

# Housing Authority of the City of Lumberton

March 22, 2016



## PERSONNEL POLICIES

PREPARED BY:

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**HOUSING AUTHORITY OF THE CITY OF LUMBERTON**  
**Lumberton, North Carolina**

**Employee Personnel Policy Manual**

Adopted by Agency Board of Commissioners

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Authorized Use by Housing Authority of the City of Lumberton

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**Housing Authority of the City of Lumberton  
PERSONNEL MANUAL**

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**Housing Authority of the City of Lumberton  
EMPLOYEE ACKNOWLEDGEMENT RECEIPT REGARDING  
THE PERSONNEL MANUAL**

I acknowledge having read the Personnel Manual (the "Manual") of the Housing Authority of the City of Lumberton (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, even if the changes to be implemented have not been communicated, reprinted, or substituted in the Manual or elsewhere.

Furthermore, **I understand and acknowledge that absent a written contract, to the contrary, signed by the Executive Director or other authorized Agency officer and me, my employment is terminable at the will of either the Agency or me 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



## **SECTION 1: WELCOME TO HOUSING AUTHORITY OF THE CITY OF LUMBERTON**

The Housing Authority of the City of Lumberton (the “Agency”) is pleased to present you with a copy of our Personnel Manual (the “Manual”) to read. The Manual is designed to keep you informed of many of the policies of the Agency. It is a summary of the principles we uphold and the responsibilities you assume as an employee.

Our primary mission is providing area low-income families with housing that is decent, safe, sanitary, and in good repair. The Agency wants all employees to enjoy working here. That is one reason we provide good pay, benefits, and a work environment conducive to high morale. For the benefit of all concerned it is important for employees to:

Render a full day’s work for a full day’s pay and observe the spirit as well as the letter of the rules and regulations promulgated to govern official conduct.

**The Agency is an at-will employer, and employees should understand that, absent a written contract, to the contrary, employment is not offered or promised for any specific length of time. Employees have the right to terminate employment at any time for any reason or no reason and with or without notice, and the Agency has the same right. 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.**

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 the Executive Director. Each employee’s continued employment constitutes acceptance of such changes.

The policies contained to herein supersede all previous policies and/or handbooks.

Each employee will be provided a copy of this document to read at the time of hire. An acknowledgment form is located at the front of this manual, which shall be signed by the employee and placed in his/her official personnel file.

Please read the Manual carefully. If you have any questions concerning the policies or benefits outlined, ask your supervisor or the HR Designated Representative about them.

It is our hope that adherence to the policies in this Manual will make your employment with the Agency productive, enjoyable, and mutually rewarding.

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 Manual as an attachment. All employees are required to adhere to this Personnel Policy and any future changes to this policy deemed necessary by the Executive Director and approved by the Board of Commissioners.

### **B. Personnel 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 their supervisor or another member of management.
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, Regulations, Procedure Manuals, Guidebooks, and 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 Housing Authority of the City of Lumberton 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 preference, 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. 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. An Indian Housing Authority established pursuant to tribal law shall comply with applicable civil rights requirements, as set forth in Title 24 of the Code of Federal Regulation.
  - b. In connection with the development or operation of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual preference, 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 preference, 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 project, 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 projects, 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 preference, 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. It is against Agency policy for any employee to harass any employee 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 preference, national origin, age, disability, 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.
  - a. 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 preference, national origin, age, disability, veteran status, other protected class or status, or that of his/her relatives, friends or associates and that:

- b. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
  - c. Has the purpose or effect of unreasonably interfering with an individual's work performance.
  - d. Otherwise adversely affects an individual's employment opportunities.
- 2. 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; by using an employee's submission to or rejection of such conduct as the basis for or a factor in any employment decision affecting the individual; 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.
- 3. The creation of an intimidating, hostile, or offensive work environment may include such actions as persistent comments on an employee's sexual preferences, 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 preference, national origin, age, disability, veteran status, 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.
- 4. 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.
- 5. 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.
- 6. 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, including supervisors, will be subject to severe disciplinary action up to and including termination for any harassing or sexually harassing behavior.

7. Employees who believe they have been subjected to harassment or sexual harassment should immediately report the alleged harassment to their supervisor. If the supervisor is the source of the alleged harassment, employees should report the problem to the supervisor's superior. (See Grievance Procedures Policy.)
8. Supervisors who receive a harassment or sexual harassment complaint should report the complaint to the Executive Director.
9. 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.
10. Employees who are dissatisfied with an investigating supervisor's resolution of a harassment or sexual harassment problem may file a complaint in accordance with the Agency's voluntary grievance procedures. (See Grievance Procedures Policy)
11. No employee should be subject to any form of retaliation or discipline for pursuing a harassment or sexual harassment complaint.
12. The Agency recognizes that the issue of whether harassment or sexual harassment has occurred requires a factual determination based on all the evidence received.
13. 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.
14. 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. Disability**

The Agency is committed to providing equal access to employment opportunities for persons with disabilities. It is the policy of the Agency to abide by both the letter and spirit of the Americans with Disabilities Act (ADA) as amended and including the ADA Amendments Act of 2008. 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. The Agency prohibits all discrimination against “qualified individuals with disabilities.” This includes applicants for employment and current employees. The Agency also forbids discrimination against persons because they have a known association or relationship with an individual with a disability.
2. 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.
3. The Agency requires the ability to perform “essential” job functions to ensure that an individual with a disability will not be considered unqualified simply because of the inability to perform marginal or incidental job functions. If the individual is qualified to perform essential job functions, except for limits caused by a disability, the Agency will consider whether the individual could perform these functions with a reasonable accommodation.
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.
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. Supervisors who receive a request for an accommodation should:
  - 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
  - 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. Confer with the Executive Director. The Executive Director will make recommendations and a final decision regarding reasonable accommodation. 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.

## **G. 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 hand smoke. All tobacco products are prohibited in the workplace except in designated areas. Tobacco products include but are not limited to cigars, cigarettes, pipes, snuff, chewing tobacco, e-cigarette, and other forms of smokeless tobacco. Smoking illegal substances is prohibited.

The Smoke/Tobacco-Free Workplace policy applies to:

1. All areas of buildings occupied by Agency employees.
2. All Agency sponsored off-site conferences and meetings.
3. All vehicles owned or leased by the Agency.
4. All contractors, vendors and/or their employees working on Agency premises.
5. All temporary employees.
6. Smoking is prohibited with fifty (50) feet of entrances for all Agency buildings.
7. All materials used for smoking in designated smoking areas, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

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.

Violation of this policy will be subject to disciplinary action up to and including immediate termination.

## **H. Drug-Free 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.

2. Notification of Conviction

If convicted of a criminal drug offense which occurred while an employee of the Agency, the employee is required to report the conviction to the HR Designated Representative 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 any beverage that may be legally sold and consumed, and that has an alcoholic content in excess of .5% by volume.
- b. **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.
- c. **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).
- d. **Illegal drug** – means any drug or controlled substance, the sale or consumption of which is illegal.
- e. **Specimen** – means urine, blood, breath, saliva, or hair.

- f. ***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; trichloro-ethylene.
- 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. At the request of the Agency, based on reasonable suspicion or evidence of illegal sale, possession, or use of controlled substances, employees must submit to a search of items within the employee's work area, and any personal vehicle brought on Agency premises or worksites or used on Agency business.

8. Applicant Testing

All persons who seek employment for any 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 supervisor 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 or
  - ii. Has violated the Agency’s written work rules against the use, possession, sale, or transfer of drugs, alcohol, or inhalants.
- c. **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 EMIT immunoassay. 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 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 MRO and/or HR Designated Representative 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, random test, reasonable suspicion test, or any other test administered in accordance to this policy;
  - v. Testing positive for controlled substance(s) in a post-accident test, random test, reasonable suspicion test, 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 a drug or alcohol treatment program. An employee who is so required will be evaluated for drug and alcohol use by a professional in this field. Where such an evaluation is scheduled, the Agency will pay the cost. 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. Eligible employees may apply for these benefits in accordance with the terms of available coverage.
- 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. Inspection on the Agency's Premises:
- j. The Agency reserves the right, when having reasonable suspicion, to search any person 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 (Section 2-H). 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 HR Designated Representative and/or 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 be the Secretary of the Board of Commissioners 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. 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.
3. 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.
4. 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.
5. 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 preference, 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.
6. 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.

7. 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.
8. 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.
9. 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. Procedures for obtaining background information and recordkeeping relating to background checks shall be established and maintained by the HR Designated Representative.
4. Notification of the background screening requirements will be included in information provided to job candidates.
5. 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.
6. 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 HR Designated Representative.
7. 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.
8. 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.
9. 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 HR Designated Representative 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 HR Designated Representative within fourteen (14) calendar days of receiving written notice of the decision.

10. Consumer Report

Occasionally, the Agency may ask an outside firm for a consumer report. A consumer report contains information on the applicant/employee's credit worthiness, credit standing, credit capability, character, general reputation, personal characteristics, or mode of living.

Applicants/employees will be notified before the report is requested and asked for written acknowledgement and authorization of such request. Before the Agency relies on the results of the consumer report to deny the applicant/employee employment, the Agency will provide the applicant/employee with a copy of the report. If employment is denied, the Agency will give the applicant/employee an adverse action notice, which includes the name, address, and telephone number of the reporting agency and summary of rights under the Fair Credit Reporting Act.

#### 11. Reference Checks

An applicant for employment must provide at least three (3) references. 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.

### **D. 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 HR Designated Representative.
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 HR Designated Representative 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 HR Designated Representative.
  - d. Information contained in employee personnel files will not be released, 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.

## **E. 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 HR Designated Representative.
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.

## **F. 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.

## **G. 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 their supervisor. 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 as a whole, employment can be terminated immediately.

1. All new employees shall serve an introductory/evaluation for the term period of one hundred eighty (180) 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. A supervisor, with approval by the Executive Director, may require an additional one hundred eighty (180) days extensions of the introductory/evaluation period for justifiable reasons, such as:
  - a. The supervisor 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 supervisor'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.

## H. 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" (defined in the ACC as spouse, mother, father, brother, sister, or child of a covered class member, whether as a blood relative, or as a "half" or "step" relative, e.g., a half-brother or stepchild) belonging to one of the following class members. This shall remain in effect throughout the class member's tenure, and for one year thereafter.

1. Any present or former member or officer of the governing body of the Agency. There shall be an exemption from this prohibition of any former resident commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy making position with any present or former member or officer of the governing body of the Agency.
2. Any employee or any present or former member or officer of the governing body of the Agency who formulates policy or who influences decisions with respect to the Project(s).
3. Any public official or member of the local governing body, or state or local legislator, who exercises functions or responsibilities with respect to a project(s) of any present or former member or officer of the governing body of the Agency.

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).

No Agency organizational department head (department, division, etc.) shall have any member of his/her immediate family serving in his/her organizational unit. **There are no exceptions to this policy.**

## I. 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.

The Agency will not employ individuals under the age of 18 years unless the minor is participating in a government sponsored work experience program and is 16 years of age or older and provides proper work permits.

## J. 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 and the employee's supervisor. 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 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.

## **K. Community or Other Service Positions**

An employee engaged in a community or other service position must not conduct work related to that position during regular working hours for the Agency.

## **L. Resident Employment**

Consistent with Section 3, the Agency shall use resident employment as a prime vehicle for resident upward mobility. Such employment helps the resident 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 PHA (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 Resident:
  - 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 residents, annually.

## **M. 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 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 hiring supervisor 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.

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

## **N. 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.

## **O. 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 Evaluations 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.
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 HR Designated Representative or 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 their supervisor and/or the Executive Director. This statement will become a supplemental to the performance evaluation and may not change the overall rating.

6. Performance evaluation is a continuing process. Throughout the evaluation period, the supervisor should counsel the employee regularly, note areas where the employee needs improvement, and discuss these informally with the employee.
7. Salary merit increases may be recommended by the reviewing supervisor. 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.

## **P. Discipline and Correction**

The purpose of this policy is to establish a consistent program of actions to help Agency employees, and their supervisors 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 a supervisor or manager, 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 weapons 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 tardiness or absenteeism.
  - 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. Inappropriate 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 duties for the Agency residents in exchange for money and/or other goods and services during working hours.
  - 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.
  - 5. Management/Employee corrective action meetings may be conducted with another member of management or an appropriate employee present.
  - 6. A Management/Employee corrective action meeting form should be completed at the time of the management/employee meeting regarding disciplinary actions.
  - 7. Employees who believe they have been disciplined unfairly may follow the Agency Grievance Procedures (See Grievance Procedures Policy).

## **Q. 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. Continued employment with the Agency is at the sole and exclusive option of the Executive Director.

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 (vacation) leave may be paid by the Agency to those employees who are terminated.
  - b. Voluntary resignations mean when, the Agency receives a formal written notice, usually giving two (2) weeks' notice, that the employee will be leaving their job and gives a final date that they will be leaving.
  - c. Voluntary abandonment applies when the employee leaves their position by walking off the job without permission, fails to report for duty at the regularly scheduled time and/or does not call in to report the absence to the employee's supervisor and/or HR Designated Representative 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. We will also investigate all possible alternatives to discharge, 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.
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 terminating supervisor should 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 terminating supervisor and/or HR Designated Representative may conduct an exit interview.

## **R. Grievance Procedures**

The Agency's goal is to strive to identify and correct causes of employee dissatisfaction and to ensure all employees 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, the employee has the right to present complaints or grievances under the provisions of this 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 level.

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

1. 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 unfair or contrary to his/her best interests.

2. 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.
3. 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.
4. When the Executive Director determines that two (2) or more individual complaints are sufficiently similar in nature and remedy to permit their resolution through one proceeding, he/she may consolidate the complaints.
5. Employees who allege unlawful discrimination in retaliation for reporting a violation of law to an appropriate authority shall invoke this policy not later than fifteen (15) working days after the date the alleged violation occurred or was discovered by the employee or should have been discovered by the employee through the use of reasonable diligence. This type of complaint shall begin at Level Two. If the complaint is not resolved at that level, the Executive Director shall ensure that the matter reaches the Board of Commissioners expeditiously. Time lines for the employee and the Agency, set out in this policy, may be shortened or lengthened with mutual agreement by both parties to ensure that the Board of Commissioner's final decision is made within thirty (30) calendar days of the initiation of the complaint.
6. If an employee alleges in writing specific facts that, if true, would constitute a violation of the employee's common law, statutory, or constitutional rights, this type of complaint shall begin at Level Two.
7. The administration shall not unlawfully retaliate against any employee for bringing a complaint under this policy.
8. Complaints shall be heard in informal administrative conferences. All complaints arising out of an event or related series of events must be addressed in one complaint. An employee is precluded from bringing separate or serial complaints concerning events about which the employee has previously complained.
9. 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 working days. The appropriate administrator at each level shall respond to the employee within fifteen (15) working days of a complaint conference. Written complaints shall receive a written response. The employee has fifteen (15) working days after receiving a response to appeal to the next level. The complaint shall be considered concluded if the employee does not appeal within the time limit.

10. Procedures - If the informal meetings do not resolve the problem, then the following steps must be used in an attempt to resolve the problem. The employee may discontinue the procedure at any step. If any relevant supervisor or other representative designated to hear an appeal is out of the office during the time allotted for reaching a decision due to a regularly scheduled vacation, an emergency, business travel, or other similar bona fide reason, the time out of the office will not be counted as part of the allotted days. All requests for dispute resolution shall be maintained in a permanent grievance file to the extent that such documents are made available to or received by the Designated HR Representative.

**a. LEVEL ONE**

Employees should work to resolve work-related issues, misunderstandings, or problems as soon as reasonably possible after becoming aware of the issues or problem and are encouraged to make a good faith effort to resolve the problem by presenting the grievance or complaint to their supervisors personally or in writing within fifteen (15) working days of the event giving rise to the complaint.

Supervisors will attempt to meet with the employee and respond to the grievance within fifteen (15) working days.

The above time limits may be extended by agreement of both the employee and management.

When a problem or complaint involves a supervisor who functions at any step in the grievance procedure or if the supervisor is unavailable during the week following the event giving rise to the complaint, the employee may bypass that supervisor and contact the next supervisor in the management chain. If the matter is of such a nature that the employee does not wish to discuss the matter with the next supervisor in the management chain, the employee may appeal to the Executive Director as the final step in the management chain.

The Executive Director or his/her designee will investigate the complaint and will respond within ten (10) working days of 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.

**b. LEVEL TWO**

If the outcome of the complaint conference at Level One is not to the employee's satisfaction, the employee may meet with the Executive Director or his/her designee, within fifteen (15) working days after receiving the response to discuss the complaint.

Prior to the conference with the Executive Director, the employee shall submit a written description of the decision and complaint, the date it occurred, the remedy sought, and the date the employee conferred with his/her immediate supervisor. The

Executive Director may obtain written and/or personal participation by immediate supervisor and any other employees, or parties with relevant information.

If the grievance is against the Executive Director, then the employee may present a written request that the grievance be presented to the Board of Chairman. This request must be filed within ten (10) working days of the event giving rise to the complaint. This Board Chairman will render any decision with respect to the grievance. The hearing will be held within thirty (30) days of the receipt of the written request. The employee shall have the right to a private hearing unless he/she requests a public one. The employee has the right to present witnesses and to have legal counsel present. Both the employee and the Executive Director shall be notified of the decision of the Board Chairman within ten (10) working days of the hearing.

**c. LEVEL THREE**

If the employee is not satisfied with the response from the Executive Director, they may submit a request in writing to the Executive Director that all documentation regarding the complaint is forwarded to the Board of Chairs for review. Upon such request, the Executive Director will submit the related information at the next regularly scheduled Board meeting. The Board at its sole discretion may determine whether to investigate further or to confirm the actions of the Executive Director. The employee will be notified within five (5) working days from the date of the Board meeting of the decision rendered by the Board of Chair. If the Board determines to pursue further investigation of the complaint, they will advise employee of the proposed actions and when a final response is anticipated.

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

## 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 four (4) classifications of employees:

1. Full-Time: To be in compliance with the Affordable Care Act, the Agency defines a Full-Time position as an employee hired for an indefinite period in a position for which the normal work schedule is thirty (30) or more hours per week (130 hours in one month) and is not a temporary or introductory status. An employee that works thirty (30) hours or more is considered as a Full-Time Equivalent (FTE) employee and is entitled to health care benefits if the Agency has 50 or more FTE employees.
2. Part-Time: An employee hired for an indefinite period in a position for which the normal work schedule is fewer than thirty (30) 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. Interim Appointment: A professional employee is hired to work on a non-permanent basis for a specific project or length of time.

### **C. Certifications/Training**

It is the policy of the Agency that specific personnel be 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. 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.
7. 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.

### **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 HR Designated Representative and/or 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 as a result 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 HR Designated Representative and/or 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 without 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 NOT continue to accrue vacation or sick leave during the period of suspension.
  - b. The employee must be given an opportunity to respond 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 who are given advance notice of termination in a RIF may be allowed flexibility in their work schedules to pursue other positions with their supervisor's approval. Employees who 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 will be compensated for the balance of accrued unused vacation leave. 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 area. 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. Administrative, 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.
2. 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.
3. 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.
4. 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.
5. The Agency may determine comparability or use consultants to conduct salary comparability surveys and studies.
6. Part A, Section 14(B) of the Annual Contributions Contract states "No funds of any project 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. Salary Ranges**

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 Housing Authority of the City of Lumberton 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.

## **C. 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 supervisors' 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 at the discretion 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.

#### D. Pay Day

1. Regular full-time, part-time, temporary and "force account" employees are paid bi-weekly. For paydays that fall during the weekend, checks will be distributed on the Wednesday prior to the payday. If an Agency holiday falls on a payday, employees will receive their payroll checks on the last workday prior to the holiday.
2. Pay advances or early check pick-ups are not allowed. However, an employee may, upon written request to the employee's supervisor, and upon written authorization by the HR Designated Representative and/or Executive Director have the employee's paycheck routed to another employee in the employee's absence.
3. The following mandatory deductions will be made from every employee's gross wages: applicable federal income tax, social security tax (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.

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 his/her supervisor, with the approval of the HR Designated Representative and 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") 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 must be given on the next scheduled payday.
8. For employees terminated by the Agency, final check must 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 paychecks, 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 carefully. Any suspected payroll error(s) should be reported to the Human Resources Department along with copy of paycheck and details of suspected error.
13. Underpayment of less than \$50.00 will be included in the regular paycheck immediately following the Agency's discovery of the error. Underpayment of more than \$50.00 will be paid by manual check within three (3) working days of the Agency's discovery.
14. Overpayment of less than \$50.00 will be deducted from the regular paycheck immediately following the Agency's discovery of the overpayment. Overpayment of more than \$50.00 will be repaid through multiple payroll deductions based on a mutually agreeable schedule.
15. 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 HR Designated Representative 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.

## **E. Longevity Pay Plan**

Longevity pay is to recognize long-term, dedicated service through employment with the Agency. An eligible employee with at least five (5) years of total service shall receive a lump sum payment annually as outlined below. Payment shall be made during the same monthly pay period or by the second bi-weekly pay period following the date the employee is eligible to receive longevity pay. This includes employees on workers' compensation leave.

1. Eligible Employees – Full-time, permanent employees are eligible for longevity pay. Part-time, temporary, intermittent employees are not eligible for longevity pay.
2. Accrual – Annual longevity pay amounts are based on the length of total service and percentage of the employee's annual rate of base pay on the date of eligibility.

Longevity pay amounts are computed by multiplying the employee's base pay rate by the appropriate percentage from the following table:

Years of Total Service	Longevity Pay Rate %
5-9	1.00
10-14	1.50
15-19	2.25
20-24	3.25
25+	4.50

**NOTE:** Salary increases effective on the longevity eligibility date shall be incorporated in the base pay before computing longevity.

3. How Total Service is Defined - Total service is the time of full-time employment of employees with a permanent, trainee, and/or probationary appointment with the Agency. If an employee appointed is in pay status or is on authorized military leave or worker's compensation leave for one-half (1/2) or more of the regularly scheduled workdays and holidays in a pay period, credit shall be given for the entire pay period. If an employee's work schedule is less than twelve (12) months and the employee works all the months scheduled, the Agency shall credit time for the full year; however, if the employee works less than the scheduled time, the Agency shall credit time on a month for month basis for the actual months worked.
4. Separation-Prorated Longevity Payment – A prorated longevity payment shall be made to an eligible employee who retires, resigns or is otherwise separated before the date of annual eligibility. When an employee dies, payment shall be made to the estate. The longevity pay amount shall be computed on the salary as of the last day worked; then it is prorated by an amount equal to the proportion of the year worked toward the annual eligibility date.

**Example:** *The employee will receive 1/12 of the annual amount for each month worked toward the next longevity payment. Thus, if an employee received longevity on January 1 and separates on July 31, 7/12 of the full longevity payment would be paid.*

5. The payment should be made to the nearest cent rather than the nearest dollar. The only exception is if an employee has a fraction of a year toward the next higher percentage rate, the payment would be based on the higher rate.

**Example:** *If an employee has 19 years and 3 months service, the payment would be 3.25% rather than 2.25%. If the employee is reinstated, the balance of the longevity payment shall be made upon completion of additional service totaling twelve (12) months since the last full longevity payment. The balance due is computed on the annual salary being paid at the completion of the twelve (12) months.*

6. Appointment Change – If an employee's appointment changes to an appointment type that is ineligible for continued longevity pay, a prorated longevity payment shall be made as if the employee were separating from the Agency. Exception: The prorated payment is not required if the appointment change is of a temporary nature and will result in the employee returning to their longevity eligible appointment status prior their next annual eligibility date.
7. Military leave – If an eligible employee goes on extended military leave without pay, a longevity payment computed on a prorated basis shall be paid. The balance will be paid when the employee returns and completes a full year. Then, a full payment will be made on the employee's longevity date that was established before going on leave without pay.  
  
***Example:** Employee received longevity pay on 6/1/14 on 11 years; Employee went on extended military leave without pay on 9-1-14 (Agency pays prorated 3/12 longevity on 12 years); Employee reinstated on 12-1-15; Agency pays prorated 9/12 longevity effective 9-1-17 on 13 years (has 13 years 3 months total service); Agency pays full longevity effective 6-1-18 on 14 years.*
8. Short-term Disability - If an eligible employee goes on leave without pay due to short-term disability, a prorated longevity payment may be made at the time the employee leaves.
9. Workers' Compensation – If an eligible employee goes on workers' compensation leave, longevity shall be paid as if the employee were working.
10. Agency Responsibility – The Designed HR Representative shall be responsible for determining the quantity of qualifying service of each employee of the Agency. Upon eligibility for longevity pay, the Agency shall submit proper forms for payment and certify the length of qualifying service to the Designated Payroll Representative.
11. Effect of Longevity Pay – Longevity pay is not a part of annual base pay for, nor is it to be recorded in personnel records as part of the annual base salary.

## **F. 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 40 in a standard work week.

- b. The Agency allows comp time 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.
  - c. **Exempt:** An exempt employee is one who is exempt from the overtime policies of the Agency because of the nature of the work, education requirements of the position, and salary range. These employees are paid an annual salary and are not customarily eligible for overtime pay. Typically, exempt employees are those persons who occupy Executive, Administrative, Professional, and Computer-Related job classifications. There is no legal requirement, nor is the Agency obligated to pay overtime to exempt employees.
- 2. **Overtime:/Compensatory time:** Any hours worked over 40 hours a week must be approved in advance by the employee's immediate supervisor and/or the Executive Director or his/her designee.
  - 3. **Accrual and Use of Compensatory Time:** The maximum accrual of compensatory time cannot exceed eighty (80) hours. Compensatory time accrued should be used within thirty (30) days after accrual or it will be forfeited.
- In the event compensatory time cannot be granted because of its adverse effect on the work unit, the 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 work-week in excess of the first forty (40) hours.

## G. Travel

### Purpose

To provide for the most efficient means of transportation for the Agency's business at the least cost and to provide for the accurate accounting of travel expenses and for their timely reimbursement.

### Scope

This policy shall apply to all business travel for the Agency employees, commissioners, residents, and prospective professional employees of which is funded in whole or in part by funds under the control of the Agency.

## Policy

All out-of-state travel by the Executive Director and Board of Commissioners must be approved by the Board of Commissioners. The Executive Director shall approve ALL staff travel, as budgeted by the Board of Commissioners.

### 1. Use of Automobiles

#### a. Agency-Owned Vehicle - If Available

When travel by automobile is determined to be feasible, an Agency owned car, if available, MUST be used instead of a private car. If an Agency car is available but a private car is used, the Executive Director must approve use of private car. The reimbursement rate will be determined by the mileage rate set by the IRS.

#### b. Private Cars - Use of 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.

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 fair for that travel no less than thirty (30) days from the scheduled time of travel.

#### c. Required Documentation

Travel shall be documented by the certification of mileage driven, supported by third party verification of distance between the starting point and the point of travel, i.e. Google Maps, MapQuest, etc.

2. Duty Station for the Agency employees is the closer of their personal residence OR the work site address of which the employee reports to each regular work day. When a private car is used, actual business mileage is reimbursable. Mileage is measured from the closer of duty station or point of departure to destination and return.

3. When more than one (1) employee attends the same meeting every effort should be made to carpool.

4. Receipts are required for the following:

- a. Motel/hotel
- b. Taxi, limousine, bus, etc.
- c. Air fare (passenger receipt from actual ticket booklet)
- d. Tolls
- e. Parking
- f. Registration fee (documentation of what the fee amount is and what it covers; i.e., meals, snacks, etc.)
- g. Rental vehicles

- h. Storage
  - i. Passport (when required for state travel)
5. Air travel shall be coordinated by the employee/commissioner with the assistance of the Executive Director or his/her designee. The Agency will reimburse for coach travel fare rates only. If the airline reservation is changed or canceled for the personal benefit of the employee, it shall be the employee's responsibility to pay any penalties or charges.
  6. Daily Travel Status does not require a Travel Request/Authorization form. Per-diem and business mileage is an eligible reimbursement for same-day travel.
  7. Overnight Travel Status - Approved Travel Request/Authorization is required prior to travel. Actual (not estimated) time of departure and time of return must be recorded on travel reimbursement form and must be a destination thirty-five (35) miles or more from employee's home or duty station.

Cancellations of travel reservations (air, lodging, and registration fees) if made for the convenience of the employee are the employee's expense. These charges are the Agency's expense only if the employee is requested by the Agency to cancel the travel.

*\*The time of departure and arrival must be recorded on the reimbursement form and must include a destination at least thirty-five (35) miles from employee's point of departure.*

8. Approved Travel Request/Authorization is required if one or more of the following apply for out-of-state travel and overnight travel.
9. Telephone Calls must be for Agency business and identified as to destination (person or company) and purpose of call(s) on Travel Reimbursement form.

An employee who is in travel status for two (2) or more consecutive nights in a week is allowed one (1) personal, long-distance telephone call for each two (2) nights for which reimbursement to the employee may not exceed three dollars (\$3) for each in-state call or five dollars (\$5) for each out-of-state call (receipt required).

10. Travel Reimbursement Requests shall be filed for approval and payment within thirty (30) days after the travel period ends for which the reimbursement is being requested. "Travel Period" is defined as the calendar month during which the travel occurred.
11. **Per Diem** – Per Diem Method Expenses other than registration fees, transportation to and from the travel destination and lodging for out of state travel will be covered by a “per diem” allowance. The per diem rate for in-state travel will be sixty-nine dollars (\$69.00) per day and ninety-five dollars (\$95.00) per day for out of state travel. No receipts required.

**The per diem rate for meals will cover incidental meal expenditures i.e. tips and gratuities.**

For partial days on travel, reimbursement for meals and incidentals will be allowed based on the following schedule:

	<i><b>In-State</b></i>	<i><b>Out-of-State</b></i>
<i>Breakfast</i>	\$16	\$25
<i>Lunch</i>	\$20	\$30
<i>Dinner</i>	\$33	\$40
<i><b>TOTAL</b></i>	<i><b>\$69</b></i>	<i><b>\$95</b></i>

**Breakfast:** Reimbursement will be authorized provided the traveler began his/her travel day before 7:00 a.m.

**Lunch:** Reimbursement will be authorized provided the traveler began his/her travel before 11:00 a.m.

**Dinner:** Reimbursement will be authorized provided the traveler returns after 6:00 p.m.

**No reimbursement will be allowed when meals are included as a part of the registration fee unless approved by the Executive Director.**

**In lieu of the per diem method described above, the Chairperson of the Board of Commissioners shall approve meal and incidental costs of the Executive Director and other Board members when the cost is in excess of per diem.**

**Actual receipts with justification will be required from the Executive Director and Board of Commissioners for meals in excess of per diem.**

12. **Travel with Family Members/Companions** – The Agency does not prohibit the accompanying of family members or companions with employees or commissioners on business travel. However, the Agency shall not directly provide any reimbursement for travel expenses other than for the employee/commissioner.
13. **Travel Advance** – The Agency may provide a travel advance in an amount not to exceed the total anticipated cost for the travel. The anticipated costs shall include lodging, travel, per diem, registration, parking, baggage fees, and any other costs related to the business travel.
14. **Auditing Travel Expense Accounts** – The Finance Department will make periodic reviews of travel expense accounts and verify their compliance with this policy. During the review process, if it is found that a balance is due back to the Agency from an employee or Board member, no further travel will be approved until such balances have been paid.

## H. 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.

## **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 dental, vision, life insurance, and disability insurance for eligible employees. Employees who regularly work thirty (30) 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 his/her supervisor to make arrangements for a payroll deduction for any additional amount over and above what is furnished by the Agency.

1. A summary of the plan's description is provided to each eligible employee at the time of employment. Coverage dates for pre-existing illnesses may vary in accordance with the Health Insurance Portability and Accountability Act ("HIPAA").
2. In accordance with HIPAA, the Agency's provider will issue a Certificate of Creditable Coverage when an employee ceases to be covered by the Agency's group health insurance plan.
3. 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.
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. Should employees lose their health care coverage under the Agency's health-care plan as the result of a qualifying event, employees and employees' spouses and dependent children will be given the

opportunity to continue to purchase coverage as a group member for the legally specified period of time following the loss of coverage.

## **B. Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or State Coverage Continuation Rights**

North Carolina law includes a provision whereby employers extend continuation rights for eighteen (18) months for qualifying events to all covered workers continuously covered under the group policy for at least three (3) months immediately prior to termination or under any policy providing similar benefits which it replaced, except those fired for **gross misconduct**. Continuation is not available to anyone who is or could be covered by any similar employer or governmental plan for hospital, surgical, or medical coverage within thirty (31) days immediately following the date of termination, regardless of whether or not the new coverage is elected.

The eighteen (18) month North Carolina continuation period begins either immediately after separation for workers with no COBRA protection, or immediately after the end of the COBRA extension period for those to whom the federal law applies.

1. Although employees' right to elect continuation coverage begins upon the occurrence of a qualifying event to employees, coverage is not automatic. Employees and employees' spouses and dependents must make an affirmative election of coverage before coverage begins. An election form will be sent with the notice of eligibility. The election must be made within sixty (60) days of the date coverage is lost or the date that the notice of eligibility is sent, whichever is later. An election is considered to have been made on the date employees send in the election form or a letter indicating an election is being made.
2. Employees are eligible for continuation coverage if terminated from employment for any reason other than for gross misconduct or if a reduction in hours results in the loss of coverage under the Agency's group health plan. Continuation coverage will be available from the date of termination or reduction in hours for employees, employees' spouses, and dependent children. The Agency will give the employee notice of his/her right to elect continuation coverage within fourteen (14) days after the plan administrator is notified that the employee has incurred a qualifying event.
3. The Agency will notify the plan administrator within thirty (30) days of the employee's death, termination, reduction in hours of employment, or entitlement to Medicare. The employee or the employee's qualified beneficiary must notify the plan administrator within sixty (60) days of a divorce or legal separation or the date on which the employee's child ceases to be a dependent under the Agency's health plan rules.
4. The Agency will deliver notice of the right to elect continuation coverage to the employee and his/her qualified beneficiaries by certified mail or overnight Express Services with delivery tracking to his/her last known address and to the last known address of the qualified beneficiaries.

Qualifying Event(s)	Eligible person(s)	Coverage
Termination/Reduced Hours	Employee, Spouse, Dependent Child	18 months *
Employee enrolls in Medicare/Divorce or Legal Separation/Death of Covered Employee	Spouse, Dependent Child	36 Months
Loss of Dependent Child Status	Dependent Child	36 Months
*Special rules may extend coverage an additional 11 months for certain disabled individuals and their eligible family members.		

### C. 401(k) or Retirement Plan

The Agency may make participation in a 401(k) Plan available to employees subject to the terms and conditions of the plan and subject to appropriate law.

1. For details of the plan, see the summary of the plan's description.
2. Employees should contact the HR Designated Representative for enrollment information, questions, and options.
3. The Agency reserves the right to modify, amend, or abolish benefits to the extent allowed by applicable law.

### D. Vacation

It is the belief of the Agency that vacation time 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 vacation from their date of employment. Part-time and temporary employees are not eligible for vacation leave.
2. Accrued Vacation: Vacation is accrued by each eligible employee on a per month basis, hereinafter referred to as a benefit year, as follows:

Years of Service	Monthly Accrual Rate	Maximum Yearly Accrual
0-4	8 hours	96 hours / 12 Working Days
5-9	10 hours	120 hours / 15 Working Days
10-14	12 hours	144 hours / 18 Working Days
15-19	14 hours	168 hours / 21 Working Days
20-24	16 hours	192 hours / 24 Working Days
25+	18 hours	216 hours / 27 Working Days

Vacation leave shall not accrue for any pay period during which an employee is on 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***.

3. Scheduling Vacations

- a. All vacations must be approved in advance by the direct supervisor of the requesting employee. If the direct supervisor does not take timely action, the request may be approved by the next level supervisor(s) in the chain of command, or the HR Designated Representative and/or the Executive Director.
  - b. Requests for vacation should be submitted to the direct supervisor of the requesting employee at least two (2) weeks in advance of the desired time off. If the direct supervisor does not take timely action, the request may be approved by the next level supervisor(s) in the chain of command, or the HR Designated Representative and/or the Executive Director.
  - c. Vacations are provided for the purpose of encouraging rest and relaxation away from the normal work environment. Consistent with that goal, accrued vacation time must be taken (or it can be rolled over to a maximum of up to two hundred forty (240) hours).
4. The minimum amount of vacation time that can be used is in one (1) day increments.
  5. Employees hired on or before the fifteenth (15<sup>th</sup>) day of the month or separated on or after the sixteenth (16<sup>th</sup>) day of the month shall receive full vacation leave credit for the month. Those employees hired after the fifteenth (15<sup>th</sup>) day of the month receive no vacation leave credit for the month.
  6. Vacation leave shall not be advanced to employees or will not be transferred between employees.
  7. The Agency will attempt to schedule vacations as requested. However, employees must remember business demands, and other factors dictate when vacations are approved.
  8. In case of a conflict between employees' vacation schedules, the first to request the vacation date will be given preference. If date requests are submitted at the same time, the senior employee may have first choice.
  9. An employee who voluntarily leaves the Agency and has given two (2) weeks' notice and maintained satisfactory performance through the last day of employment will be paid for any available, but unused vacation accrued during the previous benefit year.
  10. An employee may not use vacation time once notice of voluntary resignation or notice of a pending involuntary termination has occurred (lay-off), even if vacation was approved prior to the notice of termination unless approved by the Designated HR Representative and/or the Executive Director.

11. An employee may not take vacation leave prior to accrual.
12. An employee choosing a vacation leave which includes a paid holiday will not have the holiday time charged to his/her vacation account.
13. 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.)

## 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. (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 vacation day with pay on the workday before and after the holiday, or have made special arrangements with the employee's Supervisor and/or the HR Designated Representative, or have actually worked on the holiday.
2. Full-time hourly maintenance employees who work on a holiday will be paid 1½ times his/her regular hourly rate for all hours worked on the holiday.
3. Salaried employees who have advance approval from their supervisor 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 their supervisor and/or the HR Designated Representative. 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:

HOLIDAY	DAY OBSERVED
New Year's	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4th

HOLIDAY	DAY OBSERVED
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24th
Christmas	December 25 <sup>th</sup> & 26 <sup>th</sup>

## 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.

Eligibility: Full-time employees will receive thirteen (13) days sick leave benefits accrued at a rate of 4 hours per bi-weekly pay period per benefit/calendar year. Part-time and temporary employees are not entitled to sick leave. Sick leave accrues from the first date of employment.

Accrual: Unlimited. 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.

1. 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.
2. An employee taking sick leave for an entire day will be paid for sick leave hours used.
3. In case of a partial day absence, sick leave will be paid to hourly employees for the actual number of hours lost.
4. Sick leave shall not accrue for any pay period during which an employee is on 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**.
5. 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.

6. 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.)

## **G. Funeral Leave**

The Agency will provide time off for full-time employees to attend the funeral of family members. An employee's supervisor and/or the HR Designated Representative 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 funeral leave.

1. If the conditions warrant and the supervisor and/or the HR Designated Representative agree, paid leave will be granted, 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 funeral 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; either natural, step, in-law, foster, or adopted.
4. Employees experiencing the loss of other loved ones should discuss the circumstances with their supervisor and/or the HR Designated Representative. Time off that is granted may be unpaid, but employees may use available vacation time.

## **H. 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 their supervisor 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 two (2) weeks of service over any two (2) year period. At the end of the two (2) weeks of service over any two (2) year period, the employee may use accumulated vacation time if desired to continue to be paid while on jury duty.
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. 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. Part-time and temporary employees will be excused to serve without pay.

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 vacation 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.

6. 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.
7. Employees are expected to contact their supervisors and/or HR Designated Representative on a daily basis to keep them informed as to probable duration of service and anticipated date of return to work.
8. Employees must report for scheduled work when it does not conflict with jury or witness duty or other appearances due to compulsory process.
9. 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.

## I. Voting Leave

North Carolina law states that employees are not permitted to use work time for voting. Since the polls are open for twelve (12) hours or more on Election Day, employees must use their own time either before or after their regular work schedule to vote. In some instances, employees may be able to vote during their scheduled meal periods.

The Agency encourages all employees to vote in any election or referendum.

1. Full-time employees providing a valid voter's registration card are eligible for up to one (1) hour of time off to vote without loss of pay **only** if they do not have sufficient time to vote outside working hours.
2. Request for time off to vote must be made to the HR Designated Representative and/or Executive Director at least two (2) days in advance.

3. The Agency is not required to give the employee time off to vote while the employee is working overtime hours that were voluntarily requested.

## **J. 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 102% 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 vacation 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 vacation 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.

## **K. Administrative Leave**

1. The Executive Director must approve all Administrative Leave.
2. Administrative leave is given to exempt employees for attending special meetings, activities, urgent situations, etc., with the prior approval of the Executive Director. Administrative leave may be given on an hour for hour basis for certain Exempt positions not eligible for overtime pay. No employee shall accumulate more than a total of eight (8) hours of administrative leave per pay period.
3. **Accumulation of Administrative Leave:** The Executive Director shall designate which positions are eligible to receive Administrative leave for all hours worked during the workweek or work period, as may be applicable, which exceed the regularly scheduled hours.
4. An immediate supervisor and/or HR Designated Representative may recommend to the Executive Director that an employee be granted administrative leave.
5. 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 work-day by administrative directive, etc.
6. 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.

## **L. 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 provides four (4) types of benefits:
  - a. Medical care to treat and relieve the effects of the injury. This includes doctor's fees, hospital costs, lab tests, X-rays, pharmacy charges, prosthetic devices, etc.
  - b. Rehabilitation services necessary to return to work. Often this is physical therapy, retraining, and vocational rehabilitation.

- c. Payments based on lost wages. These payments are for “temporary disability” or inability to work as concluded in writing and authorized by a physician. Payments may also be made if there is a permanent disability (e.g., the loss of an eye or the amputation of a finger or limb).
  - d. If the injury results in death, benefits may be paid to the employee's survivor dependents.
- 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 their supervisor.
- 5. Supervisors are responsible for:
  - a. Ensuring injured employees receive necessary medical attention,
  - b. Preparing a First Report of Injury Form, and
  - c. Coordinating claims with the Agency’s HR Designated Representative and/or Safety Designated Representative.

- 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 Agency's HR Designated Representative and/or Safety Designated Representative.
6. 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.
7. Employees who are not able to work their scheduled hours as a result of a work-related injury or illness must advise their supervisor by telephone or letter of the expected date they anticipate returning to work and forwarding all doctor's reports to their supervisor.
8. The Agency does not discriminate or retaliate against employees who have filed legitimate workers' compensation claims. Supervisors do not take or threaten any action to compel or persuade employees not to file a workers' compensation claim.
9. 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.

## **M. 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.

## **N. Unemployment Insurance**

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

1. After leaving Agency employment, the terminating employee can 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.

## **O. Family and Medical Leave Act ("FMLA")**

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 Family Medical Leave Act (FMLA) leave policy should direct their questions to their supervisor, Designated HR Representative or Executive Director.

The Agency also abides by the North Carolina Equal Employment Practices Act (this regulation applies to employers with 15 or more employees) which prohibits employment practices that discriminate on the basis of sex, which includes discrimination on the basis of pregnancy, childbirth, and related medical conditions. The Agency provides the same leave benefits to female employees temporarily disabled by pregnancy as are provided to other employees with temporary disabilities.

1. The Agency, as a public agency, will provide FMLA leave up to twelve (12) workweeks of un-paid leave within any twelve (12) month period for any of the following reasons (For definition of terms see paragraph 12. Definitions and Key Terms.):
  - a. The birth of a child and to bond with the newborn child within one (1) year of birth;
  - b. Adoption of a child by the employee, or official placement of a child with the employee for foster care (leaves for birth or adoption must be taken within twelve (12) months of the event);
  - c. Care of a son, daughter, spouse or parent (not parent-in-law) having a serious health condition (leave for the care of an adult son or daughter, at least eighteen (18) years old, is not covered unless required as a result of mental or physical disability);
  - d. A serious health condition that makes the employee unable to perform the essential functions of his/her job; and

- e. To care for a spouse, child, parent, or next of kin who is a covered service-member that has incurred a serious illness or injury while on covered active duty.
  - f. Any “qualifying exigency,” as defined by the Secretary of the Department of Labor, arising out of the fact that a covered family member is on covered active duty or was notified of an impending federal call or order to covered active duty in the Armed forces in support of a contingency operation. (State calls to covered active duty are not covered unless under order of the President of the United States in the case of insurrections and national emergency, or any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation. Also, Qualifying Exigency leave is not available to family members of the Regular Armed Forces on covered active duty status because members of the Regular Armed Forces do not serve “under a call or order to covered active duty.”) The latest version of the required FMLA Certification of Qualifying Exigency for Military Family Leave (WH-384) form should be completed and turned in to the HR Designated Representative. (See Appendix B).
2. Subject to sufficient certification and/or written proof (as applicable) of the qualifying family member’s call-up or current military service, the Agency will provide up to twenty-six (26) workweeks during a single twelve (12) month period to an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service-member with a serious illness or injury. The latest version of the required FMLA Certification of for Serious Injury or Illness of Covered Service member for Military Family Leave (WH-385) form should be completed and turned in to the HR Designated Representative. (See Appendix B).
- a. If an employee also has some other FMLA-qualifying event in that single twelve (12) month period (e.g., the birth of a child, or the employee’s own serious health condition), his/her total amount of FMLA during that twelve (12) month period is still limited to twenty-six (26) weeks.
  - b. If the service-member’s recovery lasts longer than the initial twelve (12) months, the twenty-six (26) weeks of Service-member Family Leave cannot be “renewed,” and the employee will not be eligible for an additional twenty-six (26) weeks of Service-member Family Leave in the following twelve (12) month period.
  - c. NOTE: The twenty-six (26) workweeks of military caregiver leave in a single 12-month period is a per-service-member, per-injury entitlement. This means that an eligible employee may take twenty-six (26) weeks in a twelve (12) month period to care for a covered service-member, and then may take another twenty-six (26) weeks in another twelve (12) month period to care for the same service-member with a subsequent injury or illness or to care for another covered service member. Employees are limited to twenty-six (26) weeks of FMLA leave when leave is requested to care for multiple service-members in a single twelve (12) month period.
3. An Eligible Employee Is One Who At The Time FMLA Leave Begins Has:
- a. Been employed at least twelve (12) months or 52 weeks (does not need to be consecutive) by the Agency. Separate periods of employment will be counted,

provided that the break in service does not exceed seven (7) years. Separate periods of employment will be counted if the break in service exceeds seven (7) years due to National Guard or Reserve military service obligations. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

- b. Worked at least 1,250 hours during the previous twelve-month period as of the date leave commences. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
- c. Met the rolling twelve (12) month period which looks backward to see if the employee has exhausted available leave in the prior twelve (12) month period, and
- d. Met all requirements of this policy.
- e. **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.

4. Compensation During Leave Shall Be As Follows:

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

5. Group Health Plan Benefits

- a. During FMLA leave, 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 FMLA leave are responsible for payment of their normal portion of the premium.
- c. If an employee does not return to work after FMLA leave 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.

6. Other Agency Benefits

- a. Agency leave benefits (vacation, sick, personal, etc.) will not accrue during periods of **unpaid** FMLA leave.
- b. When an employee is on **paid** FMLA leave (using vacation, sick, personal, etc. as FMLA leave), Agency benefits will continue to accrue.

7. Intermittent or Reduced Leave

- a. Intermittent leave or leave with a reduced work schedule cannot be taken for childbirth, adoption, or foster care purposes, unless first approved by management.
- b. When medically necessary, leave taken for the serious health condition of the employee, his/her spouse, child, or parent may be taken on:
  - i. An intermittent basis (not all at one time); or
  - ii. A reduced leave schedule (reducing the normal hours per workday or workweek during the leave).
- c. An employee's use of intermittent or reduced leave shall not reduce the total amount of leave to which an employee is entitled beyond the amount of leave taken.
- d. The Agency may require an employee on intermittent leave to transfer temporarily to an available alternative position with equivalent pay and benefits if such position accommodates recurring periods of leave better than the employee's regular position.
- e. The Agency may not require the employee to take more leave than necessary to address the circumstances that precipitated the need for leave, and the FMLA leave may only be counted against an employee's FMLA entitlement for leave taken and not for time that is worked for the Agency.
- f. The Agency will track FMLA leave using the smallest increments of time used for other forms of leave subject to one hour maximum.

8. Spouses Who Are Both Employees

- a. Eligible spouses who both work for the Agency and are eligible for FMLA leave will be limited to a combined total of twelve (12) weeks of leave if the leave is taken for the following reasons:
  - i. For birth of the employee's son or daughter or to care for the child after birth.
  - ii. For placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement.
  - iii. To care for the employee's parent with a serious health condition.

- iv. For a “qualifying exigency,” or notification of an impending call or order to covered active duty for a covered family member.
- b. In any case in which both spouses are eligible for Service-member Family Leave, each spouse can use no more than a combined total of twenty-six (26) workweeks during the single twelve (12) month period.
- c. The spouse will be eligible for remaining FMLA leave entitlement for a purpose other than those above.

9. The Agency’s Responsibility

- a. Employers covered by FMLA leave are required to grant leave to eligible employees:
  - i. For birth of the employee’s child and to care for the newborn child;
  - ii. For placement with the employee of a child for adoption or foster care and for caring for the newly-placed child;
  - iii. To care for the employee’s spouse, son, daughter, or parent with a serious health condition; and
  - iv. Because of a serious health condition that makes the employee unable to perform the functions of the employee’s job.
  - v. For a “qualifying exigency” or notification of an impending call or order to covered active duty for a covered family member.
  - vi. To care for a covered service-member with a serious illness or injury who is the spouse, son, daughter, parent, or next of kin of the eligible employee.
- b. In response to an employee’s request for leave, the Agency will provide the employee with Form WH-381 that describes employee rights and responsibilities and informs each employee of his/her eligibility for FMLA leave. The Agency will designate the type of leave an employee is placed on during qualifying events if the employee is unsure of his/her status and requests such determination.
- c. The decision of type of leave may be based on information provided by the employee or the employee’s spokesperson (doctor, etc.).
- d. Once the employee has provided the Agency with necessary information, the decision will be made promptly and the employee should be notified in writing.
- e. 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.

- f. 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 working days of learning of the need for leave.
- g. 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.
- h. The Agency may deny or penalize the employee's FMLA leave if complete and sufficient certification/recertification of a serious health condition, serious injury or illness, or qualifying exigency arising out of covered active duty or call to covered active duty status is not submitted, is not submitted in a timely manner, or is submitted incomplete by the employee.
- i. The employee may be required to provide recertification every thirty (30) days or more often if:
  - i. Circumstances change significantly; or
  - ii. Information is received that casts doubt on the reason for the employee's absence.
- j. If the Agency only 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 vacation, the vacation time may be retroactively designated by the Agency as FMLA leave.
- k. After the conclusion of FMLA-qualifying leave, the Agency will reinstate an employee to the employee's same or a substantially equivalent position. However, if an employee is salaried and among the highest paid 10% of Agency employees within seventy-five (75) miles of the worksite, reinstatement to the prior equivalent position following leave may be denied, if necessary, to prevent substantial and grievous injury to the Agency. (See Returning to Work Guideline.)
  - i. The Agency will determine the possibility for the employee to return to work as soon as possible upon the employee's request for FMLA leave.
  - ii. The Agency will communicate to the employee the possibility to return to the same or other position as soon as the situation can be evaluated.
- l. The Agency will keep medical and other records created for purposes of FMLA leave in accordance with the Americans with Disabilities Act as amended by the ADA Amendments Act of 2008 confidentiality requirements.

#### 10. The Employee's Responsibility

- a. If the need for FMLA leave is foreseeable, the employee must provide the Agency with notice of intent to take leave not less than thirty (30) days before the date leave is to begin.
- b. If the need for FMLA leave is not foreseeable, the employee must provide the Agency with notice as soon as practicable.
- c. If an employee requesting FMLA leave does not provide sufficient information to establish an FMLA-qualifying reason for the requested leave consistent with established policy, the Agency may deny the employee's request.
- d. The employee must submit the latest version of the FMLA Certification of Health Care Provider for Employee's Serious Health Condition" (WH-380-E Form) from the health care provider at the time of requesting leave if the leave is requested because of a serious health condition, injury, or illness of: (See Appendix B).
  - Employee
  - Employee's Spouse
  - Next of Kin (if applicable)
  - Employee's Child
  - Employee's Parent
- e. The certification form may be requested from the employee's supervisor.
- f. If the Agency finds reason to doubt the validity of the certification of a serious health condition, it may require, at its own expense, a second medical opinion from a health care provider designated or approved by the Agency, but not regularly employed by the Agency.
- g. Should the second opinion differ from the original certification provided by the employee, the Agency may, at its own expense, require that the employee obtain a third opinion. The opinion of the third health care provider, designated or approved by both the Agency and the employee, is final and binding.
- h. The Agency may require the employee to provide reasonable documentation or statement verifying family relationships.
- i. The Agency may request recertification every thirty (30) days, or more frequently if necessary.
- j. It is the employee's responsibility to keep the Agency informed regarding the employee's intent to return to work.
- k. The Executive Director may authenticate or clarify an employee's FMLA certification.

## 11. Returning to Work

- a. An employee returning from FMLA leave may, at the Agency's option:
  - i. Return to the same position held when leave began; or
  - ii. Return to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
- b. Employees on FMLA leave may be subject to events or changes that would have affected their employment status regardless of FMLA leave (e.g., layoffs).
- c. An employee returning from FMLA leave, due to the employee's own serious health condition, must provide certification from his/her health care provider stating the employee is able to return to work in accordance with the Agency's job description.
- d. 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 within seventy-five (75) miles of the worksite.
- e. The Agency must notify the employee of his/her "key" status upon the employee's notice of intent to take FMLA leave. The Agency may elect not to reinstate the employee if:
  - i. Such reinstatement would cause substantial and grievous economic injury to the operations of the Agency;
  - ii. The Agency notifies the employee of the intent of the Agency to deny restoration on such basis at the time the Agency determines that such injury would occur; and
  - iii. In any case in which the leave has commenced, the employee elects not to return to employment after receiving such notice.
- f. If a decision that restoration of employment will be denied the "key" employee because reinstatement would cause substantial and grievous economic injury to the operations of the Agency, the Agency will, as soon as the decision is made, notify the employee and offer a reasonable opportunity to return from FMLA leave to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.
- g. The Agency will make a final determination as to whether reinstatement will be denied at the end of the FMLA leave period if the employee then requests restoration.
- h. It is the responsibility of the employee to keep the Agency informed regarding the intended date of return to work. The Agency requests a minimum of two (2) weeks' notice of intent to return to work in leaves lasting three (3) weeks or longer.

## 12. 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:
  - i. 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;

- ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - iii. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- d. **COVERED SERVICE MEMBER** - 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
  - 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:
- i. A military medical treatment facility as an outpatient; or

- ii. 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
  - i. 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.
  - ii. 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.
  - iii. 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.

- iv. 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.
- v. 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.
- vi. Leave is not available for routine matters, such as paying bills.
- vii. 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.
- viii. 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.
- ix. 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.

- x. 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.
  - xi. 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:
- i. Hospital Care
  - ii. 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.
  - iii. Absence Plus Treatment
  - iv. 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:
  - v. 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
  - vi. Treatment by a health care provider on at least one occasion that results 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.

- i. 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:
  - ii. 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
  - iii. 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
  - iv. 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
  - v. 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:
- i. Under 18 years of age;
  - ii. 18 years of age or older and incapable of self-care because of a mental or physical disability, or
  - iii. 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.

## **P. Tuition 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 HR Designated Representative and/or Executive Director. Employees must fill out a Request for Educational Assistance form 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 \$1,500 per calendar year.
  - b. Receipts for the costs of the course, seminar, or workshop must be submitted to the HR Designated Representative and/or 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 \$750 per semester or \$1,500 per calendar year up to \$1,500 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.

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## **SECTION 7: OPERATING POLICIES, REGULATIONS & PROCEDURES**

### **A. Business Hours**

The Agency's normal office hours are from:

8:00 AM to 5:00 PM                      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 work-day 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. The Agency's maintenance staff may be assigned on-call duty. On-call duty shall be on weekends, approved Agency holidays and after 5:00 p.m. on regular working days.
  - a. The employee will be expected to be available by telephone, two-way radio or pager 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/beeper and travel to work within a reasonable amount of time.
  - c. Employees will be considered engaged by the Agency at the time they receive the call 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 40 hours.

### **B. Timekeeping**

To ensure employees' paychecks are written for the correct amounts and leave and/or benefit accounts are accurately maintained, employees must fill out their time cards or time sheets as required by the Agency according to the following guidelines.

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

1. Employees having questions regarding the instructions and requirements for filling out their time cards or time sheets should contact their supervisor and/or HR Designated Representative for clarification.
2. Non-exempt employees are responsible for recording their hours worked and ensuring that such information is accurately presented on their time cards or time sheets. Exempt employee's time is maintained by the Payroll Department and verified by the Supervisor. Differentiated time allocations for appropriate AM/PM or project must be recorded correctly. Where time-clocks 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 time cards or time sheets by someone other than the employee without prior written approval from the employee's supervisor and/or HR Designated Representative.
4. Employees must submit time cards or time sheets by the prescribed deadline.
5. A supervisor who is responsible for preparing a time card or time sheet for an employee who failed to complete the time card or time sheet should conspicuously write on the top of the time card or time sheet, "Prepared by (supervisor's name)," if the employee is unavailable on the date it is due.
6. Employees should indicate absences due to vacation, sick leave, holiday, or other reasons by writing the appropriate code or the appropriate information in the space provided for leave information. For employees using time-clocks or web-clocks leave hours will be requested previous to the day they are used and authorized by the approving supervisor. For leave that was not requested in advance, the supervisor will enter the approved time in the time keeping system. 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.
7. Misrepresentation of time worked, falsification of entries or signatures, defacement or alteration of time cards 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. Employees will be considered tardy when they report to work after their scheduled starting time.
4. Excessive absences or tardiness will not be tolerated.
5. All employees who anticipate being late, or who are unable to report to work for any reason, must notify their immediate supervisor of 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 supervisor is not available, the employee should leave a message with the Agency’s HR Designated Representative. 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.
6. 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 HR Designated Representative and/or Executive Director.
7. 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 183<sup>rd</sup> day from the date the absence began. Any employee not returning to work by the 183<sup>rd</sup> day 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 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.

#### **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 and break periods are designed to provide rest periods 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 and break periods will be coordinated by Agency management to minimize disruption to Agency business, while attempting to provide employees with meal and break periods.

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 employee's supervisor.
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. Breast-Feeding/Pumping Breaks:**

In recognition of the well documented health advantages of breastfeeding for infants and mothers, the Agency provides a supportive environment to enable breastfeeding employees to express their milk during work hours. Reasonable efforts will be made to provide unpaid breaks each day to an employee who needs to express breast milk for her infant.

Employees who wish to express milk during the work period shall keep supervisors informed of their needs so that appropriate accommodations can be made to satisfy the needs of both the employee and the Agency. Breastfeeding employees are responsible for keeping milk expression areas clean and sanitary. Each employee is responsible for proper storage of her milk.

The Agency will comply with all state regulations concerning breast-feeding or storage of breast milk in the workplace.

#### **F. 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 their immediate supervisor 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 work performed until the end of 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., vacation, 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.

## **G. 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.

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

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 a designated media spokesperson within the Management Personnel.

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.

Employees who have a question as to whether the information being requested applies under this policy must contact their supervisor for instructions.

Employees should be polite and exhibit professionalism, but refer the questions to their supervisor, HR Designated Representative or media spokesperson.

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.

## **H. 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. All supervisors 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 HR Designated Representative and/or Executive Director.
4. All management-related, tenant-related, and performance-related concerns are to be discussed with a supervisor or appropriate personnel only.

- 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 supervisor or other appropriate personnel for clarification of this policy and for guidance on whether to make the disclosure.

## **I. Confidential Medical Information**

The Agency strives to protect the privacy of its employees' medical 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 separate, confidential medical files apart from regular personnel records. Only authorized employees may ever have access to such files.

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 Designated HR Representative and/or Executive Director.
4. Any employee who is found to have discussed medical information about another employee with anyone else 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 possibly 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.

## **J. News Media**

The Chairman of Board of Commissioners or his/her designee (e.g. Executive Director) will be the media spokesperson for the Agency.

The Agency staff shall assist in gathering information to provide the media spokesperson with detailed information if needed.

Managers shall refer all requests for information by the media to the designated spokesperson. If more information is needed, the media spokesperson will contact the necessary source.

All Public Service Announcements shall be approved by the Agency's Executive Director and spokesperson, if different.

All information provided to the media spokesperson shall be accompanied by valid documentation.

## **K. 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, supervisor 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 residents 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 posts on Social Media could also possibly constitute public information and the Agency may one day be required to produce copies of such emails in response to a public information request in accordance with the North Carolina Public Records Law.

- 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 is solely the responsibility of the Agency's IT Designated Representative. 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 HR Designated Representative or 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.

## **L. Computer, Internet and Email**

Agency computers, computer files, the e-mail system, Internet access and the software furnished to employees are Agency property and are to be used for Agency business only. Users are provided access to these computer resources to assist them in the performance of their jobs. While use of the computer resources are for job-related activities, incidental and occasional brief personal use is permitted within reasonable limits and does not interfere with the employees work.

All Users have a responsibility to use the Agency's computer resources in a professional, lawful and ethical manner. Abuse of these computer resources, may result in disciplinary action, including possible termination, and civil and/or criminal liability.

Use of these computer resources by Agency employees is permitted and encouraged where such use supports the goals and objectives of the Agency. However, employees must ensure that they:

- comply with current legislation
- use the internet in an acceptable way
- do not create unnecessary business risk to the Agency by their misuse of the internet

### **1. Appropriate Use in The Workplace**

- a. Employees with access to the above listed computer resources understand that at any time and without prior notice, management reserves the right to examine e-mail, personal file directories, Internet use history and other information stored on computers. This examination helps ensure compliance with internal policies, supports the performance of internal investigations and assists the management of information systems. As such, the Agency's designated Management Information Systems (MIS) Representative may monitor access to the Internet, e-mails and other computer services. Use of the Agencies computer resources constitutes acceptance of such monitoring.
- b. This policy should be read and interpreted in conjunction with all other Agency policies, including policies prohibiting harassment, discrimination, offensive conduct or inappropriate behavior. Users are prohibited from accessing the Internet for any unethical purposes, including pornography, violence, gambling, racism, harassment or any illegal activity. Users are forbidden from using language or images that would be offensive to the reasonable person when posting electronic mail via the Internet or posting to public forums (i.e., newsgroups). No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference may be transmitted.

- c. Copyrighted materials belonging to entities other than the Agency may not be transmitted by employees on the Agency's computer services without permission of the copyright holder. Employees must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy for reference only. Sharing URL (uniform resource locator or "address") of an internet site with other interested persons for business reasons permitted.
- d. The user must abide by all federal and state laws with regard to information sent through the Internet and e-mail. The Agency Code of Ethics Policy strictly prohibits unauthorized release or disclosure of any proprietary, Trade Secrets or confidential information through the Internet, e-mail or through any other means.
- e. Users are also prohibited from using Agency e-mail or Internet access for any other business such as profit-making or charitable activities. However, nothing contained in this policy should be construed as restricting or prohibiting employees' rights under applicable federal, state or local laws.
- f. In general, employees should exercise the same restraint and caution in drafting and transmitting messages over the Internet or e-mail as they would when writing a memorandum and should assume that their message will be saved and reviewed by someone other than the intended recipients.
- g. Employees are responsible for protecting their own passwords. Sharing user IDs, passwords, and account access codes or numbers is discouraged. Employees may be held responsible for misuse that occurs through such unauthorized access.
- h. In order to maintain and ensure Agency access to Agency data, no employee is permitted to use encryption devices on an Agency computer without express written authorization. Any employee authorized to use encryption-coding devices and other security protection devices must provide the applicable keys and codes in a sealed envelope to the MIS Designated Representative and/or Executive Director where they will be retained in a secure environment.
- i. Downloaded software may have viruses or worms; scan any programs with a virus detection program prior to executing them. Therefore, employee is prohibited from downloading software or other program files or on-line services from the Internet without prior authorization from the Agency's Information Technology Systems (IT) Designated Representative and/or Executive Director.

2. Employee Personal Use:

- a. Limited personal use of the computer resources, e-mail and Internet is permitted by the Agency. However, the user is reminded that use of any and all Agency property is primarily for the purpose of Agency business. Any personal use of the Internet is expected to be on the user's own time and is not to interfere with the employee's job responsibilities.

- b. In addition, any posting to public forums, such as newsgroups or social media, or e-mail through the Internet for personal use must include a disclaimer that the content and views contained therein are those of the user and not the Agency. Such use of the Agency-authorized Internet access should not cause any adverse public or embarrassment to the Agency.
- c. E-mail should not be used to communicate confidential or sensitive Agency information. Employees should anticipate that an e-mail message might be disclosed to or read by individuals other than the intended recipient(s), since messages can be easily forwarded to other individuals and a variety of human and system errors have the potential to cause inadvertent or accidental disclosures of e-mail messages.
- d. The Agency strongly discourages the retention of large numbers of e-mail messages whether they appear in the employee's "Inbox," "Sent Items," or "Deleted Items" files. Retention of messages can slow down system performance and messages may contain confidential information. Therefore, employees are to limit the number, distribution, and availability of such e-mail messages.
- e. As a matter of courtesy, please do not write in all capital letters. Not only is it difficult to read, but it is also the e-mail equivalent of shouting and is considered rude.
- f. Internal and external e-mail, voice mail, and text messages are considered business records and may be subject to discovery in the event of litigation. Employees must be aware of this possibility when communicating electronically within and outside the Agency.
- g. Employees are hereby informed that some, if not all, of their emails possibly constitute public information and the Agency may one day be required to produce copies of such emails in response to a public information request in accordance with the North Carolina Public Records Law.

#### **M. 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 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. 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 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. Department managers reserve 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.
11. The Agency has employees whose duties and responsibilities may require them to maintain significant contact with the Executive Director and other Agency staff while away from the office or after normal working hours. Cell Phones have become an effective and necessary mode of communication in every department and although key employees are using two-way radios, cell phones allow communication outside of the two-way radios, including other employees, outside vendors, and emergency services and qualified employees referred herein are not required to use their cell phone.

Employees designated by the Executive Director will receive a fifty dollar (\$50.00) monthly cellular allowance based on current usage, (total of \$600 per year) for voice and text communications.

## **N. 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, an employee's supervisor 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.

## **O. 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 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. Administrative and maintenance 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 project 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 project 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 resident commissioner who does not serve on the governing body of a resident 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. Remuneration 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.

## **P. 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, 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.

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.

## **Q. 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.

## **R. Favors, Tips, Gratuities, Gifts, and Prizes**

The goal of the Agency is to provide superior service and satisfaction. 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 (2012)) won 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.

## **S. 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. Supervisor/Employee Interaction
  - a. Supervisors are 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 immediate supervisor 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.

## **T. 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.

## U. 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 STANDARD OFFICE PROFESSIONAL Attire

Women-Acceptable	Men-Acceptable
1. Suits	1. Suits (Sport Coat at discretion of supervisor)
2. Pantsuits	2. Slacks
3. Dresses	3. Business appropriate shirt
4. Skirts/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)	

#### Appropriate BUSINESS CASUAL 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.

<b>Women-Acceptable</b>	<b>Men-Acceptable</b>
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
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:**

<b>Women-Unacceptable</b>	<b>Men-Unacceptable</b>
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.

<b>Women-Unacceptable</b>	<b>Men-Unacceptable</b>
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
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. 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.

- f. 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.
  - g. Uniforms: All maintenance employees (including Supervisors) 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 the uniforms. The basic uniform items, consisting of a 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 Agency is responsible for the proper care and laundering of the uniform. If uniforms are not returned upon separation, the employee will be charged. The unreturned uniform fee will be deducted from the employee's final paycheck.
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 employee's-supervisor.
  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.

## **V. 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-free workplace policy. If you are dating or in a physical relationship that falls within (1) through (3) above, you must immediately inform the HR Designated Representative and/or 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 HR Designated Representative and/or Executive Director.

## **W. 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. Communicable Diseases**

#### **Objectives**

To establish general guidelines for managing Agency employees with physician-diagnosed infections of epidemiological importance and significant exposures to communicable diseases in order to maintain a working environment which is free of possible infectious diseases. The decisions involving persons which have communicable diseases shall be based on current and well-informed medical judgments concerning the disease, the risk of transmitting the illness to others, the symptoms and special circumstances of each individual who has a communicable disease.

Communicable diseases include, but are not limited to, measles, influenza, viral hepatitis-A (infectious hepatitis), viral hepatitis-B (serum hepatitis), human immunodeficiency virus (HIV Infection), AIDS, AIDS-Related Complex (ARC), Severe Acute Respiratory Syndrome (SARS), Ebola and tuberculosis and other information received from the Centers of Disease Control and Prevention (CDC).

The Agency will also protect the confidentiality of employees with a communicable disease to adhere to the Federal, State and Local Privacy Laws.

#### **Guidelines**

1. Personnel with signs and symptoms of a transmittable infectious disease of significant epidemiologic importance and those who have been exposed to such diseases should report promptly to their supervisor and/or Designated HR Representative. The illness or exposure will be reported to Executive Director or designee for an epidemiological investigation.
2. If an employee is admitted to a Medical Center with a significant communicable disease for which prompt isolation was not initiated, the Executive Director or his/her designee will conduct an epidemiological investigation, collaborate with the supervisor to identify additional persons who may have been exposed, and facilitate the appropriate recommendation for prophylaxis and testing.
3. Symptomatic and exposed personnel for which job reassignment is approved should adhere to the infection control work conditions to ensure susceptible co-workers, vendors, contractors, tenants, program participants and visitors are not exposed.
4. Employees are encouraged to seek medical advice or treatment of their choice. However, certain infectious diseases or exposures may dictate that the employee be evaluated by a Health Care Physician, to ensure appropriate prophylaxis, testing, work restrictions, and reporting.
5. Due to the variety of job categories, in the event personnel or supervisors believe an exception to these guidelines exists, the Designated HR Representative and/or Executive Director should be consulted.

6. The Agency will maintain records of incidents related to infections and communicable diseases occurring among employees in order to facilitate epidemiological investigations for evidence of clusters/outbreaks and to initiate appropriate action.
7. If data analysis suggests that an outbreak or epidemic of a significant infectious disease exists in the Agency, additional containment efforts above and beyond these guidelines may be implemented at the discretion of the Executive Director and the local Health Department.

## **B. Security/Violence/Weapons**

The Agency has a zero tolerance policy for firearms and dangerous weapons in the workplace. 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 that is carried with intention or calculation to produce death or great bodily harm. Switchblades are specifically prohibited. (A Leatherman or other small pocket knife is permissible, as long as the blade is 3 inches or less in length. Knives intended to be 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

Regardless of whether an Agency employee possesses a concealed weapons license 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 (including parking lots) 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;

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 in facilities without designated security personnel may inform individuals carrying weapons of the law and ask for their compliance. This should be done in an informative, calm and non-confrontational manner. An individual's continued non-compliance after being properly informed of the law should result in immediate notification to the Police Department. Employees in facilities with designated security personnel should make all attempts to defer intervention in concealed or open carry situations to those groups by contacting designated security personnel via established reporting mechanisms.

An employee who feels an immediate risk to his/her own safety or the safety or security of others, should avoid any interaction with the individual. Steps should be taken to secure their area and immediately contact the Police Department by calling 911 and their assigned building security (where applicable).

### 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 employee's supervisor, Designated HR Representative or Executive Director.

The Agency will promptly investigate allegations of violations of this policy. Supervisors 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, H-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 employee's supervisor, Designated HR Representative or Executive Director.

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 their supervisor immediately.

Visitors, Tenants, and/or Program Participants, other than law enforcement officers, are not allowed to carry a weapon on the Agency property that the premises are posted as no-carry facilities. If a visitor/tenant brings weapon into an Agency no-carry facility a determination shall be made as to the level of risk the visitor/tenant carries.

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.

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 their supervisor, Designated HR Representative or Executive Director prior to bringing the item(s) to Agency work sites (including parking lots) and events, as well as Agency-owned or leased facilities or vehicles.

## C. 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 signed a service request stating that the employee has permission to enter, or if the service order is taken over the telephone it must be signed by the person receiving the

telephone call. In all other cases, except in emergencies, two (2) or more employees must be present and both must sign the service request.

2. 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.
3. On entering (whether tenant or program participant is home or not), the employee must place the official notice on the door knob indicating that a Housing Authority employee is working inside.
4. 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 HR Designated Representative and/or Executive Director.

#### **D. 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 their supervisor.
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 their supervisor.
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. Every supervisor must report every accident, no matter how minor the resulting injury is, on the supervisor's accident investigation report. All reported accidents will be investigated and corrective action will be taken as necessary to prevent the accident from recurring.

## **E. 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. 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 aide to an injured person;
- c. Picking up needles or trash containing needles;
- d. Working sewage;
- e. Transporting infectious clean-up supplies to be disposed of or laundered;
- f. Cleaning public restroom areas;
- g. Cleaning common areas in buildings and grounds where blood or other infectious material may be present;
- h. Assisting in removal of a deceased person from a unit;

- i. Being exposed by another infectious individual through hostile acts; or
- j. Any work involving body fluid or blood contact.

2. Administration

The Executive Director will appoint one of the Agency's employees to act as Safety Designated Representative to administer this policy. The Safety Designated Representative 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. Ensuring that there are complete health and immunization records for all employees.
- f. 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.
- g. Providing exposed employees with access to post-exposure follow-up and counseling.

3. 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. 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.
- b. Keep all open cuts and abrasions covered with adhesive bandages that repel liquids.

- c. 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.
- d. 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.
- e. The puncture resistant container shall be located as close as practical to the use area.
- f. The Agency will provide gloves, protective glasses, and other necessary equipment of appropriate material and quality for use when needed.

#### 4. 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.

#### 5. 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 Safety Designated Representative and immediate supervisor 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 Safety Designated Representative will determine the best course of action to follow.
- d. As with any job-related injury, the Safety Designated Representative will make arrangements for the employee to be seen by a physician.

- e. The Agency will make blood testing available to all workers who have had a documented on-the-job exposure and are concerned they may have been infected with HIV or Hepatitis. Testing should be done at a location where appropriate pretest counseling is available. Post-test counseling and referral for treatment should also be provided.

#### 6. 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 Safety Designated Representative.

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.

#### 7. 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.

### **F. 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 material safety data sheets (MSDS) 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 Safety Designated Representative will ensure that material safety data sheets are requested and obtained from the supplier of any new product ordered by the Agency. The Safety Designated Representative will maintain a master listing of all hazardous materials and MSDS 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 Safety Designated Representative 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 MSDS 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 authority 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.

## **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.

1. All employees who operate an Agency or personal vehicle for Agency business must meet the following minimum qualifications:
  - a. Be at least 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;
  - c. Have no major violations in the past three (3) years; and
  - d. Have no alcohol- or drug-related violations in the last ten (10) 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.
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 will 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 will 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 their supervisor 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 their supervisor. 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;
  - 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 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.
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.
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. Using cellular phones, laptop computers, tablets, iPad, iPhone, televisions, or similar devices is prohibited while driving. (Also see Cellular Phones/Mobile Technology Use Policy).
12. Listening to an iPod or other portable device while driving an Agency-issued motor vehicle is strictly prohibited. Similarly, the Agency prohibits listening to an iPod or MP3 player through headphones while driving an Agency vehicle or a rental or personal vehicle on Agency business. ***Exception to this policy is use of a hands-free device.***
13. Obey all traffic rules and regulations.
14. Employees shall not pick up or transport hitchhikers or strangers.
15. Employees shall drive defensively and anticipate driving hazards such as weather and other drivers.
16. Employees will drive courteously at all times.
17. Agency vehicles are not to be used for personal or private business.
18. Agency vehicles may only be taken home by those employees designated by the Executive Director. Agency vehicles are for business use only. They are not to be used for personal business or pleasure during or outside of 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. Upon prior approval of the Executive Director or his/her designee, employees who are required to respond to emergencies may drive Agency vehicles to and from their home.
19. 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 HR Designated Representative 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 offenses or arrests.

20. 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.
21. 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.
22. 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., resident initiatives).
23. 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.
24. No tobacco use is permitted in Agency vehicles.
25. The use of radar detectors is not permitted.
26. Towing of other vehicles is not permitted.
27. All accidents involving personal injury or major property damage should be personally investigated by the immediate supervisor under the authority of the Executive Director. An on-site investigation will help management to obtain current information about circumstances of the incident.

## **H. 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.

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 HR Designated Representative and/or 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 Designated HR Representative or the Executive Director.
- 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.

## **I. Safety**

The safety of every employee, tenant, program participant, and visitor is 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. All supervisors are responsible for promoting and managing the safety of their employees and their work environment. Supervisors 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. Supervisors also 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.
- 3. Managers and supervisors 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 their supervisors. Employee suggestions and participation in the resolution of such risks are highly encouraged.

5. The Agency strives to provide safe work and a safe work environment for all employees. All employees and supervisors have primary responsibility for safety in their work area. Employees should discuss safety concerns with their supervisor. Employees are expected to report safety concerns to their supervisor 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 HR Designated Representative and/or Executive Director will initiate suspensions or dismissals, based upon recommendation from the Department Head.

## **J. Light and Restricted Duty Assignments**

The Agency at its sole discretion, may offer temporary light-duty job assignments for employees with temporary work-related restrictions due to an illness or injury. Work must be in the employee's relative field and work must be available. Employees who are able to return to work with temporary restrictions due to injuries or illnesses should, if desired, contact the HR Designated Representative and their supervisors about light-duty assignments.

Light-duty assignments under this policy are specially created temporary job assignments for employees injured or otherwise incapacitated. Such light-duty assignments are temporary assignments only, are not vacant or permanent positions within the Agency's workforce, and are not available to employees on a permanent basis under any circumstances. The availability of such light-duty assignments depends on the employee's restrictions and business needs of the Agency. The existence of this light duty policy does not in any way guarantee that light duty will be available at any given time, or for any particular employee who requests it.

If at any point an employee is medically determined to have sustained permanent restrictions, the creation or continuation of a temporary light duty assignment will not be considered. In that event, the Agency will review the employee's situation separately, to determine the appropriate steps to be taken, if any, under the Americans with Disabilities Act, other applicable law, and other relevant Agency policies.

If a light duty assignment is available, an employee will be permitted to work in a light duty assignment only after the Agency receives a written statement from employee's treating health care provider approving the temporary assignment and indicating specified time frame to return to regular duties for the injured employee. In general, the Agency will review the status of the temporary light duty assignment with the affected employee every 30-60 days, in light of the Agency's business needs and the employee's condition, to determine if continuation of the assignment is appropriate.

If a light-duty assignment is offered by the employer and approved by the employee's physician, an employee's refusal to accept the offer of light-duty may affect the employee's right to workers' compensation benefits under applicable law. However, if the employee's injury or illness qualifies as a serious health condition for purposes of the Family and Medical Leave Act, such refusal to accept light duty will not impact the employee's rights under the Act.

#### **K. APPENDICES SECTION:**

The following Appendices are provided as support documentation and informational purposes only. Portions of the Appendices referenced in Personnel 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 AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

#### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

#### Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, 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\*; or (2) a veteran 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, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

**"The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

#### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

#### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

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

#### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

#### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

#### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

#### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

#### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

#### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.**



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

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



WHD Publication 1420 - Revised February 2013

## **APPENDIX B: FMLA Forms from the Wage and Hour Division**

*To order printed copies of forms, please email your request to [DOL-WHDPUBLICATIONS@dol.gov](mailto:DOL-WHDPUBLICATIONS@dol.gov) OR  
Download from <http://www.dol.gov/whd/forms/>*

- 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 - 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
- License/Certifications

#### New Hire Signatures Section

- Acknowledgement of Receipt of Employee Handbook
- Telephone Monitoring Employee Acknowledgement
- HIPPA Agreement & Acknowledgement
- Employee Acknowledgement of E-Mail and Internet
- Voice Mail Policy Acknowledgement

#### Federal Forms Section

- W-4

### **Benefits Folder**

#### Medical Insurance

- Employee Application

#### Vision Insurance

- Employee Application

#### Dental Insurance

- Employee Application

#### Life Insurance

- Employee Application

#### Retirement 401(K) Section

- Enrollment Form

#### Direct Deposit

- Direct Deposit Form (if applicable)

#### Drug Test/Physical

- Drug Test Results

## APPENDIX D - 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 HR Designated Representative.

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 HR Designated Representative and are considered confidential. Managers and supervisors other than the HR Designated Representative may only have access on a legitimate need-to-know basis for authorized business use. However, a manager or supervisor considering the hire of a former employee or transfer of a current employee may request relevant employment history from the file. Such requests should be submitted to the HR Designated Representative. 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 staff 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.

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## **SAMPLE FORM 1: 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.

\_\_\_\_\_ Date: \_\_\_\_\_

\*Signature of Employee or Legal Representative:

## **SAMPLE FORM 2: Authorization for Release of Information Protected By State/Federal Law**

I authorize the release of data and information related to: (Check the appropriate box)

☐ Substance Abuse

(alcohol/drug abuse)

☐ Mental Health

(includes psychological testing)

☐ HIV Related Information

(AIDS related testing)

\_\_\_\_\_ Date: \_\_\_\_\_

\*Signature of Employee or Legal Representative

**Note:** In order for this information to be released, you must sign here and above. Check all appropriate box(es).

---

### **SAMPLE FORM 3: Authorization for Release of Personnel Records**

I, \_\_\_\_\_, hereby authorize the \_\_\_\_\_  
(Employee Name) (Agency 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
- ☐ Vacation 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 the HR Designated Representative or the Supervisor of the employee, and such releases shall become a part of the employee file.

## NOTICE

The Nelrod Company<sup>®</sup> has made its best efforts to comply with regulations, laws, and Federal/local policies. The Nelrod Company<sup>®</sup> does not offer advice on legal matters or render legal opinions. We recommend that the Housing Authority's general counsel and/or attorney review this policy prior to approval by the Board of Commissioners.

**The Nelrod Company<sup>®</sup> is not responsible for any changes made to these policies by any party other than The Nelrod Company<sup>®</sup>.**



The Nelrod Company

## HOUSING AUTHORITY OF THE CITY OF LUMBERTON

### ***PERSONNEL POLICIES***

March 22, 2016



The Nelrod Company

## HOUSING AUTHORITY OF THE CITY OF LUMBERTON

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