair Labor Standards Act.

G. **Overtime/Compensatory Time**

1. Overtime is defined as scheduled, approved hours worked beyond the non-exempt employee's normal workweek required to meet unusual demands or to meet usual demands under unusual circumstances. The earning and usage of overtime or compensatory time applies to employee classifications as follows:
 - a. **Non-Exempt:** Employees who are considered non-exempt may be compensated for hours worked over forty (40) in a standard work week through granting overtime pay

at a rate of one and one-half (1 ½) times their regular rate of pay for each hour of overtime worked.

- b. **Exempt:** Exempt employees are exempt from the overtime policies of the Agency because of the nature of the work, education requirements, and salary range. These employees are paid an annual salary and are not eligible for overtime pay based on the Department of Labor (DOL)'s "White Collar" Exemptions under the Fair Labor Standards Act (FLSA) (29 CFR Part 541). Exempt employees occupy "white collar" job classifications which include:

- Executive
- Administrative
- Professional
- Computer-Related
- Highly Compensated Employee (HCE)

Employees must meet certain minimum requirements related to their primary job duties and must be paid on a salary basis not less than the minimum salary level specified in the FLSA regulations.

2. Overtime/Compensatory time must be approved in advance by the employee's Executive Director .
3. **Accrual and Use of Compensatory Time:** The maximum accrual of compensatory time cannot exceed 2 Weeks / 80 hours. Compensatory time accrued should be used within thirty (30) days after accrual.

In the event compensatory time cannot be granted because of its adverse effect on the work unit, the administrative non-exempt employee must be compensated by payment in lieu of compensatory time off at the overtime rate of one and one-half (1 ½) times their regular rate of pay for each hour of overtime worked. Such payment must be justified in writing and have the prior written approval of the Executive Director .

4. **Work on Weekend or Holiday:** A non-exempt employee who performs work for the Agency on a Saturday, Sunday or an official standard Agency holiday shall be compensated at the employee's regular rate of pay, except that overtime or compensatory time pay provisions shall be applied for all time worked during the workweek in excess of the first forty (40) hours.

H. Travel

This policy sets forth guidelines related to business travel and reimbursement for Agency employees and the Board of Commissioners for reasonable business travel expense incurred while on assignment away from the normal work location:

1. The Agency has adopted the Federal Lodging and Per Diem rates as defined in the General Service Administration (GSA) Federal Travel Regulation implementing 41 CFR chapters 300-304 (<http://www.gsa.gov/portal/category/100120>). The Agency will employ appropriate measures to carry out the requirements contained in the policy in a manner that minimizes fraud, waste, and mismanagement in accordance with HUD Travel Handbook, 2300.2 Revision 3. All travel is subject to IRS regulations. See Income Tax Regulations (26 CFR part 1) under sections 162 and 262 of the Internal Revenue Code relating to the deduction of local lodging expenses.
2. All travel will be in compliance with the Federal Fair Labor Standards Act (FLSA) and the Portal-to-Portal Act.
3. Authority to Travel
 - a. All travel will be subject to the availability of funds in approved budgets and every effort shall be made to minimize travel costs.
 - b. All travel must be approved by the Executive Director or his/her designee in advance of the travel date. However, if unusual circumstances and urgent situations arise that do not permit prior authorization, the reason(s) for travel shall be considered by the Executive Director or his/her designee for necessity and appropriateness.
 - c. All travel is subject to disclosure and concurrence from the Board of Commissioners as approved in the annual budget(s).
4. The Agency provides for reasonable travel expenses through "advances" for estimated travel expenses and/or "reimbursement" for actual expenses. An advance and/or reimbursement shall be limited to the federal published per diem rates unless there is sufficient written justification for exceeding such rates.
5. All expenses must be documented by receipts. However, properly documented and signed statements will be accepted in lieu of lost or unattainable receipts for expenses of \$25.00 or less for expenses such as cab fare, parking lot fees, etc.

6. Expenses for lodging, meals, tips, and miscellaneous authorized expenses will be reimbursed at actual cost if reimbursement is based upon the "actual" method and does not exceed the federal published per diem rate.
 - a. Meal costs must be reasonable for the locale.
 - b. When lodgings are not required for travel (over 50 miles from Agency jurisdiction) of less than twenty-four (24) hours duration, the per diem rate will be based on an equally prorated share of meals taken by the employee (*e.g.*, if federal per diem is \$36 and the employee has breakfast and lunch, he/she will be entitled to up to \$24 in reimbursement).
 - c. No per diem shall be allowed for temporary duty travel when the travel period is 10 hours or less except when the travel period is six hours or more and begins before 6:00 a.m. or terminates after 8:00 p.m.
 - d. If the traveler is attending a function which provides a meal at no extra charge (meal cost may be included in registration or tuition fee), then the amount allocated for the meal in accordance with federally published per diem rates, will be subtracted from the meals and incidental expense allowance for the day.
7. The choice of method of transportation shall be left to the discretion of the Executive Director or his/her designee. However, reimbursements will be at the lower of the best available airfare or mileage. Advance purchases are encouraged when required to obtain the best fares.
 - a. Commercial airline best-available fares shall be authorized, and a local air carrier shall be utilized whenever possible.
 - b. Airport Uber/Lyft, taxis or public transportation shall be used whenever feasible.
 - c. Car rental may be authorized by the Executive Director, but only when such use is beneficial to the Agency. In such case, the lowest cost or most reasonable rental agency should be utilized (*e.g.*, airport location).
8. Use of Automobiles
 - a. A private vehicle may be used for convenience instead of flying when on Agency business provided that the total reimbursement for travel mileage does not exceed the available coach fare for that travel no less than thirty (30) days from the scheduled time of travel.

- b. Agency owned vehicles – When travel by automobile is determined to be feasible, an Agency owned car, if available, MUST be used instead of private car. If an Agency car is available but a private car is used, the reimbursement for employees is at the current standard mileage rate as set by the IRS.
- c. Private cars – Use of a Car for Official Business – The Agency provides reimbursement for employees at the current standard mileage rate as set by the IRS for use of private cars on official business when an Agency car is not available.
- d. Travel shall be documented by the certification of mileage driven supported by a 3rd party verification of distance between the starting point and the point of travel (i.e., MapQuest, etc.).
- e. The Agency will pay for the use of a personal vehicle at the IRS approved mileage rate, based on signed records of actual mileage and not to exceed best available airfare.
- f. Agency vehicles used for business purposes should be used by authorized Agency employees only. Gas and oil should be charged to the Agency credit card by an authorized credit card user. The receipt for all such purchases shall indicate the mileage, vehicle number, and identification and signature of the purchaser.
- g. When parking a vehicle (*e.g.*, at an airport or hotel), the cost of parking will be advanced based on an estimate or actual cost if known.
- h. When it is to the best advantage of the Agency, the use of privately owned vehicles for official travel in lieu of publicly owned vehicles or common carriers may be authorized by the Executive Director or his/her designee.
 - i. The Agency will pay for the use of a personal vehicle at the IRS approved mileage rate, based on signed records of actual mileage and not to exceed best available airfare.
 - ii. No food or lodging shall be paid by the PHA beyond the time it would take to travel by air to and from the destination.
- 9. Tips/gratuities may be advanced at \$20.00 per day whether paid in conjunction with the purchase of meals or other purposes. No excessive tips will be reimbursed; nor shall tips be reimbursed if the payment exceeds the Federal published per diem rate and will not exceed \$20 per day.

10. Telephone calls shall be reimbursed only for Agency business and only upon the presentation of receipts. Long-distance calls that are for excessive fees or duration may not be paid at the discretion of Agency Management.
11. Should actual allowable expenses exceed previous advances, the Agency will reimburse based upon receipts, but only to the extent of the published federal per diem rate unless otherwise justified. In the event actual allowable expenses described herein are less than advanced, the traveler must reimburse the Agency at the time the travel expense voucher is submitted and no later than ten (10) days following return from the trip.
12. Timely and proper notification should be given the Agency if an employee or Commissioner decides not to attend a scheduled function. If the Agency has paid function fees and registration costs, hotel deposits, tickets for transportation, etc. and the employee or Commissioner fails to attend the function without giving proper notification to the Agency so as to allow for recovery of funds, the employee or Commissioner may be responsible for any costs that cannot be recouped. The exceptions would be non-attendance due to illness, a documented family or business emergency, or death in the immediate family.
13. With prior approval, employees on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with successful completion of business objectives. Generally, employees are permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such non-business travel are the responsibility of the employee.
14. Miscellaneous Expenses: The cost of additional training material purchases may be reimbursed only with a receipt and only if the material cannot be ordered through the Agency's normal purchasing procedure (*i.e.*, with an authorized purchase order).
15. Non-Allowable Expenses
 - a. Personal entertainment (in-room movies, live shows, tours, etc.);
 - b. Laundry and valet services
 - c. Alcoholic beverages and tobacco products
 - d. Personal phone calls
 - e. Personal items (e.g., toiletries, hygiene-related, etc.)

- f. Non-Agency-related expenses
 - g. Any prohibited activities.
16. Employees must follow the Agency's procurement, credit card, and travel policies and procedures, as applicable, pertinent to all authorized Agency business activities including travel and training.
 17. Abuse of this business travel expenses policy, including falsifying expense reports to reflect cost not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.
 18. During specified pandemic instances, the Agency will suspend all Agency related travel no matter the method of transportation, until it is safe to travel without restrictions. Travel restrictions include travel for training and education, as well as housing-related association meetings, conventions, and conferences.
 19. Employees returning from any travel, whether Agency related or personal, who have been to areas/regions where a pandemic disease outbreak is deemed severe or for which travel advisories have been issued, will self-quarantine for a time period required by the CDC guidelines upon return or until a negative test result. Employees that fail to voluntarily self-quarantine shall be sent home to self-isolate for a time period required by CDC guidelines or until a negative test result is obtained. The Agency will not pay the employee's wages during the quarantine or self-isolation period unless the Agency required the travel.

I. Compensable Time and Training

1. Attendance at lectures, meetings, training programs, and similar activities are not counted as work time when all of the following occur:
 - a. Attendance is outside of the employee's regular working hours;
 - b. Attendance is, in fact, voluntary;
 - c. The course, lecture, or meeting is not directly related to the employee's job; and
 - d. The employee does not perform any productive work during such attendance.
2. Time spent in training in a course given by the Agency, required by the Agency, or through the Agency that is directly related to the employee's job and designed to make

the employee more effective at his/her current job (as distinguished from training for another job) is time worked.

3. Where a training course is instituted for the bona fide purpose of preparing the employee for advancement through upgrading the employee to a higher skill, the course is not considered directly related to the employee's current job and is, therefore, not considered time worked even though the course incidentally improves the employee's skill in doing his/her regular work.
4. Time spent voluntarily in taking a course, reading, studying, or planning outside of regular work hours or doing something that is desirable from an individual standpoint is not counted as work time.

J. **Flexible Work Schedules (Flextime)**

Flexible schedules are variable work hours requiring employees to work a standard number of core hours within a specified period of time, allowing employees greater flexibility in their starting and ending times. It is our Agency policy to allow flextime for a limited number of employees solely at the discretion of the Executive Director or his/her designee.

The operating days and hours of the Agency are Monday through Friday, 8:00 a.m. -4:30 p.m. All employees are expected to be at work during these hours unless approval is granted by the Executive Director for a flexible work schedule (flextime).

Flextime is a work schedule with time of arrival and departure that differs from the standard operating hours by not more than two hours. For example, a typical flextime arrangement is arrival at 10:00 a.m. and departure at 6:30 p.m.

1. Eligibility

All full-time Senior/Management employees that have worked with the Agency for one (1) year are eligible for flextime.

Flextime requests must be submitted in writing using The Flextime Request Form (See Appendices Section, Sample Form 13) and submitted to the Executive Director. Flextime will be approved on a case-by-case basis, factors that will be considered in the decision include:

- Staffing needs
- Employee's job duties
- Work team schedules and time commitments
- Overall job performance

- Degree of self-motivation
- Degree of organizational, prioritization, and time-management skills
- Ability to work independently in an unsupervised environment

Flexitime arrangement may be suspended or cancelled at any time. Participation in the flexitime program should have no negative impact on:

- The employee, or another employee's performance
- Service to applicants, vendors, tenants/program participants, or community
- Inter-departmental collaboration and communication

Due to the time-sensitive nature of assigned duties, and in order to ensure appropriate services are provided the following job positions are not eligible for flexitime:

- Property Management Employees
- Maintenance Employees

2. Available Flexitime Schedules

The following are the flexitime arrangements offered by the Agency

- a. **Fixed schedule:** Employee adheres to a set schedule, but one that differs from regular business hours of the office.
- b. **Daily flex schedule:** Employee sets his/her own work hours, within established limits set by management.
- c. **Compressed workweek:** Employee completes a full workweek in fewer than five days by working extra hours on the days that they do work.

Casual, temporary flexitime arrangements are also permissible under the following circumstances:

- During illness or injury.
- While a family member is recovering from an illness or injury and needs at-home assistance.
- During the last few weeks of pregnancy, or immediately after the birth of a child.
- To complete special project work that requires minimal interaction with other co-workers or departments.

Employees operating within a daily flex schedule must adhere to the following requirements.

- **Core period:** Set hours in a workday when all employees are required to be present (due to meeting scheduling, tenant/program participant contact requirements, etc.).
- **Bandwidth:** Set limits within which flextime employees may work (this includes the core period). Bandwidth defines the earliest time an employee may come to work, and the latest time they may leave. The bandwidth for the Agency is 6:00 a.m. to 6:30 p.m.
- **Adjusted Lunch Period:** The flex-time schedule allows employees to adjust the length of their lunch period, while still working an 8-hour day. An employee can take a minimum of 30 minutes and a maximum of two hours for lunch.

3. Communication

Employees participating in the flextime program are required to take responsibility for their relationships with co-workers, vendors, applicants and tenants/program participants. If employees are working flexible hours, this should also be conveyed in their voice mail, email Automatic Replies for office hours, points of contact, and shared Agency calendars.

4. Compensation Adjustments

For employees working standard core hours, their compensation, benefits, work status, and work responsibilities will not change as a result of participation in the flextime program. A flexible work schedule cannot:

- Create instances of overtime or shift differential.
- Be used to take away the opportunity for overtime or shift differential pay.

5. **All of the above must have prior approval from the Executive Director or his/her designee.**

K. Telecommuting or Remote Work

The Agency considers telecommuting or remote work to be a viable alternative work arrangement in cases where individual, job and supervisor characteristics are suited to such an arrangement and/or during a government issued Shelter in Place Order (see Section 7.H. Shelter in Place Orders During Pandemic). Telecommuting or remote work is defined as allowing employees to work outside their primary office. Employees must have written authorization from the Executive Director .

All informal telecommuting or remote work arrangements are made on a case-by-case basis, with the approval of the Executive Director . The Agency complies with the guidance of PIH Notice 2015-06 HUD's Privacy Protection Guidance for Third Parties and ensure that tenant files are protected.

Formal Telecommuting or Remote Work Arrangements

1. Telecommuting or remote work are not designed to be a replacement for appropriate child or other dependent care. Although an individual employee's schedule may be modified to accommodate child and dependent care needs, the focus of the arrangement must remain on job performance and meeting Agency business demands without distractions or creating an unprofessional work atmosphere.
2. Non-Exempt Employees –
 - a. Telecommuting or remote working non-exempt employees will be required to accurately record all hours worked through the automated electronic timekeeping system, which includes logging work start and end times and paid and unpaid meal break start and end times.
 - b. Telecommuting or remote working non-exempt employees must follow the Agency's record-keeping policies. Hours worked in excess of those specified in the employee's schedule (per day and per work week) in accordance with state and federal requirements, will require the advance approval of the Executive Director and are subject to all overtime requirements.
3. Employees entering into a telecommuting or remote work agreement may be required to forfeit exclusive use of their onsite workstation in favor of a shared arrangement to maximize Agency space needs. (See Sample Form 12: Telecommuting or Remote Work Agreement in Appendices Section.)

4. The employee must establish an appropriate environment within their home for work purposes. Unless applicable law provides otherwise, the Agency will not be responsible for costs associated with initial setup or continuing costs of the employee's home office such as remodeling, furniture or lighting, utilities, telecommunications and data installation, nor for repairs or modifications to the home office space.
5. The Agency will supply the employee with reasonable and appropriate office supplies (pens, paper, etc.) that fall within the Agency's procurement policies for successful completion of job responsibilities as requested. The Agency will also reimburse the employee for other business-related expenses such as long-distance phone calls, shipping costs, etc., that are reasonably incurred in accordance with job responsibilities and claimed through the Agency's standard reimbursement policy and procedures.
6. Telecommuting or remote working employees will be expected to ensure the protection of proprietary Agency information accessible from their home office. Security steps include but are not limited to:
 - Use of locked file cabinets and desks;
 - Regular password maintenance;
 - Any other steps appropriate for the job and the environment.
7. Injuries sustained by the employee while at their homework location and in conjunction with their regular work duties are normally covered by Agency's workers' compensation policy. Telecommuting or remote working employees are responsible for immediately notifying the Executive Director of such work-related injuries in accordance with workers' compensation procedures. Unless applicable law provides otherwise, the Agency is not liable for any injuries sustained by visitors to the employee's work site and the Agency is not responsible for injury to others at their telecommuting or remote work location.
8. Unless applicable law provides otherwise, the employee will be responsible for determining tax, licensing and other legal implications for the business use of the employee's home based on IRS and community (homeowner's association), local, state and federal government requirements and restrictions. Responsibility for complying with and fulfilling all obligations in these areas' rests solely with the employee.
9. Unless applicable law provides otherwise, all necessary insurance protections, disclosures, coverage requirements and costs attributable to the telecommuting or remote work arrangement are the sole responsibility of the employee.

10. The Agency will determine, with information supplied by the employee, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, photocopiers, etc.) for each arrangement on a case-by-case basis.
 - a. Equipment supplied by the Agency will be maintained by the Agency and is to be used for business purposes. The employee will neither make personal use of nor allow others personal use of Agency equipment. Unless applicable law provides otherwise, the employee accepts financial responsibility for any Agency equipment that is lost, stolen or damaged because of gross negligence, or a willful or dishonest act.
 - 1) The telecommuter or remote worker may be asked to sign an inventory of all office property and to agree to take appropriate action to protect the items from damage or theft.
 - 2) Upon termination of employment all Agency property and records will be returned to the Agency unless other arrangements have been made.
 - b. Equipment supplied by the employee, if deemed appropriate by the Agency, will be maintained by the employee. The Agency accepts no responsibility for damage or repairs to employee-owned equipment.
 - c. The Agency reserves the right to make determinations as to appropriate equipment, subject to change at any time.
11. All exceptions to the Telecommuting or Remote Work Agreement and the associated policy must be requested in writing by the Executive Director .
12. The availability of telecommuting or remote work as a flexible work arrangement for employees of the Agency can be discontinued at any time at the discretion of the Executive Director . Every effort will be made to provide a thirty (30) days' notice of such a change to accommodate commuting, childcare and other problems that may arise from such a change. There may be instances, however, where no notice is possible.

SECTION 6: EMPLOYEE BENEFITS & LEAVE

The Agency recognizes an employee's desire for financial protection in the event of unexpected and/or unfortunate circumstances. Providing adequate, cost-effective insurance is a concern of the Agency. Plans selected by the Agency are designed in an attempt to meet the employee's needs yet be financially within the reach of the employee. Certain coverage may be offered at no cost to the employee subject to the terms and conditions of the respective plans.

A. Insurance

The Agency offers Medical, Dental, Vision and Life for eligible employees. Employees who regularly work forty (40) or more hours per week are eligible to enroll subject to other terms and conditions of the policy and applicable forms. An employee, who desires to purchase additional insurance or dependent coverage, if available, must contact the payroll department to make arrangements for a payroll deduction for any additional amount over and above what is furnished by the Agency and during open enrollment or anytime there is a qualifying event.

1. A summary of the plan's description is provided to each eligible employee at the time of employment.
2. The Agency abides by both the letter and the spirit of HIPAA'S privacy rule regarding Protected Health Information (PHI), which includes information related to health status, medical condition, claims experience, receipt of health care, medical history, genetic information, evidence of insurability, and disability.
 - a. PHI does not include health information received apart from a group health plan to be used for employment purposes, such as information pertaining to Workers' Compensation; short- and long-term disability; obligations under the American with Disabilities Act, Family and Medical Leave, or similar laws; or pre-employment physicals.
 - b. As plan sponsor, the Agency only accesses, discloses, or uses PHI for functions related to the administration of its group health plan. The Agency does not disclose or use individual employee's PHI for employment-related decisions or in connection with other benefit plans.

B. Federal COBRA and/or West Virginia COBRA (Health Insurance Continuation)

West Virginia health care continuation coverage law requires employers with fewer than twenty (20) employees to provide continued group health care coverage for up to eighteen (18) months to employees who are involuntarily laid off or terminated from work (except for misconduct that would disqualify the individual from collecting unemployment benefits). The converted policy will cover the employee and his/her covered dependents on the date of termination of insurance (WV Code Sec. 33-16A-4).

Federal COBRA regulations typically apply to businesses that have had twenty (20) or more full-time workers during the year prior to the primary plan member leaving the job. The Agency adheres to all requirements of the Consolidated Omnibus Budget Reconciliation Act ("COBRA") as they apply to our employees.

C. Public Employees Retirement System (PERS)

The Agency will make participation in a Public Employees Retirement System (PERS) available to employee's subject to the terms and conditions of the plan and subject to appropriate law.

1. Employee participation is mandatory and your contribution to the pension plan are deducted from your monthly, pre-tax salary. Employees become vested in the pension plan after completing five (5) years and earning sixty (60) months of credit service.
2. Employees are eligible to participate effective immediately upon employees hire date. Employee contributions may not exceed the maximum allowed under the statute and are subject to legislative limitations. The employee and the Agency contributions are annually reviewed to assure that they result in actuarially sound funding for the plan.
3. Termination of Employment-If a member terminates employment prior to the time he/she qualifies for retirement benefits and has accrued at least five (5) years of contributing service, contributions may be left on deposit until he/ she qualifies for retirement benefits, or the member may choose to withdraw his/her employee contributions (plus 4% interest if he/ she has two (2) or more years of contributing service) from the plan after termination of employment. Agency contributions are not eligible to be withdrawn. Once the member withdraws contributions from the system, all future retirement and disability benefits are forfeited.
4. Reinstatement of Previously Withdrawn Service - Any member who has been re-employed for one (1) full year by a participating public employer may purchase previously withdrawn service, provided that he/she redeposits the withdrawn funds plus interest. Members must

be re-employed for one (1) year and the first reinstatement payment must be made between the 1st and 2nd year of re-employment. If the 1st reinstatement payment is not made before the end of the member's 2nd year of re-employment, the member is not eligible to reinstate previously withdrawn service. The full reinstatement amount must be repaid (in a lump sum or payments) before the end of the 5th year of the member's return to employment. Members should contact the Board at the end of his/her first year of return to employment to obtain the cost to reinstate withdrawn PERS service.

5. Military Service – Military service up to five (5) years may be credited to PERS members in accordance with the WV Code §5-10-15. Members who have a break in employment as a result of being called to active military service may be eligible to purchase additional military service credit as provided by federal law.
6. Changing a Beneficiary Prior to Retirement - If a member wishes to change a beneficiary(ies), he/she must complete a new beneficiary form and return it to the Executive Director for processing. The member should keep a copy of this form for his/her records. If a member's family situation changes (birth, death, divorce, marriage.), his/her beneficiary designation should be reevaluated.
7. Death Prior To Retirement - Beneficiary Options - PERS members may select beneficiary options based only upon the specific category that describes his/her particular circumstance at the time a beneficiary form is completed (i.e., date of hire, years of service and marital status).
8. For details of the plan, see the summary of the plan's description.
9. Employees should contact the Executive Director for enrollment information, questions, and options.
10. The Agency reserves the right to modify, amend, or abolish benefits to the extent allowed by applicable law.

D. **Annual Leave**

It is the belief of the Agency that Annual Leave is our employees' opportunity to get away from their job responsibilities. It is a time that is beneficial to the employee, as well as the Agency, in that it allows the employee to relax and come back to work refreshed.

1. Eligibility: All full-time employees are eligible to accrue annual leave which begins after an employee's initial introductory/evaluation period. However, annual leave does accrue from their first date of employment. Part-time and temporary employees are not eligible

for accrued annual leave but could be granted days with pay at the discretion of the Executive Director .

2. Accrued Annual Leave: Annual Leave is accrued by each eligible employee bi-weekly with 26 pay periods, hereinafter referred to as a benefit year, as follows:

Years of Service	Monthly Accrual Rate	Maximum Yearly Accrual
1-5	1 workday	12 workdays
6-10	1.25 workdays	15 workdays
11-15	1.5 workdays	18 workdays
16-20	1.75 workdays	21 workdays
20+	2 workdays	24 workdays

Annual leave shall not accrue for any pay period during which an employee is on injury leave that occurred outside normal workday or in a non-pay status over fifty percent (50%) of the standard number of working hours for his/her type of job **per pay period**.

3. Scheduling Annual Leave

- a. All annual leave must be approved in advance by the Executive Director or his/her designee.
 - b. Requests for annual leave should be submitted to the Executive Director at least two (2) weeks in advance of the desired time off. The Executive Director may waive the advanced notice at his/her discretion based on the workload.
 - c. Annual leave is provided for the purpose of encouraging rest and relaxation away from the normal work environment. Consistent with that goal, accrued annual leave must be taken. However, if workload or circumstances beyond the employee's control have prevented the employee from taking accrued annual leave, the employee may submit a written request to the Executive Director to have it rolled over to a maximum of up to up to 240 hours/30 working days.
4. The minimum amount of annual leave that can be used is in one-half (1/2) day increments.
5. An employee cannot take more than two (2) weeks of annual leave at one time.
6. Employees hired on or before the fifteenth (15th) day of the month or separated on or after the sixteenth (16th) day of the month shall receive full annual leave credit for the month. Those employees hired after the fifteenth (15th) day of the month receive no annual leave credit for the month.

7. Annual leave will be charged only for the time during which the employee would ordinarily have worked leave will be earned at the employee's regular pay rate.
8. Annual leave shall not be advanced to employees or will not be transferred between employees.
9. Employees being transferred, promoted, or demoted will retain accrued annual leave.
10. The Agency will attempt to schedule annual leave as requested. However, employees must remember business demands, and other factors dictate when annual leave is approved.
11. In case of a conflict between employees' annual leave schedules, the first to request the annual leave date will be given preference. If date requests are submitted at the same time, the senior employee may have first choice.
12. Unused and Earned Annual Leave at Termination - Employees that give a two (2) week notice and resign in good standing will be paid all unused accrued annual leave up to the maximum limits at termination. Employees that leave employment with the Agency and are not in good standing, will forfeit the payout of unused accrued annual leave and any other applicable benefits at termination. The Executive Director at his/her discretion, on a case-by-case basis, will make all final determinations of good standing employment status.
13. An employee may not use annual leave once notice of voluntary resignation or notice of a pending involuntary termination has occurred (lay-off), even if annual leave was approved prior to the notice of termination unless approved by the Executive Director .
14. An employee may not take annual leave prior to accrual.
15. An employee choosing annual leave which includes a paid holiday will not have the holiday time charged to his/her annual leave account.
16. Any employee who is hospitalized while on annual leave may, with written verifiable confirmation, request that time hospitalized be charged to sick leave, providing that adequate sick leave hours were accrued prior to the effective date of the annual leave/hospitalization.
17. Employees taking FMLA leave will be required to use this benefit as part of their FMLA leave time. (See Family and Medical Leave Act Policy Section 6.R.)

18. Annual Leave and Overtime – Annual Leave will not be considered hours worked for purposes of calculating overtime. Thus, if the employee schedules and uses eight (8) hours of annual leave on a Monday and continues to work eight (8) hours on Tuesday, Wednesday, Thursday, Friday and Saturday, the employee will not be considered to have worked any overtime hours, because he/she worked a forty (40) work week. All of the hours (48 hours in this example) will be paid at the employee's regular rate of pay.

E. **Holidays**

All full-time employees are entitled to paid holidays as scheduled each year according to Agency policy. Part-time and temporary employees are not entitled to Holiday pay but could be granted days with pay at the discretion of the Executive Director . (See schedule below.)

1. In order to receive payment for a holiday, an employee must work the scheduled workday before and after the holiday, have a scheduled annual leave day with pay on the workday before and after the holiday, or have made special arrangements with the Executive Director or have actually worked on the holiday.
2. If scheduling necessitates a non-exempt employee to work on a holiday, he/she will receive double time his\her regular rate of pay for each hour worked. Despite the performance of overtime hours, the maximum holiday pay rate is double time the employee's regular rate of pay (not double time the employee's overtime rate of pay).
3. Salaried employees who have advance approval from the Executive Director to work a scheduled holiday due to business requirements may take another day off in lieu of the holiday as long as the day off is scheduled in advance with the Executive Director . If applicable, such time off shall be granted within the thirty (30)-day period following completion of work that prevented observance of the holiday as scheduled.
4. Employees terminated by the Agency will not be paid for any holidays not taken prior to the last day worked. Employees who resign and give advance notice may be paid for holidays falling within the notice period.
5. An employee on unpaid leave is not entitled to holiday pay.
6. Legal holidays falling on Sunday will generally be observed on the following Monday. Legal holidays falling on Saturday will generally be observed on the preceding Friday.
7. The Agency will observe the following holidays:

8. Observation of other Religious or Ethnic Holidays – An employee who wishes to observe religious or ethnic holidays other than those designated above may do so by notifying the Executive Director in writing, at least two (2) weeks prior to such holiday. Late notices may be accepted in certain circumstances at the Executive Director’s discretion but may be rejected. Employees may use annual leave for such holiday observance or, alternately,

employees who have no accrued and unused annual leave available may be granted an unpaid absence for this purpose if the holiday absence is approved.

HOLIDAY	DAY OBSERVED
New Year’s Day	January 1 st
Martin Luther King Jr. Day	Third Monday in January
Presidents Day	3 rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Juneteenth	June 19 th
West Virginia Day	June 20 th
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran’s Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Friday After Thanksgiving	4 th Friday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Years Eve	December 31 st
Election Days	As observed by the State of WV

F. Sick Leave

The Agency recognizes the employee’s need for income protection to reduce the financial burden during temporary periods of sickness, injury, or doctor and dental appointments. Therefore, it is the policy of the Agency to provide full-time employees sick leave as financial protection equal to their rate of pay for the number of sick days they have accumulated during their employment.

1. Eligibility: Full-time employees will receive fifteen (15) day’s sick leave per benefit/calendar year. Part-time and temporary employees are not entitled to sick leave.

Eligibility to use sick leave begins after an employee's initial introductory/evaluation period. However, sick leave does accrue from the first date of employment.

2. Sick Leave Carryover: Unused sick leave in excess of ninety (90) days will be forfeited and the employee will not receive pay in lieu of sick leave.

Any unused accrued sick leave exceeding the maximum will be forfeited. Employees are not paid for unused sick leave time when they separate from the Agency and it may not be used once notice of separation is given.

3. Accumulated sick leave may be used for the following purposes:
 - a. Illness or injury of the employee including, but not limited to, medical or dental appointments, surgery, hospitalization, treatment of alcoholism, pregnancy, and other related conditions rendering the employee unable to work.
 - b. Illness or injury of an employee's spouse, child, or parent when the employee's presence is considered necessary.
 - c. Medical and dental appointments of the employee or employee's spouse, child, or parent where the employee's presence is considered necessary.
 - d. Sick leave is not to be considered an entitlement to time off beyond that specified in other leave policies. Taking sick leave under false pretenses is a violation of trust that is subject to disciplinary action up to and including termination.
4. If an employee has no accumulated sick leave, annual leave may be used. If both sick leave and annual leave are exhausted, the employee shall be placed on unpaid personal leave. Personal leave may be approved at the discretion of the Executive Director .
5. An employee must notify the Executive Director within thirty (30) minutes of the scheduled starting time of the workday to report absence because of illness, injury or medical care.
6. Phone calls made by relatives or persons other than the employee will not be accepted and will result in the employee being charged with an unauthorized absence, unless the employee can provide sufficient evidence to show that the emergency or illness was of such a nature that it would make personal reporting impossible or difficult.
7. An employee must maintain daily contact with the Executive Director during the absence. Exceptions to this policy may be made by the Executive Director when an employee is

hospitalized, on extended sick leave or when the treating physician has rendered in writing an estimated date of return to work. However, the employee should still contact the Executive Director at least once a week during the absence.

8. Cases involving therapy, relapses or recurrences of recent illnesses or injuries, where an employee returned to work and because of the condition was forced to be away from work again, may be considered as one (1) absence. Medical documentation is required in such circumstances. Documentation stating that an employee has a recurring illness will be valid for no more than three (3) months.
9. Employees that become ill during a scheduled annual leave of one (1) week or more must request that the annual leave be temporarily terminated, and time charted to sick leave. Employees must keep the Executive Director informed of their absence in accordance with Agency procedures in order to receive paid sick leave.
10. An employee taking sick leave for an entire day will be paid for sick leave hours used.
11. In case of a partial day absence, sick leave will be paid to hourly employees for the actual number of hours lost.
12. Sick leave shall not accrue for any pay period during which an employee is on Injury Leave that occurred outside normal workday, Injury Leave or in a non-pay status over fifty percent (50%) of the standard number of working hours for his/her type of job **per pay period**.
13. In the event an employee's absence due to illness or injury lasts for more than three (3) days; the Agency will require the submission of a physician's statement on letterhead which includes the physician's contact information. The physician's statement must be turned in the day the employee returns to work.
14. Accrued Sick leave at Termination - Employees are not paid for unused sick leave time when they separate from the Agency and it may not be used once notice of separation has been given.
15. All sick leave restrictions will comply with the requirements of the Family and Medical Leave Act, when appropriate. Employees taking sick leave may be required to use this benefit as part of their FMLA leave time. (See Family and Medical Leave Act Policy-Section 6.Q.)
16. Sick Leave will not be considered hours worked for purposes of calculating overtime.

G. Unpaid Injury Leave

A regular full-time employee may be placed on unpaid Injury Leave for up to six (6) months from the date of the injury or illness as long as the employee is expressly certified as unable to work by the employee's attending physician.

1. The first seven (7) days of absence due to occupational injury is charged to sick or annual leave. In the event an injured employee has no accrued sick or annual leave, he/she will be placed on "Leave Without Pay" status during this period. Beginning on the eighth (8) day of continuous disability, qualified employees may be placed on Injury Leave which is a special leave status and is **not** charged sick or annual leave. However, an employee shall **not** accrue sick or annual leave while on Injury Leave status.
2. Absences due to non-occupational injuries, as determined by a qualified medical practitioner, will be placed on unpaid injury leave for up to three (3) months after exhausting all sick or annual leave. Similarly, absences due to occupational injuries do **not** qualify for the Injury Leave if it has been determined by the Agency's accident review committee that the injury was caused by the injured employee's negligence, misconduct, failure to follow written or verbal safety policies/procedures, or failure to use or wear the appropriate safety devices or equipment.
3. Administration of Injury Leave:
 - a. All injuries must be reported in accordance with the Agency's Accident Reporting Procedures (See Accident Prevention and Procedures Section 8.D.).
 - b. An injured employee may elect to consult a physician of his/her choice from the designated physicians under the Agency's insurance. In either event, the physician's certification of illness or injury may be submitted on any form used by the physician as long as it contains the required information for determining the employee's work status, including but not limited to, diagnosis, plan or treatment and prognosis for return to work (if disabled).
 - c. If the work status of an employee is questionable following a work-related injury, a full and complete examination by a physician may be required and the result(s) considered final except for any appeal process allowed under the Worker's Compensation Law.
 - d. An employee must notify the Executive Director of any changes in his/her medical or work status no later than the next workday or after such changes occur.

- e. An employee injured on the job will **not** be permitted to return to work until a qualified medical practitioner has determined that he/she is physically able to perform his/her regular work duties or other clearly defined work duties as a productive nature.
- f. Employment may be terminated should an employee fail to return to work after the physician's release. In this case any further benefits under the Workers' Compensation Act would be determined by the Industrial Accident Board. The Executive Director will ensure that an employee has been released by a qualified medical practitioner before allowing the employee to return to work.
- g. Temporary or Part-Time Employees: In the event a temporary or part-time employee is injured while engaged in the actual performance of his/her duties and is temporarily incapacitated as a result of such injury, resulting from time off work, he/she will be authorized leave without pay for up to sixty (60) days. The employee will receive and keep Worker's Compensation in accordance with the West Virginia Worker's Compensation Act.
- h. Except for otherwise provided by the Family and Medical Leave Act, an employee who remains on leave longer than six (6) months due to injury or illness, whether work related or not, shall be administratively terminated.

H. **Bereavement Leave**

The Agency will provide time off for full-time employees to attend the funeral of family members. The Executive Director must approve extended periods of time beyond the policy that is proven to be necessary and appropriate under the circumstances. Part-time and temporary employees are not eligible for bereavement leave but could be granted days with pay at the discretion of the Executive Director .

1. If the conditions warrant, the Executive Director will grant bereavement leave, but the amount of paid leave time will not exceed three (3) regular, working days at regular straight-time wages.
2. Such leave is in addition to all other paid leave time and is not cumulative.
3. Typically, paid bereavement leave is reserved for the death of immediate family members such as spouse, son, daughter, sister, brother, father, mother, individual who served in the place of a parent, grandfather, or grandmother, grandchild; either natural, step, in-law, foster, or adopted.

4. Employees experiencing the loss of other loved ones should discuss the circumstances with the Executive Director. Time off that is granted may be unpaid, but employees may use available annual leave.
5. The Executive Director may request a copy of the death certificate, obituary or other appropriate documentation upon the employee's return to work.
6. Time thus paid under this benefit for Bereavement Leave will not be calculated as hours worked for the purpose of paying overtime wages.

I. Jury or Witness Duty, Compulsory Process

The Agency believes participation in jury service and certain absences due to compulsory process are an important part of an employee's civic responsibility. Time off will be provided for all employees with a valid subpoena, summons, or court order to appear in a civil, criminal, legislative, or administrative proceeding.

1. Time off for jury or witness duty or as a result of a valid subpoena, summons, court order, or other compulsory process is excused. Employees must notify the Executive Director and provide him/her a copy of the jury summons.
2. To avoid financial loss from serving as a juror or witness or to accommodate compulsory process, full-time hourly employees will be paid at their current hourly rate up to a maximum of full time required for service. The Agency will not provide reimbursements for parking, lunch or incidentals.
3. If an employee reports for jury duty and is dismissed, they will be expected to report for work for the remainder of each day provided a minimum of two (2) work hours remain prior to the end of the assigned workday. Additionally, the employee can keep the paycheck received from the courts
4. If unpaid leave of absence is used as additional days for jury duty, benefits such as healthcare, dental, vision and disability will be continued and the normal deductions from the employee's paycheck will be made once the employee returns from the unpaid leave.
5. The employee must provide a copy of the release from jury duty which show actual days served (form which is provided by the court) before payment for jury duty will be made.
6. Part-time and temporary employees will be excused to serve without pay.

7. EXCEPTIONS: Hourly employees do not receive paid witness leave to attend trials in which they are plaintiffs or defendants or in which they are testifying for a fee as expert witnesses. In such cases, the employee must use annual leave or take leave without pay.

Salaried employees will not have pay deducted for any court appearance or jury duty lasting less than one (1) workweek. However, if employees receive outside compensation for testifying, the Agency may offset their pay by the same amount. Salaried employees may not act as an expert paid witness without Agency approval.

Neither hourly employees nor salaried employees may act as an expert witness without first obtaining written approval from the Executive Director .

8. Employees must give the Agency as much advance notice as possible of the date they will be required to serve jury or witness duty or of the dates, they must be absent from work due to compulsory process.
9. Employees are expected to contact the Executive Director on a daily basis to keep them informed as to probable duration of service and anticipated date of return to work.
10. Employees must report for scheduled work when it does not conflict with jury or witness duty or other appearances due to compulsory process.
11. An employee will not be terminated or otherwise suffer discrimination for serving as a juror or witness or for absences necessitated by compulsory process protected by this policy.
12. Time thus paid under this benefit for performance of jury duty will not be calculated as hours worked for the purpose of paying overtime wages.

J. **Voting Leave**

The Agency is closed on election days and encourages all employees to vote in any election or referendum.

K. **Military Leave**

In compliance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") , the Agency grants military leaves of absence to full- or part-time employees who enter any branch of the uniformed services, Reserves, National Guard, Public Health Corp, or any other category designated by the President in time of war or emergency as well

as those who are called to duty or for training, absent for an exam to determine fitness for duty, or funeral honors duty.

1. Eligibility for military leave does not apply to temporary employees (*i.e.*, those in a “brief or non-recurrent position” with no expectation of continuing employment). However, seasonal and other temporary employees returning from military service are reemployed to the extent required by law.
2. Health Plan Coverage
 - a. Employees absent on military leave for fewer than thirty-one (31) days are only required to pay the usual employee share of the premium.
 - b. Employees absent on military leave for thirty-one (31) days or longer are eligible for family health benefit coverage from the military. However, employees who wish to obtain health coverage beyond that provided by the military may arrange for continuation of coverage under the Agency’s group health plan for up to twenty-four (24) months by paying up to 100% of the full premium.
 - c. If an employee fails to provide advance notice of his/her need for military leave and does not elect continuation coverage, the Agency may cancel the employee’s health insurance. However, if the employee’s failure to give advance notice was excused because it was impossible, unreasonable, or precluded by military necessity, the Agency will reinstate the employee’s health coverage retroactively upon his/her election to continue coverage and payment of all unpaid premiums.
 - d. If an employee leaves employment for uniformed service in excess of thirty (30) days after having given advance notice, but without electing continuation coverage, the Agency may cancel the employee’s health insurance. However, it will retroactively reinstate uninterrupted coverage to the date of departure if the employee elects continuation coverage and pays all unpaid premiums within the periods established by the plan.
3. To preserve their reemployment rights, employees should notify the Agency of their military obligations as soon as possible before leaving or, if this is not possible, as soon as practicable.
4. While absent on military leave, employees remain in good standing but do not receive pay. However, employees who have available, but unused, paid annual leave may choose to apply that leave to their absence.

5. If qualified for the position, employees belonging to the military forces called to covered active duty during an emergency are entitled to:
 - a. Return to the same position they would have held if they had not been called to service, if the serviced-related leave lasts ninety (90) days or less; or
 - b. Return to the same or substantially equivalent position that they would have held if not called to service if the service-related leave lasts more than ninety (90) days.
6. If the employee has a disability incurred in, or aggravated during, his/her military service, the Agency will make reasonable efforts to accommodate the disability under the provisions of USERRA and the Americans with Disabilities Act as amended by the ADA Amendments Act (ADAAA) of 2008. Employees not qualified to fill their positions because of service-connected disability will be placed in a position they can fill that is as close as possible in status and pay to their former position with or without accommodation according to ADAAA guidelines.
7. The Agency may not be required to reemploy a service member if the Agency's circumstances have so changed as to make such employment "impossible or unreasonable" or, in the case of a person who has a disability incurred in or exacerbated by military service, such reemployment would impose an undue hardship on the Agency.
8. Reemployment rights apply only to veterans whose cumulative period of uniformed service does not exceed five (5) years while employed by the Agency. In computing the cumulative five (5) year period, the Agency does not count time spent in National Guard and reservist training, nor does it count involuntary extensions of service that result from the following:
 - a. An order to remain on covered active duty because of a war or national emergency (unless the extension is for training);
 - b. The veteran's inability to obtain release orders before expiration of the five (5) year period through no fault of his/her own;
 - c. An obligation to complete an initial period of service that is beyond five (5) years;
 - d. An order to fulfill additional training requirements certified in writing by the Secretary of Defense;
 - e. A call into federal service as a member of the National Guard; or

- f. An order to covered active duty, as determined by the Secretary of Defense, in support of certain operational or critical missions.
9. For employees called to covered active duty to be reemployed, they or an officer from their command must, as soon as is practical upon release from duty, give written notice of intention to return to employment.
 - a. For leaves of up to thirty (30) days, the employee should report to work by the beginning of the first full workday after discharge from service, allowing reasonable time for safe travel home, and eight (8) hours of rest.
 - b. For leaves between thirty-one (31) and one hundred and eighty (180) days, employees should apply for reinstatement no later than fourteen (14) days after discharge.
 - c. For leaves of more than one hundred and eighty (180) days, employees should apply for reinstatement no later than ninety (90) days after completing military service.
 - d. If the returning veteran is hospitalized for, or convalescing from, an illness or injury that was incurred in or aggravated by the period of service, the above reporting deadlines may be extended for up to two (2) years for any period of recovery.
10. In addition to making a timely reinstatement request, employees who were called to covered active duty must also meet the following general conditions in order to be considered qualified for reemployment:
 - a. The employee must have received an honorable discharge or have been discharged under honorable conditions.
 - b. The employee must not have voluntarily remained in the military beyond five (5) years.
 - c. The employee must be qualified to perform the essential duties of the position.
11. Employees not qualified to fill the positions to which they are otherwise entitled have the opportunity to receive the training they need to fill the positions.
12. Employees will be restored to full participation in the benefit plans as soon as they return from military service. Absence on unpaid military leave counts in computing an employee's length of service under a retirement plan and determining the rate at which an employee accrues annual leave or any benefit.

NOTE: The Uniformed Services Employment and Reemployment Rights Act (USERRA) require that a person reemployed under its provisions be given credit for any months and hours of service he/she would have been employed, but for the military service, in determining eligibility for FMLA leave.

13. An employee returning from a military leave of absence will be reinstated at the rate of pay the employee would have received had the employee continued working during the period of leave. This means that employees returning from military duty will receive any non-performance related pay increases they would have received if they had not entered the military. To receive pay increases associated with promotions that require training, employees must first satisfy training requirements. In some cases, training can be provided on an accelerated basis.
14. Employees will be restored to full seniority based on date of hire and adjusted for any non-military breaks in service. Military leave is not treated as a break in service.

L. Administrative Leave

1. The Executive Director must approve all Administrative Leave.
2. Examples of administrative leave include but are not limited to: Blood Bank donations, work hours lost on the day of an on-the-job injury, power failure, severe weather, natural disaster, bomb threat, reduced workday by administrative directive, etc.
3. Approval may also be granted by the Executive Director for education or training which is directly related to the employee's position and which can only be attended during regular working hours. Time charged to administrative leave will be shown as regular time worked.

M. Leave Sharing

In an effort to allow full-time employees to voluntarily assist coworkers experiencing a hardship due to serious medical reasons, the Agency has adopted a leave-sharing program. The program allows employees to choose to donate their accrued, but unused, hours of annual and sick leave through the Leave Sharing Program, a bank is established for individuals experiencing the hardship (See Appendix C).

1. A hardship due to serious medical reasons occurs when:
 - a. An employee or a family member has a serious health condition and/or serious injury, or illness as defined under the Family and Medical Leave Act (FMLA);

- b. The serious health condition and/or serious injury or illness requires a prolonged absence of the employee from duty; and
 - c. The absence will result in a hardship due to loss of income to the employee because he/she will have exhausted all available paid leave apart from the leave-sharing program.
2. Employees with on-the-job injuries covered under Workers' Compensation are not eligible to receive donated leave.
3. Recipient Eligibility: To apply for donated leave, employees must be employed for a minimum of one (1) year and be in good standing and discipline free for twelve (12) consecutive months and must be on approved leave under the Federal Family and Medical Leave Act (FMLA).
4. If employees have exhausted all of their own accrued paid leave, they can submit a written application describing their need to withdraw leave from the leave bank. To standardize the application process, the Agency has created an Application for Donated Leave, which requires employees to state the specifics of why they are requesting leave from the leave bank and grants the Agency permission to contact their health care provider to seek further clarification if necessary.
5. A physician's statement may be required by the Executive Director before an employee can be considered for this benefit.
6. To donate accrued paid leave to a qualified recipient, employees must be employed for a minimum of twelve (12) months.
7. Employees electing to donate leave must do so in writing. To standardize the process, the Agency has created a Leave Donation Form, which requires employees to specify the number of hours they wish to donate and confirms that they are making the donation of their own free will and are not being pressured by an Agency representative or coworker to do so.
8. The Agency will consider each application for donated leave on an individual basis. The Agency will make a reasonable determination, based on eligibility and need, as to whether to approve a request.
9. Recipients of donated leave will receive leave paid at their normal rate of compensation, regardless of the salary of the donee.

NOTE: Donated leave pursuant to this program is not included in the donor's income for tax purposes. In contrast, employees who receive leave pursuant to an eligible program realize the amount received in their gross income and the amounts of paid leave received are considered "wages" for employment tax purposes only.

10. Employees cannot donate all their accrued leave. They must retain sufficient forty (40) hours of paid leave to ensure they have adequate time for their own needs.
11. Reasonable limits will be placed on the amount of donated leave employees may receive, not to exceed the time limits specified for a serious health condition and/or serious injury or illness as defined under FMLA.
12. Reasonable limits will also be placed on the amount of time between when employees can receive donated leave and when the hardship due to medical reasons is experienced.
13. In the event that donated leave from the leave bank is approved for a donee and is not used within a reasonable period, the leave will be returned to the leave bank for use by another approved employee.
14. Misrepresentation of the need for leave or abuse of donated leave may result in the offending employee having to repay all or part of the donated leave under the program, as well as subjecting the employee to disciplinary action, up to and including termination.

N. Workers' Compensation

The Agency pays the entire amount of Workers' Compensation insurance premium that provides medical, rehabilitation, and wage-replacement benefits to employees who sustain work-related injuries or illnesses that arise out of and are in the course of employment. Ordinary diseases of life are not covered unless such disease follows as a consequence of an occupational disease. The injury or disability must be clearly work-related.

1. Workers' compensation benefits are subject to review by the Agency's insurance carrier.
2. When a work-related injury or illness occurs, it is essential that prompt medical treatment be provided. Unless it is an emergency requiring immediate treatment, do not seek aid without first informing Agency management and using authorized medical providers. If it is an emergency, seek initial treatment at the nearest hospital emergency room or medical clinic. Then, notify Agency management.
3. Stipulations relating to benefits payable, and compensation related to work-related injuries include:

- a. A reduction in compensation and death benefits where injury is caused by the willful failure of the employee to obey established safety rules and/or use employer provided safety equipment.
 - b. A reduction in compensation and death benefits if the injury was sustained in conjunction with the use of alcohol and/or non-prescribed controlled or illegal drugs. A total forfeiture of benefits or compensation otherwise payable for death or disability will apply if it is determined that the use of alcohol and/or non-prescribed controlled or illegal drugs is the proximate cause of the injury that is in violation of the Agency's rule or policy.
 - c. Forfeiture of benefits or compensation otherwise payable for injuries sustained while participating in a voluntary recreational activity.
 - d. No compensation shall be allowed for heart attack or stroke resulting in injury or death due to stress or exertion at work, including mental injury, unless evidence identifies such stress or exertion as being unusual in comparison to pressures and tensions experienced by the average employee in that employment.
4. Employees must immediately report all injuries or illnesses, regardless of severity, to the Executive Director and the Executive Director will be responsible for:
- a. Ensuring injured employees receive necessary medical attention,
 - b. Preparing a First Report of Injury Form, and
 - c. Coordinating all claims,
 - d. Ensuring every question is answered on all forms in order to file the claim promptly with the insurance carrier.
 - e. Original forms must be forwarded within twenty-four (24) hours to the Executive Director.
5. Workers' Compensation Integration: Accrued, available sick leave and worker's compensation benefits may be combined for a period of leave taken as the result of a job-related illness or injury compensable under workers' compensation.
- a. A prorated amount of accrued paid sick leave may be used as a supplemental payment to make up the difference between the workers' compensation benefit paid for lost time and the employee's regular wage.

- b. The use of paid sick leave must not result in a total payment that exceeds the employee's regular wages.
 - c. Time spent by an employee waiting for and receiving medical attention at the direction of the Executive Director during the employee's normal working hours constitutes hours worked and will be paid by the Agency at the employee's regular rate of pay.
 - d. Follow-up appointments scheduled by employees needing medical attention during or outside of working hours are not "at the direction of the Executive Director and are not considered "hours worked". Therefore, this time is considered leave without pay and the employee may use accrued, available sick leave.
6. Employees who are not able to work their scheduled hours as a result of a work-related injury or illness must advise the Executive Director or his/her designee by telephone or letter of the expected date they anticipate returning to work and forwarding all doctor's reports to the Executive Director or his/her designee
7. The Agency does not discriminate or retaliate against employees who have filed legitimate workers' compensation claims. The Executive Director will not make or threaten any action to compel or persuade employees not to file a workers' compensation claim.
8. Filing a fraudulent workers' compensation claim or engaging in fraudulent representations with respect to workers' compensation claims or benefits are serious offenses. Employees found to have engaged in fraudulent activities are subject to disciplinary action, up to and including termination of employment. Employees who file fraudulent claims may also be criminally prosecuted.
9. FMLA Medical Leave and Worker's Compensation can run concurrently. FMLA Medical Leave requests for work injuries involving Worker's Compensation should follow the same process as FMLA Leave Policy with respect to the verification or clarification of the medical certification.

O. Social Security

Employees and the Agency are required to contribute toward Social Security Benefits from the first day of employment.

- 1. The amount deducted from an employee's wages is considered a Social Security tax used, together with the Agency's contribution, to fund benefits.

2. Employees need not apply for this benefit or payroll deduction; it is taken automatically by the Agency.
3. Both the employee's and the Agency's contribution rates are established by law and represent a percentage of earnings.
4. Social Security provides four (4) basic benefit provisions consisting of retirement income, disability, death, and retirement health care.
5. Eligibility varies among the benefits, and entitlements are subject to individual circumstances. Information explaining these details is available at your nearest Social Security office and on the Social Security website.

P. Unemployment Insurance

Employees may be eligible for unemployment benefits upon involuntary termination of service with the Agency, depending on state law and circumstances connected with termination.

1. After leaving Agency employment, the involuntary terminated employee may file an unemployment claim with the state unemployment office, which will explain the rights, benefits, and eligibility determination process provided by state law.
2. Unemployment Insurance is paid entirely by the Agency or former employers.

Q. Family and Medical Leave Act ("FMLA") and State Parental Leave Act

The Agency will afford its employees family and medical leave guaranteed by federal and state law under the Family Medical Leave Act (FMLA), Pregnancy Discrimination Act (PDA), American with Disabilities Act (ADA) and National Defense Authorization Act (NDAA), and West Virginia Parental Leave Act. Employees have the right to take an unpaid leave of absence for family or medical reasons while maintaining job protection. Employees seeking clarification on this FMLA leave policy should direct their questions to the Executive Director. In the event a Shelter in Place order is issued by federal, state, or local authorities, the Agency will comply with any additional expanded FMLA directives that may be issued.

West Virginia Parental Leave Act provides all state and county (public) employees with up to twelve (12) weeks of unpaid leave during any twelve (12) month period. The unpaid leave is provided after all annual and sick leave is exhausted. The employee must give a two (2) week written notice if family leave is foreseeable. The unpaid leave may be used for:

- The birth of a son or daughter of the employee
- The placement of a son or daughter with the employee for adoption
- Care for the employee's son, daughter, spouse, parent, or dependent who has a serious health condition.

1. Eligibility:

To be eligible for FMLA leave, an employee must:

- a. have been employed by the Agency for at least twelve (12) months (need not be consecutive); separate periods of employment will be counted, provided that the break in service does not exceed seven (7) years.
- b. have worked at least 1,250 hours in the preceding twelve (12) months from the date FMLA is to be used (these hours must be actual hours worked, not to include unpaid leave and accrued paid leave).

NOTE: The Uniformed Services Employment and Reemployment Rights Act (USERRA) – requires that a person reemployed under its provisions be given credit for any months and hours of service he/she would have been employed, but for the military service, in determining eligibility for FMLA leave.

2. General Provisions for FMLA Leave:

a. Family Care Leave (FCL)

FCL may be taken for the following reasons:

- 1) For the birth of a child and in order to care for that child.
- 2) For the placement of a child through adoption or state approved foster care.
- 3) "Qualifying Exigency" (any issues related to a military service member's call to duty) arising out of the service member's current tour of active duty or because the service member is notified of an impending call to duty of a contingency operation. Qualified exigencies are defined to include the following:
 - a) Short-notice deployment; issues that arise from the fact that a covered military member is called to active duty with notice of seven (7) days or less prior to deployment. This leave can be taken during the seven (7) day period only.

- b) Military events and related activities - Leave to attend official military events related to active duty, or to attend family support or assistance programs and informational briefings related to the call to active duty.
- c) Childcare and school activities - Leave to arrange for alternative childcare for a child (as defined by the FMLA) of a covered service member, to provide childcare on an emergency basis (but not a routine, regular, or everyday basis), to enroll a child of a covered service member in school, or to attend school meetings for the child of a covered service member where the leave is necessitated by the active duty or call to active duty of the covered service member.
- d) Financial and legal arrangements - Leave to make financial or legal arrangements to address the covered service member's absence for military duty, or to act as the covered service member's representative for purposes of obtaining military service benefits. Leave can only be taken to obtain military service benefits while the service member is away on active duty or within ninety (90) days of termination of that active duty.
- e) Counseling - Leave to attend counseling by someone other than a health care provider for the employee, the covered service member, or a child of the covered service member, provided that the need for counseling arises from the military service.
- f) Rest and recuperation - Leave to spend time with a covered service member who is on a short-term, temporary, rest and recuperation leave during the period of deployment. This leave is limited to five (5) days for each military rest and recuperation visit.
- g) Post-deployment activities - Leave to attend post-deployment functions, such as arrival ceremonies or reintegration briefings that occur within ninety (90) days following the termination of active-duty status or to address issues that arise from the death of the covered service member, such as making funeral arrangements.
- h) "Additional activities" - These are not defined by either the FMLA or the regulations. The regulations state that such leave is allowed "to address other events which arise out of the covered military member's active duty or call to active-duty status *provided that the Agency and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of*

such leave". Granting leave for "qualified exigencies" for purposes other than those stated above is at the discretion of the Agency.

FCL usage may be subject to the following conditions:

- 1) All accrued paid annual and sick, compensatory leave, pursuant to rules for the use of leave must be exhausted against FCL for any part of the twelve (12) weeks of leave to which the employee may be entitled under FMLA before being placed on leave without pay. Sick leave may only be used for the birth mother while under a doctor's care. After she is released to return to work, any additional leave used to care for the healthy child must be compensatory or annual leave for the balance of the 12 weeks. Paid leave and FMLA leave will run concurrently.
 - a) For twelve (12) consecutive weeks measured forward from the birth or placement of the child.
 - b) If both spouses are employed by the Agency, they are entitled together to a total of twelve (12) weeks (rather than 12 weeks each) for the birth or placement of a child.
 - c) Intermittent or reduced leave schedule is only allowed for FCL due to a qualifying exigency; certification must be provided and should include a copy of the covered military member's active-duty orders or other documentation issued by the military that indicates that the covered military member is on

active duty or called to active-duty status in support of a contingency operation, and the dates of the covered military member's active-duty service.

a. Medical Care Leave (MCL)

MCL may be taken for the following reasons:

- 1) To care for a spouse, child, or parent with a serious health condition.
- 2) For the serious health condition of the employee.
- 3) Caregiver Leave for an Injured Service member – This benefit provides twenty-six (26) weeks of FMLA leave during a single twelve (12)-month period for a spouse, son, daughter, parent, or nearest blood relative caring for a recovering service member. A recovering service member is defined as a member of the regular

Armed Forces, National Guard, or Reserves who suffered an injury or illness while on active duty that may render the person unable to perform the duties of the member's office, grade, rank or rating. Intermittent leave is permitted.

MCL may be taken subject to the following conditions:

- 1) Serious health condition means illness, injury, impairment, or physical or mental condition of the employee, or of a child, parent or spouse, which warrants the participation of a family member to provide care during a period of the treatment, or supervision of the child, parent or spouse and also involves:
 - a) An inpatient facility, or
 - b) Continuing treatment or continuing supervision by a health care provider.
- 2) All accrued annual and sick and compensatory, must be exhausted against MCL for any part of the twelve (12) weeks and twenty-six (26) weeks for the care of a covered service member of leave to which the employee may be entitled under FMLA before being placed on leave without pay status. Paid leave and FMLA leave will run concurrently.
- 3) For twelve (12) weeks measured forward from the first day MCL is used and twenty-six (26) weeks for the care of a covered service member.
- 4) May be intermittent or reduced schedule if certified as medically necessary by the health care provider. Any employee who is unable to report to work and uses intermittently FMLA leave must contact the Executive Director within thirty (30) minutes after the beginning of that employee's normal workday unless department rules require an earlier reporting time. The employee's time off should be documented to reflect intermittent leave.
- 5) A medical certification from the health care provider to support a request for leave for an employee's own serious health conditions, or to care for a seriously ill child, spouse, covered service member, or parent is required.
 - a) For the employee's personal medical leave, the certification must state that the employee is unable to perform the functions of his/her position because of a serious health condition.

b) For leave to care for a seriously ill child, spouse, covered service member, or parent, the certification must state that the employee is needed to provide care.

6) The Agency may require a second medical opinion at its own expense and periodic recertification. If the first and second opinions differ, the Agency at its own expense, may require the opinion of a third healthcare provider, approved by the both the Agency and employee. This third opinion is binding.

3. Duration of Leave:

Eligible employees may receive up to twelve (12) workweeks of un-paid leave within any twelve (12) month period (need not be consecutive).

4. If Both Spouses Work for the Agency

If both spouses work for the Agency they are entitled to leave under this policy, the aggregate number of workweeks of FMLA leave to which both is entitled is limited to twelve (12) workweeks during any twelve (12) month period, if such leave is taken:

- a. For the birth or placement of a child
- b. For a parent's serious health condition.

If each wish to take leave to care for a covered injured or ill service member, they may only take a combined total of twenty-six (26) weeks of leave.

Additional leave time may be available under (Non-FMLA) Medical Leave of Absence Policy.

5. Pay Status While on FMLA Leave:

- a. If an employee has accrued annual or sick leave, the employee will be required to take his/her paid leave as part of his/her FMLA leave. Paid leave and FMLA leave will run concurrently.
- b. After all accrued paid leave is taken; the remainder of the twelve (12) week leave will be unpaid.

- c. If an employee is receiving short-term disability insurance benefits, they may not use accrued leave. Accrued leave will be utilized when the employee moves to an unpaid status. Accruals for accrued leave restart upon the employee's return to paid status.
- d. Exempt Employee - If an exempt employee is on FMLA, the employee will be paid for workweeks that include any FMLA leave. However, whole days not worked due to FMLA will be charged against an employee's accrued leave or will be leave without pay. All FMLA taken regardless of whether it is paid or unpaid will count against the employee's twelve (12) week leave entitlement.
- e. Pregnancy/Child Bonding - A parent can use accrued annual or sick leave for any period of a pregnancy or postpartum recovery, as well as, for leave to bond with a well-child where there is no serious medical condition.
- f. Military Caregiver/Exigency - An employee who is using military caregiver leave for a qualifying exigency must use all accrued leave prior to being eligible for unpaid leave.

6. Effects on Group Health Plan Benefits

- a. During approved FMLA leave period, an employee's group health benefit will remain the same as before the leave began, subject to any general changes in plan coverage.
- b. Employees on approved unpaid FMLA leave are responsible for payment of their normal portion of the premium. The payment must be received by the first day of every month. A thirty (30) day grace period applies. If full payment is not postmarked within a thirty (30) day grace period, benefits may be terminated. The Agency will provide a fifteen (15) days' notice prior to the employee's loss of coverage.
- c. If an employee does not return to work after approved FMLA leave period has expired for reasons other than continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control, the employee **must** pay the Agency for all amounts of insurance premiums that the Agency may have paid for the employee during the leave period.
- d. Employees retain their employment status during the period of leave. An absence covered by approved FMLA leave period will not be considered a break in service for purposes of determining an employee's longevity, or any employee benefit plan.
- e. Benefit entitlement based on upon length of service will be calculated as of the last paid workday prior to the start of unpaid leave of absence. An employee on leave will not lose any employment benefits accrued prior to the leave, unless a benefit is used

by the employee during the leave, such as accrued paid leave. An employee on FMLA accrues no additional seniority or employment benefits during any period of unpaid leave.

- f. An employee must continue retirement contributions at the same rate, for the period of FMLA.

7. Other Agency Benefits

- a. Agency leave benefits (annual, sick etc.) will not accrue during periods of **unpaid** FMLA leave.
- b. When an employee is on approved **paid** FMLA leave (using annual, sick etc. as FMLA leave), Agency benefits will continue to accrue.
- c. When an employee is on approved unpaid FMLA leave all employer paid benefit premiums (health insurance, life insurance, retirement, etc.) will cease or must be paid 100% by the employee effective the day the employee exhausts all available leave (annual, sick etc.).

8. Requests for FML

- a. Where the need for FMLA leave is clearly foreseeable, an employee should give the Agency thirty (30) days advance notice of the time needed off. If the employee fails to give timely advance notice with no reasonable excuse, the Agency may delay FMLA coverage until thirty (30) days after the date the employee provides notice.
- b. If the need is foreseeable but is not known in time to give thirty (30) days advance notice of the need, notice should be given as soon as practicable, normally within one or two (2) business days of learning of the need for leave.
- c. In cases of unforeseeable need for leave, the employee must follow the Agency's usual and customary call-in policy/procedure for reporting an absence, absent unusual circumstances.
- d. If the Agency learns that requested leave is for an FMLA leave purpose after the leave period has already begun, the entire or some portion of the paid leave period may be retroactively counted as FMLA leave. If the need for leave arises during annual leave, the annual leave may be retroactively designated by the Agency as FMLA leave.

9. Requests for MCL

- a. Medical Certification for the Employee's and Family Member's Serious Health Condition - The Agency will require medical certification for the employee's serious health condition or the family member's serious health condition. The Executive Director will receive all medical certifications for employee's or family member's serious health condition(s). The employee must respond to the medical certification request within fifteen (15) calendar days of the request for FMLA leave. Failure to comply with the above-mentioned requirements may result in delay or denial of leave or reinstatement from leave, in which case the employee's leave of absence would be unauthorized, subjecting the employee to discipline up to and including termination.
- b. Medical Certification of Qualified Exigency for Military Caregiver Leave – The Agency will require medical certification of the qualifying exigency for military family leave. The documentation (i.e., military orders) should be sent to the Executive Director. The employee must respond to the medical certification request within fifteen (15) calendar days of the request of FMLA leave. Failure to comply with the above-mentioned requirements may result in delay or denial of leave or reinstatement from leave, in which case the employee's leave of absence would be unauthorized, subjecting the employee to discipline up to and including termination.
- c. Medical Certification for Serious Injury or Illness of Covered Service Member for Military Caregiver Leave – The Agency will require medical certification for the serious injury or illness of the covered service member. The medical certification must be submitted to the Executive Director. The employee must respond to the medical certification request within fifteen (15) calendar days of the request for FMLA leave. Failure to comply with the above-mentioned requirements may result in delay or denial of leave or reinstatement from leave, in which case the employee's leave of absence would be unauthorized, subjecting the employee to discipline up to and including termination.

10. Leave Determinations

- a. Incomplete Certifications - If an incomplete medical certification is received, the Executive Director will provide the employee with the opportunity to either have the health care provider correct the certification or provide a written release for the Executive Director to contact the health care provider directly. The employee will have seven (7) calendar days to resolve any deficiencies in the medical certification. If, after seven (7) calendar days the identified deficiencies have not been resolved, the FMLA request may be denied

- b. 2nd and 3rd Opinions - The Agency may request recertification and/or a second opinion for the serious health condition of the employee or the employee's family member in accordance with the regulations under the FMLA. If the Agency questions the validity of the health care provider's opinion, a second opinion may be required. In such cases, the Agency will choose a health care provider to give the second opinion and will pay the cost. If the first and second opinions differ, the Agency may require a third opinion. The health care provider giving the third opinion will be jointly approved by the Agency and the employee. The third opinion will be binding on both parties. The Agency will pay the cost of the third opinion.
- c. Recertification - If, after the initial medical certification, the employee needs to renew or change the leave request, they are required to submit an additional or amended medical certification to the Executive Director. Recertification will be necessary when the employee seeks an extension of his/her her leave. The employee must provide a new medical certification in each subsequent leave year.

The Agency may require recertification of the ongoing need for leave every thirty (30) days or more often depending on the circumstances of each individual situation. Failure to provide proper medical certification may result in the denial of FMLA leave, or in a delay of its approval.

11. Approval/Denial Notice

Once the Agency receives the necessary information, the employee will be notified within five (5) business days whether or not the leave is approved or denied along with a designation of the leave as FMLA. If an employee uses accrued leave for a condition that progresses into a serious health condition, and the employee requests additional medical leave provided under this policy, the Agency may designate all or some portion of the leave taken as FMLA leave, to the extent that the earlier leave meets the necessary qualifications.

12. Intermittent Leave

Eligible employees may take FMLA leave intermittently (in blocks of time), or by reducing their normal weekly or daily work schedule, when medically necessary for their own or an immediate family member's serious health condition or for the serious injury or illness of a service member. This type of FMLA leave use must be carefully reviewed and supported by medical certification. Intermittent FMLA is also available for leaves due to a qualifying

exigency. Employees who require intermittent leave or reduced-schedule leave must try to schedule their leave so that it will not disrupt the Agency's operations.

13. Birth of Child/Adoption

Intermittent FMLA leave is not permitted for the birth of a child or to care for a newborn child or newly adopted child when there is no serious medical condition. An employee may use a reduced work schedule within one (1) year following the birth or adoption of a child in agreement with the Agency.

14. Call-In Procedures

Absent unusual circumstances, employees must comply with Agency's customary call-in procedures when they miss work for reasons potentially covered by FMLA leave. Employees must also designate their absence as an FMLA covered event each time intermittent leave is utilized. Failure to comply with these procedures may subject the employee to discipline up to and including employment termination.

15. Exhaustion of Intermittent Leave

Once FMLA is exhausted or no longer needed, absences will be counted as occurrences. Should an employee exceed the estimated time away from work provided in his/her medical certification, he/she will be required to submit medical documentation or an updated medical certification to support the additional leave. If the need for more leave is protected under the FMLA, the absences will not be counted as occurrences. Absences under FMLA must be related to the serious health condition according to the medical certification. Utilizing FMLA for reasons not related to the certification(s) is not permitted.

16. Job Restoration

An employee who takes leave under the FMLA will normally return to the same position or a position with equivalent status, pay, benefits and other employment terms.

Exceptions to job restoration are permitted when the original assignment ended, or the original position is eliminated during the FMLA leave period due to reduction in force, reorganization, or if the employee would not otherwise have kept said employment even if leave was not taken.

The reinstatement guarantees do not apply to the following employees:

- a. Whose positions are so unique that the Agency cannot, after reasonable efforts, fill that position temporarily, or

- b. Whose used the leave to pursue employment opportunities or to work for another employer.

The Agency will notify the employee if their position will not be reinstated for either of the above reasons.

Under specified circumstances, certain "key" employees may not be reinstated to employment with the Agency. A "key" employee is defined as a salaried "eligible" employee who is among the highest paid 10% of employees of the Agency within seventy-five (75) miles of the worksite.

An employee returning from FMLA leave, due to the employee's own serious health condition, must provide medical certification from his/her health care provider stating the employee is able to return to work in accordance with the Agency's job description.

17. Unable to Return after FMLA Leave

If the employee is not medically released to return to work at the end of their approved FMLA leave period and is not granted any additional leave, employment will be terminated because the employee is "unable to return to his/her job duties". The effective date will start from the last day of the approved leave, unless a continuation of leave was granted as an accommodation defined under the Americans with Disabilities Act (ADA) as amended, or for other bona fide reasons.

18. Failure to Return after FMLA Leave

Any employee who fails to return to work as scheduled after approved FMLA leave period (end of medical certification, release to return to work, or exhaustion of leave entitlement) may be subject to termination of employment. Employees, who exceed their FMLA entitlement without approved extension(s) of their leave, may be subject to dismissal from employment per applicable attendance policy.

19. Notice Requirements for Returning from FMLA Leave

Employees are expected to be able to return to work by the end of their approved leave period. Prior to returning from leave for a personal health condition, the employee must secure a medical release from his/her healthcare provider. The Medical Release from the health care provider must confirm that the employee has the ability to return to work to perform the regular duties or set forth any restrictions. The Medical Release must be submitted to the Executive Director at least two (2) days in advance of the expected date of return. The Release will be retained in a separate medical personnel file. If the employee

is released to work with restrictions, the Executive Director will determine whether the restrictions can be reasonably accommodated.

If the employee is released to return to work with restrictions, the Executive Director will consider whether the restriction can be met in the workplace or if a reasonable accommodation is required. Medical restrictions are those that prevent the employee from performing their regular duties at the end of the approved leave period due to a continuing medical condition.

If an employee on FMLA leave for personal medical reasons is released to return to work sooner than the expected return date listed on the Leave Request, the employee must notify the Executive Director within two (2) business days of receiving the release.

20. Coordination with Attendance Policies

Attendance and FMLA - Absences covered by FMLA leave will not be counted as occurrences of absenteeism under the Agency's attendance policy. However, employees may be subject to discipline up to and including termination of employment, if during their leave, they engage in activities inconsistent with the stated purpose for the leave. For example, employees may be prohibited from engaging in other similar employment during FMLA leave. Misrepresentations or any act of dishonesty related to FMLA leave will also be grounds for discipline, up to and including termination of employment.

21. Worker's Compensation and FMLA

FMLA and Worker's Compensation run concurrently if the injury meets the definition of a serious health condition under FMLA. FMLA requests for work injuries involving Workers' Compensation may follow a different process with respect to the verification or clarification of the medical certification.

22. Definitions and Key Terms

- a. COVERED ACTIVE DUTY - The term "covered active duty" means duty under a call or order to covered active duty in the Armed Forces of the United States Army, Navy, Marine Corps, Air Force or Coast Guard, or in a reserve component, for purposes other than training.
- b. CERTIFICATION RELATED TO COVERED ACTIVE DUTY OR CALL TO COVERED ACTIVE DUTY - As a result of any qualifying exigency, because the spouse, son, daughter, parent or next of kin of the employee is on covered active duty or was notified of an

impending call or order to covered active duty in the Armed Forces, the Agency may require that a request for leave be supported by certification.

Three (3) forms of documentation may be required: (1) a copy of the covered military family member's covered active duty/call to covered active duty in support of contingency operations, (2) a signed statement from the employee describing the facts regarding each request for leave for each form of Qualifying Exigency leave and (3) a copy of the military member's Rest and Recuperation leave orders, or other documentation issued by the military setting forth the dates of the military member's leave. The Agency may verify the information on the certification, including contact with the Department of Defense, or calling a third party to verify a meeting or appointment schedule.

The list of health care providers who are authorized to complete a certification for military caregiver leave for a covered service member includes a healthcare provider, as defined in §825.125, who are not affiliated with Department of Defense (DOD), Veterans Affairs (VA) or TRICARE.

An employee may submit documentation of enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers as sufficient certification of the covered veteran's serious injury or illness. The documentation is sufficient even if the employee is not the named caregiver on the document.

The Agency may require the employee to provide additional information, such as confirmation of the familial relationship to the enrolled service member or documentation of the veteran's discharge date and status. Documentation must indicate whether the military member is a veteran, the date of separation, and whether the separation was other than dishonorable.

Second and third opinions may be required for military caregiver leave certifications that are completed by health care providers, as defined in §825.125, who are not affiliated with DOD, VA or TRICARE.

- c. CHRONIC CONDITION REQUIRING TREATMENTS - A chronic condition that:
- 1) Requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider;
 - 2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

- 3) May cause episodic rather than a continuing period of incapacity (*e.g.*, asthma, diabetes, epilepsy, etc.).
- d. COVERED SERVICE MEMBER (for purposes of caregiver leave)- The term "covered service member" means a member of the Armed Forces, including a member of the National Guard or Reserves, and a covered veteran who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A covered veteran is an individual who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

The period between enactment of the FY 2010 NDAA on October 28, 2009 and the effective date of the 2013 Final rule is excluded in the determination of the five-year period for covered veteran status.

- e. INCAPABLE OF SELF-CARE – the individual requires assistance or supervision in three (3) or more of the following:
- Grooming and Hygiene
 - Dressing
 - Cooking
 - Shopping
 - Paying Bills
 - Using Telephones or Directories
 - Bathing
 - Eating
 - Cleaning
 - Taking Public Transportation
 - Using a Post Office, Etc.
- f. MULTIPLE TREATMENTS (NON-CHRONIC CONDITIONS) - Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
- g. NEXT OF KIN - The term "next of kin" means the nearest blood relative of that individual.
- h. OUTPATIENT STATUS: The term "outpatient status", with respect to a covered service-member, means the status of a member of the Armed Forces assigned to:
- 1) A military medical treatment facility as an outpatient; or

- 2) A unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- i. PARENT – Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents (in-law).
 - j. IN LOCO PARENTIS – The FMLA regulations define in loco parentis as including those with day-to-day responsibilities to care for or financially support a child. Employees who have no biological or legal relationship with a child may, nonetheless, stand in loco parentis to the child and be entitled to FMLA leave. Similarly, an employee may take leave to care for someone who, although having no legal or biological relationship to the employee when the employee was a child, stood in loco parentis to the employee when the employee was a child, even if they have no legal or biological relationship.
 - k. PERMANENT/LONG-TERM CONDITION REQUIRING SUPERVISION - A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of but need not be receiving active treatment by a health care provider. Examples include, without limitation, Alzheimer's, a severe stroke, or the terminal stages of a disease.
 - l. PHYSICAL OR MENTAL DISABILITY – A physical or mental impairment that substantially limits one (1) or more of the major life activities of the individual.
 - m. PREGNANCY - Any period of incapacity due to pregnancy or for prenatal care.
 - n. QUALIFYING EXIGENCY
 - 1) Short-Notice Deployment: When the covered military family member is notified less than seven (7) days prior to a deployment, leave can be taken to address any issue that arises from the deployment. The seven (7) days begins when the covered family member is provided the short-notice deployment.
 - 2) Military Events and Related Activities: leave is allowed (1) to attend any official ceremony, program, or event sponsored by the military and (2) to attend family support and assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the covered active duty or call to covered active-duty status of a military member.

- 3) Childcare and School Activities: An eligible employee can take leave to arrange childcare or attend certain school activities for a biological, adopted, or foster child, a stepchild, or a legal ward of the military member, or a child for whom the military

member stands in loco parentis, who is either under age eighteen (18), or age eighteen (18) or older and incapable of self-care because of a mental or physical disability at the time the FMLA leave is to commence.

Leave may be taken (1) to arrange for alternative childcare when the covered active duty or call to covered active duty status of a military member necessitates a change in the existing childcare arrangement; (2) to provide childcare on an urgent immediate need basis (but not on a routine, regular, or everyday basis) when the need to provide such care arises from the covered active duty or call to covered active duty status of a military member; (3) to enroll the child in or transfer the child to a new school or daycare facility when enrollment or transfer is necessitated by the covered active duty or call to covered active duty status of a military member; and (4) to attend meetings with staff at a school or daycare facility, such as meetings with school officials regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors, when such meetings are necessary due to circumstances arising from the covered active duty or call to covered active duty status of a military member.

- 4) Financial and Legal Arrangements: Qualifying exigency leave is allowed (1) to make or update financial or legal arrangements to address the military member's absence while on covered active duty or call to covered active duty status, such as preparing and executing financial and health-care powers of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System ("DEERS"), obtaining military identification cards, or preparing or updating a will or living trust. Also, leave is allowed (2) to act as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to covered active-duty status and for a period of ninety (90) days following the termination of the military member's covered active-duty status.

Leave is not available for routine matters, such as paying bills.

- 5) Counseling: Qualifying leave is to attend counseling provided by someone other than a health-care provider for oneself, for the military member, or for the biological, adopted, or foster child, a stepchild, or a legal ward of the military member or a child for whom the military member stands in loco parentis, who is

either under age eighteen (18), or age eighteen (18) or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence, provided that the need for counseling arises from the covered active duty or call to covered active duty status of a military member.

- 6) Rest and Recuperation: leave is provided (1) to spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) calendar days of leave for each instance of rest and recuperation.
 - 7) Post-Deployment Activities: Qualifying exigency leave is provided to attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of ninety (90) days following the termination of the military member's covered active duty and to address issues that arise from the death of a military member while on covered active duty status, such as meeting and recovering the body of the military member and making funeral arrangements.
 - 8) Additional Activities: leave is allowed to address other events which arise out of the military member's covered active duty or call to covered active-duty status provided that the employer and employee agree that such leave shall qualify as an exigency and agree to both the timing and duration.
 - 9) Parental Care: Eligible employees may take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.
- o. SERIOUS HEALTH CONDITION - An illness, injury, impairment, or physical or mental condition that involves one of the following:
- 1) Hospital Care

Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

2) Absence Plus Treatment

A period of incapacity of more than three (3) consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

- a) Treatment two or more times by a health care provider within a thirty (30) day period from the beginning of the period of incapacity, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (*e.g.*, physical therapist) under orders of, or on referral by, a health care provider; or
 - b) Treatment by a health care provider on at least one occasion that result in a regimen of continuing treatment under the supervision of the health care provider.
- p. SERIOUS INJURY OR ILLNESS - The term "serious injury or illness", in the case of a member of the Armed Forces, including a member of the National Guard or Reserves means an injury or illness incurred by the member in line of duty or an injury or illness that existed before the beginning of the member's active duty but were aggravated by service in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
- 1) A serious injury or illness for a covered veteran means an injury or illness that was incurred or aggravated by the member in the line of duty on active duty in the Armed Forces and manifested itself before or after the member became a veteran, and is:
 - 2) A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; OR
 - 3) A physical or mental condition for which the covered veteran has received a VA Service-Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; OR

- 4) A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; OR
 - 5) An injury, including a psychological injury, on the basis of which the covered veteran was enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
- q. SON or DAUGHTER/CHILD – a biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing in place of a parent who is:
- 1) Under 18 years of age;
 - 2) 18 years of age or older and incapable of self-care because of a mental or physical disability, or
 - 3) On covered active duty or call to covered active-duty status, and who is of any age.
- r. SPOUSE –means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides, including "common law" marriage and same-sex marriage.

R. Education Assistance Program

The Agency encourages and supports efforts by its employees to improve their skills and educate themselves for advancement by studying job-related subjects at an approved educational institution.

Full-time employees with twelve months (12) of continuous employment may be provided with certain education-related expenses in accordance with the following guidelines and criteria. Part-time and temporary employees are not eligible to receive these benefits.

1. Application Procedure: Prior to registration for a course, seminar, or workshop, eligible employees must discuss its relationship to the job with the Executive Director. Employees must fill out a Request for Educational Assistance form (see Sample Form 17 in Appendices Section) and obtain the Executive Director's approval by written authorization on the form.
2. The Agency makes no commitment to provide for all courses leading to a degree. Each course must be applied for separately and is evaluated on its individual merits and its job-relatedness in accordance with the application procedure. Undergraduate, graduate, and technical/engineering courses are covered by this procedure.

3. Courses or programs must be offered by an approved institution – for example, accredited school, college, university, or correspondence school. The determination of an approved institution is the responsibility of the Agency.
4. Amounts and Procedures:
 - a. Reimbursement cannot exceed \$500 per calendar year.
 - b. Receipts for the costs of the course, seminar, or workshop must be submitted to the Executive Director within thirty (30) days of receipt of the grade.
 - c. Upon completion of the Agency-approved course, seminar, or workshop, the Agency provides 50% of the cost of tuition up to \$500 per calendar year if an employee submits evidence of having received no lower than a C grade. If no grading system is used, the employee must submit evidence of having satisfactorily completed the course or program.
 - d. Tuition costs less than \$100 may be fully reimbursed upon completion of the course with a grade no lower than a C.
 - e. Employees who leave the Agency for reasons other than layoff prior to completion of a course shall forfeit rights to any reimbursement for courses completed after termination.
 - f. The employee understands that such training and certification constitutes an investment by the Agency. Should the employee terminate his/her employment within two (2) years from the date of the employee's class and/or certification ("Reimbursement Period"), the employee will reimburse the Agency for the total costs and expenses of the training and certification expenses as stated above. Should the Agency terminate the employee's employment within two (2) years from the date of the employee's class and/or certification ("Reimbursement Period") for good cause, the employee will reimburse the Agency for the total cost of the training and certification expenses. A determination of whether the employee was terminated for good cause shall be made solely by the Executive Director or his/her designee.
 - g. In accordance with IRS 26 U.S. Code § 127, reimbursement for post-graduate college education will be considered taxable income to the employee.

- h. Reimbursement for expenses may not exceed the amount allowed per employee as established by the Agency. This benefit is contingent on available funds. If Budget line items would be overrun this benefit will be temporarily suspended.

SECTION 7: OPERATING POLICIES, REGULATIONS & PROCEDURES

A. Business Hours

The Agency's normal office hours are from:

8:00 AM – 4:30PM Monday through Friday

1. To meet Agency objectives, employees are sometimes asked to spend additional time to complete rush work. This is considered part of the normal working day. Meeting Agency objectives may also require overtime work from time to time. Employees are expected to remain flexible and to discuss changes with management.

Every effort will be made in an attempt to keep additional work requirements to a minimum, but when such additional work is necessary, full cooperation of all employees will be expected.

2. For maintenance personnel, the eight (8)-hour workday shall be distributed as necessary to provide adequate coverage of maintenance operations. A schedule of work hours or shifts shall be prominently posted or made available.
3. On-Call Duty

The Agency's Senior Management and all Maintenance staff may be assigned on-call duty. On-call duty shall be on weekends, approved Agency holidays and after 4:30 p.m. on regular working days.

- a. The employee will be expected to be available by telephone, to perform emergency duties during his/her duty assignment and should remain within thirty (30) minutes driving time from the Agency to respond to any emergency.
- b. Employees are expected to respond to the call and travel to work within a reasonable amount of time.
- c. Employees will be considered engaged by the Agency at the time they start the work assignment until the work is completed. This time will be considered time worked and will be recorded as such on the employee's time sheet. On-call time will be paid at the employee's regular rate of pay or at his/her overtime rate if he/she has already worked the required forty (40) hours.

B. Timekeeping

To ensure employees' payroll amounts are correct and leave and/or benefit accounts are accurately maintained, employees must verify their timecards/sheets as required by the Agency according to the following guidelines.

For timekeeping purposes, the Agency's workweek begins Saturday 12:01 a.m. and ends Friday 11:59 p.m.

1. Employees having questions regarding timecards/sheets should contact the Executive Director for clarification.
2. Non-exempt employees are responsible for recording their hours worked and ensuring that such information is accurately presented on their timecards or time sheets. Exempt employee's time is maintained and verified by the Executive Director. Differentiated time allocations for appropriate AM/PM or project must be recorded correctly. Where timeclocks or web-clocks are used, the employee is expected to use those devices to accurately record their working time, and to verify the hours thus recorded for accuracy.
3. Timekeeping information may not be entered on timecards/sheets by someone other than the employee without prior written approval from the Executive Director.
4. Employees must submit timecards/sheets by the prescribed deadline. Employees are required to clock in when arriving to work, going out to a meal break, returning from your meal break, and at the end of the workday.
5. If an employee misses clocking in, the employee must notify the Executive Director as soon as possible. the Executive Director will manually enter the employee's work hours. Employees who consistently miss time clock entries will be subject to the following disciplinary actions:
 - Verbal warning
 - Written warning
 - Suspension without pay
 - Termination of Employment
6. The Executive Director will write on the top of the timecard or time sheet, "Prepared by the Executive Director if the employee is unavailable on the date it is due.

7. Employees should indicate absences due to annual and sick leave, holiday, or other reasons by submitting required leave forms in advance of the pay period end date. Leave hours will be authorized by the Executive Director. For leave that was not requested in

advance, the Executive Director or designee will enter the approved time in the time keeping system and request that a leave form be submitted. Leave time is used to complete the normal number of hours usually paid in a week, so the application of leave time hours should not bring the total hours above forty (40) hours for any given week.

8. Misrepresentation of time worked, falsification of entries or signatures, defacement or alteration of timecards or time sheets, and tampering with Agency timekeeping equipment are serious offenses and will result in disciplinary action up to and including termination of employment.

C. **Absenteeism and Tardiness**

The Agency requires employees to give adequate notice as well as a justifiable excuse for absenteeism and tardiness. Arriving late or being absent without an acceptable excuse is a serious problem. Notice of absence and/or tardiness alone, without a good excuse and without a reasonable explanation of the reason for and extent of the absence or tardiness, does not fulfill the employee's obligation. Likewise, a good excuse does not necessarily justify lack of notice.

1. All employees are expected to report to work as scheduled and to work their scheduled hours and required overtime.
2. Employees will be charged with an "absence" when they fail to report for scheduled work and/or overtime work.
3. Excessive absenteeism is defined as being absent more than one (1) day a month. Scheduled and approved all-purpose leave days will not be counted towards this calculation.
4. Employees will be considered tardy when they report to work more than fifteen (15) minutes after their scheduled starting time.
5. Repeated absences or tardiness will not be tolerated. Excessive tardiness is defined as being late more than three (3) times within a period of one hundred twenty (120) consecutive days.

6. All employees who anticipate being late, or who are unable to report to work for any reason, must call the Executive Director or his/her designee to report their absence or tardiness as soon as possible, and in no event (absent a compelling reason) later than thirty (30) minutes before their scheduled starting time. If the Executive Director is not available, the employee must call the Administrative Offices and talk to an Agency representative. If the employee must leave a voicemail, provide a phone number where you can be reached

and state a reason for the absence or tardiness. The employee must ensure that Agency management is made aware of both the fact and extent of the employee's absence or tardiness. In providing this notification, employees should state a reason for their absence or tardiness and indicate when they expect to return to work. In the event of failure to comply with the call-in procedures, the employee will be charged on the payroll as leave without pay.

7. Employees will clock in no earlier than fifteen (15) minutes before start of a workday and no later than fifteen (15) minutes after the end of a workday.
8. Disciplinary action:
- First Offense – Verbal warning and instructions
 - Second Offense – Written reprimand and instructions
 - Third Offense – One (1) day suspension without pay and possible termination

With the start of the new calendar year, an employee will be given the opportunity to correct his/her tardiness problem. Therefore, the disciplinary steps will begin anew. However, prior year disciplinary actions may be retained for performance evaluation purposes and for determining termination of employment should the employee again be cited with a fourth offense.

9. An employee must call the Executive Director within thirty (30) minutes of the scheduled starting time of the workday to report absence because of illness, injury or medical care.
10. Phone calls made by relatives or persons other than the employee will not be accepted and will result in the employee being charged with an unauthorized absence, unless the employee can provide sufficient evidence to show that the emergency or illness was of such a nature that it would make personal reporting impossible or difficult.
11. An employee must maintain daily contact with the Executive Director during the absence. Exceptions to this policy may be made by the Executive Director when an employee is hospitalized, on extended sick leave or when the attending physician has rendered in

writing an estimated date of return to work. However, the employee should still contact the Executive Director at least once a week during the absence.

12. Employees who are absent for three consecutive (3) workdays without properly notifying the Agency are subject to termination as a voluntary quit and/or job abandonment at the discretion of the Executive Director .

13. Subject to leave granted elsewhere in the Manual and any state and/or federal laws to the contrary, any employee on extended, excused absence from work must return no later

than the 183rd day (6 months) from the date the absence began. Any employee not returning to work by the 183rd day (6 months) will be terminated. In order to be considered for future employment, the employee must apply for rehire with the Agency. (See Rehire of Former Employees.)

NOTE: Returning in fewer than 183 days (6 months) is not a guarantee of employment. All such cases will be reviewed on a case-by-case basis for compliance with state and/or federal laws and the policies in the Manual that may apply to that particular case.

14. Except otherwise provided by Family Medical Leave Act (FMLA), any employee who fails to return to work as scheduled after approved leave period may be subject to termination from employment. Employees who exceed their approved leave period without extension(s) may be subject to termination of employment.

15. Absences covered under Non-FMLA (Leave without Pay) will not be counted as occurrences of absenteeism under the Agency's attendance policy. However, employees may be subject to discipline up to and including employment termination if, during their approved leave period, they engage in activities inconsistent with the stated purpose for the approved leave. For example, employees may be prohibited from engaging in other similar employment during leave. Misrepresentations or any act of dishonesty related to these leave policies will also be grounds.

D. Meal Periods

The Agency encourages and expects each employee to be ready to perform his/her job duties in an efficient, effective, and courteous manner. Meal periods are designed to provide a rest period for our employees.

1. No food or beverages are to be consumed in public areas of Agency facilities.

2. Employees must observe the rights of others and eat only their food and beverages. Do not take the food and beverages of other employees without their consent.
3. Meal periods will be coordinated by Agency management to minimize disruption to Agency business, while attempting to provide employees with meal period.
4. The normal work period per shift is eight (8) hours. An unpaid meal period should be scheduled close to the midpoint of the employee's work shift, depending upon the scheduling needs of the Agency.
5. Meal periods scheduling is subject to approval by the Executive Director.
6. Meal periods should remain flexible to adhere to Agency business needs.
7. Meal periods are unpaid unless employees are required to remain at their workstations and are available for work duties.
8. In order to avoid disruption of services, all employees must adjust their meal periods to ensure adequate staffing is maintained. Hourly employees' adjustments are subject to management approval.

E. Break Periods

1. Two (2) breaks, one during midmorning and one in the afternoon, of fifteen (15) minutes each may be taken by the employee, depending upon the scheduling needs of the Agency.
2. Break periods must remain flexible to adhere to the needs of Agency business. Break periods are not mandatory and are only taken if warranted by the demands of the work and approved by the Executive Director.
3. Services must not be postponed or delayed for the purpose of break periods.
4. Employees are not permitted to accumulate any unused break periods or use break periods as the basis for starting late, quitting early, or extending a scheduled meal period.

F. Breast-Feeding/Pumping Breaks:

In compliance with the Americans with Disabilities Act, the ADA Amendments Act and the Fair Labor Standard Act (FLSA), the Agency does not discriminate based on disability, pregnancy, pregnancy related medical condition or childbirth. the Agency does not discriminate based on disability, pregnancy, pregnancy related medical condition or childbirth. The Agency will

not discriminate against any employee or job applicant with the respect to any terms, conditions or privileges of employment on the basis of a known or perceived disability, pregnancy, childbirth, breastfeeding, or pregnancy related medical condition. Reasonable accommodations to known physical or mental limitations of all employees and applicants with disabilities or pregnant, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose undue hardship on the Agency.

In the case of an employee breastfeeding her infant child, the accommodation shall include reasonable unpaid break time each day to the employee and a suitable room or other location with privacy, other than a restroom stall, in close proximity to work area for the employee to express breast milk for the child.

Expressed milk can be stored in the Agency refrigerator, or other location, in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

All decisions with regard to reasonable accommodation shall be made by the Executive Director . Employees who are assigned to a new position as a reasonable accommodation will receive the salary for their new position. The Americans with Disabilities Act does not require the Agency to offer permanent "light duty", relocate essential job functions, or provide personal use items.

G. Inclement Weather/Natural Disaster

Employee safety is the Agency's concern and priority. However, we are a provider of services and it is generally necessary for the Agency to be open during normal business hours to provide maximum service. In the event disabling weather, a natural disaster, or an Agency-declared emergency occurs during non-working hours, employees should contact the Executive Director or his/her designee for instructions.

1. The Executive Director or his/her designee shall make the decision whether to close for the day, open late, or leave early. In case of a city or state emergency, the Agency will follow the City's policy for keeping offices open or closed.
2. When a temporary inclement weather, natural disaster, or other emergency closing was declared by the Agency:
 - a. Salaried/Exempt employees will receive their regular pay for the remainder of the affected workweek. However, salaried employees may be expected to carry on with work that can suitably be performed from home or in another available setting.

- b. Hourly employees will receive their regular pay for the hours they would normally have worked, exclusive of any scheduled or anticipated overtime work hours, up to a maximum of until the end of the event.
3. When an emergency closing has not been officially declared by the Executive Director or his/her designee, hourly employees who do not report to work will not be paid and lost time may not be compensated through the use of paid leave (*e.g.*, annual, sick, personal). Salaried employees' pay may be subject to deduction if they have no paid leave from which to draw.
4. If an early closing is declared during a workday, all employees who report to work will be compensated for their normal workday, regardless of the number of hours actually worked. Employees who do not report to work will not be compensated as regular pay.

H. Shelter in Place Order During Pandemic

In the event the government issues a Shelter in Place Order during a Pandemic, the Agency will follow the Federal, State and Local quarantine directives. It is our top priority to provide a safe and healthy workplace for all employees and continue providing essential services to our tenants, participants and vendors. It is everyone's responsibility to act responsibly to protect those in the communities we operate to maintain business in a safe but productive manner.

1. Infection-Control Measures

- a. Agency Property - To minimize exposure to and spread of infection in the workplace, the Agency will take the following steps:
 - 1) Collaboration with janitorial services to ensure offices and facilities are cleaned thoroughly.
 - 2) Increased cleaning and disinfecting of all commonly used surfaces using antiviral cleaning agents.
 - 3) Offices closed to the public. Any exceptions to this policy are limited to visits critical to business continuity and must be approved by the Executive Director .
 - 4) Termination of all travel for employees. Exceptions are limited to visits that are critical to business continuity and must be approved by Executive Director .
 - 5) Reduction in the number of employees who report to offices and facilities by implementing telecommuting/remote working where feasible (see Section 5.K. Telecommuting or Remote Work).
 - 6) Maintain on-site adequate supplies recommended personal protection equipment (PPE), such as face masks, eye protections, rubber gloves, and anti-bacteria hand

gels and wipes, which will be required to be worn by all employees while on duty. All employees should speak to their primary care physician about types and proper use of PPE to use in the home.

- b. Ways to protect yourself:
 - 1) Practice Social Distancing (six (6) feet away from any person during face-to-face encounters).
 - 2) Stay home when you are sick.
 - 3) Cover your mouth with a tissue when you cough or sneeze or cough or sneeze into your elbow. Avoid touching your face.
 - 4) Disinfect frequently touched objects and surfaces.
 - 5) Wash your hands with soap and water for at least 20 seconds.
 - 6) If soap and water isn't accessible, use an alcohol-based hand sanitizer with at least 60% alcohol.

2. Determining Essential Workers

The Executive Director will determine which positions will be considered essential and non-essential and issue telecommuting work options (see Section 5.K. Telecommuting or Remote Working). The Agency will follow the Department of Homeland Security (DHS)'s guidelines for Residential/Shelter Facilities which are relevant to PIH Programs to determine which positions will be considered "essential". All employees that report to Agency property will be required to wear proper protective equipment (i.e., medical face masks, rubber gloves, etc.). Failure to comply with this policy may be cause for disciplinary action up to and including termination. Essential workers may include positions that provide the following services:

- a. Youth or after school care services.
- b. Work in food services (community centers), or resident and/or social services, etc.
- c. Property Management, maintenance and related services calls who can coordinate the response to emergency "at-home" situations requiring immediate attention, as well as facilitate the reception of deliveries, mail and other necessary services.
- d. Housing, building and commercial construction and related activities, including inspections, permitting, and plan review services.
- e. Services in support of the elderly and disabled tenants which include coordination of healthcare appointments and activities of daily living.
- f. Workers responsible for the movement of household goods.

3. Bonuses and FMLA Leave

- a. Bonuses for Employees at Risk - Bonuses during a pandemic may be paid to employees that are at risk of exposure or hazardous situations at the discretion of the Executive Director and if budget allows. All employees are required to follow the Centers for Disease Control (CDC) and Occupational Safety and Health Administrations (OSHA) directives for worker protection and personal protective equipment (PPE).
- b. Family Medical Leave Act (FMLA) – If applicable, employees may be placed on FMLA who fall ill or is absent to care for an infected family member. Employees are required to notify the Executive Director as soon as possible for need for FMLA leave. If an employee has accrued annual or sick leave, the employee will be required to take his/her paid leave as part of his/her FMLA leave. Paid leave and FMLA leave will run concurrently. In the event that additional federal, state, or local mandatory directives (i.e., extended FMLA, paid annual or sick leave, etc.) during the pandemic, the Agency will comply with all directives (see Sample Form 1 Request for Expanded FMLA Leave if applicable).

4. Remote Locations

During a pandemic, local, state or federal authorities might prohibit or severely curtail individuals' access to and use of public services and public transportation; close or prevent access to buildings or public highways; isolate or quarantine buildings' occupants; and prevent inter or intrastate delivery of goods and services. The Agency cannot predict or have control over such authorities' actions and acknowledge the legal duty to comply with outside authorities' directives. Therefore, continued operations will operate from a number of remote work locations, including essential employees' home offices. Equipment necessary for off-site telecommuting operations may be provided by the Agency as needed.

5. Procurement for Specialized Items

The Agency will follow the guidelines issued by the CDC (reference www.cdc.gov) and will follow the Office of Management and Budget's (OMB) regulations 2 CFR § 200.317 to 2 CFR § 200.326 (Procurement Standards) to ensure that specialized services may be procured. Section 200.320(f) permits the Agency to procure from a single source through noncompetitive proposals when one or more of the following circumstances apply:

- a. An item is available only from a single source;
- b. A public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

- c. HUD expressly authorizes noncompetitive proposals in response to the written request from an Agency;
- d. Competition is determined inadequate after solicitation of a number of sources

However, documentation (i.e., proposed cost data, cost projections, evaluation of specific elements of cost and labor costs etc.) must be maintained in the file.

6. Public Meetings

Public hearings are required as part of the Annual Plan and Five-Year planning and revision process. The Agency will follow guidelines issued by the Department of Housing and Urban Development (HUD) and/or the state to regulate any requirements that limit large public gatherings due to a pandemic. Video and telephone conferencing may be utilized instead of in-person meetings when applicable.

7. Mandatory Quarantine

The Executive Director may place any employee on mandatory quarantine for the time period specified in CDC guidelines if the employee is showing any signs of illness. The

mandatory quarantine will be paid leave if it is available or will require employees to use accrued sick leave. If sick leave is not available, then the employee may use accrued annual leave or leave without pay and if an employee is determined to be ill the employee may be placed on FMLA leave (see Section 6.Q. Family Medical Leave Act in this policy). A certification from a physician for the employee's medical release to return to work will be required before the employee will be allowed to report for duty.

8. Special Needs and Accommodations

The Agency is required by law to notify first responders about employees with medical conditions that could be compromised because of the pandemic. Employees are urged to confidentially self-identify any symptoms to the Executive Director. Confidentiality is maintained, making it available solely on a need-to-know basis and only when needed by emergency responders.

9. Outside Authorities

The Agency partnerships with local, state and federal emergency-response protocols to which the Agency is subject and coordinates efforts to maintain safety and security in and outside the workplace. In the event a conflict between directives issued by management

and directives issued by local, state, or federal authorities, the Agency directs all employees to obey all orders issued under local, state, and federal law.

10. Return to Work Plan

Once the Shelter in Place Order has been lifted by the federal, state or local authorities, the Executive Director at his/her discretion will implement a three (3) phase return to work plan. Returning employees to the workplace during and after a pandemic is not as simple as announcing a reopening or return-to-the-workplace date and carrying on business as usual. The Executive Director will take every precaution to protect employees as well as tenants, partners and vendors during each PHASE of the Return-to-Work Plan. Directives from the Center of Disease Control (CDC), Occupational Safety and Health Administration (OSHA) directives and the following Workplace Safety Measures will be utilized during each PHASE of the Return-to-Work Plan.

a. Workplace Safety Measures

- 1) Every employee will be screened according to CDC guidelines when reporting back to work. The Executive Director will coordinate screening procedures with all employees prior to returning to work. Employees that have a fever at or above 100.4 degrees Fahrenheit or who is experiencing symptoms will be sent home. The employee should monitor his/her symptoms. An employee can return to work when:
 - a) He/she has had no fever for at least three (3) days without taking medication to reduce fever during that time; AND
 - b) Any symptoms have improved for at least three (3) days; AND
 - c) At least seven (7) days have passed since the symptoms began.

An employee may return to work earlier if a physician confirms the cause of an employee's fever or symptoms is not of the Pandemic illness.

- 2) Personal protection equipment (PPE), such as face masks, eye protections, rubber gloves, and anti-bacteria hand gels and wipes, will be required to be worn by all employees while on duty. The Agency may provide PPE as required.
- 3) Collaboration with janitorial services to ensure offices and facilities are cleaned thoroughly.
- 4) Increased cleaning and disinfecting of all commonly used surfaces using antiviral cleaning agents using recommended EPA-registered household disinfectants.

- 5) Per the discretion of the Executive Director , Physical distancing measures may be incorporated such as:
 - a) Staggered shifts and/or lunch/rest breaks
 - b) Rotating weeks in the office and working remotely
 - c) Moving workstations to increase separation distance
 - d) Implementing one-way traffic patterns throughout the workplace
 - 6) Visitors and/or vendors will be limited in any one location throughout Agency property and traffic through the workplace will be restricted.
 - 7) Handshake greetings are prohibited, and employees are to remain 3-6 feet apart.
 - 8) Video or telephone conferencing will be utilized instead of in-person meetings where applicable. If in-person meeting is required, social distancing measures will take place.
 - 9) Compliance with Occupational Safety and Health Administration (OSHA) record-keeping and reporting will be maintained.
- b. **PHASE ONE** - Phase One will be implemented when three (3) "gating" factors are met.
- 1) A downward trajectory of illness and cases reported in the area for the time period specified in the CDC guidelines.
 - 2) A downward trajectory of documented and positive tests as a percentage of total tests for time period specified in CDC guidelines (with a flat or increase volume of tests).
 - 3) Area hospitals need to be in a position to treat all patients without crisis care and have in place a robust testing program in place for at-risk workers.

During PHASE ONE the Agency will follow the following steps along with safety rules listed above:

- 1) At the discretion of the Executive Director , up to twenty-five (25%) of employees may be recalled to work. Continue telecommuting/remote work whenever possible and feasible to continue essential business operations.

- 2) Selection process will incorporate seniority and special considerations and accommodations for employees who are elderly and those who have serious underlying health conditions, including high blood pressure, chronic lung or heart disease, diabetes, asthma, and those whose immune systems are compromised such as by chemotherapy for cancer or other serious health conditions.
- c. **PHASE TWO** – will be implemented when there is no evidence of a rebound in cases, and that satisfy the PHASE ONE gating criteria a second time. During PHASE TWO the Executive Director , may recall up to fifty (50%) of employees. Continue telecommuting/remote work whenever possible and feasible to continue essential business operations.
 - d. **PHASE THREE** –PHASE TWO will be monitored to ensure there is no reoccurrences of illnesses, documented cases and/or directives from federal, state or local authorities. PHASE THREE will be implemented when:
 - 1) The community is no longer requiring significant mitigation.
 - 2) Is compliant with state and local orders.
 - 3) The Agency will be able to protect employees at higher risk for severe illness.

During PHASE THREE the Executive Director will reinstate one hundred (100%) capacity of the workforce. Management may coordinate with employees that are fearful to return to work, still under quarantine or have family obligations that interfere with the ability to return to work to eventually get employees back to a regular working environment.

- e. Employee Benefits – During each PHASE, the Executive Director will coordinate with employees that may have been laid off or furloughed during the pandemic to ensure the following:
 - a) Group Health Insurance – redetermine waiting-period issues due to leave or reinstatement; review/revise eligibility requirements during the furloughs or layoffs.
 - b) Retirement Plans – review eligibility due to layoff or furloughs. Review any in-service loans employees may have or will need, including eligibility and pay back procedures.
 - c) Paid Leave – Review required leave and ensure employees understand eligibility requirements.
 - d) Any notices and/or directives will be distributed in order to maintain compliance.

If there are any reoccurrences, the Agency may need to close and revert back to a shelter in place and/or to PHASE ONE. The Executive Director will monitor each PHASE and maintain communication with federal, state and local authorities to ensure the safety and health of employees and surrounding community is protected.

I. **Release of Agency Information**

In the course of employment with the Agency, employees may have access to confidential information regarding the Agency, its tenants, program participants, business, contractors and/or vendors. Though employees may not be aware that information is sensitive or is of value to others, it is the responsibility of all employees to safeguard and maintain the confidentiality of all Agency information.

1. Some examples of people or entities that could conceivably contact an employee in an attempt to gain information are listed below, without limitation.
 - Media: Television, Radio, or Newspaper
 - Attorney's Offices
 - United States Department of Labor (*including, without limitation, its Directorate of Civil Rights, its Wage and Hour Division, or the Solicitor's Office*)
 - United States Housing and Urban Development (HUD)
 - Local, State, County, or Federal Courts
 - Local, State, or County Human Relations Commissions
 - United States Equal Employment Opportunity Commission
 - Prospective Employers Seeking Employment Verifications and References
 - Credit Bureaus, Banks, Mortgage Companies, Other Financial Institutions
 - Telephone Service and Other Contractors and/or Vendors
 - Other Similar Agencies, Companies, or Individuals
2. The Agency strives to anticipate and manage crisis situations in order to reduce disruption to our employees and to maintain our reputation as a high-quality Agency. To best serve those objectives, the Agency will respond to the outside inquiries in a timely and professional manner only through the Executive Director .
3. The Agency shall maintain the confidentiality of its employee's records. Employees must sign a release before personal information can be divulged unless such release is otherwise mandated by law or Court Order.
4. Employees who have a question as to whether the information being requested applies under this policy must contact the Executive Director for instructions.

5. Employees should be polite and exhibit professionalism but refer the questions to the Executive Director .
6. Private pricing information and procedures, policies, and any other information regarding the Agency, its business, and its residents is strictly confidential and proprietary and must not be shared with third parties. Discussing Agency information in an indiscreet or careless manner, inside or outside the Agency, displays poor judgment and undermines the confidence the Agency has placed in its employees.
7. Nothing in this policy should be construed to interfere with the right of appropriate law enforcement or government agencies to conduct investigations, or the cooperation of employees in investigations, within such agencies' jurisdiction. Upon request, the Agency will reasonably cooperate in investigations subject to the Agency's right to be represented by counsel in such circumstances.

J. **Confidential Information**

It is the responsibility of all employees to safeguard sensitive Agency information. The nature of our business and the economic wellbeing of our Agency are dependent upon protecting and maintaining business, proprietary, tenant, program participant and/or confidential Agency and employee information.

1. Continued employment with the Agency is contingent upon compliance with this policy.
2. The Executive Director or his/her designee bear the responsibility for the orientation and training of their employees to ensure enforcement of Agency confidentiality standards.
3. Proprietary, confidential, and/or business information encompasses all information relating to the Agency's legitimate business interests, including without limitation:
 - a. Sensitive information relating to the Agency's processes, screening, placement, tenant and program participant relations, tenant and program participant records, training, staffing, strategies, philosophies, and know-how;
 - b. Tenant, program participant, contractor and vendor information including lists, needs, preferences, expectations, as well as financial, family, health, or any other information obtained through the Agency's work with tenants, program participants, contractors and/or vendors;

- c. Business plans and strategies; and
 - d. References. All requests for references about current, retired, or terminated employees must be referred to the Executive Director.
4. All management-related, tenant-related, and performance-related concerns are to be discussed with the Executive Director.
 - a. No written information shall be released to any source outside the Agency without a signed, written release from the individual about whom information is being requested.
 - b. Before information is released, the specific nature of the information required, and the purpose of the request should be determined. Only information necessary to comply with the specific request should be released after management approval.
 5. Employees should exercise the highest standards of professional and personal responsibility in writing in any tenant or program participant's record. It should always be kept in mind that the record is the property of the Agency; that it serves specific purposes for staff members; that it may be subject to subpoena; and that it is the only concrete documentation of the services delivered by the employees of the Agency.

Accordingly, personal prejudices, biases, and judgmental statements are out of place in the tenants or program participant's record. Confidentiality laws should be used as guidelines in determining how much detail is necessary in recording information regarding

the tenant or program participant. No verbal information regarding a current or former tenant or program participant should be relayed to another individual inside or outside the office without a signed release form.

6. The exchange of information or ideas among Agency employees must be made in a professional and business-like manner.
7. Before making a disclosure that an employee suspects might violate this policy, the employee should ask the Executive Director for clarification of this policy and for guidance on whether to make the disclosure.

K. Sensitive Personal Identity Information (PII)

The Agency recognizes the need to maintain the confidentiality of Sensitive Personal Identity Information (PII) and understands that such information is unique to each individual. The sensitive PII covered by this policy may come from various types of individuals performing

tasks on behalf of the Agency and includes employees, applicants, tenants, program participants, contractors and vendors. The Agency complies with West Virginia's Privacy Act of 1974 Section 7 5 U.S.C. § 552a and HUD's PIH Notice 2015-06.

It is the employees of this Agency's responsibility to protect the information entrusted to them during the course of performing their job duty responsibilities. An important part of the employee's job duty is to ensure sensitive PII information is properly collected, accessed, used, shared and disposed of. Sensitive PII requires special handling because of the increased risk

of harm to an individual if it is compromised. Sensitive PII may reside in hard copy or electronic records; both forms of sensitive PII fall within the scope of this policy.

Sensitive PII includes, but is not limited to:

- Names
- Email
- Home Address
- Phone Number
- Social Security Numbers (SSNs) and/or last four digits of SSNs
- Driver's license or state ID number
- Passport number
- Financial account number, credit or debit card data
- Account passwords
- Medical information
- Biometric data
- Records maintained relating to applicants, tenants, program participants, employees, contractors and vendors
- Date of birth
- Other items deemed sensitive by the Agency, or federal and state Agencies

1. Collect and access sensitive PII only as required:

- a. Employees collecting sensitive PII information must have specific job responsibilities that requires the collection of data.
- b. Minimize proliferation of sensitive PII to keep it more secure and reduce the risk of a breach of privacy.
- c. Only share sensitive PII if the recipient needs the information for a his/her official job duty.
- d. Do not create unnecessary or duplicative collections of sensitive PII, including unsecured information stored on backup servers, network drives and/or desktops.
- e. Delete electronic files or destroy paper files (via shredder) when sensitive PII is no longer needed, including information stored on backup servers, network drives and/or

desktops. Ensure with the designated IT Representative that sensitive PII is being securely deleted.

2. Secure Sensitive PII:

Employee's handling, processing, transmitting, transporting and/or storing sensitive PII, should limit the potential for unauthorized disclosure (i.e., shoulder surfing, eavesdropping etc.) and being aware of the surroundings when processing or discussing sensitive PII.

a. PII in electronic form:

- i. Sensitive PII should only be accessed through Agency equipment. Personally, owned computers, equipment, and services (e.g., Dropbox) should not be used to access, save, store sensitive PII.
- ii. Only store sensitive PII on authorized Agency computers and network drives with adequate security (e.g., access control, encryption, anti-virus software, data-loss prevention software, limited Internet access) in place. Contact the designated IT Representative to determine if a system is authorized to store sensitive PII.
- iii. Do not place PII on shared drives, multi-access calendars, the Intranet, or the Internet.

b. Hard copy PII:

- i. Employees should not take sensitive PII from his/her work area, unless appropriately secured. Paper documents must be under the control of the employee or locked in a secure file drawer when not in use.
- ii. All employees must treat all tenant files as confidential information and ensure the file is placed in a secure file cabinet.
- iii. **Never** leave sensitive PII in hard copy unattended and unsecured.
- iv. Do not use Agency inter office or translucent envelopes to mail or transport sensitive PII. Double-wrap the documents (e.g., use two envelopes-one inside the other) and mark only the inside envelope as confidential with the statement – To Be Opened by Addressee Only.
- v. Try not to send sensitive PII using a fax machine to another unattended fax machine. If the information must be sent by fax, do not send sensitive PII to a fax machine without contacting the recipient to arrange for its immediate receipt. Use the date stamp function and confirm fax number prior to sending. Ensure that none of the transmission was stored in memory on the fax machine, and that

all paper waste is disposed of properly (e.g., shredded). When possible, use a fax machine that uses a secure transmission line.

- vi. Keep accurate records of where PII is stored, used, and maintained.
- vii. Periodically audit all sensitive PII holdings to make sure that all such information can be readily located.

3. PII Retention:

The Agency understands the importance of minimizing the amount of PII data that it maintains and retains.

4. PII Training:

All new employees entering the Agency who may have access to sensitive PII are provided with introductory training regarding the provisions of this policy. A copy of this policy and implementing procedures for the department to which they are assigned are provided. All employees are provided with regular training for the security and protection of sensitive PII data and Agency proprietary data, annually per HUD's Notice PIH-2015-06 (unless amended by HUD). All training will be compliant with the Federal Information Security Management Act and Agency Privacy Management (FISMA) standards. The Agency will maintain adequate documentation that support the training for all employees.

5. Vendors/Contractors:

Vendors and contractors that are approved by the Agency as a recipient of organizational sensitive PII for services, must receive Agency certification of their data protection practices which are in conformance and meet the requirements of this policy. No sensitive PII information can be transmitted to any vendor/contractor in any method unless the vendor/contractor was pre-certified for the receipt of such information by the Agency.

6. Audits:

The Agency conducts audits of sensitive PII information maintained in conjunction with the fiscal year closing activities to ensure that this policy remains strictly enforced and to ascertain the necessity for the continued retention of such information. Where the need no longer exists, sensitive PII information will be destroyed in accordance with secure protocols for destruction.

The Agency will maintain adequate documentation that supports the training for all employees for audit purposes from HUD's Office of Field Operations personnel onsite visits.

7. Data breaches:

Databases or documents that include sensitive PII may be breached inadvertently or through wrongful intrusion. Once the Agency is aware of a breach, notifications will be sent out to all affected individuals within thirty (30) days by letter and/or email (if designated as main contact method), along with a description of action describing the need to reconcile any damage as the result of the breach. Notices to affected individuals will be communicated by the Executive Director after consultation with the Agency's General Counsel and within the time frame specified under the West Virginia's Privacy Act of 1974 Section 7 5 U.S.C. § 552a.

8. Portable devices:

The Agency reserves the right to restrict sensitive PII data it maintains. In the course of doing business and at the Executive Director 's discretion, sensitive PII data may be downloaded to laptops or other storage devices to facilitate Agency business. To secure such data the Agency requires that any such devices include approved security protection software while such devices are in use on or off Agency property.

9. Off-Site Access:

Employees may need to access sensitive PII while off-site or on business travel, and access to such data will not be prohibited, but is subject to the provisions of this policy and access must be minimized, as much as possible, to meet business needs, and that such data shall reside only on Agency approved and secured equipment and storage devices.

10. Violations:

Violations of this policy or procedures will result in disciplinary actions and may include suspension or termination. Unlawful acts will be reported to law enforcement authorities.

11. Regulatory Requirements:

The Agency complies with all international, federal or state statute and reporting regulations. If any provision of this policy conflicts with a statutory requirement, the policy provision(s) that conflict shall be superseded by said statutory requirements.

L. **Confidential Medical Information**

The Agency strives to protect the privacy of its employees' medical and personnel information to the greatest possible extent. To that end, we provide the following guidelines regarding the confidentiality of medical information:

1. "Medical information" is any information, data, or documentation relating to an employee's mental or physical condition. The term includes, but is not limited to, oral, written, or digital information concerning an employee's mental or physical condition; medical records; dental records; disability records; workers' compensation records; medical leave records; genetic information; health insurance information; and/or information concerning visits or payments to any health care professional, hospital, emergency room, or other type of short- or long-term health care facility.
2. Any medical information concerning employees will be maintained in a separate file apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations and benefits selections and coverages. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.
3. Employees are hereby notified that medical information concerning employees is absolutely confidential under state and federal laws and may not be discussed at any time with any person under any circumstances, unless an employee needs to do so in order to carry out his/her job duties, or unless the person discussing the information is talking or otherwise communicating with the subject of the information at that person's invitation. If an employee is concerned about a possible medical condition on the part of a coworker, the employee must not discuss such concern with anyone other than the Executive Director.
4. Any employee who is found to have discussed medical information about another employee with anyone else is in violation of this policy, or who is found to have released such information without authorization, will be subject to severe disciplinary action, up to and including immediate termination from employment. In addition, state and federal laws may subject such an employee to both civil and criminal action in a court of law. All requests by an outside party for information contained in an employee's personnel file will be directed to the Executive Director, which is the only department authorized to give out such information.

M. News Media

The Chairman of Board of Commissioners has appointed the Executive Director as the media spokesperson for the Agency. The Agency staff shall assist in gathering information to provide the Executive Director with detailed information if needed.

All employees shall refer all media requests to the Executive Director. All information provided to the Executive Director shall be accompanied by valid documentation. If more information is needed, the Executive Director will contact the necessary source(s).

All Public Service Announcements shall be approved by the Agency's Executive Director and/or Chairman of the Board of Commissioners.

N. Social Media Use

1. General

Social networking Web sites or on-line communities, such as Facebook, Twitter, LinkedIn, YouTube, My Space, and Flickr, are being used increasingly by employees to communicate with each other.

When using the Agency's resources to access on-line social networks, employees are expected to act with honesty, integrity, and respect for the rights, privileges, privacy, sensibilities, and property of others. All employees utilizing Social Media are expected to abide by applicable laws and Agency policies, including copyright law, the Agency's Anti-Discrimination, Anti-Harassment, Confidentiality, and Conflicts of Interest policies.

2. Posting

- a. Personal Use (Not Related to Agency Business) – Employees may not participate in Social Media while on work time, except as explicitly permitted below in the section entitled "Agency Business Use". Any personal use of Agency computers or communications equipment such as workstations, phones, laptops, iPad, iPhone or network infrastructure, to participate in Social Media must be minimal, occasional, limited to non-work times, may not be at the expense of an employee's job performance or interfere in any way with the business needs and operations of the Agency, and may not impose costs to the Agency.

An employee should not use his/her Agency email address to register on any Social Media website for personal use. Any Social Media postings by an employee shall be consistent with the Agency's policies including, but not limited to, the Agency's anti-

harassment and non-discrimination policies as well as the Agency's policies regarding the non-disclosure of information the Agency is required to keep confidential pursuant to state and federal laws. Inappropriate postings that may include discriminatory remarks, harassment and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject an employee to disciplinary action up to and including termination.

If the Agency is a subject of Social Media content an employee is creating, the employee must be clear and open about the fact that he/she is an employee and his/her views do not represent those of the Agency. (For example: "*The views and comments stated herein are personal and not necessarily reflect the views of my employer.*"). The Agency reminds employees that work-related complaints are more likely to be resolved if the employee speaks directly with his/her co-workers, the

Executive Director or follows the grievance procedures set forth in this policy. However, if an employee decides to use Social Media to post complaints or criticisms, the Agency asks that the employee avoid using statements, photographs, video or audio that could be reasonably viewed as malicious, obscene, threatening, intimidating, disparaging to Agency employees and tenants or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Agency policy.

An employee should be honest and accurate when posting information or news and if a mistake is made, the employee should quickly correct it. An employee should never post any information or rumors that he/she knows to be maliciously false about the Agency, tenants or employees.

Employees are hereby informed that some, if not all, of their correspondence on Social Media could also possibly constitute public information and the Agency may one day be required to produce copies of documentation in response to a public information request in accordance with the Federal Freedom of Information Act and the West Virginia Freedom of Information Act and Social Media Records Management regulations.

- b. Agency Business Use – An employee is not permitted to visit Social Media websites during work hours, unless specifically authorized to do so for business-related purposes, either: (1) by virtue of employee's job responsibilities; or (2) with express authorization as specified below. These employees who do have authorization and post messages on Agency websites or social media accounts should understand that

they are posting on behalf of the Agency and must adhere to the Agency's professional standards, values, ethics, policies and applicable laws at all times.

- i. Employees who have job responsibilities that include posting information to Agency-maintained websites and/or social media accounts understand and agree that the content and followers of the blog or other website belong exclusively to the Agency. Upon request the employee must provide the Agency with any information necessary to log in to the Agency account or change a password, as it is solely the responsibility of the Agency's IT Designated Representative. **All password changes must be provided to the Executive Director the same day the change occurs.** Further, employees must be mindful of the issue of copyright infringement when posting materials that may be owned by others.
- ii. Individuals who do not have job responsibilities that include posting of information to Agency-maintained websites and/or Social Media accounts in the name of the Agency or in a manner that could reasonably be attributed to the Agency must obtain express written authorization from the Executive Director .

3. Employment Reference

Requests for employment recommendations on Social Media websites from former employees of the Agency should be treated like any other employment reference and are subject to the Agency's reference policy. An example of this would be a former employee asking a current employee to provide an employment reference on LinkedIn. Any postings to that website automatically include an individual's affiliations. Therefore, employment references (whether online or not) should not be provided by Agency personnel, other than through the Executive Director.

4. Employment Representations

Following the end of your employment relationship with the Agency, you shall take prompt affirmative steps to ensure that no Social Media website represents you to be a current employee of the Agency.

5. General Implementation of Policy

This Social Media Policy is not to be applied or interpreted in a manner that interferes with any rights employees may have under the National Labor Relations Act.

Employees that violate this policy are subject to discipline, up to and including dismissal or legal action. The Agency prohibits taking negative action against any employee for

reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

O. Recording Policy

The Agency expects that employees, tenants, participants and vendors will respect the privacy of other individuals in the workplace and Agency property. Unauthorized electronic surveillance of employees or others is disruptive to employee morale and inconsistent with the respectful treatment required within the Agency workplace. Consequently, the secret recording (audio or video) of meetings or other conversations, including telephone calls, is prohibited and is against West Virginia law (WV Code 20§21-3-20). Recordings may serve many legitimate workplace purposes. However, the Agency prohibits recording of any Agency

activities when participants are unaware that such recordings are being made. In order to promote an environment of trust and collegiality, recordings may be made only with the prior consent of the parties involved.

No employee, tenant, participant or vendor may record, by any means, a conversation with another person unless all of the following criteria are met:

1. A legitimate purpose for the recording.
2. A recording device in plain view.
3. Written authorization from the Executive Director

Covert/secret recording of any in-person or telephone conversation or meeting occurring at the workplace, or conversations or meetings offsite that deal with workplace matters is prohibited. Employees, tenants, participants or vendors are also prohibited from arranging for others to record conversations, telephone calls or other work activities, unless specifically permitted by the participants. It is also a violation of this policy to download recorded conversations to a computer, upload them to the internet, or otherwise share, transmit or publish such recordings without the prior written consent of all participants and authorization of the Executive Director .

Video recordings present additional privacy concerns, and potential concerns with copyright and intellectual property issues. Therefore, video recordings should only be allowed under conditions completely understood and approved in advance in writing by the Executive Director . All employees and other participants which will be video recorded must be informed of the recording. Video recordings shall not be publicly shared, such as on the internet or in public viewings, without the written consent of the Executive Director and others being recorded. A violation of this policy may result in disciplinary action, including termination.

P. Information Systems Acceptable Use

The Agency owns and operates computer and telephone systems, which are provided for use by employees in support of business activities. This policy has been established to protect this investment, safeguard the information contained within these systems, reduce business and legal risk, and to protect the good name of the Agency. All employees are responsible for seeing that these resources are used in an effective, ethical and lawful manner. This document establishes rules and prohibitions that define acceptable use of these systems. Unacceptable use is prohibited and is grounds for disciplinary action and/or legal sanctions under federal, state or local laws.

1. Audience and Agreement

All employees using the Agency's computing and telephone systems must read, understand and comply with the policies established in this document. ***By using any of these systems, employees agree that they will comply with these policies.***

2. Rights

The Agency reserves all rights, including termination of service without notice, to the computing and telephoning resources it owns and operates. These procedures shall not be construed as a waiver of any rights of the Agency, nor shall they conflict with applicable acts of law. Employees have rights that may be protected by federal, state and local laws.

All data that is composed, transmitted, or received via the Agency's information infrastructure is considered to be part of the official records of the Agency and as such, is subject to disclosure to law enforcement or other authorized third parties. Consequently, employees should always ensure that the business information contained in Internet email messages and other transmissions are accurate, appropriate, ethical, and lawful. The Agency is sensitive to the legitimate privacy rights of employees and every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

3. Monitoring

Various methods of workplace monitoring are conducted by the Agency to ensure quality control, employee safety, client safety, client satisfaction, security, and conformance with policies, procedures and government regulations. This includes, but is not limited to, monitoring, logging and/or recording of all or any portion of network or computer data, telephone calls and phone keypresses, keyboard key-presses, screen capture and remote live surveillance, or any other method which the Agency deems appropriate. The

information gathered during these processes is used for monitoring purposes only and is kept strictly confidential by the monitor unless policy violations or unlawful activity is detected. All questionable activity noted by the monitor will be reported to the Executive Director or designee.

Computers, telephones, networks, voicemail, and related equipment or services furnished to employees are the property of the Agency and as such any files or usage may be monitored and/or accessed by the System Administrator or management at any time.

4. Privilege

The use of the Internet is a privilege, not a right. Inappropriate use, including any violation of these conditions and rules, may result in cancellation of these privileges, as well as disciplinary action. The System Administrator or senior management has the authority to determine appropriate use and may deny, evoke, suspend or close any employee's access at any time based upon its determination of inappropriate use by that employee.

5. Responsibilities

Employees are responsible for the following:

- a. The employee agrees to comply with the acceptable use guidelines presented in this document, and other documents for outside networks or services they may access through the Agency's computer systems.
- b. An employee who harasses, or makes defamatory remarks, shall bear the full responsibility for his/her actions. Further, by using these systems, employees agree that individuals who transmit such remarks shall bear sole responsibility for their actions. Employees agree that the Agency's role in managing these systems is only as an information carrier, and that they will never consider transmission through these systems as an endorsement of said transmission by the Agency.
- c. Many of the Agency's computers provide access to outside networks, both public and private, which furnish electronic mail, information services, bulletin boards, conferences, etc. Employees are advised that they may encounter material that may be considered offensive or objectionable in nature or content. Employees are further advised the Agency does not assume responsibility for the contents of any of these outside networks.

- d. The employee agrees never to attempt to transmit, or cause to be transmitted, any message in which the origination appears to have come from someone else or is otherwise deliberately misleading.
 - e. The employee agrees that, in the unlikely event that someone does transmit, or cause to be transmitted, a message that is inconsistent with an environment conducive to business or with a misleading origination, the person who performed the transmission will be solely accountable for the message, not the Agency, which is acting solely as an information carrier.
 - f. The employee agrees never to use a system to perform an illegal or malicious act. Any attempt to increase the level of access to which he/she is authorized, or any attempt to deprive other authorized employees of resources or access to any the Agency computer system shall be regarded as malicious and may be treated as an illegal act.
 - g. An environment in which all the Agency computing resources are shared equitably among employees.
 - h. An environment which does not harm the functionality of the equipment.
 - i. Any employee who finds a possible security lapse on any system is obligated to report it to the System Administrator. For example, you log on to your computer and a message notifies you that you have a virus, or after logging on, an Internet browser opens up and depicts inappropriate content that you didn't request.
6. Accounts

The confidentiality and integrity of data stored on Agency computer systems must be protected by access controls to ensure that only authorized employees have access. This access shall be restricted to only those capabilities that are appropriate to each employee's job duties. An account assigned to an individual must not be used by others without written permission from the System Administrator.

The System Administrator shall be responsible for the administration of access controls to all Agency computer systems. The System Administrator will process setups and terminations upon by the Executive Director or designated representative. The System Administrator will maintain a list of administrative access codes and passwords and keep this list in a secure area.

Each employee:

- a. Shall be responsible for all computer transactions that are made with his/her User ID and password.
- b. Shall not disclose passwords to others. Passwords must be changed immediately if it is suspected that they may have become known to others. Passwords should not be recorded where they may be easily obtained.
- c. Should use passwords that will not be easily guessed by others.
- d. MUST log out when leaving a workstation for an extended period.

The Executive Director will ensure all employees that leave the Agency will have all computer access disabled and/or terminated appropriate by the System Administrator promptly.

7. Confidentiality

While reasonable attempts have been made to ensure the privacy of your accounts and your electronic mail, there is no guarantee that your accounts or electronic mail is private. The systems are not secure nor are they connected to a secure network. It is entirely possible that in the course of normal system administration activities your e-mail, and any data stored in your account, will become visible to the System Administrator. The System Administrator will keep this information confidential if no policies or laws are being violated. Further, in case of a request from law enforcement authorities or senior management, your e-mail and other data may be made available to the requesting agency.

8. System usage

Electronic communications facilities (such as e-mail) are for Agency related activities only, except were stated in this document. Fraudulent, harassing or obscene messages and/or materials are not to be sent or stored. No one should deliberately attempt to degrade the performance of a computer system or to deprive authorized personnel of resources or access to any Agency computer system.

Loopholes in the computer system or knowledge of a special password should not be used to damage the computer system, obtain extra resources, take resources from another employee, gain access to systems, or use systems for which proper authorization has not been given.

9. Copyright

Computer software protected by copyright is not to be copied from, into, or by using the Agency facilities, except as permitted by law or by contract with the owner of the copyright. This means that such computer software may only be copied in order to make back-up copies, if permitted by the copyright owner.

Most copyright licenses for software contain single CPU usage restrictions. These restrictions must be honored. In some instances, the software copyright owner may grant a variance from these restrictions to the Agency. However, without explicit written variance, single usage restrictions in the license apply to all employees.

The Agency abides by all applicable federal and state statutes and regulations pertaining to the use of computer hardware and software including, but not limited to, federal copyright laws. Unauthorized copying, altering, modifying, merging, transferring, de-compiling, or reverse assembly of licensed software is strictly prohibited.

The number of copies and distribution of copies may not be done in such a way that the number of simultaneous employees in a department exceeds the number of original copies purchased by that department.

10. Confidential Information

As an employee, you may acquire or have access to confidential information, data, business information, procedures, products, client lists, programming, and plans, or other confidential matters related to the Agency.

At no time during or following your employment here should you copy and/or use such information to benefit yourself or divulge such information to any person, organization, corporation, or entity. Disclosing such information may violate governmental confidentiality regulations and could result in serious damage to the Agency. Disclosure of such information could result in legal actions and termination.

In addition, all software, processes, equipment, techniques, patents, intellectual property, patentable ideas, etc. developed during the course of your employment become and remain the exclusive property of the Agency.

All records, files, and data are to remain at the Agency work location unless special permission has been given by the Executive Director to take them off the premises. All confidential Agency or client information, files and records are to be secured at the end of each day or when not in use. Employees are authorized to access only job-related

information, including that information found in computer files, filing cabinets, and on or in the Executive Director desk.

Upon termination, demotion or other change in employment status, employees are not allowed to delete any files, databases, contact lists, phone lists, address books, email, or any other data, or change or add any passwords or deny access to any data. The System Administrator will ready the machine for the next person and distribute any necessary data to the appropriate replacement, and the Executive Director or his/her designee.

11. Remote Access

Employees authorized to access the network remotely, either via direct dial-up or other remote access technologies are subject to these same policies and, in addition, the following policies also apply.

- a. Requests for Remote Access must first be authorized by the Executive Director . The Executive Director will communicate authorization to the Systems Administrator.
- b. Agency employees with remote access privileges must ensure that their Agency owned or personal computer or workstation, which is remotely connected to the Agency corporate network, is not connected to any other network at the same time, with the exception of personal networks that are under the complete control of the employee.
- c. Agency employees with remote access privileges to the Agency's corporate network must not use non-Agency e-mail accounts (i.e., Hotmail, Yahoo, Gmail), or other external resources to conduct Agency business, unless authorized by Executive Director , thereby ensuring that official business is never confused with personal business.
- d. Reconfiguration of a remote employee's equipment for the purpose of split-tunneling or dual homing is not permitted at any time.
- e. All hosts that are connected to the Agency's internal networks via remote access technologies must be configured by the Agency's System Administrator, must have an individual user profile, password protected, for use by the employee only and must use the security and anti-virus software authorized by the Agency System Administrator.

12. Physical security

It is Agency's policy to protect computer hardware, software, data, and documentation from misuse, theft, unauthorized access, and environmental hazards.

Employee responsibilities:

- a. USB Drives should be stored out of sight when not in use. If they contain highly sensitive or confidential data, they must be locked up.
- b. USB Drives should be kept away from environmental hazards such as heat, direct sunlight, and magnetic fields.
- c. Environmental hazards to hardware such as food, smoke, liquids, high or low humidity, and extreme heat or cold should be avoided.
- d. Since the System Administrator is responsible for all equipment installations, disconnections, modifications, and relocations, employees are not to perform these activities. This does not apply to temporary moves of portable computers, such as laptops, for which the System Administrator has set up an initial connection.
- e. Employees shall not take shared portable equipment out of the building without the informed consent of the Executive Director. Informed consent means that the Executive Director knows what equipment is leaving, what data is on it, and for what purpose it will be used.
- f. Employees should exercise care to safeguard the valuable electronic equipment assigned to them. Employees who neglect this duty may be accountable for any loss or damage that may result.

13. Prohibited Activities

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., System Administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is an employee of the Agency authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing Agency owned resources.

The list below is by no means exhaustive but attempts to provide a framework for activities that fall into the category of unacceptable use.

- a. Using personal home computers and personal E-mail accounts for Agency business unless approved by the Executive Director .
- b. Reading other employee's E-mail or electronic communications.
- c. Reviewing Agency documents or information for personal uses, reasons or interests.
- d. Engaging in illegal, fraudulent or malicious activities.
- e. Sending or storing offensive, obscene or defamatory material.
- f. Sending uninvited e-mail of a personal nature.
- g. Using another person's account or identity without explicit written authorization from the System Administrator.
- h. Attempting to test, circumvent, or defeat security; or auditing systems without prior authorization.
- i. Permitting unauthorized persons to access the Agency's system.
- j. Engaging in activities on behalf of organizations with no business affiliation with the Agency.
- k. Sabotaging the system.
- l. Distributing or storing chain letters, jokes, solicitations, or offers to buy or sell goods or other non-business material.
- m. Violating the Anti-Trust policy.
- n. Installation of files, or execution of files, from a CD, USB Drives, the Internet, or any other means without authorization from the Executive Director .
- o. Downloading and/or uploading of any files that indicate or suggest pornography, unethical or illegal solicitation, racism, sexism, defamatory language or graphics, or inappropriate language.
- p. Use of a product advertisement or political lobbying.

- q. Installation or use of Peer-to-Peer file sharing software (Kazaa, Bearshare, Morpheus, etc.).
- r. Transmission of any material in violation of federal, state or international law is prohibited. This includes, but is not limited to copyrighted material, threatening or obscene material, or material protected by trade secret.
- s. Entering "Chat Rooms" and "Chatting" on the system is not permitted.
- t. Sending uninvited email solicitations (SPAM).
- u. Deliberately initiating Denial of Service attacks against internal or external computer systems.
- v. Downloading and/or uploading of any executable file (games, applications, utilities, etc.).
- w. Attempting to over-ride or circumvent anti-virus software.
- x. Playing games.
- y. Making long distance personal telephone calls using Agency telephones.
- z. Adding or removing devices from the computer or telephone network.
- aa. Opening, repairing, upgrading, or modification of computers, phones and networks.
- bb. Any other activities that are not directly or indirectly work related.

14. Incidental personal use

The Agency allows incidental personal use of our computer and telephone systems subject to the following conditions and restrictions.

Personal use must be infrequent and must not:

- a. Involve any prohibited activity.
- b. Interfere with the productivity of you or your co-workers.

- c. Consume system resources or storage capacity on an on-going basis. Involve large file transfers or otherwise deplete system resources available for business purposes.
- d. Use Agency computer systems to participate in any newsgroup, mailing list, bulletin board, instant messaging, chat, or other type of discussion forum that is not job-related.

15. Violations

An individual's computer use privileges may be suspended immediately upon discovery of a possible violation of these policies. Such suspected violations will be confidentially reported to the Executive Director.

Violations of these policies will be dealt with in the same manner as violations to other Agency policies and may result in disciplinary review. In such a review, the full range of

disciplinary sanctions is available including the loss of computer use privileges, dismissal from the Agency, and legal action. Violations of some of the above policies may constitute a criminal offense.

16. Additional guidelines

The System Administrator will establish more detailed guidelines, as needed, for specific computer systems and networks. These guidelines will cover such issues as allowable connect time and disk space, handling of non-retrievable mail, responsibility for account approval and other items related to administering the system.

The Agency reserves the right to amend, change, or discontinue policies, procedures and practices at any time with or without notice, and at the Agency's sole discretion.

Q. Cellular Phone/Mobile Technology Use

1. Unless otherwise authorized, Agency-provided cellular phones are for business purposes only. In addition, employees should use an Agency-provided cellular phone only when a less costly alternative does not exist. Employees must fully reimburse the Agency for any personal use of an Agency-provided cellular phone if the total monthly minutes used exceed the allotted plan minutes.
2. Cellular phones that are purchased by the Agency are the property of the Agency and must be returned upon the employee's termination or resignation.

3. The Agency encourages the safe use of cellular telephones and other wireless devices (e.g., iPhone, Blackberries, PDAs, iPads, notebook computers, navigation systems, etc.) by employees when conducting business. No employee is to engage in the use of a cellular phone or other mobile technology device for business purposes while operating an Agency, rental, or personal motor vehicle. Short conversations for emergencies or other extenuating circumstances on these mobile technology devices may be engaged in if a hands-free device is used and such use is permitted by law, regulation, or other ordinance. Employees must adhere to all federal, state, and local laws and regulations pertaining to use of mobile technology.
4. Even if a hands-free device is permitted, electronic communications use should be kept to a minimum. Conversations should be as brief as possible, and employees should refrain from making unnecessary calls. Where possible, even with a hands-free device, cellular phone calls should be made when the vehicle an employee is operating is not in motion. The only exception to this is when a phone call must be made in an emergency situation.
5. No cameras are allowed on Agency properties, office buildings or parking lots without prior approval from Management Personnel. Camera's that are approved by management are prohibited in areas where employees have an expectation of privacy, such as restrooms and locker rooms. Employees are required to put away cameras including cell phone cameras in restricted areas.
6. Employees with access to proprietary processes, trade secrets, or information pertaining to research and development are prohibited from using camera phones in restricted areas.
7. The Agency understands that certain personal cellular phone calls may be necessary in cases of emergencies or other family situations. Cell phones must be muted during working hours. However, under normal conditions, personal use should not interfere with work and should be restricted to non-work time, and in non-work areas (e.g., lobby, outside of building, cafeteria, but not in restrooms or locker rooms).
8. Cellular phone "courtesy" should be practiced at all times. When using cellular or other communications devices employees should refrain from talking loudly or in an offensive manner or discuss confidential issues when other individuals are present.
9. Personal text messaging is considered phone use and should not be engaged in during work hours or while driving. Agency business texting is permitted, but not while driving or operating a vehicle.

10. The Executive Director reserves the right to request that the employee provide cell phone bills and usage reports for calls made during the working hours of that employee to determine if use is excessive.

R. Agency Equipment and Supplies

The Agency has invested in equipment and supplies designed to enable our employees to do their work effectively and efficiently. Cooperation in the care and use of equipment and supplies is necessary to maintain the equipment in good condition.

1. If any equipment is defective or is not suitable for the job, the Executive Director should be notified immediately.
2. All Agency equipment and supplies will be used for Agency business purposes only.
3. All Agency equipment will be used in the manner consistent with its intent, design, and in accordance with the manufacturer's recommendations.
4. Personal use of the telephone for long-distance and toll calls is not permitted.
5. The use of Agency paid postage for personal correspondence is not permitted.
6. Agency equipment is for business use only and not for personal use. Agency equipment may not be borrowed or used unless authorized by the Executive Director .

S. Conflict of Interest

It is the policy of the Agency to conduct its affairs with the highest standards of integrity. This policy along with the Agency's Code of Ethics Policy, located in a separate document(s), is also applicable to employees, Board Members, tenants, program participants, Agency contractors and vendors. There can be no deviation from complete honesty in Agency transactions from all employees.

1. Use of Agency funds, property, or time for improper purposes and other deceptive and/or dishonest practices is absolutely forbidden. The best interest of the Agency must be each employee's priority without actions indicating divided loyalty and/or self-dealing.
2. All employees desiring to participate in certain outside activities which may involve a conflict of interest or appearance of a conflict must first secure clearance from the Executive Director . This requirement is based on the need to determine whether the proposed activity is in the best interest of the Agency. When, in the opinion of the

Executive Director and Counsel, there is a conflict of interest or the appearance of such conflict, the employee will be offered the option to resign either from the outside activity or from his/her position with the Agency.

3. Interest in Property, Contractors, or Vendors: No employee shall knowingly have any interest, direct, or indirect, in any property included in any development of the Agency, nor shall he/she knowingly have any interest, direct, or indirect, in any contract for materials or services to be used by the Agency. If such interest was acquired prior to his/her employment, or if his/her knowledge of such interest is subsequent to his/her employment, he/she shall promptly disclose the same in writing to the Agency.
4. No employee, officer, or agent of this Agency shall participate directly or indirectly in the selection or in the award or administration of any procurement if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:
 - a. An employee, officer, or agent involved in making the award,
 - b. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister).
 - c. His/her partner, or
 - d. An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.
5. The Agency may not hire an employee in connection with a housing development if the prospective employee is an immediate family member of any person belonging to one of the following classes:
 - a. Any present or former member or officer of the governing body of the Agency. This does not apply to any former tenant commissioner who does not serve on the governing body of a tenant corporation, and who otherwise does not occupy a policymaking position with the Agency;
 - b. Any employee of the Agency who formulates policy or who influences decisions with respect to Agency development(s).

- c. Any public official, member of the local governing body, or state or local legislator who exercises functions or responsibilities with respect to Agency development(s) or the Agency itself.

6. To avoid conflicts of interest, employees must observe the following:

- a. Maintain a high standard of conduct and refrain from exerting influence in any transaction where an employee's interests may conflict with the best interests of the Agency or where the employee may gain any financial benefit.
- b. Report any financial interest that employees or any employees' family member may have in any concern doing business with the Agency.
- c. Report promptly to management any remuneration received from an individual or concern with which the Agency does business.
- d. Accept no cash and no merchandise of significant value (per IRS regulations) from anyone who has a business relationship with the Agency.
- e. Refrain from lending money to, borrowing money from, or having loans guaranteed by anyone doing business with the Agency (including other employees).
- f. Refrain from using information or knowledge acquired by virtue of their position in the Agency for any personal gain or advantage, by divulging such knowledge or information to anyone who would use it in any manner detrimental to the interest of the Agency.
- g. Accept no employment or compensation or engage in any business or professional activity that might require disclosure of the Agency's confidential information.
- h. Accept no other employment or compensation that could reasonably be expected to impair the individual's independence of judgment in the performance of official duties.
- i. Report any knowledge of a transaction or proposed transaction by a secondary employer with an outside individual, business, or other organization that would create a conflict of interest or the appearance of one. Specifically, the employee is required to disclose any:
 - i. Money paid for work or service to the employee, or an immediate family member, received from the individual/organization;

- ii. Investments or ownership interests the employee, or an immediate family member, has in the outside organization;
 - iii. Offices or positions the employee, or an immediate family member, holds in the outside organization; and
 - iv. Other relationships with the individual/organization that actually or potentially create a conflict of interest.
7. All disclosures required under this policy must be directed to the Executive Director . The Executive Director should promptly review the disclosure and determine which interests are in conflict and which, if any, can be resolved.
8. All disclosures should be treated confidentially and may be available only on a legitimate "need-to-know" basis for authorized business purposes.
9. An employee's work with or for an outside professional organization or association does not create a conflict of interest if such work:
 - a. Is related to the legitimate professional interest and development of the employee;
 - b. Does not interfere with the employee's regular duties;
 - c. Does not use the Agency's materials, facilities, or resources except as approved by the Executive Director ;
 - d. Does not compete with the work of the Agency and is not otherwise contrary to the best interests of the Agency; and
 - e. Does not violate state or federal law.
10. Report to the Agency any knowledge of the existence of a violation of the above policy. Violations must be reported directly to a member of Agency management.

T. Fraud

The Agency is responsible for the detection and prevention of fraud, misappropriations, and other irregularities. This policy applies to any irregularity, or suspected irregularity, involving employees (including management), consultants, vendors, contractors or outside agencies doing business with employees of such agencies, and/or any other parties with a business

relationship with the Agency. Management includes the Board of Commissioners, and the Executive Director.

Fraud is defined as the intentional deception, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his/her injury. The terms defalcation, misappropriation, and other criminal activities refer to, but are not limited to the following:

- Bribery or kickbacks
- Theft, embezzlement, or other misapplication of funds or assets
- Impropriety with respect to reporting financial transactions
- Destruction or concealment of records of assets.
- Disclosing confidential & proprietary business information to outside parties
- False claims or bid rigging
- Forgery or alteration of documents
- Profiteering as a result of insider knowledge of Agency activities
- Any dishonest or fraudulent act
- Accepting material items of value from persons providing services to the Agency

Any irregularity that is detected or suspected must be reported immediately to the Executive Director . Agency management treats all information received confidentially. Any employee who suspects dishonest or fraudulent activity will notify the Executive Director and *should not attempt to personally conduct investigations or interviews/interrogations* related to any suspected fraudulent act.

Investigation results *will not be disclosed or discussed* with anyone other than those who have a legitimate need to know basis for authorized business use. This is important in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect the Agency from potential civil liability.

Any irregularities concerning an employee's moral, ethical, or behavioral conduct will be resolved by the Board of Commissioners. Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with legal counsel and the Board of Commissioners, as will final decisions on disposition of the case.

U. Copyrights/Patents/Inventions

This policy is for the purpose of giving the Agency complete ownership rights of the patentable, copyright, discovery, or other creations developed by employees on or using the Agency's time, facilities, equipment, and data and for the purpose of ensuring that employees respect the intellectual property rights of others.

1. Any Agency articles, books, materials, systems, projects, software, products, or any other materials to which an employee contributes, in whole or in part, while receiving compensation from the Agency are the property of the Agency.
2. Any books, materials, systems, projects, software, products, or other information an employee writes or develops while receiving compensation from the Agency are the property of the Agency. Exceptions to this are written materials not related to Agency business for which an employee has received specific written permission from the Agency.
3. The copy and/or software and the idea contained in any writing prepared at the Agency, for the Agency, and/or on Agency time are the property of the Agency, and current copyright law protects both the idea and the writing for the Agency.
4. An employee must respect the intellectual property rights of the Agency as well as those of entities and persons other than the Agency.

V. Favors, Tips, Gratuities, Gifts, and Prizes

The goal of the Agency is to provide superior service and satisfaction. The Agency practices and demonstrates equal treatment, unbiased professionalism, and non-discriminatory actions in relation to tenants, vendors, suppliers, customers, employees, potential employees, potential vendors or suppliers, and any other individual or organization. Agency officers, employees, or agents shall not solicit or receive favors, tips, or other gratuities from tenants, program participants, vendors, contractors, subcontractors, parties to subcontracts, or clients. Gratuities include things of value acquired during service or in return for service or anticipated service. Failure to comply with this provision may result in disciplinary action up to and including termination.

1. Soliciting favors, tips, or gratuities or charging additional amounts for normal services is not permitted.
2. Agency officers, employees, or agents who are offered favors, tips, or other gratuities are to decline such favors, tips or gratuities and inform the person offering the favors, tips, or gratuities that it is the policy of the Agency not to accept tips for service from our clients.

3. At the Agency's discretion, gifts or prizes of significant value (\$25 limit per gift per IRS Publication 463 [2014]) won or received as a result of an employment relationship may be considered Agency property unless the gift or prize is considered a recognized and standard form of wage for the employee's position.
4. Exempted from this policy are gifts such as t-shirts, pens, trade show bags and other promotional gifts that employees obtain as members of the public at events such as conferences, training events, seminars, and trade shows, that are offered equally to all members of the public attending the event. Also exempted are cards, thank you notes, certificates, or other written forms of thanks and recognition. Food, beverages and moderately priced meals that are supplied by current tenants, partners, and vendors as a part of working meetings, conferences or training sessions (which advance the Agency's interests) are exempted as well.
5. Plants or flowers given to employees by vendors/suppliers or potential vendors/suppliers will be displayed in the lobby or at another central location where all employees may enjoy their presence.
6. Gifts from Agency to Employee – From time-to-time, the Agency may offer gifts or dinners as rewards to employees as part of morale building or team building activities; as well as, for special occasions (e.g., birthdays and retirements etc.). These gifts or dinners shall not be paid for with federal dollars. Private contributions, sponsors, or other non-federal sources shall be procured for payment of said gifts or dinners.
 - a. The maximum value of gifts given to employees by the Agency shall be determined by the Board of Commissioners. Appropriate taxes shall be reported and withheld if applicable.
 - b. Monetary gifts shall be determined by the Board of Commissioners. Appropriate taxes shall be reported and withheld. No cash shall be paid to employees as a gift.
 - c. Honorary dinners or other events shall have a maximum food expenditure of \$25 per person. Invitees to these events shall be limited to the honoree's close friends and family, employees of the Agency, Board members of the Agency, and tenants of the Agency. Expenditures may exceed this limit if paid for with non-federal funds (2 CFR § 200.438).
 - d. Funds for gifts and honorary dinners or other such events shall be disbursed from non-federal accounts of the Agency.

W. Professional Conduct

All employees have a direct impact on the image of our Agency. The Agency has established an image of professionalism in our service to our clients and the general public and expects our employees to reinforce this image.

1. An employee's manner of conversation and actions often leave an impression on the minds of others. Therefore, each employee is to maintain appropriate and courteous workplace behavior that fosters positive co-worker communication, interaction, and teamwork and encourages professionally rewarding relationships with clients and other third parties.
2. Unacceptable conduct is defined as an action or behavior that is contrary to the best interest of the Agency, co-workers, and professional relationships with clients or the general public.
3. Management/Employee Interaction
 - a. The Executive Director or his/her Designee is responsible for maintaining appropriate standards of courtesy, respect, and professionalism in their dealings with subordinates and colleagues. Failure to do so may result in disciplinary action up to and including termination of employment.
 - b. If work habits, behavior, performance and/or the personal conduct of an employee fall below appropriate standards of courtesy, cooperation and professionalism, the Executive Director should point out the deficiencies at the time they are observed in a professional manner. Counseling and warning the employee in sufficient time for improvement should ordinarily precede formal disciplinary action.
 - c. Nothing in this section shall preclude immediate formal action, up to and including termination, as provided elsewhere in these policies and rules whenever the interest of the Agency requires such action, or it is appropriate.
4. All employees are expected to show concern for the rights of others. Offensive language, bullying (includes, but is not limited to, physical or verbal abuse or threats, disparaging or disrespectful physical or verbal behavior, even if it is unrelated to a person's race, color, sex, national origin religion, age, or disability), violence, sexual or other forms of harassment, intimidation, or the subjection of another person to inappropriate, abusive, threatening, or demeaning actions are all subject to disciplinary action up to and including termination of employment. This includes non-constructive criticism that is addressed to

its recipient in such a way as to intimidate, undermine confidence, belittle, or imply stupidity or incompetence.

5. Employees are expected to present a neat, business-like appearance on the job.
6. Employees shall respect the property of others and of the Agency and use Agency property, funds, and time for legitimate Agency business only. Stealing or misusing Agency or co-worker funds, property, or confidential information is cause for immediate dismissal.
7. Every employee is expected to abide by Agency policies, priorities, and directives in conjunction with the performance of job responsibilities.
8. If an employee engages in behavior that discredits the Agency or shows a serious lack of dependability or good judgment, it may be appropriate to review that employee's responsibilities with the Agency.
9. Bargaining tactics, giving misinformation, deceiving, or making promises about a commodity or service that cannot be upheld is not permitted by the Agency.
10. Employees who make comments to provoke others or otherwise engage in provocative conduct toward co-workers or other individuals are generally held at least equally culpable for any ensuing physical altercation, even if they do not strike the first blow or otherwise initiate a physical confrontation.
11. All clients and client information are to be treated in a business-like manner, including guarding confidential information in casual conversations.
12. All employees who suspect and/or witness criminal and illegal acts and/or activities or improper behavior such as pirating of software, intentional corruption or misuse of computer resources, theft, drug use, weapons violations, etc., are required to report their concerns and/or observations to the Executive Director . Failure to do so may result in disciplinary action up to and including termination of employment. All allegations of improper or illegal behavior will be investigated promptly, thoroughly, and confidentially. No adverse action shall be taken against any employee for communicating concerns in good faith.

X. Contributions and Solicitations

The purpose of this policy is to establish guidelines for solicitations and requests for personal and Agency contributions.

1. No third parties are allowed on Agency premises for the purpose of soliciting.
2. No employee is permitted to sell or solicit non-Agency goods and/or services of a business nature to other employees or the Agency's clients, tenants, program participants, contractors, or vendors during work hours.
3. Employees may not distribute literature, or solicitations for non-program or non-work-related activities of any kind during work times, or in any work area at any time.
4. All solicitations are discouraged and any exceptions and requests for personal and Agency contributions must be approved and coordinated through the Executive Director and/or the Board of Commissioners.
5. The Agency may allow one annual drive for a charitable organization. Contribution to such an annual drive will be entirely voluntary. No employee will be required to make any contribution or be penalized or rewarded in any way for his/her response to the solicitation.

Y. Dress and Grooming

It is the policy of the Agency that employee attire during work hours and work-related activities shall be appropriate to the duties and content of the position, to the safety of the employee and other individuals, and to the probability of public contact. The personal appearance, grooming, and personal hygiene of employees contribute significantly toward the public impression of the Agency. Employees are expected to present a neat and professional appearance at all times.

There are specific requirements based upon individual jobs and work areas. The following guidelines briefly outline the dress and grooming standards all employees must observe. It should be noted that these guidelines are in addition to the specific rules outlined in any existing Agency safety manuals.

DRESS CODE GUIDELINES

Appropriate <u>STANDARD OFFICE PROFESSIONAL</u> Attire	
Women-Acceptable	Men-Acceptable
1. Suits	1. Suits (Sport Coat at discretion of the Executive Director)
2. Pantsuits	2. Slacks
3. Dresses (knee length)	3. Business appropriate shirt
4. Skirts (knee length)/blouses	4. Tie (Optional except for meeting outside the Agency)
5. Slacks/blouses	5. Belts (Optional) but encouraged
6. Shoes: Business appropriate (sandals, flats ok)	6. Dress shoes (oxfords, loafers) or Dress boots & socks
7. Hosiery (Optional)	
8. Belts (Optional)	
MAINTENANCE PERSONNEL	
Maintenance Personnel must wear Agency provided uniforms, identification badges and safety shoes at all times. Baseball style caps are acceptable (no offensive logos). Uniforms must be clean and neat upon arrival to work each day.	

Appropriate <u>BUSINESS CASUAL</u> Office Attire	
Women-Acceptable	Men-Acceptable
1. Slacks	1. Slacks
2. Denim Jeans accepted when authorized by Executive Director . When authorized, jeans must be in good condition, in traditional washes, and without holes, excessive wear or stains, and still consistent with presenting an appropriate professional image.	2. Denim Jeans accepted when authorized by Executive Director . When authorized, jeans must be in good condition, in traditional washes, and without holes, excessive wear or stains, and still consistent with presenting an appropriate professional image.
3. Capri Pants (Business appropriate)	3. Collared shirt either polo-style or button down
4. Skirts/blouses	4. Shoes (business appropriate)
5. Summer dresses (no shorter than 3 fingers high from knee)	5. Belts (Optional) but encouraged

Appropriate BUSINESS CASUAL Office Attire	
Women-Acceptable	Men-Acceptable
6. Shoes: Business appropriate (sandals, flats ok)	
7. Hosiery (Optional)	
8. Belts (Optional)	

Examples of UNACCEPTABLE for Standard Office Professional or Business Casual Office Attire but limited to:	
Women-Unacceptable	Men-Unacceptable
1. Denim jeans <i>except</i> when authorized by Executive Director . When authorized, jeans must be in good condition, in traditional washes, and without holes, embellishments, excessive wear or stains, and still be consistent with presenting an appropriate professional image.	1. Denim jeans <i>except</i> when authorized by Executive Director . When authorized, jeans must be in good condition, in traditional washes, and without holes, embellishments, excessive wear or stains, and still be consistent with presenting an appropriate professional image.
2. Leggings or Spandex pants	2. Tank Tops
3. Spandex Dresses or Skirts	3. T-shirts with unacceptable logos, novelty designs, language, or pictures. Generally, T-Shirts are not appropriate attire.
4. Tank tops, Halter tops or Spaghetti strap tops or dresses unless a jacket is worn at all times while in the office	4. Shorts of any type
5. Shorts, skorts, ultra-short skirts	5. Athletic shoes except when authorized by Executive Director . When authorized, athletic shoes must be clean and in good condition and still be consistent with presenting an appropriate professional image.
6. T-shirts with unacceptable logos, novelty designs, language, or pictures. Generally, T-Shirts are not appropriate attire.	6. Athletic Attire (workout clothes, sweat-pants/sweat-shirts, jogging suites)
7. Athletic Attire (workout clothes, sweat-pants/sweat-shirts, jogging suits)	7. Baseball caps, sports caps, or knot caps
8. Baseball caps, sports caps or knit caps	8. Any clothing that is too tight or revealing or exposes the midriff or too much of the chest.

Examples of UNACCEPTABLE for Standard Office Professional or Business Casual Office Attire but limited to:	
Women-Unacceptable	Men-Unacceptable
9. Athletic shoes except when authorized by Executive Director . When authorized, athletic shoes must be clean and in good condition and still be consistent with presenting an appropriate professional image.	9. Rings in any parts of the head other than the ears
10. Flip-flop "beach style" sandals	10. Body art, piercings with jewelry, or tattoos that are distracting or depict illegal activities must be covered and <u>not</u> visible on Agency Property
11. Any clothing that is too tight or revealing or exposes the midriff or too much of the chest.	11. Unusual Hair or beard color that is distracting
12. Rings in any part of the head other than the ears	12. Un-groomed hair or beard
13. Body art, piercings with jewelry, or tattoos that are distracting or depict illegal activities must be covered and <u>not</u> visible on Agency Property	13. No buttons, jewelry, or other attire connected to a Partisan Political Party/Candidate
14. Unusual Hair color that is distracting	
15. Un-groomed hair	
16. No buttons, jewelry, or other attire connected to a Partisan Political party/candidate	

1. All employees must maintain a clean and neat appearance, observe daily personal hygiene, and use good judgment in determining appropriate dress and grooming.
2. Employees should consider each day's activities when determining what to wear. The following factors should be taken into consideration when determining appropriate dress.
 - a. The nature of the work.
 - b. Safety considerations, such as necessary personal protective equipment when working near machinery or in hazardous areas.
 - c. Employees who are hosting or attending meetings with clients, tenants, program participants, or the public should dress in a manner suitable to the occasion.

- d. Agency approved identification badge must be visible and worn at all times with the photo and name showing.
 - e. Cosmetics, colognes and fragrances must be kept to a minimum so as to prevent discomfort and/or allergic reactions from co-workers.
 - f. Jewelry must be conservative in nature and should not compromise health, sanitation and safety. ALL jewelry must be removed when operating any power equipment.
 - g. Standard business attire may be appropriate in meetings with the public or with members of other organizations, while business casual attire may be more appropriate in settings where Agency tenants or program participants routinely wear more casual apparel.
 - h. When in doubt, employees are encouraged to confirm the dress code before meeting with outside vendors, clients, community leaders and the like, and then dress accordingly.
 - i. Uniforms: All maintenance employees in regular full-time employment will wear a distinctive uniform while on duty. Uniforms are available for the maintenance employees At no cost. The Agency provides and pays for the cost of uniforms. The basic uniform items, consisting of shirt and trousers are provided and issued to eligible employees by the Agency. Employees that receive uniforms shall be required to wear the proper supplied attire at all times while on duty during normal working hours. The 3rd Party Vendor is responsible for the proper care and laundering of the uniform. The Agency requires all maintenance employees to wear Identification Badges. Badges must be visible at all times when the employee enters occupied units or when working in the developments.
3. Management will ask employees who do not meet Agency dress standards to go home to make appropriate changes. The Agency will not compensate the employee for any time missed because of failure to comply with this policy. Repeated offenders of this policy will be subject to disciplinary action in accordance with the Agency's discipline policy.
 4. The final decision regarding appropriate dress and safety standards is the responsibility of the Executive Director or his/her designee.
 5. The Agency will make every effort to make a reasonable accommodation for employees with religious practices that conflict with the dress code policy, as long as it does not cause undue hardship for the Agency.

6. The Agency reserves the right to determine proper dress and grooming and reserves the right to amend this policy at any time.

Z. **Anti-Fraternization**

In order to establish a comfortable work environment and protect the employees and the Agency from sexual harassment, and in order to avoid conflicts of interest, misunderstandings, or the appearances of favoritism, the following policy shall be followed:

1. The Agency does not wish to intrude into the private lives of its employees. However, employees who become personally involved with co-workers should be aware that serious risks and consequences can develop as a result of the relationship's effect on business matters.
2. Social and/or romantic involvement between co-workers is permitted during non-work hours and at off-work sites. However, romantic relationships that appear to compromise the integrity of supervisory authority or that may be perceived as generating partiality or unfairness are considered against policy. This may include dating, undue familiarity, or close non-family relationships among employees or contractors.
3. Dating and physical relationships (1) between two employees, (2) between employees and vendors/contractors, and (3) between employees and tenants or program participants can have an impact on the workplace. Keep in mind that unwanted sexual advances and requests for sexual favors that are a condition of employment are prohibited under the Agency's Harassment/Sexual Harassment policy. If you are dating or in a physical relationship that falls within (1) through (3) above, you must immediately inform the Executive Director. If it falls within (1) above, and the Agency determines that the relationship interferes with the work environment or is not in the best interests of the Agency, the Agency may take appropriate action, up to and including termination. Failure to disclose a dating and/or physical relationship may be grounds for immediate dismissal.
4. The Agency may intervene by discussing the issue with the employees, or taking remedial measures when, in the Agency's opinion, it is necessary to do so to maintain the integrity of work relationships.
5. Romantic relationships between co-workers will be subject to impartial investigation. Factors such as work experience, seniority, and Agency needs will influence the decision.
6. The Agency reserves the right to transfer and/or reassign job duties for one or both of the individuals, adjust work schedules, limit job functions, and restrict access to confidential

information use to minimize potential conflicts of interest or problems relating to harassment, discrimination, safety, security, or morale.

7. The Agency prohibits employees from engaging in public displays of affection or romantic liaisons during working hours or while on Agency or client premises.
8. Any clarification needed on this policy should be directed to the Executive Director.

AA. Politics

All members, officers, and employees of the Agency whose employment as such constitutes their principal employment, are subject to the provisions of Section 12 (a) of the Hatch Act, as amended and specifically Federal Statute 5 U.S.C. 1501 and 1502 et seq. Employees shall not use their offices for political purposes, solicit or receive political contributions from other employees or from development occupants, be candidates for election to partisan public office or take an active part in political campaigns, or use political influence in connection with their employment status and other provisions under the Act. Employees shall be free to vote as they choose. If any individual is doubtful as to his/her status under the Hatch Act, he/she may present the matter in writing to the appropriate department or agency of the United States Government.

1. The restrictions prohibit:
 - a. Use of official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office;
 - b. Directly or indirectly coercing, attempting to coerce, commanding, or advising a state or local officer or employee to pay, lend, or contribute anything of value to any party, committee, organization, agency, or person for political purposes;
 - c. The employee from being a candidate for elective office in a partisan election unless the employee has obtained an official HUD waiver.
2. Persons exempt from 5 U.S.C. Section 1502: Section 1502 is not applicable to persons whose positions with the Agency do not constitute their principal employment. Although the question as to which is the "principal employment" is to be determined by the Special

Counsel of the Merit Systems Protection Board, in general, if substantially more than half of the employee's or member's time is devoted to other employment and substantially more than half of his/her income is derived from other employment, he/she is not subject to the restrictions.

3. Certain officers may hold two public positions, one subject to and one exempt from certain provisions of 5 U.S.C. 1501, et seq. This person is subject to all the political activity restrictions of Section 1502 if their employment with the Agency is their principal employment as defined in paragraph b. An officer or employee of the Agency who is in doubt as to whether he/she is subject to or exempt from any of the provisions of Section 1502 may present the matter in writing for consideration to the Office of the Special Counsel, U.S. Merit Systems Protection Board, 1615 M St. N.W., Washington, D.C. 20419.
4. Participation in the following types of political activities is prohibited:
 - a. Soliciting political contributions from co-workers or subordinates;
 - b. Soliciting political support for a party faction or candidate from co-workers or subordinates;
 - c. Becoming a candidate for nomination or election to any public office, which is to be filled in an election in which party candidates are involved.
5. Exceptions to Political Restrictions: Section 1502 expressly reserves the right of officers or employees to vote as they may choose and to express their opinion on political subjects and candidates. Section 1502 does not prohibit any state or local official from being a candidate in an election if none of the candidates are to be nominated or elected at such election as representing a party whose candidates for Presidential election received votes in the last preceding election at which Presidential electors were elected.
6. Enforcement Jurisdiction and Procedures: Anyone who has reason to believe that an officer or employee of an Agency has committed a violation of 5 U.S.C. 1501 et. seq. should report such violation to the nearest HUD Field Office.

SECTION 8: WORK INJURY, SAFETY, & SECURITY

A. Security/Violence/Weapons

The safety and security of the Agency's employees, clients, tenants, program participants, vendors, contractors, and the general public are of vital importance. The Agency has taken precautions in an attempt to make the facilities safe and secure. Violence and unauthorized firearms or other weapons are prohibited. Locks have been installed in all points where security or privacy is required. Confidential records and files are kept in a secure, locked area. Only authorized personnel will be issued keys.

1. Definitions

Employee – Employee includes any person, excluding law enforcement personnel, who may perform services for the Agency, either compensated or uncompensated.

Firearm or dangerous weapon – for purposes of this policy a firearm or dangerous weapon includes, but is not limited to, the following:

- a. A firearm, whether loaded or unloaded, from which a shot may be discharged including but not limited to handguns, pistols, revolvers, shotguns, rifles, and bb guns;
- b. A gun that can discharge a shot or a projectile by means of an explosive or gas, or compressed air;
- c. A device designed to be used as a weapon, from which can be expelled a projectile by the force of any explosion or force of combustion;
- d. Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
- e. Any destructive device;
- f. Any device designed as a weapon and capable of producing great bodily harm, including but not limited to, stun guns, stun batons;
- g. An electric weapon such as a Taser gun;
- h. Any combustible or flammable liquid, or other substance, device, or instrumentality that, in a manner it is used or intended to be used, is calculated or likely to produce

death or great bodily harm, or any fire that is used to produce death or great bodily harm; and,

- i. Any knife, especially those that are carried with the intention or calculation to produce death or great bodily harm. Switchblades are specifically prohibited. Exceptions are knives with a blade of no longer than 3" intended to be used by maintenance personnel for work or knives used as eating utensils and stored or maintained in office kitchens or lunchrooms do not represent a violation of this policy.

Violence - Acts of violence made by an employee against another person's life, health, well-being, family, or property will not be tolerated. Employees who are guilty of acts or threats of violence will be subject to disciplinary action up to and including immediate termination. The Agency prohibits the following:

- a. Any act or threat of violence made by an employee against another;
- b. Any act or threat of violence, including, but not limited to, intimidation, harassment, or coercion;
- c. Any act or threat of violence which endangers the safety of employees, clients, tenants, program participants, vendors, contractors or the general public; and/or
- d. Any act or threat of violence made directly or indirectly by words, gestures, or symbols.

2. Prohibitions

The following prohibitions do not apply to police, armed security etc.

Regardless of whether an Agency employee possesses a concealed handgun license (CHL) or is allowed by law to possess a weapon, all employees are prohibited from possessing, transferring, carrying, selling and storing firearms or dangerous weapons while working on Agency property or while acting within the course scope of their employment when not on Agency property.

This prohibition applies anywhere Agency business is conducted as summarized below:

- a. working on property owned, leased or controlled by the Agency;
- b. performing work for the Agency at any location owned or operated by the Agency;
- c. establishments and other customer or client locations;

- d. driving or riding as a passenger in an Agency vehicle;
- e. attending trade shows, conferences, or training on behalf of the Agency;
- f. attending Agency directed or sponsored activities or events (intended for Agency employees only and not the general public) independent of venue;
- g. riding any type of mass transit while on Agency business;
- h. working off-site on behalf of the Agency (excluding the employee's residence);
- i. performing emergency or on-call work for the Agency after normal business hours and on weekends;

Employees who use a personal vehicle in the course and scope of their employment are required to keep the permitted firearm or dangerous weapon stored out of sight and in a secure location, or in the storage facility provided by the Agency.

Under no circumstances may any employee store a firearm or ammunition in an Agency owned, leased or rented vehicle, even if he/she lawfully possesses such a firearm.

Exception: If an employee has a state issued permit to carry a concealed weapon (which must be provided) and has the written authorization from the Executive Director to carry a specific weapon, the employee is exempt from the prohibition of carrying a concealed weapon but must comply with all other provisions of this policy.

Violation of this Policy is considered a serious offense that endangers the safety of employees and others. Therefore, any offense may result in severe disciplinary action up to and including discharge from employment. When appropriate a referral to law enforcement may be made which may result in criminal charges.

3. Safety First

No employee shall take any action that will risk his/her own safety or the safety of other individuals. No attempt should ever be made by an employee to restrain or forcibly evict an armed person from Agency premises. Employees must immediately dial 911 to notify the Police Department and contact the Executive Director or his/her designee.

4. Report of Violations

a. Employee Violations

Employees are required to report violations of this Policy without regard to the relationship between the individual who initiates the prohibited behavior and the individual reporting it.

An employee who believes that another employee may be in violation of this policy should report the alleged violation to the Executive Director.

The Agency will promptly investigate allegations of violations of this policy. The Executive Director are responsible for establishing and modifying procedures as necessary to carry out and comply with this Policy in accordance with applicable laws. Departments are responsible for implementing protocols for handling a prohibited weapon upon discovery.

The Agency reserves the right to authorize searches in accordance with Section 2., J-12(i) herein for prohibited weapons on its property when a violation is reported or when probable cause or reasonable suspicion is present consistent with law. Employees should be aware that there is no reasonable expectation of privacy with respect to weapons in the workplace. The Agency's right to conduct searches includes, but is not limited to, such areas and items as lockers, desks, workstations, purses, briefcases, bags, toolboxes, and lunch bags. Searches of the employee's work area and belongings, as described above, may be conducted by the Executive Director or his/her designee.

Searches of all types, including surrounding Agency property, personal property and the employee may be conducted by law enforcement in accordance with the law should reasonable suspicion be present. Any weapon found in violation of this Policy may be confiscated. Refusal to permit a search may result in discipline up to and including termination.

b. Visitor, Tenant, and/or Program Participant Violations

Persons other than employees should always be escorted through Agency offices, not allowed to roam at will. If strangers who do not satisfactorily identify themselves are encountered, employees should notify the Executive Director immediately.

Visitors, tenants and/or other program participants other than law enforcement officers are not allowed to carry a weapon on Agency properties that are posted as

no-carry facilities. If a visitor/tenant brings a weapon into an Agency no-carry facility a determination shall be made as to the level of risk the visitor/tenant poses.

The act of visitors, tenants and/or program participants carrying a weapon into a posted no-carry Agency facility creates an immediate risk to security or safety that warrants a response, which shall include immediate notification to the Police Department by calling 911 if the visitor, tenant and/or program participant does not leave the no-carry Agency facility voluntarily.

c. Anti-Retaliation Provision

No employee or Agency official may retaliate against an employee who has reported a possible violation of this policy.

d. Roles and Responsibilities

Employees are responsible for understanding and complying with the Policy Prohibiting Firearms and Dangerous Weapons in the Workplace. Whenever there is a question as to whether an instrument, article or substance is considered a weapon in violation of this policy, it is the employee's responsibility to seek clarification. Employees seeking clarification should direct their questions to the Executive Director prior to bringing the item(s) to Agency work sites and events, as well as Agency-owned or leased facilities or vehicles.

B. Entering a Residential Unit

1. No maintenance employee shall enter an occupied apartment on his/her own when the tenant or program participant is not at home, unless the tenant or program participant has given permission during the maintenance call for an employee to have permission to enter.
2. Disposable gloves and safety glasses must be worn when entering a residential unit as required. Disposable gloves and safety glasses are provided by the Agency at no cost to the employee.
3. In all cases before entering with a pass key, the employee shall make certain the tenant or program participant is not at home, first by knocking and then by calling out loudly prior to and as the door is being opened.

4. Upon entering (whether tenant or program participant is home or not), the employee must place the official notice on the doorknob indicating that an Agency employee is working inside; and leave notice that they have been in the unit.
5. No article belonging to the tenant or program participant should be touched unless necessary in the course of the work and in that case must be left in original condition. Any debris from the work must be cleaned up and removed. If any accidental damage to the tenant or program participant's property occurs, a report must be made immediately to the Executive Director .

C. **Accident Prevention and Procedures**

It is the Agency's goal to provide safe working conditions for all employees and to minimize injury or illness, property loss, or business interruption caused by accidents.

1. First-aid kits shall be maintained in appropriate readily accessible locations for use in treating minor injuries or illnesses.
2. The Agency will provide complete instructions covering safe working conditions and will make available equipment required to protect employees from the risk of accidents.
3. Employees are prohibited from operating any equipment unless they have been trained how to operate it safely or have received full instructions from the Executive Director or his/her designee.
4. Employees are prohibited from operating defective or hazardous equipment. In turn, the Agency expects that its workers will give their best efforts to prevent accidents. Employees are expected to observe applicable safety requirements, to use the safety equipment provided, to implement appropriate safety practices at all times, and to report immediately any unsafe working conditions or accidents to the Executive Director.
5. Employees must be completely familiar with safety techniques before starting a hazardous job.
6. Employees are prohibited from disabling or overriding guards or other safety devices before operating any equipment.
7. Employees are required to wear all protective safety equipment.
8. Employees should not clean, repair, or adjust a machine while it is running.

9. All employees must report every accident, no matter how minor. All reported accidents will be investigated, and corrective action will be taken as necessary to prevent the accident from recurring.

D. **Blood Borne Pathogens**

The Agency will make every effort to provide its employees a workplace that is free from recognized hazards that may cause death or serious physical harm. In providing services to the clients, tenant and program participants of the Agency, employees may come in contact with serious diseases that can be transmitted by blood-borne pathogens. It is important that the clients, tenants, program participants and employees are protected from the transmission of such diseases.

The purpose of this policy is to comply with Federal regulations and to establish a comprehensive set of rules governing the prevention of potential occupational exposure to Hepatitis B Virus (HBV), Hepatitis C Virus (HCV), the Human Immunodeficiency Virus (HIV-Aids), and other blood-borne diseases.

The intent of this policy and related training program is not to alarm employees, but to make them responsibly aware of the risks they may encounter and to equip them to react professionally in the face of those risks.

1. Definition of Terms

“Blood” – means human blood, human blood components, and products made from human blood.

“Bloodborne Pathogens” – means pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, Hepatitis B virus (HBV), Hepatitis C virus (HCV) and Human Immunodeficiency Virus (HIV).

“Contaminated” – means the presence or the reasonably anticipated presence of blood or other potentially infectious materials on a surface or an item.

“Decontamination” – means the use of physical or chemical means to remove, inactivate, or destroy bloodborne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious particles and the surface of the item is rendered safe for handling, use, or disposal.

"Occupational Exposure" – means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties.

"Other Potentially Infectious Materials" means:

- a. The following human body fluids: semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any other body fluid that is visibly contaminated with blood such as saliva or vomitus, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids such as emergency response;
- b. Any unfixed tissue or organ (other than intact skin) from a human (living or dead); and
- c. Cell, tissue, or organ cultures from humans or experimental animals that likely contain or are infected with HIV, HBV, or HCV.

"Parenteral Contact" – means piercing mucous membranes or the skin barrier through such events as needlesticks, human bites, cuts and abrasions.

"Sharp" – means any object used or encountered that can be reasonably anticipated to penetrate the skin or any other part of the body, and to result in an exposure incident, including but not limited to, needle devices, lancets, scalpels, and broken glass.

2. Coverage

Occupational exposure to blood-borne pathogens may occur in many ways, including needle sticks, cut injuries or blood spills. Although most Agency employees do not think of themselves as at risk for blood-borne diseases, there are many daily tasks that potentially place them at risk. These tasks include:

- a. Cleaning any unit where blood is present;
- b. Giving first aid to an injured person;
- c. Handling broken glass, razor blades, or other sharp objects with your hands;
- d. Picking up needles or trash containing needles;
- e. Working sewage;

- f. Transporting infectious clean-up supplies to be disposed of or laundered;
- g. Cleaning public restroom areas;
- h. Cleaning common areas in buildings and grounds where blood or other infectious material may be present;
- i. Assisting in removal of a deceased person from a unit;
- j. Being exposed by another infectious individual through hostile acts; or
- k. Any work involving body fluid or blood contact.

3. Administration

The Executive Director will appoint one of the Agency's employees to act as Executive Director to administer this policy. The Executive Director will be responsible for the following tasks:

- a. Developing, implementing and maintaining an effective blood-borne disease plan subject to the provisions of Federal and State law relating to Occupational Safety and Health Administration (OSHA) regulations.
- b. Permanently maintaining records of all employees and incidents subject to the provisions of this program.
- c. Coordinating, monitoring, and documenting all training activities undertaken in support of this plan.
- d. Compiling a list of all jobs in which employees have potential occupational exposure to blood-borne diseases.
- e. Investigating all incidents of exposure, notifying all employees who were exposed and ensuring that all reports are completed, and any necessary follow-up medical care is made available.
- f. Providing exposed employees with access to post-exposure follow-up and counseling.

4. General Policies and Procedures

All blood and other body fluids are potentially infectious and can transmit several diseases. For this reason, all Agency employees should take particular care when there is potential exposure. These precautions have been termed "universal precautions" and stress that employees should behave as though there is the possibility of exposure at all encounters.

The following general guidelines shall be adhered to by all employees:

- a. Employees will be provided disposable gloves. Gloves must be worn upon entry of a residential unit. Gloves should never be reused and should be replaced after each use or immediately if they become torn or damaged. In addition, employees are required to wash his/her hands after each potential exposure.
- b. Employees will wear safety glasses with solid side shields. Face shields can be worn to protect the entire face and eye area from blood or bodily fluid splashes. In addition, when performing CPR, resuscitation devices must be used.
- c. Fluid-resistant protective clothing may be worn to protect against splashes, sprays, splatters or droplets of potentially infectious material.
- d. Think carefully when responding to emergencies and exercise common sense when there is possible exposure to blood or other potentially infectious materials that require universal precautions.
- e. Keep all open cuts and abrasions covered with adhesive bandages that repel liquids.
- f. If hands are contaminated with blood or other potentially infectious materials wash immediately and thoroughly. Hands shall also be washed after gloves are removed even if the gloves appear to be intact. When soap and water or hand-washing facilities are not available, use a waterless antiseptic and cleaner according to the manufacturer's recommendation for the product.
- g. All workers shall take precautions to prevent injuries caused by needles. To prevent needle stick injuries, needles shall not be recapped, purposely bent or broken by hand, or removed from disposable syringes. After they are found, disposable syringes and needles shall be placed in puncture resistant containers for disposal.
- h. The puncture resistant container shall be located as close as practical to the use area.

- i. The Agency will provide gloves, protective glasses, and other necessary equipment of appropriate material and quality for use when needed.

5. Training

- a. Employees believed to be at risk for exposure shall receive training regarding the location and proper use of personal protective equipment. They shall be trained concerning proper work practices and understand the concept of "universal precautions" as it applies to their work situation.
- b. New employees at risk of exposure will be trained on the risks of blood-borne diseases associated with their position during their orientation period.

6. Exposure Reporting

All employees who are exposed to blood or body fluids during the performance of work duties must report the incident to protect themselves and the public.

Employees shall observe the following procedures for reporting a job exposure incident that may put them at risk for HIV or HBV infections (i.e., needle sticks, blood contact on broken skin, body fluid contact with eyes or mouth, etc.):

- a. Notify the Executive Director of the contact incident and details thereof.
- b. Complete the appropriate on-the-job injury reports and exposure forms.
- c. Using the information in the report, the Executive Director will determine the best course of action to follow.
- d. As with any job-related injury, the Executive Director will require the employee to be seen by his/her physician.
- e. The Agency requires all workers who have had a documented on-the-job exposure and are concerned they may have been infected with HIV or Hepatitis to be seen at the local emergency room.

7. Management of Potential Exposure

The Agency shall offer all employees at risk of exposure a Hepatitis B vaccination free of charge and in amounts and at times prescribed by standard medical practices. The vaccination shall

be voluntary. All employees have the option of being vaccinated by their own physician and using their personal physician for any post-exposure treatment and follow-up described in

this policy. When a personal physician is used, the employee must submit records of all treatment or vaccinations received to the Executive Director.

If an employee decides not to receive the vaccination, that refusal shall be documented in writing and placed in the employee's file. The refusal can be rescinded at any time.

8. Confidentiality

All medical information and records are confidential under State and Federal laws. Any employee who disseminates such confidential information in regard to a victim or suspected victim of communicable disease is in violation of such laws and could be subject to serious disciplinary and/or civil action.

E. **Hazardous Materials**

The purpose of this policy is to inform employees of possible hazards connected with materials in the workplace and about proper handling of materials used in Agency operations. To accomplish this, the Agency will ensure that:

1. A current list of all hazardous chemicals or materials being used by the Agency is maintained at the main office;
2. All containers of hazardous materials stored and used at the Agency are appropriately labeled;
3. All Agency employees are trained to recognize and interpret labels, warnings, and signs that are attached to containers; and
4. All Agency employees are trained to understand the content of the Safety Data Sheets (SDS) provided for each hazardous substance and recognize possible risks to health and the potential for physical harm.
5. The Agency will maintain a list of all hazardous chemicals used on-site.
6. The Executive Director will ensure that safety data sheets are requested and obtained from the supplier of any new product ordered by the Agency. The Executive Director will maintain a master listing of all hazardous materials and SDS for all materials.

7. Materials received at the Agency must have intact, legible labels. These labels must include the following:
 - a. The name of the hazardous substance(s) in the container;
 - b. A hazard warning; and
 - c. The name and address of the manufacturer or other responsible party.
8. The Executive Director will ensure that all employees at sites where hazardous materials are kept or used receive training on hazardous material handling.
 - a. Annual training will be conducted for all employees at the Agency who deal with hazardous materials.
 - b. Each new or newly transferred at-risk employee will be trained in the handling of hazardous materials on the first working day at the new work site.
 - c. Training must be conducted for all employees when any new chemical or hazardous material enters the work site. This training must occur before the chemical or hazardous material is used by the employee.
 - d. The training programs will include the following:
 - i. The location and availability of the SDS and files.
 - ii. Methods and procedures that the employee may use to detect the presence or accidental release or spill of hazardous materials in the work area, including proper clean up.
 - iii. Precautions and measures employees can take to protect themselves from the hazardous materials.
 - e. After each training session, the trainer will certify a roster of all participants. Included with the roster will be a list of all hazardous material included in the training.
9. The following information will be available in the procurement office for local health and jurisdictional authorities, if requested or required:
 - a. A list of all hazardous materials used on Agency sites.

- b. The location of stored hazardous materials of 55 gallons (500 pounds) or more, and special procedures for spill control and/or clean-up for specific hazardous substances if necessary.
- c. Unusual health and environmental hazards (both air and water) that may result from the release of specific quantities of hazardous substances.

F. **Key Control**

Employee's assigned keys to the building and/or equipment are responsible and accountable for their keys and shall not transfer or loan their keys to another individual. The keys should never be left in an unsecured manner. Should any key become lost or stolen, the employee must immediately notify the Executive Director . Unauthorized fabrication, duplication, possession, or use of keys to Agency facilities is a violation of this policy and employees found in violation of this policy may be subject to disciplinary action up to and including termination of employment. Non-employees, contractors, etc. found in possession of unauthorized Agency keys will have their keys confiscated and the individual or individuals will be removed from Agency property.

G. **Use of Vehicles**

Employees who are authorized to use Agency vehicles, rental vehicles, or their personal vehicles for Agency business have a responsibility to practice courteous and safe driving for themselves, the Agency, and our clients. Both the roadworthy condition of the vehicle and the conduct of the employee have a direct impact on the professional image of the Agency and the safety of the employee and passengers and the public at large.

1. All employees who operate an Agency or personal vehicle for Agency business must meet the following minimum qualifications:
 - a. Be at least twenty-one (21) years of age;
 - b. Have a current valid driver's license issued by the state in which the employee resides and have vehicle liability insurance in the minimum amounts required by state law; If employee's license is out of state, the employee will be required to present a proof of a valid West Virginia Driver's License within thirty (30) days
 - c. Have no major violations in the past three (3) years; and
 - d. Have no alcohol- or drug-related violations in the last seven (7) years.

2. All prospective employees whose job will involve driving on Agency business (either in a personal auto or a vehicle owned by the Agency) may be investigated per a Motor Vehicle Report (MVR). All current employees may also be investigated on an annual basis per MVR.

Employees using personal vehicles must provide proof of insurance that will meet the legal and financial vehicle responsibility requirements of the state.

Vehicles owned by the Agency are to be used for official business only. They are not to be used for personal business or pleasure during working hours. If the employee uses the vehicle for his/her own personal business or pleasure, he/she will be subject to disciplinary action up to and including termination.

Agency and privately-owned vehicles being operated for Agency business shall be operated in accordance with all safety and legal requirements of the Agency, state and other jurisdictions in which they are operated. Agency vehicles represent the Agency and are not to be used to advertise (e.g., bumper stickers) the personal opinions of the operators. Any alteration to the appearance or mechanical function of the Agency vehicle must be approved by the Executive Director or his/her designee. Maintenance of the vehicles must comply with the Agency policies and procedures for scheduled maintenance.

3. Employees holding jobs requiring regular driving for business as an essential job function must, as a condition of employment, be able to meet the driver approval standards of this policy at all times and maintain a good driving record. Motor Vehicle Records may be obtained on all drivers prior to employment and on an annual basis. A driving record that fails to meet the criteria stated in this policy or is considered to be in violation of the intent of this policy may result in a loss of the privilege of driving an Agency vehicle. Driving for Agency business is defined as driving at the direction, or for the benefit, of the Agency. It does not include normal commuting to and from work.

Criteria that may indicate an unacceptable record includes, but is not limited to:

- a. Three (3) or more moving violations in one (1) year;
- b. Three (3) or more chargeable accidents within one (1) year. Chargeable means that the driver is determined to be the primary cause of the accident through speeding, inattention, etc. Contributing factors, such as weather or mechanical problems, will be taken into consideration.
- c. Any combination of accidents and/or moving violations.

4. Employees must report citations to the Executive Director immediately, or if received after hours, no later than the next business day. Employees must report any convictions or pleas of no contest or guilty to a moving and/or major violation to the Executive Director . Suspension or revocation of the driver's license or loss of insurability by an employee whose duties require driving for Agency business must also be reported and may subject the employee to disciplinary action up to and including termination of employment. Reportable violations include, without limitation:
 - a. Driving under the influence of drugs or while intoxicated (See Section 2.J. Drug-Free and Alcohol Workplace);
 - b. Implied consent (failure to submit to substance abuse screening);
 - c. Negligent homicide, vehicular manslaughter, or gross negligence that causes death;
 - d. Operating a motor vehicle while driver's license is suspended or revoked;
 - e. Use of a motor vehicle in the commission of a felony;
 - f. Aggravated assault with a motor vehicle;
 - g. Theft of a vehicle or operating a motor vehicle without the owner's authority;
 - h. Permitting an unlicensed person to drive;
 - i. Speed contest (racing);
 - j. Hit and run, failure to report collision;
 - k. Reckless driving;
 - l. Traffic Accident (at fault or not);
 - m. Seat belt or stop sign/signal violation (*Agency Vehicles only*).
5. An employee must be able to efficiently and effectively perform his/her duties with or without reasonable accommodation. To the extent the employee must operate a motor vehicle to carry out those duties, the employee must do so in a safe and prudent fashion.

6. Driving under the influence of alcoholic beverages or any substance altering the ability to drive is prohibited.
7. When using a private vehicle for Agency purposes, the employee must have a current driver's license, a current inspection report, a current registration sticker and vehicle liability insurance in the minimum amounts required by state law. Otherwise, the vehicle is not authorized for Agency use.
8. All employees who use an Agency vehicle must be insurable under the Agency's fleet automobile coverage policy.
9. Insurance information should be located in the vehicle at all times.
10. The driver of the vehicle is responsible for observing all applicable motor vehicle laws and regulations and ensuring safety compliance by passenger(s), such as use of properly secured safety belts, approved child safety restraints, etc.
11. All employees must refrain from using cell phones, other electronic devices or participating in any activity that may distract them from safely operating a motor vehicle. Using cell phones or other electronic devices while driving leads to increased risk of accident and liability to the Agency and the employee. Employees must comply with the following:
 - a. Employees must not read or respond to text messages, emails, while operating a motor vehicle (in motion or stopped in traffic) on Agency business and/or Agency time.
 - b. This policy also applies to the use of all other electronic devices including but not limited to PDA's, MP3 players, iWatches, wearable electronics, tablets and laptop computers.
 - c. Employees must check for messages before driving and respond to urgent messages before they start to drive.
 - d. GPS devices are permitted, as long as to navigation is set prior to driving, and the GPS is secured in a safe place that does not obstruct the driver's view of the road.
 - e. Employees are not permitted to use the internet (including mobile applications and social media), while operating a motor vehicle (in motion or stopped) for any Agency business and/or Agency time.
 - f. Employees are not to participate in conference calls or any call that will require note taking or information gathering while driving.
 - g. Where headsets while driving.
 - h. Hands free systems must be fully functioning Bluetooth or equivalent technology systems.

- i. Employees must avoid activities that can take their hands off the steering wheel or eyes and attention off the road including but not limited to reading, taking notes, looking up phone numbers, eating, loading or unloading CD's, USB sticks etc.

Though federal, state and local laws permit hands free talking on cell phones, it is strongly recommended employees limit talk time for every conversation, and only accept calls that require immediate attention. If a call is going to take time or required the employee's full attention, terminate the call and resume when the vehicle is safely in park.

12. Obey all traffic rules and regulations.
13. Employees shall not pick up or transport hitchhikers or strangers.
14. Employees shall drive defensively and anticipate driving hazards such as weather and other drivers.
15. Employees will drive courteously at all times.
16. Agency vehicles are not to be used for personal or private business.
17. Agency vehicles are **not** taken home (including while on on-call schedule). Any exception needs to be approved in advance by the Executive Director .
18. Suspension or revocation of an employee's driver's license or termination of an employee's vehicle liability insurance shall be reported immediately to the Executive Director by the affected employee. The employee is solely responsible for all fines, or penalties, and/or legal costs imposed by the courts due to his/her traffic offense or arrests.
19. Any Agency employee who fails to comply with these provisions and/or abuses the privilege of operating an Agency vehicle will be subject to disciplinary action up to and including termination of employment.
20. Operators of all vehicles used in Agency business who through their negligence cause any accident will be subject to disciplinary action including reimbursement to the Agency for costs incurred that are not covered by insurance. If upon investigation, it is determined that the employee is responsible for such accident or through carelessness and/or recklessness contributed to the cause of such accidents, such conduct shall be subject to disciplinary action in accordance with these policies.

21. From time-to-time tenants of the Agency developments may be permitted to travel in Agency vehicles. Authorization is at the discretion of the Executive Director and must be determined to be in the furtherance of Agency programs (e.g., tenant initiatives).
22. All Agency vehicles shall be kept clean. Each vehicle must be maintained in safe condition, be inspected on a regular basis as outlined in the Agency's maintenance plan, and have regular preventive maintenance such as oil changes, and brake checks (Reference the Agency Maintenance plan and Maintenance Procedures).
23. No tobacco use is permitted in Agency vehicles (See Section 2.I. Smoke/Tobacco-Free Workplace).
24. The use of radar detectors is not permitted.
25. Towing of other vehicles is not permitted.
26. All accidents involving personal injury or major property damage should be personally investigated by the Executive Director. An on-site investigation will help management to obtain current information about circumstances of the incident.

H. Use of Personal Vehicles for Business Purposes

Employees will be required to read and sign the "Employee Use of Personal Vehicle Agreement" and "Agency Issued Credit Cards, Fuel Cards, and Vendor Account Cards Agreement" must be approved by the Executive Director before being permitted to drive a personal vehicle on behalf of the Agency. Proof of ownership of the vehicle is required as an attachment to the "Employee Use of Personal Vehicle Agreement" (Sample Form 8 in the Appendices). Vehicles that are borrowed or that does not belong to the employee are prohibited for authorization. Each employee has the responsibility to practice courteous and safe driving for themselves, the Agency, and our clients. Both the roadworthy condition of the vehicle and the conduct of the employee have a direct impact on the professional image of the Agency and the safety of the employee and passengers.

1. All employees who operate a personal vehicle for Agency business must meet the following minimum requirements:
 - a. Be at least twenty-one (21) years of age;
 - b. Have a current registration, and valid driver's license issued by the state in which the employee resides; If employee's license is out of state, the employee may be required

- to present a proof of a valid West Virginia Driver's License within thirty (30) days otherwise the vehicle is not authorized for Agency use.
- c. Employee/vehicle must provide primary full coverage insurance with minimum required by the State of West Virginia and list the Agency as a co-insured on the policy.
 - d. The Agency is not responsible for any physical damage to an employee's vehicle.
 - e. The employee bears the expense of any personal auto policy deductibles.
2. The Agency will pay the current Federal IRS Standard Mileage rate for reported business use to the employee each pay period for the use of the employee's personal vehicle.
 3. Employees must provide adequate documentation (i.e., mileage logs, receipts etc.) to substantiate the expense and must submit requests for reimbursement each pay period.
 4. Employees are responsible for validating all expenses and ensure they are appropriately documented, submitted and accounted for in a timely manner.
 5. Employees must remove non-business-related expenses before submitting a reimbursement request, when they have combined personal and business travel. (i.e., personal commute to and from work from home, personal errands during work hours etc.)
 6. The employee will not allow any other person to be a passenger in the personal vehicle while it is being used on behalf of the Agency unless such person is another employee or other authorized person.
 7. The employee will not allow any other person to operate his/her vehicle while it is being used on behalf of the Agency unless that other person is another employee and is at least 21 years of age and possesses a valid driver's license.
 8. The employee will not operate the vehicle nor allow it to be operated by someone else while under the influence of alcohol or drugs.
 9. The driver(s) of the vehicle is responsible for observing all applicable motor vehicle laws and regulations and ensuring safety compliance by passenger(s), such as use of properly secured safety belts, approved child safety restraints, etc.
 10. Agency employees are required to maintain a liability insurance policy covering their personally owned automobile that may be used during the course of employment. The Agency has determined that the appropriate lowest limits of liability insurance would be

\$25,000 per person and \$50,000 per accident in order to use a personal vehicle for Agency use.

Listening to an iPod or other portable device while driving while on Agency Business is strictly prohibited. ***Exception to this policy is use of a hands-free device.***

I. **Vehicular Accidents**

All Agency automobiles and trucks are covered by public liability and property damage insurance. An employee shall not leave the scene of the accident before reporting the accident except when an employee is leaving the scene because emergency medical treatment is necessary. Failure to report an accident is a violation of the Agency's policy and may subject the employee to disciplinary action, up to and including termination, and/or liability for the damages caused to Agency vehicles.

The Agency is not responsible for theft or damage to vehicles or contents while vehicles are on Agency property. Exception to this policy is if an employee is conducting Agency business when an accident occurs.

1. Should an accident occur:

- a. Check everyone involved for injuries. If any passengers are unconscious or request medical help, call 911, or have a passerby do so.
- b. If your vehicle can be driven, move out of traffic to safety.
- c. Call the police or ask a passerby to make the call for you. Also notify the Executive Director as soon as possible.
- d. Exchange information. Give the other driver(s) your name, insurance information, and your driver's license number. Get the same information from the other driver(s), including address and telephone number.
- e. DO NOT MAKE ANY STATEMENT, ORAL OR WRITTEN except to law enforcement officers and representatives of the Agency after at least one representative of the Agency arrives onsite as instructed by the Executive Director or his/her designee.
- f. Get the names, addresses, and telephone numbers of anyone who might have witnessed the accident.

- g. Fill out an Agency Accident Report Form. Photographs should be taken of the damaged vehicle for claim purposes, as soon as possible.
- h. Drivers may be required to take a substance abuse screening as soon as possible after an accident. Failure to submit to such testing may result in suspension or termination.

J. **Safety**

The safety of every employee, tenant, program participant, and visitor are a primary consideration of the Agency. Employees must put forth continuous efforts to eliminate or reduce conditions and behaviors that could result in injuries or illnesses. The Agency is committed to the principle that such a safety culture will help maintain employee health, increase productivity, minimize lost work time, and reduce costs.

1. Employees must implement and ensure compliance with appropriate Agency and department-specific safety policies and procedures and hold their staff accountable for adhering to safety standards.
2. Employees must report failures to follow safety standards by others outside of their departments and take immediate actions to implement controls for situations that are clearly unsafe or report the failures to the Executive Director.
3. Management must lead and/or participate in proactive programs and audits of their work areas to ensure that safety issues or concerns are identified and resolved. They must ensure that appropriate corrective actions are taken in a timely and appropriate manner, including employee discipline for safety rule violation.
4. All employees are required to adhere to and comply with Agency and department-specific safety policies and training requirements, to be aware of and identify safety issues, and to report all incidents and safety concerns on a timely basis. All employees must bring conditions, behaviors, or practices that create risks for themselves, co-workers, tenants, program participants, or visitors to the attention of the Executive Director. Employee suggestions and participation in the resolution of such risks are highly encouraged.
5. The Agency strives to provide a safe work environment for all employees. All employees have primary responsibility for safety in their work area. Employees should discuss safety concerns with the Executive Director. Employees are expected to report safety concerns to the Executive Director when they are discovered.
6. Failure to comply with safety policies and training requirements, inattentiveness in identifying and appropriately responding to a situation that is clearly unsafe, and/or failure

to timely report safety concerns and incidents, may result in disciplinary action up to and including termination of employment.

7. Any employee regardless of position who engages in unsafe behavior that results in avoidable personal injury to himself or herself, another individual, a vehicle, or property will be subject to disciplinary action up to and including termination of employment.
8. Any employee regardless of position who fails to properly utilize personal protective equipment or to wear protective clothing or who otherwise disregards safety measures will be subject to disciplinary action up to and including termination.
9. Department Heads will issue written reprimands for safety violations. The Executive Director will initiate suspensions or dismissals, based upon recommendation from the Department Head.

K. **Return to Work (RTW) Program**

When possible, it is the Agency's policy to modify work assignments for a limited period to assist employees who are temporarily restricted from performing their regularly assigned duties due to an on-the-job injury. (Note: This policy should not be construed as recognition that an employee has a disability as defined by the Americans with Disabilities Act (ADA) of 1990. This policy applies to all Agency employees.

1. Definitions

Return to Work (RTW) (Modified Duty) position is a temporary position to which an employee is assigned when he/she is unable to return to his/her regular position following an on-the-job injury or illness. The Return-to-Work position temporarily addresses the restrictions placed on an individual by an evaluating physician.

Employment related injury is an injury or occupational disease, which arises out of the course and scope of employment and is a compensable injury or illness, as defined under the West Virginia Workers' Compensation Act.

Physician in this policy means a Doctor of Medicine, osteopathic medicine, optometry, dentistry, podiatry, or chiropractic who is licensed and authorized to practice as defined in the West Virginia Workers' Compensation Act.

2. Responsibilities

- a. Injured Employee to inform the evaluating physician of employer's early return to work program; adhere to the assigned restrictions/limitations for the specified period of time; maintain a positive attitude toward working within physical restrictions/limitations; continue to seek and follow appropriate medical care throughout recovery period.
- b. The Executive Director (or his/her designee) will review and evaluate work alternatives for a temporary specified period of time as established by the evaluating physician; will evaluate job description and modify requirements within the position to accommodate the employee to the assigned restrictions; will monitor the injured employee to ensure work performed is within the assigned restrictions; will continue to review and adjust job assignments as medical condition improves and restrictions change until final goal of either release to full duty or maximum medical improvement is achieved. (SEE Appendix D).
- c. Evaluating Physician to assign specific temporary restrictions for a specified period of time; to review and adjust assigned restrictions at each evaluation; maintain beneficial and appropriate medical care and treatment with the goal of moving injured worker to full duty release or maximum medical improvement.
- d. Claims Adjuster to obtain specific temporary restrictions/limitations for a specified period of time from the evaluating physician after each evaluation; communicate verbally and written restrictions to the designated employer contact; work effectively with the injured employee, employer and physician to reach goal of returning employee to gainful employment.

3. Eligibility

To be eligible for participation in the RTW Program, an employee must provide a written statement from the designated treating physician that he/she is:

- a. Temporarily unable to perform his/her essential duties, following an employment related injury or illness; and
- b. Capable of carrying out work of a lighter or modified nature from his/her regular duties and is expected to return to his/her regular duties within ninety (90) calendar days.

4. Process

Once notified of an on-the-job injury or illness, the department must complete a First Report of Injury for Workers' Compensation and inform the employee in writing of the RTW Program.

The employee must be seen and evaluated by a physician to determine if the employee is able to return to work, and if so, with or without restrictions.

At the time of the evaluation, the employee must inform the physician of the RTW Program and provide him/her with a copy of the employee's regular job description that identifies the essential functions of the job and its requirements.

When the employee can return to work with restrictions, the employee's physician must complete a report, indicating the specific restrictions, and the duration of those restrictions. Clarification regarding temporary restrictions may be requested of the treating physician.

Taking into consideration the information provided by the physician, the employee's department, in consultation with the Executive Director, will determine if a temporary Modified Duty assignment can be offered. There may be instances in which the organization will not be able to offer a Modified Duty assignment.

If the employee's regular department is unable to meet the employees need for Modified Duty, the employee's department is responsible for payment of the employee's salary and benefits while performing a Modified Duty position in a different department which has been able to meet the employees' need for Modified Duty.

5. Compensation

There will be no adjustment in the employee's normal compensation. The salary and benefits of the employee will remain the responsibility of the original employing department, including during any period of temporary placement external to the department.

6. Offer of Modified Duties Position

Once the employee has been approved to participate in the RTW Program, the department must provide a Return to Work (Modified Duty) job offer letter. This letter shall include:

- a. The position offered.
- b. The location and duties of the position offered.
- c. The wages and schedule of the position offered.
- d. The duration of the temporary work assignment.
- e. A statement that the department will only assign a position/duty consistent with the employee's knowledge and skills and will provide training if necessary.
- f. A statement acknowledging that the employer is knowledgeable about and will abide by the limitations under which the treating physician has authorized the return to work.

7. Refusal of Modified Duties Offer

An employee may choose to accept or refuse the Return to Work (Modified Duty) job offers. However, an employee who refuses a Modified Duty job offer is subject to termination. Rejection of the job will also result in suspension of income benefits under Workers' Compensation Insurance.

Employees do not waive any rights to Workers' Compensation benefits by participating in the RTW Program. Employees participating in the RTW Program will continue to be covered by the Workers' Compensation Act for reasonable and necessary medical expenses and disability benefits related to the injury or illness.

8. Duration of Modified Duty

A Return to Work with Modified Duty offer will be for an initial period not to exceed ninety (90) calendar days. The duration of approved time will be based upon the information provided by the employee's physician.

9. End of Modified Duty

An employee who is unable to return to his/her regularly assigned duties at the end of the Modified Duty agreement and remains with temporary restrictions which will prevent him/her from returning to their preinjury positions, will begin to receive temporary total disability benefits through the workers compensation program. (If the restrictions are permanent and will not allow the employee to return to his/her

preinjury position, then they can request a leave of absence or the Executive Director or his/her designee may address termination.)

Employees may be required to attend an IME (Independent Medical Exam) to clarify the continued restrictions or once they reach MMI (Maximum Medical Improvement) and permanent restrictions are assigned and determined by the treating physician.

Provided the employee has exhausted any entitlement under the Family and Medical Leave Act (FMLA), the Executive Director has the option to approve or deny the leave of absence request. If Leave Without Pay is denied, employment with the Agency will be terminated.

If the employee believes that the condition is permanent, progressive, or chronic, the employee may pursue the Americans with Disabilities Act Accommodation Policy to determine if they are a qualified individual with a disability.

L. APPENDICES SECTION:

The following Appendices are provided as support documentation and informational purposes only. Portions of the Appendices referenced in Personnel Policy Manual are here-in part of said policy. Other information provided in Appendices is not part of this policy and may be changed by the Executive Director without prior Board of Commissioners approval.

APPENDIX A: Family Medical Leave (FMLA) Poster

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



WH1420 REV 04/16

APPENDIX B: FMLA Forms from the Wage and Hour Division

*To order printed copies of forms, please email your request to
Download from <https://www.dol.gov/whd/fmla/forms.htm>*

- WH-380-E: FMLA Certification of Health Care Provider for Employee's Serious Health Condition
- WH-380-F: FMLA Certification of Health Care Provider for Family Member's Serious Health Condition
- WH-381: FMLA Notice of Eligibility and Rights & Responsibilities
- WH-382: FMLA Designation Notice
- WH-384: FMLA Certification of Qualifying Exigency for Military Family Leave
- WH-385: FMLA Certification for Serious Injury or Illness of Covered Service member -- for Military Family Leave
- WH-385V: FMLA Certification for Serious Injury or Illness of a Veteran for Wage and Hour Division Military Caregiver Leave

APPENDIX C: Voluntary Leave Donation Program & Forms

A Voluntary Leave Donation Program has been established to assist employees faced with a serious medical illness or injury to themselves or an immediate family member. The Voluntary Leave Donation Program allows employees to voluntarily transfer accrued annual and sick, compensatory time and personal holiday hours to another eligible employee who has exhausted all other paid leave due to a Family Medical Leave Act (FMLA)-eligible serious health condition.

A. Eligibility

Only regular full-time status employees are eligible and may donate and receive leave. The Voluntary Leave Donation Program is available to all eligible employees as defined above across all departments.

Further eligibility requirements are as follows:

Donating Employee - To qualify as a donating employee, an employee must be a regular-status employee working half-time or greater and have sufficient annual and sick leave, compensatory time or personal holiday accrued to cover donated time.

Requesting Employee - The requesting employee must be on an approved leave under the Federal Family and Medical Leave Act (FMLA). The employee must also demonstrate a need of at least 40 hours of donated leave. To apply for donated leave, employees must be employed for a minimum of one (1) year and be in good standing and discipline free for twelve (12) consecutive months.

The period in which an employee may receive donated leave is the period of FMLA qualified leave which would otherwise be unpaid because leave balances have been reduced to zero. Employees may not receive workers compensation benefits prior to, or while, receiving donated leave.

B. Qualifying event

To receive donated leave, an employee must apply for and receive approval for leave under the FMLA Policy (See Section 6.: Q. of this policy). Employees may request leave for a serious health condition affecting themselves, their spouse, parent, child, stepchild or someone with whom the employee has an "In Loco Parentis" relationship. Donated leave may not be used for parental leave following the birth or placement of a child for adoption or foster care.

Leave Sharing Facts Related to Pregnancy and Childbirth

- Donated leave may be used only for a medical emergency—e.g., any period of incapacitation of the mother or illness of the baby that will last at least 24 work hours and may not be used to care for a healthy child.
- Donated leave may not be used to bond with or care for a healthy newborn, to care for a child with a routine illness, or to take the child to medical, dental, or optical appointments or well-baby doctor visits.
- An employee who returns to work part-time and who uses donated leave part-time to care for a family member recovering from childbirth accrues leave in his/her regular annual and sick leave accounts for the time spent in work status and in his/her set-aside annual and sick leave accounts when using donated leave.

C. Service Accruals and Other Benefits

Donating employees may donate accrued annual and sick or personal holiday leave. Donated annual and sick or personal holiday leave will be converted on a straight hour-for-hour basis to the recipient employee's sick leave account. Donated hours can only be credited for subsequent use. Any hours donated after the payroll cut-off shall not be retroactively applied.

The donated leave, when converted, will be treated and utilized as sick leave for all purposes. If the donated sick leave is unused when the employee returns to work, the recipient employee will retain any balance remaining (as regular sick leave).

Employees, while using donated leave on an approved FMLA Leave, will continue to be eligible for Agency paid health benefits.

D. Procedures

Requesting Employee:

Any eligible employee may request a donation of hours by completing the **Request to Receive Donated Leave** form (see below). If such employee is not capable of making application on their own behalf, a personal representative may make written application for the employee. Consent shall be obtained from the employee before the request is made on behalf of that employee or, in situations where this is not possible, the recipient's guardian. This form is obtained by contacting the Executive Director.

Requests for leave donation must be submitted to the Executive Director, in conjunction with the FMLA application when possible. In order for the timely transfer of leave, forms must be submitted in the most immediate manner possible. Donated leave may only apply to time that would otherwise be unpaid during an approved FMLA Leave. The request for donated leave will be reviewed in a confidential and objective manner. All determinations made by the Executive Director regarding qualification for donated leave are final.

Each request shall provide the following information concerning the potential leave recipient:

- Name, Employee Number (if applicable), Department, Work Phone, Supervisor's name, and Employment Status;
- Certification from the attending physician or other applicable health care provider with respect to the qualifying condition submitted with the FML application; and
- Any additional information that may be required to verify the information in the leave recipient's request.

The recipient must have exhausted all accumulated leave; personal holiday, annual and sick leave prior to using any donated leave hours. If it can be shown by the requesting employee that during the anticipated period of disability all accrued leave will be exhausted, the request may be made prior to the actual disabling event. The recipient must not be eligible to receive workers' compensation benefits.

The recipient employee may receive up to a maximum of 480 hours, or twelve-week full-time equivalent, donated leave. The maximum eligible hours of donated leave will be reduced by the hours of employee's own leave balances available for use. The total combined donated and employee hours used will not extend an employee's FMLA hours entitlement beyond 480 hours.

The recipient may exercise their option under the program in any 12-month period. The Agency will determine eligibility under this provision by the use of the "rolling 12-month" basis, in which the 12-month period is measured backward from the date the Family Medical Leave request is effective.

Donating Employee:

Applicable paid leave may be donated within fourteen (14) calendar days from the date of the "Posted" notice of request for donations. Subsequent postings may be utilized for any additional needs. Hours are donated by completing the **Request to Donate Leave Form** and must be submitted to the Executive Director as indicated on the posted notice.

Leave may be donated in increments of one (1) hour up to a maximum of forty (40) hours per donor.

E. Agency Responsibility

Requests:

Notification of determination of approval or denial will be made within seven (7) calendar days of receipt of a request. The determination will be completed by the Executive Director and approved by the Executive Director .

If the request is approved, the employee will be notified of the decision, the maximum amount of donated leave time the employee may receive, and the effective date.

If the request is denied, the employee is notified of the decision by letter.

The request is filed in the employee's FMLA file with the final decision and all supporting documentation.

Donations:

The Executive Director will generate the **Request for Donation of Leave** notice to be posted.

F. Department Responsibility

Due to the emotional atmosphere and high sensitivity surrounding these employee health conditions and issues, it is extremely important to respect each employee's decision to donate or not donate. It is not acceptable or appropriate to pressure, intimidate otherwise attempt to convince any employee to act in a donation issue that is not of the employee's own volition. Each department will be responsible for making sure that all requests get posted and/or distributed for all employees to see. Additionally, each department will have **Request to Donate Leave Forms** available for those employees who wish to donate to the recipient. All such forms offering to donate leave shall immediately be submitted to the Executive Director.

G. Payroll Responsibility

Payroll reduces the donor's annual, sick, and/or personal holiday balances according to the approved request forms submitted by the Department. Payroll will notify the donor of the transfer of leave. Payroll shall retain the Donation Request from each employee for an audit trail. Upon notification of the donation of hours, Payroll will credit the receiving employee's record with the authorized hours. The hours shall be credited as sick leave. A copy of the approved leave report shall be retained in the Payroll Department.

Form1: Request to Donate Leave Form

REQUEST TO DONATE LEAVE FORM

Under the Voluntary Leave Transfer Program

I wish to donate leave hours as indicated below to the leave account of an approved leave recipient. As the date indicated below, I have enough leave in my account to cover this amount. I understand that I cannot reclaim these donated leave hours after they have been processed to the recipient.

Donor's Name: _____

Donor's Title: _____

Department of Donor: _____

Which Type of Leave and Number of Hours Donating:

Annual Leave Number of Leave Hours Donated: _____

Sick Leave Number of Leave Hours Donated: _____

Recipient's Name: _____

Recipient's Title: _____

Department of Recipient's: _____

Donor's Signature

Date

FOR AUTHORIZED AGENCY REPRESENTATIVE USE ONLY	
<input type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED
_____ Authorized Agency Representative	_____ Date

Form 2: Request to Receive Donated Leave

REQUEST TO RECEIVE DONATE LEAVE FORM

THIS FORM MUST BE ATTACHED TO THE FAMILY & MEDICAL LEAVE APPLICATION FORM

TO BE COMPLETED BY APPLICANT OR PERSONAL REPRESENTATIVE	
Name (Last, First, MI)	Employee Number (if applicable):
Department:	Work Phone:
Employee Status: Full-Time <input type="checkbox"/> Part-time <input type="checkbox"/> Number of Hours Per Week: _____	
Leave Balances at End of Last Pay Period:	Number of Hours of Leave without Pay Anticipated For
This Medical Event	_____
Sick _____	
Annual _____	
Optional: Brief summary of any information to be released in general Agency announcement:	

SIGNATURE OF RECEIVING EMPLOYEE	
Signature:	Date:
FOR AUTHORIZED AGENCY REPRESENTATIVE USE ONLY	
Maximum Hours Eligible for Transfer:	Approved: <input type="checkbox"/> YES <input type="checkbox"/> NO
Name (Please Print):	
Signature:	Date:

APPENDIX D: Return to Work (RTW) Program - Task Bank

One of the best methods for reducing workers' compensation costs is having a Return-To-Work (RTW) program in place. Return-to-work or "transitional duty" is designed to return the injured employee to the workplace as soon as it is medically reasonable to do so. This reduces the amount of time an employee is out from work and, as a result, workers' compensation costs are reduced as well. Obviously, RTW is not for everyone as some injuries may preclude an employee's return to *any* active work. RTW is intended to be temporary in nature; that is, it is generally for the length of time an employee is out on temporary disability.

The most common reason given by employers for not implementing an effective Return-To-Work program is not having any "light duty" jobs available. The key to solving this dilemma is to think in terms of *productive tasks* as opposed to complete *jobs*. Survey each department in your entity for tasks that they would like to have accomplished but have not been able to do due to time limitations, inadequate staffing, cost constraints, etc. List these tasks in the worksheet below, providing enough information so that the tasks may be matched against an injured employee's medical restrictions.

Ideally, you want to place the RTW employee in his/her department; however, this is not always possible. In those situations, a better match may exist in another department. Bottom line – the employee is doing productive work, needed tasks are being accomplished, and compensation costs are being reduced.

Description – list the assignment and provide a brief description.

Type – indicate whether an existing job, a task, special assignment, project, etc.

Duration - estimated length of time the assignment will last (ex. 3 hrs./day; 5 days/week for 4 weeks).

Location – the department or shift during which the work will be performed.

Remarks – indicate the type of restriction this task might accommodate or similar information (ex. "can be performed while sitting" or "can be accomplished using one hand").

Form 3: Physician's Letter for Certification of Injury/Illness



POINT PLEASANT HOUSING AUTHORITY

Public Housing & Housing Choice Voucher (HCV)
Programs

Telephone (304) 675-4414 – Fax (304) 675-4436

404 Second Street / P.O. Box 517 - Point Pleasant, WV 25550

Date: _____

Subject: The Point Pleasant Housing Authority's Return to Work (RTW) Program
Employee: _____

Dear Dr _____:

Our Agency has implemented a Return to Work (RTW) Program designed to return any employee injured on the job to medically appropriate work as soon as possible. We are committed to returning injured employees to work within their capabilities.

Attached is a job description for the regular job of the injured employee. This job may be modified, if possible, to meet medical restrictions that may be assigned. If the employee's regular job cannot be modified to allow a return within the assigned restrictions, we will attempt to find an appropriate alternative work assignment.

Also attached is a Physician's Report of Injury/Illness form, please complete the form and provide a copy to the injured employee. Since we do have an RTW program, we request that you please provide specific restrictions to allow us to evaluate a possible return to work for the employee. We will ensure that any assignment meets all medical requirements.

If additional information is needed concerning a possible work assignment or our RTW program, please contact **The Point Pleasant Housing Authority at (304) 675-4414.**

Thank you for your participation in our efforts to return our employees to a safe and productive workplace.

Sincerely,

Executive Director

Form 4 : Physician's Report of Injury/Illness Form

PHYSICIAN'S REPORT OF INJURY/ILLNESS

TO BE COMPLETED BY AGENCY (Employer):					
Employee Name: _____			DOB: _____		
Soc. Sec.# _____			<input type="checkbox"/> Male <input type="checkbox"/> Female		
Agency Contact: _____			Title: _____		
Telephone: _____		FAX _____		Email: _____	
TO BE COMPLETED BY EMPLOYEE:					
I will return this form promptly to my employer. I authorize my attending physician to release any and all information acquired in the course of examination to my employer.					
Employee Signature: _____					
TO BE COMPLETED BY PHYSICIAN:					
Diagnosis: _____					
Treatment: _____					
Able to return to limited work activities from _____ to _____					
Unable to return to work from _____ to _____					
LIMITATIONS:	None:	Rarely	Occasionally	Frequent	Constant
	0%	(1-5%)	(6-33%)	(34-66%)	(67-100%)
<input type="checkbox"/> Sitting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Standing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Walking/Running	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Driving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Climbing/Ladders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Squatting/Kneeling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Overhead Reaching	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Grasping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Pushing/Pulling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Twisting/Bending	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Lifting/Carrying	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1-10 lbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11-25 lbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25-30 lbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
50+ lbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other					
<input type="checkbox"/> Check this box if no restrictions & able to return to full work activities.					
<input type="checkbox"/> Patient is discharged from care.					
<input type="checkbox"/> At maximum medical improvement					
Physicians Comments: _____					
Examining Physicians Signature			Date: _____		

Form 5: Acknowledgement and Agreement of Transitional Employment Offer



POINT PLEASANT HOUSING AUTHORITY

Public Housing & Housing Choice Voucher (HCV) Programs
Telephone (304) 675-4414 – Fax (304) 675-4436
404 Second Street / P.O. Box 517 - Point Pleasant, WV 25550

Acknowledgement and Agreement of Transitional Employment Offer

A transitional job assignment/modified duty position is being offered to me by The Point Pleasant Housing Authority.

I further understand that this job is a temporary job not to exceed a ninety (90) day period, that my job performance and need for modified duty will be evaluated on a continuing basis. I understand that I will be required to follow all dress codes and rules of the department to which I am assigned. The assigned department head will assign working hours and workdays. If released to regular duty status by a treating physician before ninety (90) days, it is my understanding that I will return to my regular job duties.

As a part of this Acknowledgment and Agreement, I understand and expressly agree that I will not exceed any medical restrictions imposed by my treating physician. I further agree that these restrictions may be made known to my assigned department head and other employees of the assigned department as necessary with such necessity to be solely determined by my assigned department head.

I agree that the job description or identified task for the modified duty assignment herein is attached hereto and that my starting date is _____.

Employee Signature

Date

Executive Director Signature

Date

APPENDIX E: Safety Policy Form

It is the policy of the Point Pleasant Housing Authority to provide a safe working environment for employees carrying out their individual work assignments. Recognizing this, the employee agrees that he/she will take the necessary steps to avoid injury by:

1. Using the provided safety equipment in the appropriate manner. Using proper body mechanics when lifting objects.
2. Lifting appropriately and using all safety equipment available.
3. The employee understands that the safety equipment is provided for his/her protection, to assist in performing tasks in the safest manner possible.
4. Administrative staff will not lift over fifty (50) pounds. Administrative staff will call on maintenance staff for assistance.
5. Each Maintenance employee will be issued a safety kit containing the following items: Back support belt
6. One pair of safety glasses with one clear lens set and one tinted lens set
7. One pair of safety goggles
8. Earplugs
9. 1/2 mask respirator with combination dust, latex, pesticide (replaceable) cartridges
10. Gloves - leather, rubber, latex
11. Tyvek suit (disposable)
12. The employee understands that he/she is responsible to keep the above equipment in clean and good working order.

It is expected that everyone will use caution in approaching each job task. The following are minimum standards everyone will observe:

1. Back Support Belt - is mandatory under the following conditions: Lifting 50 pounds or more.
2. Lifting twenty-five (25) pounds repetitively (loading, unloading).
3. Any lifting of a refrigerator, stove, water heater, furnace, toilet, or sewer eel cable basket, trailer tailgate, or similar.

4. Moving a refrigerator, stove, water heater, or furnace, a distance greater than ten (10) feet, an appliance cart is to be used with the safety strap. If conditions prohibit the use of an appliance cart, two people with support belts must be used in the lifting of an appliance. Procedure for wearing back support belt: Belt should not be tightened unless the employee is lifting or bending, or in a potential lifting or bending situation. Belts are to be worn according to manufacturer's instructions. The back support should fit snugly around the hips with the front of the support placed below the navel. Outer elastic bands should be fastened loosely at your sides. The straps should be placed securely on your shoulders without causing tension. Before lifting, grasp the outer elastic bands, and stretch forward as far as possible. When finished lifting, the outer elastic bands may be loosened again.
5. Safety Glasses - must be worn when operating the following: any cutting tool including but not limited to: sawzall, grinder, drill press, circular saw, chain saw, string trimmer, hedge trimmer. Must also be worn when mixing pesticides.
6. Goggles - must be worn when drilling overhead, mixing or pouring concentrated chemicals.
7. Ear Plugs - must be worn when operating the following: chipper, gas powered hedge trimmer, gas string trimmer, chain saw, hammer drill in enclosed area.
8. Breathing Respirator - must be worn in an area where an airless sprayer is being used. Also, if required to be used by a pesticide label. Note: use of appropriate cartridge is required.
9. Gloves - Leather to be used for routine job tasks. Rubber must be used when dealing with chemicals, concentrated pesticides, drains or sewer lines. Latex must be used for any potential bloodborne fluids.
10. Tyvek Suit - must be worn in the protection of a worker's body and clothing when dealing with sewers, painting, splatters, or bloodborne fluids.

If the employee does not have the safety equipment with him/her on the job, resulting in non-productive time to the Agency, the employee will be subject to leave of time without pay and subject to disciplinary action.

If the employee refuses to properly use any safety equipment, the normal sequence of disciplinary action will be executed.

If the employee is unable to wear any safety equipment for medical reasons, the employee must provide a written statement from a physician.

Any breakages, losses, or defects due to normal wear or neglect should be immediately brought to the Executive Director's attention. Normal wear or defect will be replaced by the Agency. If the employee should lose, misplace, or improperly care for my safety gear, the employee may be required to replace the item at his/her expense.

When leaving employment with the Agency, the employee will return assigned safety equipment on the last day worked before the final paycheck will be issued. If the employee refuses to return the safety equipment, the employee understands that he/she will owe the Agency for the cost of such equipment.

I hereby understand, acknowledge, and agree to the provisions of the above policy,

Employee Signature

Date

Executive Director Signature

Date

APPENDIX F: Checklist for New Employee Folders

These documents should be included in every folder for each new hire upon initial setup. Additional documentation will be added as time progresses.

Employee Folder

Personnel Action Section

- Personnel Action Form (PAF)
- Offer/Acceptance Letter
- Personnel Action Notification (PAN) – New Hire
- Application/Résumé
- Job Description
- Degrees/Diplomas
- License/Certifications

New Hire Signatures Section

- Electronic Communication Employee Acknowledgement Form (*Sample Form: 5 in Appendices*)
- HIPPA Agreement & Acknowledgement (*Sample Form: 6 in Appendices*)
- Employees Use of Personal Vehicle for Agency Use Agreement (*Sample Form: 7 in Appendices*)
- Code of Ethics and Professional Conduct Agreement (*Sample Form: 8 in Appendices*)
- Acknowledgement of Receipt of Policy for Drug & Alcohol-Free Workplace (*Sample Form: 9 in Appendices*)
- Acknowledgement of Receipt of Personnel Policy (*Sample Form: 24 in Appendices*)
- Agency Issued Credit Cards, Fuel Cards, and Vendor Account Cards Agreement

I-9 Form (Separate Binder) – I-9 Form & copies of required Identification per I-9 list (i.e., DL, SS, Passport etc.)

Federal Forms Section

- W-4
- W-9

Benefits Folder

Medical Insurance

- Employee Application

Vision Insurance

- Employee Application

Dental Insurance

- Employee Application

Life Insurance

- Employee Application
- Drug Test Results

Public Employee Retirement System (PERS)

- Enrollment Form
- Beneficiary Designation form
- Any other required forms

Direct Deposit

- Direct Deposit Form (if applicable)

Drug Test/Physical

APPENDIX G: Records Management

HUMAN RESOURCE/PERSONNEL RECORDKEEPING SYSTEM GUIDELINES

A. Overview

These guidelines are for the purpose of determining consistent treatment in the management of personnel files for the employees of the Agency. All personnel files are maintained by the Human Resources Department with the responsibility for their safe keeping with the Executive Director.

The Human Resources Department should maintain primarily two personnel records for each full-time employee of the Agency.

1. The employee personnel file will generally contain the following documents/information:
 - a. Employment Application/Resume
 - b. Employment Reference Checks
 - c. College Transcriptions
 - d. Job Descriptions
 - e. Records relating to hiring, promotion, demotion, transfer, layoff, rates of pay, and other forms of compensation, education and training records
 - f. Records relating to other employment practices
 - g. Letters of recognition
 - h. Disciplinary actions or documents
 - i. Performance evaluations
 - j. Test documents used by PHC to make an employment decision
 - k. Exit interviews
 - l. Termination records

The following documents/information should **NOT** be kept in the personnel file

- a. Medical/insurance records
 - b. EEO/invitation to self-identify disability or veteran status records
 - c. Immigration (I-9) forms
 - d. Safety training records
 - e. Child support/garnishments
 - f. Litigation documents
 - g. Workers' compensation claims
 - h. Requests for employment/payroll verification
2. The employee medical/benefit file will generally contain the following documents/information:
 - a. Medical/insurance enrollment forms
 - b. Child support/garnishments
 - c. Safety training records
 - d. Requests for employment verification

B. Records Maintenance

Personal information should be accurate and up to date. On a regular basis, the Human Resources Department will request from each employee, personal data including address, telephone number, marital status, insurance beneficiary, and persons to be contacted in the event of an emergency. Employees are advised to submit to Human Resources any personal changes within five (5) working days of the occurrence of the change.

The Agency maintains a personnel file on each employee. These files contain documentation regarding formal aspects of the employee's relationship with the Agency, including hiring documents, training records, performance documentation, salary history, and other employment-related records. Personnel records are restricted to employment-related decisions, unless needed for relevant and reasonable business purposes. Personal information such as medical, immigration, on-the-job injury reports will be maintained according to regulations governing such records.

An employee may request any of his/her records be provided to a third party. The employee shall make such request on a Records Release Authorization Form. The form must contain the social security number and the signature of the employee.

C. Access to Personnel Records

Employee files are maintained by the Executive Director and are considered confidential. No information will be released to other employees or persons outside of the Agency without the written consent or through appropriate legal processes (i.e., a legal subpoena, court order).

Recommended Actions:

1. Purchase a "pressboard" type file with four sections, labeling them as follows: Tab 1) employment/hiring, Tab 2) performance management, Tab 3) payroll information, wage garnishments, Tab 4) miscellaneous.
2. Create a records management program with instructions for maintaining, storing, and reviewing the files. The following sample may be used to establish the records management program.
3. The HR Department should conduct an audit of a sampling of personnel files each year to ensure all files meet the minimum information/document requirements.
4. The HR Department should establish an annual reminder (preferably January of each year) to staff that requests they complete the new W-4 form.

Form 6: Electronic Communication Employee Acknowledgment Form

I acknowledge that all electronic communication systems and all information transmitted by, received from or stored in these systems are property of the Point Pleasant Housing Authority. I also understand that these systems are to be used solely for job-related purposes and not for personal purposes, and that I have no expectation of privacy in connection with the use of this equipment or with the transmission, receipt or storage of information in this equipment.

I agree not to use any Agency equipment to solicit for business ventures, personal parties, social meetings, political or religious causes or other matters not connected to the Agency's business.

I agree not to use a code, access a file or retrieve any stored communication unless authorized. I acknowledge and consent to Agency monitoring my use of this equipment at any time at its discretion. Such monitoring may include printing and reading all email entering, leaving or stored in these systems, and listening to my voice-mail messages in the ordinary course of business.

I agree to follow all of the rules in the Agency policies concerning electronic communications systems and understand that I may be disciplined, up to and including discharge, for violations.

Employee Name (Print please)

Employee's Signature

Date

Authorized Agency Representative

Date

Form 7: HIPAA Employee Confidentiality Agreement

I understand that as an employee of the Point Pleasant Housing Authority (herein referred to as Agency), the use and disclosure of patient information is governed by the rules and regulations established under HIPAA, the Health Insurance Portability and Accountability Act of 1996. I acknowledge that during the course of performing my assigned duties at the Agency I may have access to, use, or disclose confidential health information. I hereby agree to handle such information in a confidential manner at all times during and after my employment and commit to the following obligations:

1. I will use and disclose confidential health information only in connection with and for the purpose of performing my assigned duties.
2. I will request, obtain or communicate confidential health information only as necessary to perform my assigned duties and shall refrain from requesting, obtaining or communicating more confidential health information than is necessary to accomplish my assigned duties.
3. I will take reasonable care to secure confidential health information on my computer and will take steps to ensure that others cannot view or access such information. When I am away from my workstation or when my tasks are completed, I will log off my computer or use a password-protected screensaver in order to prevent access by unauthorized users.
4. I will refrain from using portable storage devices such as jump or flash drives, CDs, DVDs, Zip drives unless specifically authorized in writing by the Executive Director .
5. I will not email any individually identifiable patient information outside of the Agency network.
6. I will not disclose my personal password(s) to anyone without the express written permission of the Executive Director , or record or post it in an accessible location and will refrain from performing any tasks using another's password.
7. I will use and disclose confidential health information solely in accordance with all state and federal laws and the Agency's policies set forth above or elsewhere. I also agree to familiarize myself with any periodic updates or changes to such policies in a timely manner.
8. I will immediately report any unauthorized use or disclosure of confidential health information that I become aware of to the Executive Director.
9. All patient data, email, and other data gathered or used during my employment is the sole property of the Agency.

I also understand and agree that my failure to fulfill any of the obligations set forth in this Agreement and/or my violation of any terms of this Agreement shall result in my being subject to appropriate disciplinary action and/or Termination.

Employee's Signature

Date

Authorized Agency Representative Signature

Date

Form 8: Employee's Use of Personal Vehicle for Agency Business

Driver authorization is necessary if an employee's written job description requires the employee to use his/ her personal vehicle to conduct Agency business. Authorization is to be updated annually or when there is a change to the driver's license class, driving restrictions, or state of issuance.

Employee Driver's Name _____ Driver's License Number _____
Work Phone _____ License Issuing State _____
Work Email _____ Class License _____
License Expiration Date _____

Required Agency Driver Training Course Completion Date (MM/DD/YY): _____

Employee ID _____ Job Title: _____ Department _____

Provide reason why employee is required to use a personal vehicle (as found in his/her written job requirement):

EMPLOYEE ACKNOWLEDGEMENT for USE of PERSONAL VEHICLE for AGENCY BUSINESS

This is to certify that if authorized to drive my personal vehicle on Agency business, I will maintain at least the minimum vehicle full coverage required by state law. Further, I acknowledge I will follow the Agency's vehicle use and accident reporting requirements; and I agree to notify my direct supervisor should any of the following change on my license: state of issuance, license class, or driving restrictions. I authorize the Agency to obtain my Official Driving Record (ODR) as necessary to verify that my driving license and driving record meets Agency's standards for drivers.

Employee's Printed Name: _____

Employee Signature _____ Date _____

AGENCY AUTHORIZATION:

By signing this form, the Agency verifies that the above employee is approved by the Executive Director to drive their Personal Vehicle on behalf of Agency business. The Agency also verifies that the employee has been made aware of the vehicle use guidelines and accident reporting requirements (See Personnel Policy Section 8.J).

Authorized Agency Representative's Signature

Date

Form 9: Code of Ethics and Professional Conduct Agreement

The employees of the Point Pleasant Housing Authority (herein referred to as Agency) hold their respective positions with the Agency as a public trust for the benefit of the people it. Honesty, integrity, and a spirit of public service are the basis of that trust. Accordingly, in all matters related to the Agency, its employees are to conduct themselves in a manner that places service to the clients, tenants, program participants, vendors, and community, above their own personal interests. Where the potential for such conflict exists, employees should identify such situations, disclose the potential conflict to the appropriate person or persons, and take whatever steps may be warranted by the situation.

1. Employees shall comply with federal and state laws which govern the conduct of public officers. To the extent any provisions in these standards of conduct conflicts or are inconsistent with a provision of 2CFR Part 200 and State Statutes.
2. Employees shall adhere to all laws providing equal opportunity to all clients, tenants, program participants, vendors, and community who do business with the Agency. Employees shall not engage in any form of harassment or discrimination, including harassment or discrimination on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, age or disability either at the workplace or in any context dealing with Agency business, and/or the business of its instrumentalities and/or affiliates.
3. Employees shall conduct Agency business in a manner which inspires public confidence and trust.
4. Employees shall act impartially and shall neither dispense, nor accept special favors or privileges that improperly influence or may improperly influence the performance of their official duties.
5. Employees shall not improperly disclose confidential information gained by reason of their public position.
6. Employees shall not knowingly engage in business with the Agency, its instrumentalities and/or affiliates, hold financial interests, or engage in outside employment when such actions are inconsistent with the diligent performance of their official duties.
7. Employees shall not attempt to improperly influence Agency decisions in matters relating to prospective employees with whom employment has been accepted or is being negotiated.
8. Employees shall not knowingly invest in businesses that transact business with the Agency unless they fully disclose the nature of their investment.
9. Employees shall always attempt to exhibit honesty, integrity and professionalism while conducting business on behalf of the Agency. In order to aide Commissioners of the Agency and Directors in fulfilling their fiduciary duties, all employees of the Agency shall attempt to provide Commissioners of the Agency and Directors with true, accurate and documented information concerning Agency matters.
10. Employees shall not solicit, accept or retain any personal benefit, gift, favor, service, loan, fee, bribe, kickback or other compensation (collectively, "consideration") in exchange for of the Agency. Employees may accept gifts of unsolicited items of de minimis market value or gifts that, from a reasonable person's standard, are clearly motivated by a family relationship or personal friendship between the giver and receiver, even if the giver has a business relationship with the Agency.
11. Employees who run for elective office may accept campaign contributions that are lawfully made, recorded and disclosed pursuant to applicable federal and state laws.

12. Employees shall file all financial disclosure statements required by law with the appropriate agencies who record such disclosures.
13. Employees shall strive to avoid situations creating the appearance that they are violating any of the standards of conduct set forth in this document.
14. Employees who are unsure whether taking action or refraining from action would violate any of the standards set forth in this document should seek guidance from appropriate sources.
15. For noncompetitive matters pending before the Agency, interested parties may have contact with the employees, if necessary, without having to adhere to any formal Agency disclosure process. The Agency hopes that such parties would be cognizant and respectful of the limited resources, including time, available to the employees of Agency.
16. For any matter pending before the Agency, competitive or noncompetitive, employees may contact anyone, including interested parties or agents of interested parties, in the course of investigating the matter for the purpose of making a recommendation to the Agency. However, if an interested party has submitted a proposal, application, bid or response to a solicitation, request, notice or invitation to do so, for a competitive matter pending before the Agency, and that party desires to communicate with an employee for the purpose of lobbying for the interested party's proposal, application, bid or response, the interested party or anyone acting at their direction or on their behalf may do so only by complying with the Agency's Code of Ethics.
17. Any employee shall report violations of this Code of Ethics to the Executive Director or his/her designee.
18. There will be no retaliation against any employee who makes a good faith complaint concerning violations of this Code of Ethics, regardless of whether it is ultimately determined that such violation has in fact occurred. Nor will there be any retaliation against any employee who provides information in the course of an investigation into alleged violations of this Code of Ethics.
19. All personnel at the Agency have a responsibility to be sensitive to and deal with violations of this Code of Ethics. This responsibility includes monitoring all relevant work activities and the Executive Director or his/her designee, if it is reasonably believed that a violation of this Code of Ethics has occurred. Any such report shall be investigated regardless of whether a formal complaint has been made.
20. Any employee determined to have committed a violation of this Code of Conduct shall be subject to disciplinary action, up to and including termination pursuant to the Agency Personnel Policy.

Employee Signature

Print Name

Date

Form 10: Drug & Alcohol-Free Workplace Policy Acknowledgment

I, _____ hereby acknowledge that I have received and
(print name)
read a copy of the Point Pleasant Housing Authority's (herein referred to as Agency) Drug and Alcohol-Free Workplace Policy ("Policy").

I understand it is the policy of the Agency that the unlawful manufacture, distribution, dispensation, possession, use of a controlled substance, or the abuse of alcohol by employees is prohibited in the workplace, on Agency time, on Agency property, or in other circumstances which might adversely affect the Agency. Violations of the policy will result in disciplinary action up to and including dismissal.

In conjunction with my receiving a copy of the Agency's Drug and Alcohol-Free Workplace Policy, I further acknowledge, and agree to, the following:

1. I have read the Policy and have had the opportunity to ask questions about the Policy and the consequences for violating any terms of the Policy.
2. I understand that my compliance with all terms of the Policy is a condition of my employment with the Agency, and I agree to abide by all terms of the Policy.
3. I agree to notify the Executive Director or his/her designee of any criminal drug or alcohol statute violations within the same work period of receiving the citation. I also agree to notify the Executive Director or his/her designee of any criminal drug or alcohol statute conviction not later than five (5) calendar days after the conviction.
4. I agree to drug testing as required under circumstances that may include post-accident, return to duty, follow-up, and reasonable suspicion.
5. I authorize the lab and/or Medical Review Officer, or designee retained by the Agency to release test result information to the Agency.

Employee's Signature

Date

Form 11: Substance Abuse Test Consent Form

1. I, _____, do hereby give my consent to the Point Pleasant Housing Authority or it's agent to collect a urine and/or blood sample from me or conduct a breath test, as may be required under conditions of the Agency's Drug-Free and Alcohol Workplace Policy (See Section 2.J.).
2. I further give my consent to the Agency to forward the sample(s) to the appropriate Drug/Alcohol Testing Facility for its performance of appropriate test thereon to identify the presence of drugs and/or alcohol.
3. I _____ further give permission to release the results of such test to the Executive Director, or his/her designee.

List any prescription or non-prescription drugs taken in the last thirty (30) days:

Drug	Date Last Taken	Prescribing Physician

I certify that I have not adulterated or substituted any sample given.

 Employee Signature

 Date

 Executive Director Signature

 Date

Use back of form if more space is needed

Form 12: Telecommuting or Remote Work Agreement

Telecommuting is a voluntary agreement between the Executive Director and the employee to work by telecommuting and/or remotely working. This agreement begins on _____ and continues until _____ and must be renewed. It can be discontinued at any time by either party with a _____ days' notice and without adverse repercussions. If a Shelter in Place Order is issued by federal, state or local authorities this agreement may be extended per the discretion of the Executive Director .

1. The employee will telecommute to the following alternative worksite _____(Home).
2. In office days will be _____. Home office days will be _____. The telecommuter agrees to be available during the assigned business hours of _____ to _____ for communication through such methods as dedicated phone line, voice mail, modem, fax, text, etc., and agrees to respond within _____minutes/hours. Employee initiated schedule changes must be with advanced approval by the Executive Director .
3. The duties, obligations, responsibilities and conditions of the telecommuter's employment with the Agency remain unchanged. The employee's salary, retirement, annual leave benefits, and insurance coverage shall remain the same.
4. Work hours, overtime compensation, use of annual leave will conform to Agency policies and procedures, departmental guidelines, or to the appropriate corrective bargaining agreement (if applicable), and to the terms otherwise agreed upon by the employee and the Executive Director.
5. The telecommuter agrees to maintain a safe and ergonomically sound work environment, to report work-related injuries to the Executive Director at the earliest opportunity, and to hold the Agency harmless for injury to others at the telecommuting location. The employee agrees to allow an authorized Agency representative to inspect the home office as needed.
6. The telecommuter agrees to provide a secure location for Agency-owned equipment and materials, and will not use, or allow others to use, such equipment for purposes other than Agency business. All equipment, records, and materials provided by the Agency shall remain Agency property. The telecommuter agrees to allow the Executive Director or his/her designee reasonable access to its equipment and materials.
7. The telecommuter agrees to return Agency equipment, records, and materials within five (5) days of termination of this agreement. All Agency equipment will be returned by the employee for inspection, repair, replacement, or repossession with five (5) days written notice.
8. The Agency may pay for the following expenses:
 - Charges for business related telephone calls.
 - Equipment and office supplies
 - Maintenance and repairs to Agency owned equipment. and,
 - Employees will submit claims on an Expense Report along with receipt, bill or other verification of the expense.

9. The Agency will not pay for the following expenses:
 - Maintenance or repairs of privately-owned equipment;
 - Utility costs associated with the use of the computer or occupation of the home;
 - Travel expenses (other than authorized transit subsidies) associated with commuting to the central office.
10. The telecommuter agrees to seek advanced approval by the Executive Director to use annual or other leave credits. Overtime to be worked must be approved in advance by the Executive Director.
11. The telecommuter will implement the steps for good information security in the home-office setting and will check with the Executive Director when security matters are an issue. The telecommuter has a copy of the Agency's security requirements and procedures.
12. Management retains the right to modify the agreement on a temporary basis as a result of business necessity (for example, the employee may be required to come to the office on a particular day), or as a result of an employee request supported by the Executive Director.

I have read this Telecommuting Agreement and agree to its terms.

Telecommuter's Signature

Date

Executive Director 's Signature

Date

Form 13: Flexible Work Schedule Request

Employee Name

Title

Department

Start Date:

Exempt (Not eligible for overtime)

Non-Exempt (Eligible for Overtime)

I understand the Agency's core hours are 8:00 a.m. to 4:30 p.m. and I request that I be permitted to work the alternative work schedule outlined below. I believe my work can be completed within this schedule with no loss of customer service to Agency clients, program participants, or vendors or to others in my department.

Fixed Flex Schedule requested:

7:00 a.m. – 3:30 p.m.

9:30 a.m. – 5:30 p.m.

Other: Schedule must be submitted in writing to the Executive Director

Compressed Workweek:

Hours Per day: _____

Total Hours per week: _____

Days of the Week:

Monday

Tuesday

Wednesday

Thursday

Friday

I understand that the Executive Director may require me at any time for any reason to return to the regular work schedule. I agree to do so upon request. I also understand that I must submit a Flexible Work Schedule Request to make a change in this schedule, including a change back to regular work hours, and that I must submit a new request at the beginning of each fiscal year.

Employee's Signature

Date

APPROVED: Yes No

By signing below, the Executive Director attests that he/she will be able to adequately supervise the employee on the flexible schedule.

Executive Director

Date

Form 14: Authorization Release of Personnel Records/Medical Information

I, _____, hereby authorize the _____
(Employee Name) (Agency Name)

to release medical information contained as part of my personnel file, as specified below:

Name: _____ Title: _____

Organization: _____

I authorize the release of the following medical information as may be contained as part of my personnel file:

- Sick leave records, including verification statements of my medical condition
- Family Medical Leave Act records on my family members, or myself as they relate to my employment.
- Departmental records of accommodation requests under the Americans with Disabilities Act and supporting documentation held in the department file.
- Workers Compensation records
- Medical Leave requests and supporting medical information.
- Specific Work Injury Reports (List):

- Other:

Scope of Release:

- Release the above noted records only as they relate to a specific time frame as specified:

I authorize this release with full knowledge of the content of the documents designated, which may include medical diagnoses as treatments. This authorization shall be valid for a period of one (1) year from the date specified below.

Signature of Employee or Legal Representative

Date

Form 15: Authorization for Release of Information Protected by State/Federal Law

I authorize the release of data and information related to: (Check the appropriate box)

- | | | |
|--|--|--|
| <input type="checkbox"/> Substance Abuse
(alcohol/drug abuse) | <input type="checkbox"/> Mental Health
(includes psychological testing) | <input type="checkbox"/> HIV Related Information
(AIDS related testing) |
|--|--|--|

Signature of Employee or Legal Representative

Date

Note: In order for this information to be released, you must sign here. Check all appropriate box(es).

Form 16: Authorization for Release of Personnel Records

I, _____, hereby authorize the Point Pleasant Housing Authority.
(Employee Name)

To release my personal records, as specified below, to:

Name: _____ Title: _____

Organization: _____

I authorize the release of the following Personnel file information:

- Employment Application
- Payroll / Salary records
- Letters of Commendation/Discipline
- Performance evaluations
- Annual Leave use records
- All Records in the departmental personnel file
- Other (Specify) _____

This Authorization shall be valid for a period of one (1) year from the date of signature.

Signature of Employee

Date of Signature

Note: The Authorization for the Release of Personnel Records shall be presented to Executive Director, and such releases shall become a part of the employee file.

Form 17: Request for Educational Assistance

Date: _____

Employee Name: _____ Title: _____

Department: _____

Course Name (s): _____

Course Dates: _____ to _____

Degree Sought: _____
(if applicable)

If degree program, estimated time period for completion: _____

Name of Institution: _____

Address of Institution: _____

Course(s) Expenses:

Tuition: _____

Registration: _____

Fees: _____

Total: _____

Development Objective (what long-term goal is this program/course(s) intended to help you reach):

Value of Degree Program/Course(s) to the Point Pleasant Housing Authority:

If seeking a degree program, please attach a brief outline of the courses included in the program from the college catalog or program brochure (necessary for initial request only). I understand that if this request is approved, reimbursement will be contingent upon successful completion (a grade of **B** or better for graduate courses; a grade of **C** or better for undergraduate courses) of each course and submission of all receipts and paid bills within sixty (6) days thereafter. I further understand that failure to successfully complete any course(s) will result in monies owed to the Point Pleasant Housing Authority.

Employee Signature

Date

Form 18: Education Assistance Authorization Form

The request for Educational Assistance is:

Approved Disapproved Disapproved at this time

Reason (if disapproved):

Executive Director's Signature

Date

ADVANCEMENT
(to be made when classes begin)

Date: _____

Advance in the amount of \$ _____ is approved.

Expense should be changed to _____.

REIMBURSEMENT
(to be made after successful completion of course(s))
B for graduate, C for undergraduate)

Date: _____

To: Accounting Department

Reimbursement in the amount of \$ _____ is approved.

Expenses should be charged to _____.

Form 19: Bloodborne Pathogen, Contagious or Infectious Disease

COMPLETE AND PROVIDE EXPOSURE INCIDENT REPORT to the Executive Director WITHIN 24 HOURS OF INCIDENT. IF MEDICAL ATTENTION IS SOUGHT, A COPY OF THIS FORM SHOULD BE PROVIDED TO THE MEDICAL PROVIDER BY THE EMPLOYEE.

Employee: _____ Date of Exposure: _____
_____ Date Reported: _____ Time of Exposure (if
known): _____ Site: _____ Unit # _____ Tenant

Involved: Yes No

Tenant Name: _____

Non-Tenant(s) Involved: Yes No Name: _____ Cell # _____

Name: _____ Cell # _____

Were there witnesses? Yes No Name: _____ Cell # _____

Name: _____ Cell # _____

Description of Exposure Incident (attach more sheets if needed): _____

Did tenant or others present refuse to wear a face cover or practice social distancing? Yes No

Was blood present? Yes No Were other bodily fluids present? Yes No

Was there exposure to skin? Yes No Is your skin intact (no cuts or abrasions)? Yes No

Is there a known source of exposure? Yes No *If 'yes', describe:* _____

Signature _____ Date _____

Form 20: EEO Grievance and Appeal Form

AGENCY OFFICIAL USE ONLY:	
Date Received: ___/___/___, By: _____	_____
	(Signature)
_____	_____
(Print Name)	(Print Title)

(All sections of this form must be completed, if unknown or not applicable write "N/A")

Date submitted to Agency: _____ Hire Date (if applicable): ___/___/___

Employee's or Other Alleged Victim's Name: _____

Home Phone: _____ Email: _____

Address: _____

Title: _____ Dept: _____

Supervisor: _____

Type of Grievance:

- | | | | |
|---|-------------------|---|-------------------|
| <input type="checkbox"/> Discharge | Date: ___/___/___ | <input type="checkbox"/> Wage Claim | Date: ___/___/___ |
| <input type="checkbox"/> Suspension | Date: ___/___/___ | <input type="checkbox"/> Working Conditions | Date: ___/___/___ |
| <input type="checkbox"/> Warning letter | Date: ___/___/___ | <input type="checkbox"/> Harassment | Date: ___/___/___ |
| <input type="checkbox"/> Other _____ | Date: ___/___/___ | | |

Was grievance discussed with the Executive Director?

Yes No Your Supervisor Name & Title: _____

Date: ___/___/___ If no, state reason: _____

Was grievance discussed with Agency employees or officials? Yes No

If no, state reason: _____

If yes, list names, titles and dates below:

Name/Title: _____ Date: _____

Name/Title: _____ Date: _____

Name/Title: _____ Date: _____

The Point Pleasant Housing Authority
Personnel Policy Manual

Was grievance discussed with other individuals?

Yes

No

If yes, list names, titles and dates below:

Name/Title: _____ Date: _____

Name/Title: _____ Date: _____

Name/Title: _____ Date: _____

Name/Title: _____ Date: _____

Date, time, & place of event leading to grievance:

Incident Date: __/__/__

Date you became aware of the event (if different from incident date):

Date: __/__/__

Detailed description of grievance, including names of other persons involved, if any (use additional page, if needed, titled "Attachment A, Description Continued" and attach to this form):

Were there any witnesses to above incident?

Yes

No

If yes, list names, titles and dates below:

Name/Title: _____

Name/Title: _____

Name/Title: _____

Name/Title: _____

Proposed solution to above grievance:

I solemnly swear (or affirm) that the above statement is true and accurate to the best of my knowledge and belief.

Employee's or Another Alleged Victim's signature

Date: _____

If this form is completed by a third party.

Employee's or Another Alleged Victim's signature

Date: _____

Grievant: Provide a completed copy of this form to the Executive Director and retain a copy(ies) to provide Agency officials at the grievance step(s) (see Grievance Policy Section 3.S.). If you do not receive a response within ten (10) working days or disagree with the action taken, you may submit a copy of this grievance form with a written "Statement of Refusal" and request to continue with the next Step of resolution to the Agency's Executive Director .

Step	Grievance Submitted to (please print name):	Date	Grievant's Signature	Date
1				
2				
3				

**Form 21: Employee Acknowledgement Receipt
Regarding the Personnel Policy Manual & At-Will-Employment**

I acknowledge having read the Personnel Policy Manual (the "Manual") of the Point Pleasant Housing Authority (the "Agency"). I will familiarize myself with the information in the Manual, will seek verification or clarification where necessary, and will comply with the policies, benefit requirements, and procedures pertaining to the Agency.

I understand and acknowledge that failure to abide by the policies contained herein, including changes, additions, modifications, and/or alterations could result in disciplinary action up to and including termination. I further understand and acknowledge that my continued employment is evidence of my acceptance to abide by any and all changes, additions, modifications, and/or alterations made in the future and presented to employees, whether or not I have signed an acknowledgment of such changes.

I understand that the Manual is to be used as a guide to the various policies, benefits, and information pertaining to my employment. **I recognize that no part of the Manual should be construed as any type of contract – formal, informal, or implied.** Any such modification must be in writing and signed by the employee and the Executive Director. I recognize the Agency's right to make unilateral changes in the content, interpretation, or application of the Manual at any time the Agency deems appropriate.

Furthermore, **I understand and acknowledge that absent a written contract, to the contrary, signed by the Executive Director or other authorized Agency officer and I, my employment is terminable at the will of either the Agency or myself at any time for any reason or no reason and without notice.**

I understand that this Manual is Agency property and must be returned along with all other Agency property upon leaving employment with the Agency for any reason.

Employee's Signature

Employee's Printed Name

Date

Copy: Personnel File

NOTICE

The Nelrod Company has made its best efforts to comply with regulations, laws, and Federal/local policies. The Nelrod Company does not offer advice on legal matters or render legal opinions. We recommend that the Agency's general counsel and/or attorney review this policy prior to approval by the Board of Commissioners.

The Nelrod Company is not responsible for any changes made to these policies by any party other than The Nelrod Company.



ACCUWAGE
SALARY STUDY
A Division of Metrod Company

The Metrod Company®

THE POINT PLEASANT HOUSING AUTHORITY

HOUSING AUTHORITY

Personnel Policy Manual

Effective Date: October 1, 2022

