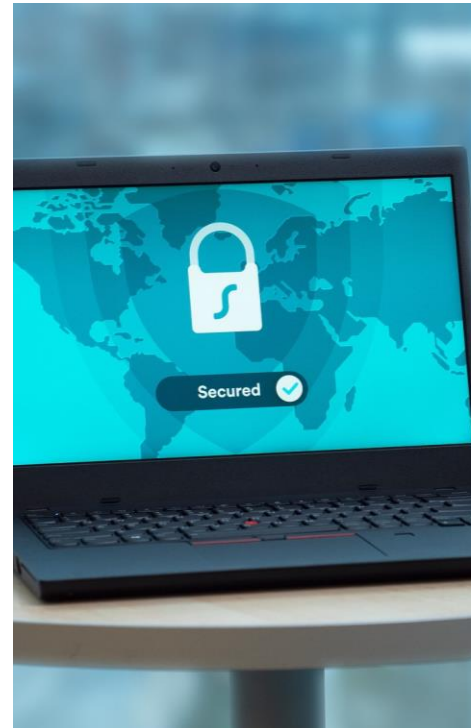


PERSONNEL POLICY MANUAL



LAREDO HOUSING AUTHORITY
Serving. Collaborating. Empowering.

March 18, 2024

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Housing Authority of the City of Laredo
Laredo, Texas
Employee Personnel Policy Manual

Adopted by Agency Board of Commissioners

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Housing Authority of the City of Laredo

Date Prepared: March 18, 2024

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SECTION 1: WELCOME TO HOUSING AUTHORITY OF THE CITY OF LAREDO

Dear Team Member:

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

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

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

NATURE OF EMPLOYMENT

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

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

Welcome to our team!

SECTION 2: AGENCY POLICIES

A. Code of Ethics

The Agency's Code of Ethics (Code) is intended to ensure that each employee and Commissioner adheres to high standards of honesty, integrity, impartiality and conduct in carrying out his/her duties to the organization and those we serve. Employees and Commissioners are expected to adhere to the highest standards of personal, professional, and business ethics and to always use good judgment about the way they conduct themselves when on duty or representing the Agency. Honesty, respect, and care in dealing with others on the job, in performing one's duties, and in dealing with customers, vendors, and visitors should be standard benchmarks of employee's and commissioner's conduct.

This Code is designed to assure the utmost in public trust and confidence in the policies and practices of the Agency. Because of its status as a public entity, the Agency recognizes its responsibility to conduct all business in a manner above reproach or censure. This Code will describe in detail the standards by which members of the Board of Commissioners and employees are to be held accountable.

This Code recognizes those sections of federal, state and local law, which govern the conduct of public employees, and in no way supplants those provisions of law.

The Code shall be generally applied to avoid the appearance, or actual occurrence of, any favoritism or special treatment towards any applicant, resident, or vendor having business, or dealings of any kind, with the Agency. No Commissioner or employee shall use or cause or allow to be used his/her position to secure any personal privileges for himself/herself, or others, or to influence the activities, actions, or proceeds of the Agency.

1. ETHICAL STANDARDS FOR EMPLOYEES

a. Employment, Business and/or Professional Activity

No employee of the Agency shall engage in activities that are a conflict of interest; gives the appearance of a conflict of interest, would be in conflict with the performance of his/her official duties, or would impair his/her independence of judgment or action in the performance of his/her official duties. . This includes but is not limited to the following activities:

- any employment;
- any business or commercial transaction engagements;
- professional activity;
- any incurred obligations; or contract

with any person who has or enters into a contract with the Agency having interest (direct or indirect) in any property included or planned to be included in any project or have any financial interest in the business of any individual or business organization in which directly or indirectly he or she would have an interest.

No Agency employee acting individually can bind the Agency by any action or verbal representation.

No current Agency employee shall represent any person, other than him/herself, in business negotiations, judicial or administrative actions or procedures, to which the Agency may be a party.

b. Insider Information

No employee of the Agency shall directly or indirectly, engage in a financial transaction as a result of, or primarily relying upon, information obtained through his/her Agency employment.

c. Preferential Treatment

There shall be no preferential treatment given by an employee of the Agency acting in the performance of his/her official duties to any person, agency or organization.

d. Handling of Agency Funds

Employees who have access to Agency funds in any form must follow the prescribed procedures for recording, handling, and protecting money as detailed in the Agency's policies and/or procedures. The Agency imposes strict standards to prevent fraud and dishonesty. If employees become aware of any evidence of fraud and dishonesty, they should immediately advise the Executive Director so that the Agency can promptly investigate.

When an employee's position requires spending the Agency funds or incurring any reimbursable personal expenses, the employee must use good judgment on the Agency's behalf to ensure that good value is received for every expenditure. Employees responsible for accounting and recordkeeping must fully disclose and record all Agency assets, liabilities, or both and must exercise diligence in enforcing these requirements.

e. Improper Inducements

The furnishings of bribes or anything of value to governmental, regulatory or referring agencies or of such agencies' personnel to improperly induce favorable action is prohibited.

f. Violation of Law

No employee will do anything in the conduct of business that would violate any local, state or federal law.

g. Action of Findings

Any matter decided on, contracted, adjudicated, or in any way acted upon by an employee who does not disclose a personal interest either in the matter, or in any person or organization having an interest in the matter, may be considered null and void by the Agency. Such a matter may be referred to the Board of Commissioners to render judgment.

Engaging in unethical conduct may result in corrective action, up to and including termination of employment.

Employees with questions or concerns about business ethics at the Agency should contact their supervisor, or one of the Executive Management Staff.

2. **ETHICAL STANDARDS FOR COMMISSIONERS**

The Board of Commissioners of the Housing Authority of the City of Laredo is the architect of policy governing the operations of the Agency and retains legal and fiscal responsibility for the Agency. Recognizing that the Commissioners are chosen from a broad range of fields and professions and community interests renders difficult the circumscription of external interests and activities of the Commissioners. It is the intent that, insofar as is possible, the members of the Board of Commissioners are generally enjoined to follow the standards of conduct, which are outlined in the Code of Ethics for employees. Further, it is expected that a commissioner will voluntarily and fully outline his/her personal interests and potential conflicts of interest prior to assuming their seat on the board. Such a statement should be submitted to the Board Chairman within sixty (60) days of the Commissioner's appointment and included in the minutes of the next regular Board Meeting. For Commissioners currently serving, such an updated statement shall be developed within sixty (60) days of their re-appointment for a new term. Such statement shall disclose the following:

- a. The names of any business, organizational or professional involvements that might reasonably be inferred as having business with the Agency and for which at some point, a commissioner might be expected to vote, legislate, or rule on a matter involving said party.

- b. Any current or past contact in, or interest in, activities or programs of the Agency, including, but not limited to, any contracts previously bid and let, familial relationships with any staff or other board members, or any consultative or professional contracts.

No Commissioner shall vote, decide on, or discuss any matter before the Board if that Commissioner has an interest in the matter, except that:

- a. A Commissioner having interest through a voluntary association with the person or organization may be allowed to discuss the matter.
- b. If the matter concerns a person or organization with which the Commissioners had former contact, and that former contact existed either prior to his/her selection or occurred at least two (2) years prior to the current discussion of the matter, the Commissioner may freely act.

No Commissioner may use his/her position on the Board to intimidate, coerce, persuade or otherwise influence any of the activities or employees of the Agency.

B. Authority to Establish Procedures

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

C. Personnel Policy Manual

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

1. New employees will be given a copy of the Personnel Manual and must sign an acknowledgement of receipt at the time of new employee orientation. New employees must familiarize themselves with the information in the Manual and if needed he/she may seek verification or clarification with the Human Resources Manager.
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.
5. The Agency reserves the right to revise, supplement, or rescind any policies or sections of this policy manual as it deems necessary to comply with changing regulations or for other reasons, in its sole discretion. The Agency will make reasonable efforts to notify employees of changes as soon as practicable, and employees are encouraged to review all posted notices and to read all memoranda concerning such policy changes.

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

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

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

E. Equal Employment Opportunity/Affirmative Action

The Housing Authority of the City of Laredo 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. The Agency will also abide by the provisions of Section 17 Civil Rights Requirements of the Annual Contributions Contract (ACC), which state:
 - a. The Agency shall comply with all statutory, regulatory, and executive order requirements pertaining to civil rights, equal opportunity, and nondiscrimination, as those requirements now exist, or as they may be enacted, promulgated, or amended from time to time. These requirements include, but shall not be limited to, compliance with at least the following authorities: Title VI of the Civil Rights of 1964; the Fair Housing

Act; section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975; The Americans with Disabilities Act, and Executive Order 11063.

- b. In connection with the development or operation of any housing development, the Agency shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, disability, age, or national origin. The Agency shall take affirmative action to ensure that applicants applying for employment, and employees during employment are treated during employment, without regard to race, color, religion, sex, sexual orientation, disability, age, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision (modified only to show the particular contractual relationship) in all its contracts in connection with the development or operation of any housing development, except contracts for standard commercial supplies or raw materials and contracts referred to in guideline c) below and shall require all contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Agency shall post at the housing developments, in conspicuous places available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this nondiscriminatory clause.
 - c. The Agency shall incorporate the language required by Executive Order 11246, codified at 41 CFR §60-1.4(b) (or any successor provision), into any contract for construction work, or any modification thereof, which is paid for in whole or in part with funds obtained under the ACC. In addition, the Agency will be bound by the equal employment opportunity provisions set forth at 41 CFR §60-1.4(b) (or any successor provision) with respect to its own employment practices when it uses its own staff (force account) to carry out federally assisted construction.
 - d. The Agency will assist and cooperate with HUD and the Secretary of Labor to ensure compliance of contractors and subcontractors with the Equal Opportunity clause, rules and regulations.
- 2. 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.
 - 3. The Executive Director is responsible for administering and monitoring the Agency's equal opportunity/affirmative action policies and procedures.

4. 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.
5. All other personnel policies and practices of the Agency (including compensation, benefits, discipline, and safety and health programs as well as social and recreational activities) will be administered and conducted without regard to any individual's race, color, religion, sex, sexual orientation, age, national origin, disability, status as a disabled veteran or veteran of the Vietnam Era, military status, genetic information, or any other legally protected class or status.

F. Equal Pay

Subject to limited exceptions, the Agency pays female and male employees equal pay for work within the same establishment, on jobs that require equal skill, effort, education, experience, and responsibility, and that are performed under similar working conditions. In general, substantially similar work is determined by evaluating the level of skill, effort, responsibility, and performance under similar working conditions.

However, the Agency may pay different wages for employees of opposite sex when the wages are based on:

1. A seniority system.
2. A merit system.
3. A system that measures earnings by quantity or quality of production.
4. The geographic location where the work is performed.
5. Education, training, or experience to the extent that they are reasonably related to the work in question, or
6. Travel, if the travel is a regular and necessary condition of the work performed.

Before making a promotion decision, the Agency will announce, post or otherwise make known, all opportunities for promotion to all employees on the same calendar day. For every posted job opening, disclose the salary or wage rate or range, along with a general description of all the benefits and other compensation that will be offered to the hired applicant. The Agency will not rely on an applicant's salary history to determine whether to offer employment or what salary to offer.

G. Harassment and Sexual Harassment

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

1. All Agency employees must comply with the Department of Housing and Urban Development (HUD's) 24 CFR Part 100 Quid Pro Quo and Hostile Environment Harassment and Liability for Discriminatory Housing Practices under the Fair Housing Act.
2. It is against Agency policy for any employee to harass any employee, vendor, contractor, resident, landlord, or prospective resident of the Agency through the use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to race, color, religion, sex, sexual orientation, national origin, age (40 or older), disability (including pregnancy) and genetic information, status as a disabled veteran, or any other protected class or status. This includes acts that are declared to be "jokes" or "pranks," but that might reasonably be perceived as hostile or demeaning.
3. Harassment involves verbal or physical conduct that harms or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, sexual orientation, national origin, age (40 or older), disability (including pregnancy) and genetic information, status as a disabled veteran, other protected class or status, or that of his/her relatives, friends or associates and that:
 - a. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
 - b. Has the purpose or effect of unreasonably interfering with an individual's work performance.
 - c. Otherwise adversely affects an individual's employment opportunities.
4. It is illegal and against Agency policy for any employee to harass another employee by making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature as a condition of employment 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.
5. The creation of an intimidating, hostile, or offensive work environment may include such actions as persistent comments on an employee's sexual orientation or the display of obscene or sexually oriented photographs or drawings, publishing or posting written or graphic material that criticizes or shows hostility or aversion toward an individual or group because of race, color, religion, sex, sexual orientation, national origin, age (40 or older), disability (including pregnancy) and genetic information, status as a disabled veteran, or any other protected class or status that is placed on walls, bulletin boards, or elsewhere for Agency property, including computers or circulated in the workplace.
 6. Unreasonable conduct will not be tolerated. This includes, but is not limited to, excluding employees from information regarding opportunities for advancement; denying access to information, people, or places; treating other employees as inferiors; or selecting one or a few members of a protected class for favorable treatment.
 7. The Agency will determine whether certain conduct occurred and/or whether it constitutes harassment or sexual harassment based upon a review of the facts and circumstances of each situation.
 8. The Agency will not condone any harassment or sexual harassment of employees. Moreover, the Agency will not tolerate inappropriate conduct by independent contractors or other visitors. All employees, including supervisors, will be subject to severe disciplinary action up to and including termination for any harassing or sexually harassing behavior.
 9. Employees who believe they have been subjected to harassment or sexual harassment should immediately report the alleged harassment to their supervisor. If the supervisor is the source of the alleged harassment, employees should report the problem to the supervisor's superior.
 10. Supervisors who receive a harassment or sexual harassment complaint should report the complaint to the Human Resources Manager.
 11. 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 Section 3.S.).
 12. Supervisors who receive a harassment or sexual harassment complaint should report the complaint to the Executive Director.
 13. 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.

14. 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 Section 3:S.)
15. No employee should be subject to any form of retaliation or discipline for pursuing a harassment or sexual harassment complaint.
16. The Agency recognizes that the issue of whether harassment or sexual harassment has occurred requires a factual determination based on all the evidence received.
17. 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. Employees who make false accusations of harassment or sexual harassment will be subject to disciplinary action up to and including termination of employment.
18. 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.

H. Reasonable Accommodation for Individuals with Disabilities

The Agency is committed to providing equal access to employment opportunities for persons with disabilities including pregnancy-related disabilities and health conditions related to pregnancy of the physical recovery from childbirth. It is the policy of the Agency to abide by all federal and state laws concerning Americans with Disabilities Act (ADA) as amended and including the American Disabilities Amendments Act of 2008 (ADAA). The ADA prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

1. When an individual with a disability requests accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he/she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or

others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.

2. The Agency will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to the Agency.
3. The Agency considers a qualified individual with a disability as a person who meets legitimate skill, experience, education, and other requirements of an employment position that he/she holds or seeks.
4. The Agency will not ask or require a job applicant to take a medical examination before extending a conditional job offer. Except under lawful circumstances, the Agency will not make any pre-employment inquiry about a disability or the nature or severity of a disability. However, the Agency may ask questions about the ability to perform specific job functions and may, with certain limitations, ask an individual with a disability to describe or demonstrate how he/she would perform these functions.

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

5. Employees with disabilities that are not immediately discernible but who feel they are in need of a reasonable accommodation should direct their request, in writing, to the Human Resources Manager.
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 ensure the request does not have cause of undue hardship on the Agency, or causing a direct threat to workplace safety;
 - c. Participate in an interactive process with the employee or applicant to identify an accommodation that is reasonable and achieves the goals that prompted the request for accommodation; and
 - d. Confer with the Human Resources Manager. 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 providing the accommodation would present an undue hardship on the Agency.

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7. The Agency will not participate in a contractual or other relationship that has the effect of subjecting qualified applicants or employees with disabilities to discrimination prohibited by Federal regulations. The relationships referred to in this paragraph include relationships with employment and referral agencies, labor unions, organizations providing or administering fringe benefits to employees of the Agency, and organizations providing training and apprenticeship programs.
 8. All employees are required to comply with the Agency's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until a decision has been made in regard to the employee's immediate employment situation.
 9. Individuals who are currently using illegal drugs are excluded from coverage under the Agency ADA policy.

Terms Used in This Policy

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

1. Disability: A physical or mental impairment that substantially limits one or more major life activities of the individual, a record of such an impairment, or being regarded as having such an impairment.
2. Major life activities: Term includes caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.
3. Major bodily functions: Term includes physical or mental impairment such as any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin and endocrine. Also covered are any mental or psychological disorders, such as intellectual disability, organic brain syndrome, emotional or mental illness and specific learning disabilities.
4. Substantially limiting: In accordance with the ADA final regulations, the determination of whether an impairment substantially limits a major life activity requires an individualized assessment, and an impairment that is episodic or in remission may also meet the definition of disability if it would substantially limit a major life activity when active. Some examples of these types of impairments may include epilepsy, hypertension, asthma, diabetes, major depressive disorder, bipolar disorder and schizophrenia. An impairment, such as cancer that is in remission but that may possibly return in a substantially limiting form, is also considered a disability under EEOC final ADA regulations.

5. Direct threat: A significant risk to the health, safety or well-being of individuals with disabilities or others when this risk cannot be eliminated by reasonable accommodation.
6. Qualified individual: An individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.
7. Reasonable accommodation: Includes any changes to the work environment and may include making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, working remotely, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.
8. Undue hardship: An action requiring significant difficulty or expense by the employer. In determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include:
 - a. The nature and cost of the accommodation.
 - b. The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of persons employed at such facility, the effect on expenses and resources, or the impact of such accommodation on the operation of the facility.
 - c. The overall financial resources of the employer; the size, number, type and location of facilities.
 - d. The type of operations of the Agency, including the composition, structure and functions of the workforce; administrative or fiscal relationship of the particular facility involved in making the accommodation to the Agency.
9. Essential functions of the job: Term refers to those job activities that are determined by the employer to be essential or core to performing the job; these functions cannot be modified.

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

I. Reasonable Accommodations for Religious Beliefs

The Agency is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their

religious beliefs cause a deviation from the Agency's dress code or the Individual's schedule, basic job duties, or other aspects of employment. The Agency will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. The factors that will be considered will be the burden on Agency operations, including other employees, when determining reasonable accommodation. At no time will the Agency question the validity of the person's belief. All requests for Religious Accommodations must be presented in writing to the immediate supervisor. All accommodations will be at the discretion of the Executive Director.

J. Whistle Blower

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

1. Types of Issues that may be of concern:

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

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

2. How to Report a Concern:

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

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

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

3. How the Whistleblower is Protected

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

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

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

K. Smoke/Tobacco-Free Workplace

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

Smoking means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette or pipe or any other heated tobacco or plant product intended for inhalation, including hookahs and marijuana whether natural or synthetic, in any manner or in any form. Tobacco products include but are not limited to cigars, cigarettes, pipes, snuff, chewing tobacco, e-cigarette, weed, and other forms of smokeless tobacco.

The Agency prohibits smoking and the use of tobacco products within any Agency building which includes residential units, housing development community centers, laundry rooms, day

cares etc. All employees must use designated smoking areas which must be within twenty-five (25) feet from any entrance of the buildings.

The Smoke-Free Workplace policy applies to:

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

L. Drug and Alcohol-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, residents, 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.

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- a. The Drug-Free Workplace Act of 1988 requires that the Agency, as a federal contractor and grant recipient, certify that it provides a drug-free workplace through the publishing of this statement notifying employees that as a condition of their employment, they are to abide by the terms of this statement.
 - b. It is the Agency's policy to maintain a drug-free workplace. The unlawful manufacture, distribution, possession, use or sale by an employee of a controlled substance during working hours is strictly prohibited. Further, it is a violation of this policy for an employee to possess, consume or be under the influence of alcohol during working hours. The Agency does not condone criminal activity on its property, or on property under its direct control, and will take appropriate employee action, up to and including dismissal or required participation in drug abuse assistance or rehabilitation programs.
 - c. The unlawful manufacture, distribution, dispensing, possession, or use of any substance appearing on Schedules I-V of Section 202 of the Controlled Substances Act (21 U.S. Code § 812) is prohibited in the Agency workplace.

2. Notification of Conviction

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

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

3. Definitions

- a. **Alcohol or alcoholic beverage** – means an intoxicating agent in a beverage that may be legally sold and consumed, and that has an alcoholic content in excess of .04% for safety sensitive positions and .08% for non-safety positions. (i.e., ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol).
- b. **Alcohol Test** – means an analysis of breath or blood, or any other analysis which determines the presence, absence or level of alcohol as authorized by the relevant regulations of the U.S. Department of Transportation.
- c. **Adulterated specimen.** A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.
- d. **Certified laboratory** – means any facility equipped to perform the procedures prescribed in this policy, in accordance with the standards of the United States

Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration.

- e. **Chain of Custody** - refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing accountability at each stage in handling, testing, and storing specimens and reporting test results.
- f. **Drug** – means any substance (other than alcohol) capable of altering the mood, perception, pain level, or judgment of the individual consuming it and/or the metabolite of any such substance. Any drug subject to testing pursuant to drug testing regulations adopted by DOT.
- g. **Medical Cannabis** – Marijuana as recommended by a doctor in the treatment of a medical condition such as types of cancer, regardless of stage, chronic, severe, intractable or debilitating pain, epilepsy or seizure disorder, multiple sclerosis, muscle spasms, chronic nausea, post-traumatic stress disorder etc.
- h. **Vapes** – use of electronic cigarettes and vaping devices prohibited on any and all properties owned and operated by the Executive branch, including buildings, land, vehicles owned, leased and contracted for stat use.
- i. **Drug Test or Tests** – mean any chemical, biological, or physical instrumental analysis administered by a certified laboratory for the purpose of determining the presence or absence of a drug or its metabolites or alcohol pursuant to regulations governing drug or alcohol testing adopted by the DOT.
- j. **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).
- k. **Drug Rehabilitation Program** – means a service provider that provides confidential, timely, and expert identification, assessment and resolution of employee drug or alcohol abuse.
- l. **Illegal drug** – means any drug or controlled substance, the sale or consumption of which is illegal.
- m. **Medical Review Officer (MRO)** – means a licensed physician, employed with or contracted with the Agency, who has knowledge of substance abuse disorders, laboratory testing procedures and chain of custody collection procedures; who verifies positive, confirmed test result; and who has the necessary medical training to interpret

and evaluate an employee's positive test result relation to the employee's medical history or any other relevant biomedical information.

- n. **Specimen** – means urine, blood, breath, saliva, or hair.
 - o. **Inhalant** – means any glue, paint, aerosol, anesthetic, cleaning agent, solvent, or other substance that, when inhaled or ingested, will cause a condition of intoxication, euphoria, excitement, exhilaration, stupefaction, or dulling to the senses and that contains chemicals, including, but not limited to: toluene, xylene; hexane; acetone; methylene chloride; methanol; Freon(s); benzene; (iso) amyl nitrite; (iso) butyl nitrite; (iso) propyl nitrite; N-butyl nitrite; butane; propane; fluorocarbon, hydrocarbons; ethyl chloride; nitrous oxide; halothane; tetrachloroethylene; trichloroethane; trichloroethylene.
- 4. No prescribed drug shall be brought on Agency premises by any person other than the person for whom the drug is currently prescribed by a licensed medical practitioner and shall be used only in the manner, combination, and quantity prescribed. The employee must provide a written statement from his/her physician regarding the prescriptions' effect on the employee's performance of job duties to his/her supervisor. If a supervisor deems there may be a potential safety risk, the employee will be directed to take unpaid or accrued paid leave or may be reassigned to another position until the use is discontinued.
 - 5. The Agency will not tolerate on-premises or on-duty use, possession, or distribution of illegal drugs or alcohol or the abuse of inhalants. Employees who use these substances off duty and report for work under their influence may be terminated.
 - 6. The illegal use, sale, trade, or delivery of a drug or controlled substance or the illegal possession of same on or off duty is cause for termination.
 - 7. Upon reasonable suspicion, the Agency reserves the right to search, without employee consent, all areas and property in the Agency which the Agency maintains control or joint control with the employee. Otherwise, the Agency may notify appropriate law enforcement agencies that an employee may have illegal drugs in his/her possession or in an area not jointly or fully controlled by the Agency.
- 8. Applicant Testing

All persons who seek employment 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. **Random Testing:** At the discretion of Agency management, employees may be required to participate in random, spot-check drug screens. Drug tests are unannounced, and every employee has an equal chance of being selected for testing.
- 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 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."

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- e. Testing of the specimen will be performed by a certified laboratory. The method of initial testing used will be Enzyme Multiplied Immunoassay Technique (EMIT). In the event, the initial test results are positive; the laboratory will perform a second test on the same specimen to confirm the test results. The confirmation test method used will be GC/MS (gas chromatography/mass spectrometry). Except as otherwise provided under this policy, all initial and confirmation tests will be performed at the expense of the Agency.
 - f. Positive test results may be reviewed by the laboratory's Medical Review Officer (MRO) who may interpret and evaluate the test results together with the individual's medical history and any other relevant information. Applicants and employees will have the right to obtain results and provide the Medical Review Officer (MRO) and/or Human Resources Manager 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 reasonable suspicion test, random test or any other test administered in accordance to this policy;
- v. Testing positive for controlled substance(s) in a reasonable suspicion test, random 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 an Agency approved drug or alcohol treatment program at the employee's expense. An employee who is so required will be evaluated for drug and alcohol use by a professional in this field. An employee may also be required to participate in follow-up care as part of a comprehensive alcohol and drug treatment program. Depending upon the nature of the conduct, which led to the employee's mandated participation in an alcohol and drug treatment program, the employee may be required to submit to random or unannounced screening for alcohol and/or drugs for a specified period of time and to meet various performance standards, which are imposed as a condition of continuing employment.
- f. Employees who come forward to admit they have a substance abuse problem prior to the Agency's initiation of investigative and/or disciplinary procedures may, at the Agency's discretion, be granted leave for the purpose of obtaining appropriate counseling and treatment. Employees seeking appropriate treatment may be conditionally reinstated to their previous status provided they undergo Agency-approved substance abuse counseling/treatment at their own expense, maintain the preventive course of conduct prescribed by their drug and alcohol counselor and doctors, and their work performance is not adversely affected by continued abuse of drugs and alcohol.
- g. Treatment for alcoholism and other drug addictions is regarded as the same as treatment for any other illness or disability. The Agency is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as a disability under federal and/or state law.

- h. **Employees who are granted the opportunity for treatment will have only one opportunity to go through counseling/treatment.** Employees who do not follow the prescribed preventive maintenance treatment by their drug counselor or who relapse or engage in drug or alcohol use affecting their job performance will be terminated.
- i. The Agency reserves the right, when having reasonable suspicion, to search any employee entering on its property or off-site while performing services for the Agency and to search property, equipment, and storage areas including but not limited to clothing, personal effects, vehicles, buildings, rooms, facilities, offices, parking lots, desks, cabinets, and lunch and equipment boxes or bags. Any items which an employee does not want to have inspected should not be brought to work.

13. Amendments

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

14. Medicinal and Recreational Marijuana

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

M. Inspection on the Agency's Premises:

The Agency reserves the right to conduct searches to monitor compliance with work and safety rules. All employees, residents, vendors, program participants and/or visitors are subject to this policy when entering the property or off-site while performing services for the Agency. If a search is requested, it is not an accusation of theft or other wrongdoing, but merely part of an investigation. Searches may be conducted on equipment, storage areas, personal effects, vehicles, buildings, rooms, facilities, offices, parking lots, desks, cabinets, clothing, lunch and equipment boxes or bags. The Agency will not touch anyone without consent. Refusal to submit to a search may lead to immediate termination or lesser penalty and will be at the discretion of the Executive Director or his/her designee.

SECTION 3: EMPLOYMENT REGULATIONS, POLICIES, & PROCEDURES

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

A. Personnel Actions Authority

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

B. Recruitment, Employment, and Preferences

1. The Executive Director shall be appointed by the Agency as prescribed in the bylaws of the Agency. The Executive Director shall also serve as the Secretary of the Board of Commissioners (Board) of the Agency and shall exercise such duties as set forth in the bylaws. The Executive Director, with prior consent or approval from the Board of Commissioners, has authority to establish or abolish positions or classes of positions within the organizational structure.
2. 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. Current Employees: To be eligible to apply for a posted job, current employees must have completed the introductory period for their current position. Employees who are on probation or suspension are not eligible to apply for posted jobs.

6. Each applicant must complete and sign the Agency's application for employment. All information submitted by applicants is subject to verification. Applications will be considered without regard to race, color, religion, sex, sexual orientation, age, national origin, and disability, status as a disabled veteran or veteran of the Vietnam Era, military status, genetic information, or any other legally protected class or status.
7. Depending upon the nature of the vacancy and administrative requirements, pre-employment assessments may be administered and all applicants for a particular job opening will be treated equally and may be required to take the same pre-employment assessments. If an applicant requests reasonable accommodation for the purposes of the application process or to enable employment in a position, management will take the accommodation into consideration as required by the Agency's Equal Employment Opportunity Policy. Any information provided will be kept confidential and be used solely in accordance with the Americans with Disabilities Act as amended including the ADA Amendments Act of 2008.
8. Each announcement shall state that the Agency is an Equal Opportunity Affirmative Action/Veterans/Disability Employer. All information submitted with the application is subject to verification. All information submitted with the application is subject to verification. Depending upon the nature of the vacancy and administrative requirements, applicants may be required to undergo written, oral, performance, physical ability, background checks, and/or other evaluation procedures as reasonably related to job requirements, and as permitted by law.

Any false information given by an applicant or an unfavorable driver's record, for persons applying for positions which require a driver's license, shall be grounds for voiding an application and/or an appointment and/or termination at any time.
9. 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.
10. 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 veteran status,
 - c. Qualified public housing residents and Section 8 program participants,

- d. All other qualified applicants.
11. With respect to administering a veteran's preference, for each announced open position, if applicable, the PHA shall interview according to the following.
- a. If six or fewer applicants are chosen for an interview, an applicant qualified for veteran's preference must be interviewed.
 - b. If more than six applicants are interviewed, 20% of the interviewees must claim veteran's preference.
 - c. For an announced open position that does not yield applicants who qualify for a veteran's employment preference, (a) and (b) do not apply.
12. 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; (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; (6) Qualification standards for employment will include education, experience, skills, and abilities necessary to adequately perform the job.

C. Background Checks

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

- 1. Background checks may apply to new hires and current employees who transfer into a position when the position was identified as requiring a background check, and a background check was not done when the employee was hired.
- 2. Depending on the nature of the position, the Agency may inquire into an individual's background in one or more of the following areas: educational records, criminal records, credit records, driving records, military records, federal court records, etc. Other kinds of verification checks may be added if the particular position warrants.
- 3. Background checks will be performed every five (5) years for each employee or volunteer that works directly or indirectly with children/youth/minors (i.e., recreational positions, maintenance and administrative positions pertaining to such programs). [34 U.S. Code § 20351 - Requirement for background checks].

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4. Procedures for obtaining background information and recordkeeping relating to background checks shall be established and maintained by the Human Resources Manager.
 5. Notification of the background screening requirements will be included in the information provided to job candidates.
 6. Any individual to whom an offer of employment is made shall be required to provide the necessary information used to conduct a background check and sign the appropriate consent form. The following information will be provided for the applicant and/or employee:
 - a. Consequences of failing to submit to the background check, and
 - b. Reasonable means used to maintain confidentiality of the results from the background check.
 7. Background check results will be processed in a timely manner and will be revealed only on a legitimate need-to-know basis for authorized business purposes by the Human Resources Manager.
 8. A prospective or current employee who declines to consent to the background check shall have the conditional offer withdrawn and will be subject to disqualification from consideration for employment and/or selection.
 9. Any prospective or current employee who provides maliciously false information required to perform a background check shall be eliminated from further consideration for employment/selection.

10. Criminal Background Checks

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

11. 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 while conducting 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. The employee accepts that the Agency will not be financially responsible for any damages to the employee's vehicle, and the employee accepts any liability and financial responsibility for any accidents or damages that may occur while using their personal vehicle.

12. State/National Sexual Offender Registry Check

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

D. Fitness for Performance

An applicant for hire or an employee may be required to undergo medical and/or physical examinations to determine fitness for employment and/or continued employment.

1. Candidates for Employment: Physical Examinations may only be given to candidates to whom an employment offer was extended. If a candidate qualifies for an offer of employment, the offer will be conditioned upon satisfactory completion of the physical examination.

A physical examination may be required for specific jobs in the Maintenance Department provided that all entering employees in the job classification must take such an examination regardless of whether or not they are disabled. Typically, this is a requirement for maintenance personnel only or individuals whose duties require physical exertion. The scope of the medical examination should be limited to the physical requirements of the position. All information obtained with respect to physical examinations shall be kept confidential. This is an allowable cost to the Agency.

Exemption to Physical Examinations will be Office Employees.

2. Otherwise, qualified individuals with a disability will be considered for reasonable accommodation in accordance with applicable law.
3. 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,
 - 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 Human Resources Manager, who will make recommendations and a decision regarding reasonable accommodation that will not impose an undue hardship on the Agency.

E. Personnel Information

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

1. It is the responsibility of the employee to keep Agency personnel files updated. The following information must be provided at the time of employment, and changes should be submitted promptly by the employee in writing:
 - a. Name, address, and telephone number.
 - b. Marital status (for benefits and tax withholding purposes only).
 - c. Number of dependents.
 - d. Addresses and telephone numbers of dependents and spouses or former spouses for insurance purposes only.
 - e. Beneficiary designations for any of the Agency's insurance, disability, pension, and profit-sharing plans.
 - f. People 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.

1. The primary responsibility for arranging and conducting each new employee's orientation belongs to the Human Resources Manager.
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 Personnel Policy Manual and are expected to familiarize themselves with the information once the orientation session is completed.
4. Employees shall sign a statement that they have received a copy of the Personnel Policy Manual and agree to abide by its rules, terms, and provisions.
5. All necessary paperwork must be completed by new employees, including tax withholding, payroll deduction, I-9, and any other form(s) required by law and or Agency policy.

G. Immigration Reform and Control Act

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

1. During orientation, new employees must complete and sign their portion of the USCIS Form I-9. The employee must:
 - a. Within three (3) business days after the employee's date of hire, provide proof of eligibility as required by the IRCA; or
 - b. Provide the Agency with a receipt indicating the employee's application for the proper documents within three (3) business days after the date of the employee's hire if the employee does not have the documents; and within ninety (90) calendar days after the employee's date of hire, present the required documents to the Agency for examination. Failure to provide the required documentation may result in termination of employment.
2. The Agency will not discriminate against individuals on the basis of national origin or citizenship, or any other unlawful basis.
3. The Agency will not require employees to produce documentation of their authorization to work in the United States beyond that required by or permitted by the USCIS.

H. Introductory/Evaluation Period

New employees shall 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, employment can be terminated immediately.

1. All new employees shall serve an introductory/evaluation period for the term of sixty (60) 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 sixty (60) day 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 affected 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.

I. Nepotism/Employment of Relatives

Members of commissioners or employee's immediate family or household may be considered for employment on the basis of their qualifications of merit and fitness if a waiver is approved

by HUD. However, the Agency recognizes that a close familial relationship between an employee and a supervisor creates an actual conflict of interest or the appearance of a conflict of interest that has the potential to create an adverse impact upon employee work performance and morale and relates to fitness of employment. Therefore, immediate family members or household members of commissioners or existing employees may not be hired, if employment would:

1. Create a supervisory relationship between immediate family or household members with Familial relationship. No official or employee shall supervise or be in a direct line of supervision over a member of his/her immediate family or household member, nor shall any commissioner or employee have authority to appoint, terminate, or discipline a member of his/her immediate family member or household member.
2. Place immediate family or household members in a position where one family member or household member would audit, verify, receive, or be entrusted with money received or handled by the other family member or household member.
3. This policy may also be considered when assigning, transferring, rating job performance, or promoting an employee and applies to all types of employees (i.e., full-time, part-time, temporary and contract).

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

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, spouse/domestic partner, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, legal guardian and persons who maintain a mutual residence.

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

The requirements of this subsection may be waived by the Board of Commissioners of the Agency for good cause, provided such waiver is permitted by state and local law, and a waiver is obtained from HUD in accordance with the ACC, Section 16(b)(5).

J. Employment of Minors

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

Persons under the age of eighteen (18) shall not be considered for regular or temporary employment unless they have had their minority status legally removed (i.e., legally married, emancipated minor, etc.). Persons under the age of eighteen (18) that are covered under an approved government-sponsored youth training program are exempt from this provision. The Agency will comply with federal and state child labor laws.

K. Secondary Employment

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

1. All employees (i.e., full-time, part-time, and temporary) are required to report additional and/or secondary employment to management. Secondary employment means regular outside employment including consulting, business ownership activity and self-employment, especially when such secondary activity is expected to be on-going rather than just occasional. Such additional and/or secondary employment shall be approved in writing by the Executive Director and the employee's supervisor. Volunteer work, odd jobs of extremely limited duration and similar activities that neither conflict with your work schedule at the agency nor pose any conflict of interest can be disclosed but do not need approval.
2. Employees must not conduct or solicit secondary employment in any manner during working hours or in working areas.
3. Employees must not conduct or solicit secondary employment or non-agency business relationships or contracts from the Agency's clients (e.g., residents, program participants, landlords etc.) or while using Agency-owned equipment or supplies.

4. Employees may not work, directly or indirectly, for contractors, suppliers, residents, program participants, resident/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 another employment is not covered under the Agency's occupational injury and illness plan.
6. Employees granted a leave of absence may not use this time to work for any other employer or themselves.
7. Secondary employment may be cause for disciplinary action up to and including dismissal when it results in poor performance, conflict of interest, absenteeism, tardiness, or refusal to work required overtime for maintenance of essential Agency services, or when it adversely affects the interests of the Agency or residents.
8. Employees who are members of the Executive Staff shall not engage in any secondary employment. Secondary employment may be cause for disciplinary action up to and including dismissal.

L. 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.

M. 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 Agency (regardless of the position) is covered by Section 3. The following definitions apply:

1. New Hire: A full-time employee for a new regular, temporary, or seasonal position that is created as a direct result of the expenditure of Section 3 covered financial assistance.
2. Section 3 Resident:
 - a. A public housing Resident; 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.

N. Rehire of Former Employees

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

1. Applications received from former employees, who are eligible under this policy to be considered for employment, will be processed using the same procedures and standards governing all direct applications.
2. The 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 and annual 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 during previous employment with the agency, the requirement to serve such a period may be waived by the Executive Director, provided he/she is being re-employed in a position of like classification and grade.
 - d. Time previously served toward a periodic salary increase may be credited, provided, he/she returns to a position of like or lower classification and grade.
 - e. The assigned salary rate may be above entry level for the grade.
 - f. Tenure with the Agency may be considered continuous except in computation of seniority and Family and Medical Leave if applicable.

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

O. Employment of Commissioners

The employment of Commissioners during his/her tenure or for one (1) year thereafter, in a salaried or contract position with the Agency constitutes a conflict of interest under Section 16 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 criterion for granting a waiver includes the consideration of availability and qualifications of other candidates as well as the qualifications of commissioners. [24 CFR § 401.310 (c)]

P. Performance Evaluations

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

1. The Formal Performance Evaluation must be completed and reviewed with all employees after the introductory period and annually thereafter. Typically, this review will occur twelve (12) months after the hire date, the date of the last merit review, or the date of a promotion or in conjunction with other annual reviews. The Executive Director has the right to change, modify or approve exceptions to this policy at any time with or without notice.
2. A completed Performance Evaluation must accompany all requests for merit increases and promotions. The Performance Evaluation 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 Human Resources Manager 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 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.

Q. Discipline and Correction

The purpose of this policy is to establish a consistent program of action to help Agency employees, and their supervisors discuss and resolve employee misconduct or deficient performance.

1. Violations of work rules, instances of unacceptable behavior or misconduct, insubordination, and deficient 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. The Agency will take every precaution to protect the safety of employees and complies with the Occupational Safety and Health Administration (OSHA) and current Centers of Disease Control (CDC) regulations. Maintenance employees will be provided Personal Protective Equipment (PPE) when needed to perform emergency work orders (i.e., COVID, Bed Bugs, etc.) and will be required to perform duties assigned to complete the work order.
 - c. 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.
- 2. Each employee is expected to work in a cooperative manner with management, coworkers, residents, 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, physicians note, PTO form and/or time clock entries.
 - b. Mishandling customer accounts, including storing customer credit card information, tax ID numbers or other personal information, except as required in case work.
 - c. Theft, fraud, gambling, carrying unapproved firearms or explosives, or violation of criminal laws on Agency premises.
 - d. Threatening, intimidating, coercing, using abusive language, harassing or otherwise interfering with the performance of fellow employees.
 - e. Harassment of employees, clients, residents, program participants, landlords, contractors, vendors or any person 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 providing proper notification.
 - j. Leaving early without approval.
 - k. Working overtime without approval.
 - l. Excessive absences or tardiness will not be tolerated. Excessive tardiness is defined as being late more than three (3) times within a period of sixty (60) consecutive days.
 - m. Failing to use timekeeping methods as directed.
 - n. Misuse or mistreatment of agency property, including computer hardware/software, agency funds, agency assets or facilities. This includes the removal (from the agency premises), or personal use of agency supplies or office supplies.

- o. Unauthorized receipt and/or distribution of inappropriate messages via telephone, mail system, including electronic mail systems, the Internet, Intranet or other agency owned equipment or software.
 - p. Participation in Internet chat rooms, message boards, newsgroups, or other Internet communications concerning agency confidential information.
 - q. Use, possession, sale, distribution, purchase or being under the influence of illegal drugs or other intoxicants at any time while working on agency premises or while attending agency events.
 - r. Failure to behave in a positive, professional manner.
 - s. Failure to follow agency policies, rules or procedures (including those specific to the assigned work location).
 - t. Conduct that disrupts the operation of the Agency or adversely affects confidence in the Agency's ability to provide quality service.
 - u. Conviction of a felony as defined by law or any violation of a statute or ordinance involving moral turpitude, (defined as any conduct that's contrary to justice, honesty and good morals) while either on or off the job.
 - v. Performing maintenance or services for the Agency residents in exchange for money and/or other goods and services.
 - w. Failure to meet the specific requirements of one's job description.
 - x. Disrupting the workplace by discussing politics or any other controversial subject that may offend, demean, be inflammatory or disrespectful to coworkers, residents, participants, vendors etc. This behavior reduces employee morale and displays a lack of professionalism in the workplace.
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.

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6. Employees who believe they have been disciplined unfairly may follow the Agency Grievance Procedures (See Grievance Procedures Policy Section 3.S).

R. Termination of Employment

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

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

1. The types of terminations are voluntary resignation, dismissals, voluntary abandonment, layoff/reduction-in-force. Following are brief descriptions:
 - a. Dismissals:
 - i. Any employee may be dismissed by the Executive Director from the Agency at any time, with or without notice and with or without cause as all employees are at will.
 - ii. A new employee who is dismissed during the initial introductory period is not entitled to participate in the grievance procedure, except on grounds of illegal discrimination, in which case the employee may appeal in writing to the Executive Director within fifteen (15) working days following notice of failure to qualify.
 - iii. Accrued/unused annual leave may be paid by the Agency up to the maximum accrual amount upon termination if the employee has worked his/her full two (2) weeks' notice. Unused accrued sick leave is not paid at termination unless the employee has continuously worked for the Agency for ten (10) years or more, then he/she will be paid up the maximum of thirty (30) days. Terminations for misconduct are not eligible for annual or sick leave payout.
 - b. Voluntary resignations mean notice Agency receives a formal written notice, giving a minimum of two (2) weeks' notice, that the employee will be leaving their job and gives a final date that they will be leaving. An employee may retract a letter of resignation

within three (3) business days of its submission. However, the acceptance of such a retraction is at the discretion of the Executive Director.

- c. Voluntary abandonment applies when the employee leaves their position by walking off the job without permission, fails to report for duty and/or does not call in to report the absence to the employee's supervisor and/or Human Resources Manager at the regularly scheduled time for three (3) consecutive working days.
 - d. Layoff and/or reduction-in-force mean either temporary or permanent termination of employment on the initiative of the Agency. The Agency reserves the right to reduce its workforce when substantial changes or circumstances necessitate such action.
 - e. Discharge due to performance means termination of employment on the initiative of the Agency under circumstances generally related to the quality of the employee's performance, whereby the employee is considered unable to meet the requirements of the job. In this case, the employee will not be considered for re-employment for two (2) years.
 - 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 for two (2) years.
2. Before discharge is considered for any reason, consideration will be given to employees' length of service and past contributions to the Agency. Also, an investigation to all possible alternatives to discharge will be conducted, including reassignment, demotion, early retirement, or a voluntary resignation in exchange for enhanced separation benefits.
 3. Upon both voluntary and involuntary termination, management may conduct an exit interview with the terminated employee to attempt to uncover essential 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. All outstanding advances charged to the terminating employee may be deducted from the final paycheck pursuant to each employee's written authorization.
 7. On the final day of employment, the employee must return all Agency property.
 8. The terminating supervisor and/or Human Resources Manager may conduct an exit interview.

S. Grievance Procedures

The Agency's goal is to strive to identify and correct causes of employee, resident, vendor, contractor, client or prospective resident dissatisfaction and to ensure all parties receive fair and equitable solutions to work-related misunderstandings and grievances. In the course of an employee's employment with the Agency, if a situation arises causing the employee to feel he/she was treated unfairly or has been implicated in a complaint for harassment or sexual harassment by another employee, vendor, contractor, resident, or prospective resident, the employee or other alleged victim(s) 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 step.

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

1. Definition of Grievance - A grievance shall be defined as a complaint or dispute by an employee relating to his/her employment, including but not necessarily limited to (1) disciplinary actions, including dismissals, demotions and suspensions, (2) the application or interpretation of personnel policies, procedures, rules, and regulations, (or ordinances establishing such rules), (3) acts of reprisal as a result of utilization of the grievance procedure, and (4) complaints of discrimination on the basis of race, color, creed, political affiliation, age, handicap, national origin, sex or sexual orientation.
2. Any employee may present a grievance to or register a complaint with the Agency about wages, hours of work, conditions of work, or any other matter, including administration of policy that he/she believes to be illegal or violates state or federal regulations. In addition, it is to be understood that the establishment of this procedure shall in no way remove the right of the Agency to do the following:
 - a. Direct the work of its employees;
 - b. Hire, promote, transfer, and assign employees;
 - c. Suspend, demote or dismiss employees;
 - d. Maintain the efficiency of Agency operations;
 - e. Terminate employees because of lack of work, misconduct, unsatisfactory performance, or any other legitimate, nondiscriminatory reason;
 - f. Take actions necessary to carry out the duties of an agency in emergencies;

- g. Determine the methods, means and personnel necessary to carry out operations;
 - h. Control and manage Agency property and maintain its functions and operations.
3. Grievances may be presented by individual employees personally . It is the desire of the Agency to correct legitimate grievances insofar as it can do so within the Agency's limits. Correction of legitimate grievances will be applied uniformly to all employees without regard to membership in an employee organization.
 4. Any vendor, contractor, resident, or prospective resident who alleges he/she is a victim of harassment or sexual harassment, herein referred to as "other alleged victims," may register a complaint with the Agency about harassment or sexual harassment incident(s) when the complaint involves an Agency employee.
 5. In presenting a grievance, an employee must follow the procedures set forth in the grievance procedure approved by the Board of Commissioners and published in this Manual. For those alleged victim(s) who are residents or prospective residents, the grievance procedure will be reviewed during the application stage for housing and at each recertification after that for those whose applications for housing are ultimately approved. Prospective residents and residents will be given a copy of the grievance procedure. A copy of this grievance procedure, signed by the Agency and the prospective resident and/or resident, shall be kept in the respective application and/or resident files.
 6. Employees or other alleged victim(s) who allege they have been unlawfully discriminated against by being harassed or sexually harassed as described in this policy may invoke this policy at any time. Grievances must be filed within forty-five (45) days of its occurrence or within forty-five (45) days of when it should have been known to have occurred by the grievant. If the person accused of violating this policy is no longer an employee, the Agency may not be able to take action against him/her, but it will still seek to meet its obligations under the Fair Housing Act (FHA) by taking steps to end the harassment, prevent its recurrence, and address its effects, when appropriate. Reporting under this section will generally begin at Step One as set out below under the section entitled "Procedures."
 7. Employees or other alleged victim(s) who allege unlawful discrimination in retaliation for reporting a violation of law to an appropriate authority also have a right to invoke this policy. Grievances must be filed within forty-five (45) days of its occurrence or within forty-five (45) days of when it should have been known to have occurred by the grievant. If the person accused of violating this policy is no longer an employee, the Agency may not be able to take action against him/her, but it will still seek to meet its obligations under the FHA by taking steps to end retaliation, prevent its recurrence, and address its effects, when appropriate. This type of complaint shall begin at Step Two set out below under the section entitled "Procedures." If the complaint is not resolved at that step, the Executive Director

shall ensure that the matter reaches the Board of Commissioners expeditiously. Timelines for the employee or the alleged victim and the Agency, set out in this policy, may be shortened or lengthened by mutual agreement by the parties to sure that the Board of Commissioner's final decision is made within thirty (30) calendar days of the initial of the complaint.

8. If an employee, or other alleged victim alleges in writing specific facts that, if true, would constitute a violation of the employee's or other alleged victim's common law, statutory, or constitutional rights, the Executive Director or his/her designee shall investigate the allegations. If the employee or other alleged victim does not accept the resolution at Step Two and requests a Board of Commissioner's hearing, the Executive Director shall schedule a hearing at Step Three.
9. Neither the Board of Commissioners nor the administration shall unlawfully retaliate against any employee or other alleged victim for bringing a complaint under this policy.
10. Complaints will be heard in informal administrative conferences except as otherwise described in this policy. The initial conference will be with the direct supervisor, and subsequent conferences ascending through the chain of command as needed. All complaints arising out of an event or related series of complaints should be addressed in one complaint if possible. An employee or other alleged victim is precluded from bringing separate or serial complaints concerning events about which the employee or other alleged victim has previously complained.
11. In resolving complaints, time is of the essence. All time limits shall be strictly complied with unless extended by mutual consent. All references are to be working days, except for final decisions issued by the Board of Commissioners regarding retaliation complaints as described above, i.e., thirty (30) calendar days. The appropriate administrator at each step shall respond to the employee or other alleged victim within fifteen (15) working days of the informal administrative or complaint conference. Written complaints shall receive a written response. The employee or other alleged victim has fifteen (15) working days after receiving a response to appeal to the next step. The complaint shall be considered concluded if the employee or other alleged victim does not appeal within the time limit.

12. Procedures

a. **STEP ONE**

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

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

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

When a problem or complaint involves a supervisor (or Property Manager for residents) who functions at any step in the grievance procedure, or if the supervisor or Property Manager is unavailable during the week following the event giving rise to the complaint, the employee or other alleged victim may bypass that supervisor or Property Manager and contact the Human Resources Manager.

The Human Resources Manager will investigate the complaint and will respond within fifteen (15) working days after the date the complaint is received with the resolution. 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. **STEP TWO**

If the outcome of the complaint conference at Step One is not to the employee's or other alleged victim's satisfaction, he/she 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 or other alleged victim shall submit a written description of the decision and complaint, the date it occurred, the remedy sought, and the date the employee or alleged victim conferred with his/her immediate supervisor (or Property Manager for residents). The Executive Director may obtain written and/or personal participation by the immediate

supervisor, Property Manager, and any other employees, other alleged victim(s), or other parties with relevant information.

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

c. **STEP THREE**

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

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

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

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

If an employee or other alleged victim is unable to respond with a specified time limit, fails to appear for a scheduled meeting, or otherwise fails to follow through with a

complaint in a timely manner due to circumstances *within* his/her control, then the Agency may deem the complaint abandoned and close the file.

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

d. **EXECUTIVE SESSION**

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

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

This section regarding Executive Session is intended to implement the provisions of Chapter 551 of the Government Code regarding Executive Sessions for personnel issues and will be governed by amendments to the statute, case law and the Attorney General's opinions.

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 job 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 healthcare 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 shall be classified as an hourly employee and are not eligible for Agency benefits.

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4. **Grant-Funded:** Employees whose salaries are funded through federal, state, or other grants are considered temporary as their employment is contingent on the continued availability of funds. Grant-funded employees will be paid on a basis that is consistent with the provisions of the grant and applicable state and federal law. Grant-funded employees may receive benefits, such as health insurance, to the extent that such benefits are provided for under the grant.

C. Certifications/Training

It is the policy of the Agency that specific personnel are certified for their respective positions, if such certification is available, and that there are adequate funds for said training. Certifications are required to be completed within six (6) months of the date of hire and/or date of implementation of Agency new policy and procedures.

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 and/or National Standards for the Physical Inspection of Real Estate (NSPIRE).
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 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 the 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.
- 8. Employees who are registered for lectures, meetings, or training programs must attend the course in its entirety within twelve (12) months as scheduled. It is critical that all enrolled employees attend all portions of both mandatory and non-mandatory training to achieve an optimal learning experience. Failure to attend courses as scheduled wastes Agency funds and also takes valuable training availability away from other employees who desire to attend.
- 9. Employees must bring documentation of attendance from all lectures, meetings, or training programs in order to receive credit for attending. Documentation must be turned in to the immediate supervisor, or Human Resources Manager.
- 10. Cancellation – If an employee must cancel a registration, he/she must notify the designated Agency training coordinator no less than three (3) days in advance of a single-session program and no less than ten (10) days of a multi-session or Certification Program session unless there are circumstances beyond their control.

D. Job Descriptions

Well written and current job descriptions are an important tool of communication from the Agency to employees and should be updated annually to ensure the Agency stays compliant with federal, state and local regulations and stay within budget restraints with current salaries.

- 1. The Agency will create a Job 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 job 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, skills and abilities, ADA requirements, work environment, etc.
- 3. All employees will be provided with a copy of the job description applicable to their job classification and a signed copy will be maintained in the employee’s personnel file.
- 4. The job descriptions will be updated periodically to ensure compliance with changes in HUD rules and regulations or changes/realignments in duties and responsibilities.

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5. The job descriptions will be used by the Agency rating officials when making evaluations of job performance as prescribed in the Agency's Employee Performance Evaluation System.

E. Changes in Employment Status and/or Position

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

1. **Promotion:** Consistent with efficient operation, vacant or newly created positions shall be filled, when possible, at the discretion of the Executive Director by the promotion of qualified regular full-time employees, consistent with the provisions of Section 1.
2. **Demotion:** An employee may be subject to demotion under the following conditions:
 - a. An employee whose performance was found unsatisfactory for the present position may be qualified or able to satisfactorily perform in a lower-paying position.
 - b. A position has either been abolished or reallocated to a lower-paying classification, and the employee cannot be transferred to a position of equal pay. In this instance, it shall be clearly indicated in all personnel records that the change in no way reflects negatively on the employee's ability or performance.
3. **Transfer:**
 - a. An employee may be transferred within the organization, as far as practicable, to a position where his/her skills will be best utilized.
 - b. When the transfer of an employee is necessary because of organizational changes, every effort shall be made to place the employee in a position that will permit retention of the current salary.
 - c. In making a transfer within the organization, the Executive Director may give due consideration to the needs and wishes of the employee involved.
4. **Suspension:** An employee may be suspended from duty by the Executive Director or his/her designee:
 - a. An employee may be suspended with out 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 annual or sick leave during the period of suspension.

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- b. When employees are under investigation for a criminal violation, or awaiting hearing or trial for alleged criminal violation, they may be suspended without pay for the duration of such investigation and/or while awaiting and during the time of such trial when such suspension is deemed to be in the best interests of the Agency and/or the public. If the employee is cleared and/or acquitted of such charge, he/she shall be entitled to normal active status as an Agency employee.
 - c. The employee must be given an opportunity to respond in writing to allegations in the notice of suspension. The response should be in the presence of the person who signed the notice. Unless another staff member is designated in writing, the Executive Director is the sole person authorized to sign a suspension notice.
5. **Reduction in Force (RIF) & Reorganizations:** The Agency strives to provide a stable and secure environment in which to work, under certain circumstances, it may be necessary to eliminate employee positions due to budgetary needs, workload reductions, reorganization or other Agency needs.
- a. Reduction in Force (RIF) is defined as a separation from employment due to lack of funds, lack of work, redesign or elimination of position(s) or reorganization, with no likelihood or expectation that the employee will be recalled because the position itself is eliminated. A RIF may be necessary or appropriate when there is a redesign or elimination of work, redundancy in roles, or excess capacity within the work group or across work groups, such that it would be economically feasible and responsible to reduce the number of employees in a unit or department.
 - i. Planning Factors for RIF – before a RIF is proposed, alternatives that may eliminate its need or limit its scope shall be considered. Such alternatives include, but are not limited to, job sharing, temporary leaves of absence without pay, attrition, pay freezes or pay cuts and demotions. The goal shall be to identify those functions and positions that can be altered or eliminated with the least effect on the workforce.
 - 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 this decision, the existing Agency conditions, as well as the future needs of the Agency are considered. The criteria to be used for selecting positions and employees to be affected may include but not limited to:
 - Positions will be selected for elimination based on needs of the department
 - Employees will be selected for elimination based on skills; ability applicable to the departments needs
 - Documented performance

- Length of employment to the extent that employees are otherwise equal in skills, abilities and performance

- b. Reorganization - is defined as a change to a reporting unit without separation of employment. It may involve one or more of the following:
 - Moving an individual or unit to another department or division
 - Reclassification of position(s) resulting from the reorganization
 - Change(s) in supervisory reporting lines resulting from the reorganization

This policy applies to reorganizations as well as RIF. Reorganization does not require a notice period or severance payment.

- c. Notice and Severance Pay for RIFs – Written notice will be provided to all affected employees. Severance Pay is at the sole discretion of the Executive Director and the Agency Board of Commissioners. In order for an employee to receive severance pay, the employee must execute a Severance Agreement and General Release form. Employees are given advance notice of termination in a RIF and may be allowed flexibility in their work schedules to pursue other positions with their supervisor’s approval. Employees are not eligible to receive unemployment payments from the Department of Labor until they are fully separated from the Agency.

- d. Accrued Benefits – Employees who separate from employment in good standing will be compensated for the balance of accrued unused annual leave. The Executive Director at his/her discretion, on a case-by-case basis, will make all final determinations of good standing employment status. Unused sick leave will not be compensated. If the employee exercises the right to take an unpaid Personal Leave of Absence not to exceed twelve (12) weeks, he/she will be billed for insurance at the employee rate. Upon separation, employees may maintain their current health care under COBRA and/or State Continuation Coverage. Vested retirement plan contributions by the Agency and the employee may remain in the Agency’s plan. The employer contributions to the retirement plan cease at the time of termination. Other voluntary benefits (e.g., long-term care, accident, cancer policy etc.) may be continued on a self-pay basis by contacting the insurance carrier.

SECTION 5: FINANCIAL COMPENSATION

The wages and salaries of Agency technical, maintenance and administrative employees are based on those paid to employees in similar positions working for other organizations in the Agency’s jurisdiction and are compliant to the Equal Pay Act. The Agency will not discriminate in the amount, rate of wages or salary paid to employees in any employment.

Employees are not prohibited from discussing salary or wage information among other employees or other persons of interest. The Agency acknowledges the Equal Pay Act and wage transparency regulations. Agency policies concerning determinations of wages and salaries, salary ranges, pay periods, and changes in compensation are outlined below.

A. Determination of Salary or Wages and Commissioners’ Expenses

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

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5. The comparable compensation rates are subject to the approval of the Board of Commissioners based upon the recommendations of the Executive Director and further subject to budget limitations.
 6. The Agency may determine comparability or use consultants to conduct salary comparability surveys and studies.
 7. Section 8 of the Annual Contributions Contract states "No funds of any housing development may be used to pay any compensation for services of members of the Agency Board of Commissioners." Compensation for the travel and related expenses of Commissioners is permitted. All expenses reimbursed to the Board of Commissioners must be accompanied by original receipts and only expenses related to the Agency travel will be reimbursed.

B. Mandatory Minimum Wage Rates

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

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

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

3. HUD-Determined Prevailing Wage Rates (Section 12(a) U.S. Housing Act) – For all operations work for a public housing development, including routine and non-routine maintenance work, all laborers and mechanics employed shall be paid not less than the wages prevailing in the locality, as determined or adopted by HUD. All architects, technical engineers, drafts people, and technicians employed at the public housing development shall also be paid such prevailing wages. HUD wage decisions may be obtained from HUD’s Office of Labor Relations staff; these rates require a determination as to whether maintenance is routine or

non-routine. In compliance with the Fair Labor Standards Act and Davis Bacon Act, Maintenance employees are not eligible for compensatory time and must be paid hourly wages.

- a. **Routine maintenance** involves the regular upkeep and preservation of buildings, grounds, and facilities. This may include ground keeping, janitorial work, patching and/or finishing of interior and exterior walls and other surfaces, and the preservation, inspection, and general upkeep of electric, plumbing, and heating and air-conditioning systems.
- b. **Non-Routine maintenance** includes work items that ordinarily would be performed on a regular basis in the course of upkeep of a property but have become substantial in scope because they have been put off. Non-routine maintenance includes replacement of materials and equipment that have become unsatisfactory because of normal wear and tear with items of substantially the same kind of materials and equipment. However, reconstruction, substantial improvement in the quality or kind of materials and equipment that alters the nature of the type of housing is not non-routine maintenance but is instead Modernization or Development subject to the David-Bacon requirements described above.

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

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

C. Salary Ranges

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

- **2 CFR §200.430 Compensation—Personal Services** states, "Compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the non-Federal entity **competes** for the kind of employees involved."

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

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

For personnel, other than those classified as maintenance and/or force account labor, minimum and maximum rates of pay shall be established by the Board of Commissioners for each class of position, based upon the results of the salary comparability study. Initial appointments shall generally be made at the minimum rate of a class salary range. At the Executive Director's discretion, a newly hired employee or initial appointment may be classified at a higher rate than the minimum due to prior experience, qualifications, etc.

Salaries of employees that fall at the maximum range of the pay schedule will not be eligible for merit increases in order not to exceed the maximum pay range for his/her position. Minimum and maximum pay ranges will be re-evaluated at the next scheduled salary study for the Agency or if positions duties and responsibilities change and require reclassification. Employees that are at the maximum pay range may receive cost of living increases if provided by the Board.

The salary ranges shall be subject to revision from time-to-time by the Board of Commissioners to reflect changes in responsibility, economic conditions, and market trends or for other valid reasons such as revealed by a comparability study.

Pursuant to HUD regulations, notices, or other requirements, the Agency will report to HUD 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 provide its records to HUD at such time and in such form as HUD requires. The ACC also reiterates that HUD retains its rights and remedies under law.

D. Changes in Compensation

The Agency believes pay increases should be based on merit and will offer employees the opportunity for achievement and salary increases through exceptional effort. Salary increases, if any, will be based upon an annual evaluation of each employee's job performance and responsibilities. They are not automatic but are based on 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 employees that have completed one (1) year of service may receive cost of living adjustments in the base salary of a specified amount when authorized by a

decision of the Board of Commissioners, on the recommendation of the Executive Director, subject to budget limitations and prevailing funding guidelines.

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

E. Pay Day

1. Regular full-time, part-time, temporary and "force account" employees are paid bi-weekly and payday falls on Friday. If these dates fall on a holiday or weekend, payroll will be distributed on the regularly scheduled workday preceding the holiday or weekend. Pay advances or early check pick-ups are not allowed.
2. The following mandatory deductions will be made from every employee's gross wage: applicable federal income tax, social security tax (Old-Age, Survivors and Disability Insurance Program (OASDI) and Medicare portions of FICA), and applicable state and city taxes. Every employee must fill out and sign a federal withholding allowance certificate (IRS Form W-4) on or before the employee's first day of employment. If employees are participating in the health coverage for dependents and/or Individual Retirement Accounts, deductions may be made from their wages with their authorization. No deductions will be made for other miscellaneous transactions without written authorization from the employee.
3. Exempt salaried deductions – All exempt salaried employees will receive a salary that is intended to compensate them for all hours worked for the Agency. The salary is designated

at the time of hire and the employee is classified exempt under the FLSA overtime exemption rules. The salary may be subject to certain deductions in pay for the following reasons:

- a. When an employee is absent from work for one (1) or more full days (NOT partial days) for personal reasons other than sickness or accident. Accrued paid leave will be used to pay for partial absences until exhausted in one (1) hour increments.
 - b. When an employee is absent for one (1) or more full days for absences due to personal reasons, sickness or accident, and the employee has exhausted their available accrued paid leave.
 - c. For penalties imposed in good faith for violations of safety rules of major significance.
 - d. To offset any amounts an employee receives as jury or witness fees, or for military pay. Beyond those offsets, however, deductions may not be made for absences caused by jury duty, attendance as a witness, or temporary military leave.
 - e. For unpaid disciplinary suspensions of one (1) or more full days imposed in good faith for violations of workplace conduct rules.
 - f. Deductions for partial weeks worked during the initial or final weeks of employment. (For example, if an employee resigns in the middle of a workweek. The employee will be placed on a prorated basis only for the days worked in that week.)
 - g. When an employee works a reduced or intermittent work schedule under the Family and Medical Leave Act (FMLA). (The Agency will convert a salaried employee to an hourly basis during this time without jeopardizing the person's exempt status.)
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 Executive Director. If it is possible to repair the damaged property to the same condition it was in prior to the incident, the employee will be responsible for paying those costs. In the event the property is lost/stolen the employee will

make restitution by either replacing the property or reimbursing the Agency monetarily. If the property was previously fully depreciated, and the property was being utilized by the Agency, the employee will be responsible for a least 25% of the original value of the property. Otherwise, the employee will be responsible for only the original value of the property that has not been depreciated or 25% of the original value of the property, whichever is greater.

6. Each employee is required by law to participate in the federal Old-Age, Survivor, and Disability Insurance ("OASDI"- Social Security) and Medicare programs at the rate set by the federal government, which is matched by the Agency. State law also requires the Agency to pay unemployment taxes.
7. For employees resigning, minus applicable deductions, final check will be given on the next scheduled payday.
8. For employees terminated by the Agency, final check will be given within (6) six days.
9. If the Agency is unable to calculate all amounts owed within the above-referenced time periods (*e.g.*, because all appropriate documentation has not been turned in through no fault of the Agency), the unpaid amount will be paid as soon as the Agency can reasonably calculate the amount owed.
10. The Agency also reserves the right to deduct from employee's paycheck or electronic direct deposit, in accordance with federal and state law, any legal and applicable items such as court-ordered garnishments and levies, or repayment agreements authorized by the employee. Other than issuing a suspension without pay, the Agency will not dock pay for disciplinary reasons or deduct such allowances when it would reduce wages below the minimum wage or overtime compensation rates demanded by law. The same holds true for garnishment orders, when they would impact that minimum wage level, except as allowed by law.
11. To ensure the security of paychecks, they will be issued only to each employee personally, unless the employee has provided written authorization for the Agency to release it to another person. Anyone authorized to pick up a paycheck or direct deposit stub for an employee will be required to present identification before it is released.
12. Employees are expected to review each paycheck or electronic paystub carefully. Any suspected payroll error(s) should be reported to the Human Resources Manager along with a copy of paycheck and details of suspected error.
13. Any overpayment or underpayment on payroll will be corrected as soon as possible by the Payroll Department. Any erroneous overpayment does not confer the right of retention and will be automatically adjusted from any accrued pay whenever such error is detected or through a collection process if employment has since terminated.

14. Safe Harbor Policy

The Agency strictly prohibits improper payroll deductions. If an employee believes an improper deduction has occurred, the employee should report this concern to the Human Resources Manager 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.

F. Electronic Direct Deposit

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

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

Electronic direct deposit payments can be deposited to a checking, debit or savings account of the individual's choice, at any U.S. financial institution. This account will also be used as the default deposit method for travel and business expense reimbursements. Employees are able to designate more than one deposit account if so desired, with one account set as the primary account.

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

All direct deposit statements are available on the payroll system for printing or can be downloaded by the employee. Copies of a statement may be requested from the payroll department if needed. Direct deposit accounts may be added and deleted by the employee through the self-service portal of the payroll system. If more than one deposit account is used, the amounts sent to the various accounts may also be modified by the employee through the self-service portal. Paper forms for direct deposit are also available from the Payroll Department.

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

Payments that cannot be deposited may be given to the employee directly or mailed to the address on record. Lost or stolen checks should be reported immediately to the Payroll Services Department.

G. Overtime/Compensatory Time

1. Overtime is defined as scheduled, approved hours worked beyond the non-exempt employee’s normal workweek required to meet unusual demands or to meet usual demands under unusual circumstances. The earning and usage of overtime or compensatory time applies to employee classifications as follows:

a. **Non-Exempt:** Employees who are considered non-exempt may be compensated for each physical hours worked over forty (40) in a standard work week through granting overtime pay at a rate of one and one-half (1 ½) times their regular rate of pay for each hour of overtime worked.

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

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

Employees must meet certain minimum requirements related to their primary job duties and must be paid on a salary basis not less than the minimum salary level specified in the FLSA regulations. In such cases, employees who are in an EXEMPT status are NOT ELIGIBLE to receive overtime pay (29 U.S. Code § 213 – Exemptions under the FLSA regulation).

2. Any physical hours worked over forty (40) hours must be approved in advance by the employee’s immediate supervisor and/or the Human Resources Manager.

3. Most HUD-assisted construction and maintenance work at Public Housing Authorities is covered by Federal prevailing wage requirements and is subject to the provisions of the Contract Work Hours and Safety Standards Act (CWHSSA) and fixed annually by the U.S.

Department of Housing and Urban Development (HUD) which requires premium (time and one-half) pay for overtime hours worked by laborers and mechanics employed by contractors and subcontractors. CWHSSA is applicable when the value of the prime contract exceeds \$100,000 (\$150,000 for contracts procured under the Federal Acquisition Regulations).

NOTE: HUD has determined that certain federal labor standards requirements are not applicable to public housing agencies (PHAs) when these agencies undertake construction or maintenance work with their own employees on projects assisted under the U.S. Housing Act of 1937. These exclusions pertain to overtime (premium) pay for force account laborers and mechanics, weekly Davis-Bacon wage payments, and weekly certified payroll reports. Accordingly, PHAs may offer force account employees compensatory time in lieu of premium pay for overtime hours that may be performed on operations or development work.

4. Force account employees appointed by or classified to building construction or supportive type job classifications in the Capital Funds Program (CFP) are covered by the Fair Labor Standards Act and minimum wages are established in accordance with the Davis-Bacon Act and related laws. These employees shall receive overtime pay for all hours worked in excess of forty (40) hours during a work-week.
5. **Accrual and Use of Compensatory Time:** The maximum accrual of compensatory time cannot exceed twenty-four (24) hours and compensatory time off shall be taken within thirty (30) days after it is earned unless waived by the Executive Director. Compensatory time must be taken within the fiscal period that it was accrued and upon the approval of the supervisor.

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

6. **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.

H. Travel

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

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

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

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- c. Private cars – Use of a Car for Official Business – The Agency provides reimbursement for employees at the current standard mileage rate as set by the IRS for use of private cars on official business when an Agency car is not available.
 - d. Travel shall be documented by the certification of mileage driven supported by a 3rd party verification of distance between the starting point and the point of travel (i.e., MapQuest, etc.).
 - e. The Agency will pay for the use of a personal vehicle at the IRS approved mileage rate, based on signed records of actual mileage and not to exceed the best available airfare.
 - f. Agency vehicles used for business purposes should be used by authorized Agency employees only. Gas and oil should be charged to the Agency credit card by an authorized credit card user. The receipt for all such purchases shall indicate the mileage, vehicle number, and identification and signature of the purchaser.
 - g. When parking a vehicle (*e.g.*, at an airport or hotel), the cost of parking will be advanced based on an estimate or actual cost if known.
 - h. When it is to the best advantage of the Agency, the use of privately owned vehicles for official travel in lieu of publicly owned vehicles or common carriers may be authorized by the Executive Director or his/her designee.
 - i. The Agency will pay for the use of a personal vehicle at the IRS approved mileage rate, based on signed records of actual mileage and not to exceed the best available airfare.
 - ii. No food or lodging shall be paid for by the PHA beyond the time it would take to travel by air to and from the destination.
 - 9. Tips/gratuities may be advanced at \$20.00 per day whether paid in conjunction with the purchase of meals or other purposes. No excessive tips will be reimbursed; nor shall tips be reimbursed if the payment exceeds the Federal published per diem rate and will not exceed \$20 per day.
 - 10. Telephone calls shall be reimbursed only for Agency business and only upon the presentation of receipts. Long-distance calls that are for excessive fees or duration may not be paid at the discretion of Agency Management.
 - 11. Should actual allowable expenses exceed previous advances, the Agency will reimburse based upon receipts, but only to the extent of the published federal per diem rate unless otherwise justified. In the event actual allowable expenses described herein are less than advanced, the traveler must reimburse the Agency at the time the travel expense voucher is submitted and no later than ten (10) days following return from the trip.

12. Timely and proper notification should be given to the Agency if an employee or Commissioner decides not to attend a scheduled function. If the Agency has paid function fees and registration costs, hotel deposits, tickets for transportation, etc. and the employee or Commissioner fails to attend the function without giving proper notification to the Agency so as to allow for recovery of funds, the employee or Commissioner may be responsible for any costs that cannot be recouped. The exceptions would be non-attendance due to illness, a documented family or business emergency, or death in the immediate family.
13. Special Note – Agency Commissioners

Agency Commissioners are prohibited from receiving per diem payments. Opinion Letter Number 94-043 by the Attorney General for the State of Texas states, in summary, that Section 392.035 of the Local Government Code prohibits a commissioner of a housing Agency from receiving compensation in any form. However, a commissioner may receive reimbursement for necessary expenses incurred while traveling in his/her official capacity as long as such expenses are supported by adequate evidence of actual money expended not to exceed the GSA Schedule.
14. With prior approval, employees on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with successful completion of business objectives. Generally, employees are permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such non-business travel are the responsibility of the employee.
15. Miscellaneous Expenses: The cost of additional training material purchases may be reimbursed only with a receipt and only if the material cannot be ordered through the Agency's normal purchasing procedure (*i.e.*, with an authorized purchase order).
16. Non-Allowable Expenses
 - a. Personal entertainment (in-room movies, live shows, tours, etc.);
 - b. Laundry and valet services;
 - c. Alcoholic beverages and tobacco products;
 - d. Personal phone calls;
 - e. Personal items (e.g., toiletries, hygiene-related, etc.);
 - f. Non-Agency-related expenses;
 - g. Any prohibited activities.

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

I. Compensable Time and Training

1. Attendance at lectures, meetings, training programs, and similar activities are not counted as work time when all of the following occur:
 - a. Attendance is outside of the employee's regular working hours;
 - b. Attendance is, in fact, voluntary;
 - c. The course, lecture, or meeting is not directly related to the employee's job; and
 - d. The employee does not perform any productive work during such attendance.
2. Time spent in training in a course given by the Agency, required by the Agency, or through the Agency that is directly related to the employee's job and designed to make the employee more effective at his/her current job (as distinguished from training for another job) is time worked.
3. Where a training course is instituted for the bona fide purpose of preparing the employee for advancement through upgrading the employee to a higher skill, the course is not considered directly related to the employee's current job and is, therefore, not considered time worked even though the course incidentally improves the employee's skill in doing his/her regular work.

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4. Time spent voluntarily in taking a course, reading, studying, or planning outside of regular work hours or doing something that is desirable from an individual standpoint is not counted as work time.

J. Remote Work

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

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

Formal Remote Work Arrangements

1. Remote work is not designed to be a replacement for appropriate child or other dependent care. Although an individual employee's schedule may be modified to accommodate child and dependent care needs, the focus of the arrangement must remain on job performance and meeting Agency business demands without distractions or creating an unprofessional work atmosphere.
2. Non-Exempt Employees –
 - a. Remote working non-exempt employees will be required to accurately record all hours worked through the automated electronic timekeeping system, which includes logging work start and end times and paid and unpaid meal break start and end times.
 - b. Remote working non-exempt employees must follow the Agency's record-keeping policies. Hours worked in excess of those specified in the employee's schedule (per day and per work week) in accordance with state and federal requirements, will require the advance approval of the Executive Director and are subject to all overtime requirements.
3. Employees entering into a remote work agreement may be required to forfeit exclusive use of their onsite workstation in favor of a shared arrangement to maximize Agency space needs. (See Sample Form 11: Remote Work Agreement in Appendices Section).
4. The employee must establish an appropriate environment within their home for work purposes. Unless applicable law provides otherwise, the Agency will not be responsible for costs associated with initial setup or continuing costs of the employee's home office such as remodeling, furniture or lighting, utilities, telecommunications and data installation, nor for repairs or modifications to the home office space.

5. Only Agency owned computers or other equipment that accesses the Agency's secured server will be allowed for remote work and will be assigned to remote workers. The Agency-owned equipment may be monitored and tracked during use to ensure remote employees are working as scheduled. Privately owned computer systems are prohibited.
6. The Agency will supply the employee with reasonable and appropriate office supplies (pens, paper, etc.) that fall within the Agency's procurement policies for successful completion of job responsibilities as requested. The Agency will also reimburse the employee for other business-related expenses such as long-distance phone calls, shipping costs, etc., that are reasonably incurred in accordance with job responsibilities and claimed through the Agency's standard reimbursement policy and procedures.
7. Remote working employees will be expected to ensure the protection of proprietary Agency information accessible from their home office. Security steps include but are not limited to:
 - Use of locked file cabinets and desks;
 - Regular password maintenance;
 - Any other steps appropriate for the job and the environment.
8. Injuries sustained by the employee while at their homework location and in conjunction with their regular work duties are normally covered by Agency's workers' compensation policy. Remote working employees are responsible for immediately notifying their supervisor and/or the Executive Director of such work-related injuries in accordance with workers' compensation procedures. Unless applicable law provides otherwise, the Agency is not liable for any injuries sustained by visitors to the employee's work site and the Agency is not responsible for injury to others at their remote work location.
9. Unless applicable law provides otherwise, the employee will be responsible for determining tax, licensing and other legal implications for the business use of the employee's home based on IRS and community (homeowner's association), local, state and federal government requirements and restrictions. Responsibility for complying with and fulfilling all obligations in these areas rests solely with the employee.
10. Unless applicable law provides otherwise, all necessary insurance protections, disclosures, coverage requirements and costs attributable to the remote work arrangement are the sole responsibility of the employee.
11. The Agency will determine, with information supplied by the employee, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, photocopiers, etc.) for each arrangement on a case-by-case basis and assign necessary equipment to the remote worker.
 - a. Equipment supplied by the Agency will be maintained by the Agency and is to be used for business purposes only. The employee will neither make personal use of nor allow

others personal use of Agency equipment. Unless applicable law provides otherwise, the employee accepts financial responsibility for any Agency equipment that is lost, stolen or damaged because of gross negligence, or a willful or dishonest act.

- i. The remote worker may be asked to sign an inventory of all office property and to agree to take appropriate action to protect the items from damage or theft.
 - ii. Upon termination of employment all Agency property and records will be returned to the Agency unless other arrangements have been made.
- b. Any equipment supplied by the employee, if authorized by the Executive Director, will be maintained by the employee. The Agency accepts no responsibility for damage or repairs to employee-owned equipment.
 - c. The Agency reserves the right to make determinations as to appropriate equipment, subject to change at any time.
12. All exceptions to the Remote Work Agreement and the associated policy must be requested in writing by the Executive Director.
13. The availability of remote work as a flexible work arrangement for employees of the Agency can be discontinued at any time at the discretion of the Executive Director. Every effort will be made to provide thirty (30) days' notice of such a change to accommodate commuting, childcare and other problems that may arise from such a change. There may be instances, however, where no notice is possible.

SECTION 6: EMPLOYEE BENEFITS & LEAVE

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

A. Insurance

The Agency offers Medical, Dental, Vision, Life, Short-Term Disability, Long-Term Disability 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 the payroll department to make arrangements for a payroll deduction for any additional amount over and above what is furnished by the Agency and during open enrollment or anytime there is a qualifying event.

1. A summary of the plan’s description is provided to each eligible employee at the time of employment.
2. An employee must notify the Agency a minimum of thirty (30) days prior to the date when either the employee or a covered dependent becomes eligible for Medicare.
3. The Agency abides by 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 an individual employee’s PHI for employment-related decisions or in connection with other benefit plans.
4. The Agency reserves the right to modify, amend, or abolish benefits to the extent allowed by applicable law.

B. Federal COBRA and/or Texas Coverage Continuation Rights

The Texas state continuation law includes a provision whereby employers extend continuation rights for nine (9) months for qualifying events to all covered workers continuously covered under the group policy for at least three (3) consecutive months immediately prior to termination or under any policy providing similar benefits which it replaced, except those fired for **gross misconduct**. The nine (9) month Texas 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.

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.

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 dependent under the Agency's health plan rules.
4. The Agency will ensure a notice is mailed to the employee of the right to elect continuation coverage and his/her qualified beneficiaries by first-class mail to his/her last known address and to the last known address of the qualified beneficiaries.

C. 401(k) Hart and 457 Hart Retirement Plans

The Agency provides participation in two (2) retirement plans, a 401(k) Hart and 457 Hart Retirement Plans and employee's are subject to the terms and conditions of each plan and appropriate regulations.

1. The Retirement Plans are effective upon completion of the introductory period.
2. Employee participation in the plan is mandatory.
3. The Agency will make contributions to the Plan for each employee equal to a designated percent of basic compensation (overtime hours are excluded in calculation of retirement benefits). The contribution shall be determined by the Board of Commissioners.
4. For details of the plan, see the summary of the plan's description.
5. Employees should contact the Human Resources Manager for enrollment information, questions, and options.
6. The Agency reserves the right to modify, amend, or abolish benefits to the extent allowed by applicable law.

D. 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 with sick leave as financial protection equal to their rate of pay for the number of sick days they have accumulated during their employment.

1. Eligibility: All full-time employees who physically work forty (40) hours or more will receive four (4) hours per pay period / thirteen (13) days of sick leave per benefit/calendar year. Eligibility to use sick leave begins after an employee's initial introductory/evaluation period.
2. Sick Leave Carryover: Sick leave carryover will be in accordance with the following provisions:
 - a. Unused sick leave may be carried over to the following calendar year, but employees shall not accrue over four hundred eighty (480)/sixty (60) working days.
 - b. Effective the first regular working day of the year, all accumulated sick leave in excess of the maximum carryover amount will be forfeited automatically.
 - c. The PHA may elect to buy back three (3) days of unused sick leave from any employee who has accumulated at least four hundred eighty (480)/sixty (60) working days of sick leave.

3. Accrued Sick leave at Termination - Employees are not paid for unused sick leave time when they separate from the Agency, and it may not be used once notice of separation has been given. A regular full-time employee who has completed ten (10) years or more of continuous service with the Agency shall be paid for unused accrued sick leave, up to the maximum of thirty (30) days.
4. 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.
5. Sick leave is not to be considered an entitlement to time off beyond that specified in other leave policies. Taking sick leave under false pretenses is a violation of trust that is subject to disciplinary action up to and including termination.
6. The minimum amount of sick leave that can be used is in one (1) hour increments.
7. If an employee has no accumulated sick leave, annual leave may be used. If both sick leave and annual leave are exhausted, the employee shall be placed on unpaid personal leave. Personal leave may be approved at the discretion of the Executive Director.
8. An employee must notify his/her immediate supervisor or the Executive Director within thirty (30) minutes before the scheduled starting time of the work-day to report absence because of illness, injury or medical care.
9. Phone calls made by relatives or persons other than the employee will not be accepted and will result in the employee being charged with an unauthorized absence, unless the employee can provide sufficient evidence to show that the emergency or illness was of such a nature that it would make personal reporting impossible or difficult.
10. An employee must maintain daily contact with his/her immediate supervisor or the Executive Director during the absence. Exceptions to this policy may be made by the Executive Director when an employee is hospitalized, on extended sick leave or when the treating physician has rendered in writing an estimated date of return to work. However, the employee should still contact his/her immediate supervisor or the Executive Director at least once a week during the absence.

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

E. Sick Leave Buy Back Program

Regular full-time employees have the option to participate in the Agency's Sick Leave Buy-Back Program. If any such employee has four hundred eighty (480) hours/ sixty (60) working days, he/she shall have the option to "cash in" up to a maximum of twenty-four (24) hours/three (3) workdays. Time thus paid under this benefit for will not be calculated as hours worked for the purpose of paying overtime wages.

F. Annual Leave

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

1. Eligibility: All full-time employees who physically work forty (40) hours or more are eligible to accrue annual leave which begins after an employee’s introductory/evaluation period.
2. Accrued Annual Leave: Annual Leave is accrued by each eligible employee on Bi-weekly basis, hereinafter referred to as a benefit year, as follows:

Bi-Weekly Pay Period	Monthly Accrual Rate	Maximum Yearly Accrual
4 hours	13 working days	240 hours

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

3. Scheduling Annual Leave
 - a. All annual leave must be approved in advance by the 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 Human Resources Manager.
 - b. Requests for annual leave should be submitted to the direct supervisor of the requesting employee at least two (2) weeks in advance of the desired time off. The supervisor may waive the advanced notice at his/her discretion based on the workload. 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 Human Resources Manager.
4. Annual Leave Carryover - Unused annual leave may be carried over to the following calendar year, but employees shall not accrue over (30) working days. Accumulations of leave over the 30-days carry over must be used or forfeited. Additional days are not taken into consideration in determining the 30-days maximum balance. Effective the first regular working day of the year, all accumulated annual leave in excess of the maximum carryover amount will be forfeited automatically.

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5. Unused and Earned Annual Leave at Termination - Employees that give two (2) weeks' notice and resign in good standing will be paid all unused accrued annual leave at termination. Employees that leave employment with the Agency and are not in good standing will forfeit the payout of unused accrued annual leave and any other applicable benefits at termination. The Executive Director at his/her discretion, on a case-by-case basis, will make all final determinations of good standing employment status.
 6. The minimum amount of annual leave that can be used is in one (1) hour increments.
 7. An employee cannot take more than two (2) weeks of annual leave at one time.
 8. Employees hired on or before the fifteenth (15th) day of the month or separated on or after the sixteenth (16th) day of the month shall receive full annual leave credit for the month. Those employees hired after the fifteenth (15th) day of the month receive no annual leave credit for the month.
 9. Annual leave will be charged only for the time during which the employee would ordinarily have worked. Leave will be paid at the employee's regular pay rate.
 10. Annual leave shall not be advanced to employees or will not be transferred between employees.
 11. Employees being transferred, promoted, or demoted will retain accrued annual leave.
 12. The Agency will attempt to schedule annual leave as requested. However, employees must remember business demands, and other factors dictate when annual leave is approved.
 13. In case of a conflict between employees' annual leave schedules, the first to request the annual leave date will be given preference. If date requests are submitted at the same time, the senior employee may have first choice.
 14. An employee may not use annual leave once notice of voluntary resignation or notice of a pending involuntary termination has occurred (lay-off), even if annual leave was approved prior to the notice of termination unless approved by the Executive Director.
 15. An employee may not take annual leave prior to accrual.
 16. An employee choosing annual leave which includes a paid holiday will not have the holiday time charged to his/her annual leave account.
 17. Any employee who is hospitalized while on annual leave may, with written verifiable confirmation, request that time hospitalized be charged to sick leave, providing that adequate sick leave hours were accrued prior to the effective date of the annual leave/hospitalization.
 18. Employees taking FMLA leave will be required to use this benefit as part of their FMLA leave time. (See Family and Medical Leave Act Policy Section 6.R.)

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

G. Holidays

All full-time employees are entitled to paid holidays as scheduled each year according to Agency policy. (See schedule below.)

1. In order to receive payment for a holiday, an employee must work the scheduled workday before and after the holiday, have a scheduled annual leave day with pay on the workday before and after the holiday, or have made special arrangements with the employee’s Supervisor and/or the Executive Director or have actually worked on the holiday.
2. If scheduling necessitates a non-exempt employee to work on a holiday, he/she will receive his/her regular rate of pay for each hour worked. Holiday pay is considered non-working hours under the Fair Labor Standards Act, therefore paid at the employee’s regular rate of pay, not at over time rates (See Section 5.G. Overtime).
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 Human Resources Manager. 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. An employee must work a fully scheduled workday immediately preceding and following the holiday or be on approved annual leave or sick leave to be entitled for holiday pay. Any sick leave requests preceding or subsequent to a Holiday must be supported by an excuse from a licensed physician in the United States. This provision does not apply where the supervisor has approved an employee's request for leave without pay due to the lack of accrued annual leave.

7. If a holiday falls on Saturday, the preceding Friday shall be observed as a holiday providing that Friday is not also a holiday, if so, the preceding Thursday shall be observed as a holiday, if a holiday falls on Sunday, the following Monday shall be observed as a holiday providing that Monday is not also a holiday. If so, the following Tuesday shall be observed as a holiday.
8. The Agency will observe the following holidays:

HOLIDAY	DAY OBSERVED
New Year’s Day	January 1 st
Martin Luther King Jr. Day	3 rd Monday in January
Presidents Day	3 rd Monday in February
Easter Monday	Monday after Easter
Cultural Diversity & Heritage Day	March 31st
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran’s Day	November 11th
Thanksgiving Day	4 th Thursday in November
Friday After Thanksgiving	4 th Friday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Years Eve	December 31 st
1 Personal Day	Subject to Management Approval
2 Wellness Days	Subject to Management Approval

H. Leave of Absence Without Pay

1. *Short Term Leave of Absence*

Time off without pay for personal business or illness, where an employee has no available paid leave, may be granted by the Executive Director when the employee’s absence will not cause a hardship to the effective operation of the Agency.

Short-term leave without pay is limited to a maximum of five (5) days per year.

Leave without pay in excess of five (5) days constitutes a long-term leave of absence, which requires approval from the Executive Director.

An employee that has used all of their available sick leave must use all of their annual leave before they are eligible for "leave without pay".

2. *Long Term Leave of Absence*

A long-term leave of absence is an extended leave without pay and is considered a privilege. In no instances are leave granted automatically but must be requested by the employee in writing and approved by the Executive Director.

The needs of the employee shall be considered as far as possible, but leave shall normally be granted only for educational pursuits, health reasons not covered by sick leave, or extenuating and extraordinary personal reasons. Military leave and family medical leave are covered in Section 6: M & R of this policy.

A leave of absence will be granted only to regular full-time employees and carries a minimum of one (1) week and a maximum of six (6) months. The Executive Director has the right to reject the leave request or approve it subject to any limitations or stipulations the Board feels are necessary to ensure the efficient operations of the Agency are not jeopardized.

Where deemed necessary by the Executive Director, the employee may be requested to return to work on a temporary basis to perform tasks determined to be essential to the efficient operation of the Agency. The employee will be paid their regular rate of pay for hours worked.

During the employee's approved leave, his/her position may be filled by a temporary employee. Leaves are granted on the assumption that the employee will be available to return to regular employment when the conditions necessitating the leave permit or when the leave requested has expired. At the expiration of the leave, the employee shall be reinstated in the position he vacated or a similar position, provided he/she can perform the duties assigned.

Leave extensions beyond maximums will be considered only in special cases and will require additional formal approval of the Board.

Periods of excused absence of one (1) week or less are classified as leave without pay. Any abuse of this privilege may be grounds for dismissal.

3. *Leave of Absence in Connection with Criminal Charges*

During an investigation, hearing or trial of an employee for any criminal charge or when a civil action has been brought against an employee which reflects poorly upon the Agency, the employee may be placed on leave of absence without pay by the Executive Director until the matter is concluded. This action should be taken only if it is determined by the

Executive Director to be necessary. If the employee is subsequently reinstated, the Executive Director may direct that the employee be reimbursed for loss of earnings resulting from the period that he/she was on leave of absence without pay. This leave of absence may extend for an indefinite period.

I. Injury Leave

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

1. Administration of Injury Leave: The first seven (7) days of absence due to an occupational injury are charged to sick leave or annual leave if no accrued sick leave is available. In the event an injured employee has no accrued sick leave or annual leave, he/she will be placed in "Leave Without Pay" status during this period. Beginning on the eight (8th) day of continuous disability, qualified employees may be placed on Injury Leave which is a special leave status and is not charged to sick or annual leave. However, an employee shall not accrue annual or sick leave while on injury leave status.

Absences due to non-occupational injuries, as determined by a qualified medical practitioner, do not qualify for the Injury Leave. Similarly, absences due to occupational injuries do not qualify for the Injury Leave if it has been determined by an Agency accident review committee that the injury was caused by the injured employee's negligence, misconduct, failure to follow written or verbal safety policies/procedures, or failure to use or wear the appropriate safety devices or equipment.

2. Administration of Injury Leave:
 - a. All injuries must be reported in accordance with the Agency's Accident Reporting Procedures.
 - b. An injured employee may elect to consult a qualified medical practitioner of his/her choice. The physician's certification of illness or injury may be submitted on any form used by the qualified medical practitioner as long as it contains the required information for determining the employee's work status, including but not limited to, diagnosis, plan of treatment, and prognosis for return to work (if disabled).
 - c. If the work status of an employee is questionable following a work-related injury, a full and complete examination by a qualified medical practitioner of the Agency's choice may be required and the result(s) considered final except for any appeal process allowed under the Workers' Compensation law.

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- d. An employee must notify his/her immediate supervisor of any changes in his/her medical or work status no later than the next workday after such changes occur.
 - e. An employee injured on the job will not be permitted to return to work until a qualified medical practitioner has determined that he/she is physically able to perform his/her regular work duties or other clearly defined work duties of a productive nature.
 - f. Employment may be terminated should an employee fail to return to work after the qualified medical practitioner's release. In this case any further benefits under the Workers' Compensation Act would be determined by the Industrial Accident Board. Supervisors will contact the Executive Director to ensure that an employee has been released by a qualified medical practitioner before allowing the employee to return to work.
3. Temporary and Part-Time Employees: In the event a temporary or part-time employee is injured while engaged in the actual performance of his/her duties and is temporarily incapacitated as a result of such injury, resulting in time off from work, he/she will be authorized leave without pay for up to sixty (60) days. The employee will receive and keep Workers' Compensation in accordance with the Texas Workers' Compensation Act.

Except as otherwise provided by the Family and Medical Leave Act, an employee who remains on leave longer than six (6) months due to injury or illness, whether work related or not, shall be administratively terminated.

J. Administrative Leave

1. The Executive Director must approve all Administrative Leave.
2. An immediate supervisor and/or Human Resources Manager may recommend to the Executive Director that an employee be granted administrative leave.
3. Examples of administrative leave include but are not limited to: Blood Bank donations, work hours lost on the day of an on-the-job injury, power failure, severe weather, natural disaster, bomb threat, reduced workday by administrative directive, etc.
4. 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.

K. Bereavement 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 Human Resources Manager must approve extended periods of time beyond the policy that is proven to be necessary and appropriate under the circumstances.

1. If the conditions warrant and the supervisor and/or the Human Resources Manager 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 bereavement leave is reserved for the death of immediate family members such as: Spouse, Son, or Daughter (including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands in loco parentis.), Parent, Stepparent, Parent-in-law, (or other individual who stands in loco parentis to the employee.), Sibling, Stepsibling, Sibling-in-law, Grandparent, Grandchild or Dependent which employee serves as a caregiver.
4. Employees experiencing the loss of other loved ones should discuss the circumstances with their supervisor and/or the Human Resources Manager. Time off that is granted may be unpaid, but employees may use available annual leave.
5. The Executive Director may request a copy of the death certificate, obituary or other appropriate documentation upon the employee's return to work.
6. Time thus paid under this benefit for Bereavement Leave will not be calculated as hours worked for the purpose of paying overtime wages.

L. 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 for the full time

required of service. The Agency will not provide reimbursements for parking, lunch or incidentals.

3. If an employee reports for jury duty and is dismissed, he/she will be expected to report for work to complete his/her scheduled workday, provided a minimum of two (2) work hours remain prior to the end of the assigned workday. *Example:* The employee's work schedule is 8 a.m. to 5 p.m. and jury duty releases at 2 p.m., the employee must return to work until 5 p.m.
4. The employee will be expected to sign over the paycheck received from the courts to the Agency to offset the fact that the Agency is paying for those days.
5. 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.
6. The employee must provide a copy of the release from jury duty which shows actual days served (form which is provided by the court) before payment for jury duty will be made.

Part-time employees will be paid on a prorated basis depending on the number of hours worked per pay period.

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

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

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

8. Employees must give the Agency as much advance notice as possible of the date they will be required to serve jury or witness duty or of the dates they must be absent from work due to compulsory process.
9. Employees are expected to contact their supervisors and/or Human Resources Manager on a daily basis to keep them informed as to the probable duration of service and anticipated date of return to work.
10. Employees must report for scheduled work when it does not conflict with jury or witness duty or other appearances due to compulsory process.

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11. An employee will not be terminated or otherwise suffer discrimination for serving as a juror or witness or for absences necessitated by compulsory process protected by this policy.
 12. Time thus paid under this benefit for performance of jury duty will not be calculated as hours worked for the purpose of paying overtime wages.

M. Voting Leave

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 two (2) hours off without loss of pay only if they do not have sufficient time to vote outside working hours. Employees must submit their voter's registration card and the "I Voted" acknowledgement form to be eligible (see Sample Form 22 in the appendices).
2. Request for time off to vote must be made to the Human Resources Manager at least one (1) day 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.
4. If the Agency permits the employee time off to vote during a voluntary overtime period, the employee is not entitled to be compensated for this time, either at the employee's regular rate or at the overtime rate.

N. Military Leave

In compliance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), the Agency grants military leave of absence to full- or part-time employees who enter any branch of the uniformed services, Reserves, National Guard, Public Health Corp, or any other category designated by the President in time of war or emergency as well as those who are called to duty or for training, absent for an exam to determine fitness for duty, or funeral honors duty.

1. Eligibility for military leave does not apply to temporary employees (*i.e.*, those in a "brief or non-recurrent position" with no expectation of continuing employment). However, seasonal and other temporary employees returning from military service are reemployed to the extent required by law.

2. Health Plan Coverage

- a. Employees absent on military leave for fewer than thirty-one (31) days are only required to pay the usual employee share of the premium.
 - b. Employees absent on military leave for thirty-one (31) days or longer are eligible for family health benefit coverage from the military. However, employees who wish to obtain health coverage beyond that provided by the military may arrange for continuation of coverage under the Agency's group health plan for up to twenty-four (24) months by paying up to 100% of the full premium.
 - c. If an employee fails to provide advance notice of his/her need for military leave and does not elect continuation coverage, the Agency may cancel the employee's health insurance. However, if the employee's failure to give advance notice was excused because it was impossible, unreasonable, or precluded by military necessity, the Agency will reinstate the employee's health coverage retroactively upon his/her election to continue coverage and payment of all unpaid premiums.
 - d. If an employee leaves employment for uniformed service in excess of thirty (30) days after having given advance notice, but without electing continuation coverage, the Agency may cancel the employee's health insurance. However, it will retroactively reinstate uninterrupted coverage to the date of departure if the employee elects continuation coverage and pays all unpaid premiums within the periods established by the plan.
3. To preserve their re-employment rights, employees should notify the Agency of their military obligations as soon as possible before leaving or, if this is not possible, as soon as practicable.
 4. While absent on military leave, employees remain in good standing but do not receive pay. However, employees who have available, but unused, paid annual leave may choose to apply that leave to their absence.
 5. If qualified for the position, employees belonging to the military forces called to covered active duty during an emergency are entitled to:
 - a. Return to the same position they would have held if they had not been called to service, if the service-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.

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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 report 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.

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- b. For leaves between thirty-one (31) and one hundred and eighty (180) days, employees should apply for reinstatement no later than fourteen (14) days after discharge.
 - c. For leaves of more than one hundred and eighty (180) days, employees should apply for reinstatement no later than ninety (90) days after completing military service.
 - d. If the returning veteran is hospitalized for, or convalescing from, an illness or injury that was incurred in or aggravated by the period of service, the above reporting deadlines may be extended for up to two (2) years for any period of recovery.
10. In addition to making a timely reinstatement request, employees who were called to covered active duty must also meet the following general conditions in order to be considered qualified for reemployment:
- a. The employee must have received an honorable discharge or have been discharged under honorable conditions.
 - b. The employee must not have voluntarily remained in the military beyond five (5) years.
 - c. The employee must be qualified to perform the essential duties of the position.
11. Employees not qualified to fill the positions to which they are otherwise entitled have the opportunity to receive the training they need to fill the positions.
12. Employees will be restored to full participation in the benefit plans as soon as they return from military service. Absence on unpaid military leave counts in computing an employee's length of service under a retirement plan and determining the rate at which an employee accrues annual leave or any benefit.
- NOTE: The Uniformed Services Employment and Reemployment Rights Act (USERRA) require that a person reemployed under its provisions be given credit for any months and hours of service he/she would have been employed, but for the military service, in determining eligibility for FMLA leave.
13. An employee returning from a military leave of absence will be reinstated at the rate of pay the employee would have received had the employee continued working during the period of leave. This means that employees returning from military duty will receive any non-performance related pay increases they would have received if they had not entered the military. To receive pay increases associated with promotions that require training, employees must first satisfy training requirements. In some cases, training can be provided on an accelerated basis.
14. Employees will be restored to full seniority based on date of hire and adjusted for any non-military breaks in service. Military leave is not treated as a break in service.

O. Leave Sharing

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

1. A hardship due to serious medical reasons occurs when:
 - a. An employee or a family member has a serious health condition and/or serious injury, or illness as defined under the Family and Medical Leave Act (FMLA);
 - b. The serious health condition and/or serious injury or illness requires a prolonged absence of the employee from duty; and
 - c. The absence will result in a hardship due to loss of income to the employee because he/she will have exhausted all available paid leave apart from the leave-sharing program.
2. Employees with on-the-job injuries covered under Workers' Compensation are not eligible to receive donated leave.
3. Recipient Eligibility: To apply for donated leave, employees must be employed for a minimum of one (1) year and be in good standing and discipline free for twelve (12) consecutive months and must be on approved leave under the Federal Family and Medical Leave Act (FMLA).
4. If employees have exhausted all of their own accrued paid leave, they can submit a written application describing their need to withdraw leave from the leave bank. To standardize the application process, the Agency has created an Application for Donated Leave, which requires employees to state the specifics of why they are requesting leave from the leave bank and grants the Agency permission to contact their health care provider to seek further clarification if necessary.
5. A physician's statement may be required by the Human Resources Manager before an employee can be considered for this benefit.
6. To donate accrued paid leave to a qualified recipient, employees must be employed for a minimum of twelve (12) months.
7. Employees electing to donate leave must do so in writing. To standardize the process, the Agency has created a Leave Donation Form (see Sample Form 1 in Appendices), which

requires employees to specify the number of hours they wish to donate and confirms that they are making the donation of their own free will and are not being pressured by an Agency representative or coworker to do so.

8. The Agency will consider each application for donated leave on an individual basis. The Agency will make a reasonable determination, based on eligibility and need, as to whether to approve a request.
9. Recipients of donated leave will receive leave paid at their normal rate of compensation, regardless of the salary of the donee.

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

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

P. Workers' Compensation

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

1. Workers' compensation benefits are subject to review by the Agency's insurance carrier.

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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 Human Resources Manager 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.

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- e. Original forms must be forwarded within twenty-four (24) hours to the Agency's Human Resources Manager /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.
 10. FMLA Medical Leave and Worker's Compensation can run concurrently. FMLA Medical Leave requests for work injuries involving Worker's Compensation should follow the same process as FMLA Leave Policy with respect to the verification or clarification of the medical certification.

Q. 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 employees' 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.

R. Unemployment Insurance

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

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

S. Family and Medical Leave Act ("FMLA")

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

1. Eligibility:

To be eligible for FMLA leave, an employee must:

- a. have been employed by the Agency for at least twelve (12) months (need not be consecutive); separate periods of employment will be counted, provided that the break in service does not exceed seven (7) years.

- b. have worked at least 1,250 hours in the preceding twelve (12) months from the date FMLA is to be used (these hours must be actual hours worked, not to include unpaid leave and accrued paid leave).

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

2. General Provisions for FMLA Leave:

a. Family Care Leave (FCL) - FCL may be taken for the following reasons:

- i. For the birth of a child and in order to care for that child.
- ii. For the placement of a child through adoption or state approved foster care.
- iii. “Qualifying Exigency” (any issues related to a military service member's call to duty) arising out of the service member's current tour of active duty or because the service member is notified of an impending call to duty of a contingency operation. Qualified exigencies are defined to include the following:
 - 1) Short-notice deployment: issues that arise from the fact that a covered military member is called to active duty with notice of seven (7) days or less prior to deployment. This leave can be taken during the seven (7) day period only.
 - 2) Military events and related activities - Leave to attend official military events related to active duty, or to attend family support or assistance programs and informational briefings related to the call to active duty.
 - 3) Childcare and school activities - Leave to arrange for alternative childcare for a child (as defined by the FMLA) of a covered service member, to provide childcare on an emergency basis (but not a routine, regular, or everyday basis), to enroll a child of a covered service member in school, or to attend school meetings for the child of a covered service member where the leave is necessitated by the active duty or call to active duty of the covered service member.
 - 4) Financial and legal arrangements - Leave to make financial or legal arrangements to address the covered service member's absence for military duty, or to act as the covered service member's representative for purposes of obtaining military service benefits. Leave can only be taken to obtain military

service benefits while the service member is away on active duty or within ninety (90) days of termination of that active duty.

- 5) Counseling - Leave to attend counseling by someone other than a health care provider for the employee, the covered service member, or a child of the covered service member, provided that the need for counseling arises from the military service.
 - 6) Rest and recuperation - Leave to spend time with a covered service member who is on short-term, temporary, rest and recuperation leave during the period of deployment. This leave is limited to five (5) days for each military rest and recuperation visit.
 - 7) Post-deployment activities - Leave to attend post-deployment functions, such as arrival ceremonies or reintegration briefings that occur within ninety (90) days following the termination of active-duty status or to address issues that arise from the death of the covered service member, such as making funeral arrangements.
 - 8) "Additional activities" - These are not defined by either the FMLA or the regulations. The regulations state that such leave is allowed "to address other events which arise out of the covered military member's active duty or call to active-duty status *provided that the Agency and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.*" Granting leave for "qualified exigencies" for purposes other than those stated above is at the discretion of the Agency.
- b. FCL usage may be subject to the following conditions:
- i. All accrued paid annual, sick and compensatory leave, pursuant to rules for the use of leave must be exhausted against FCL for any part of the twelve (12) weeks of leave to which the employee may be entitled under FMLA before being placed on leave without pay. Sick leave may only be used for the birth mother while under a doctor's care. After she is released to return to work, any additional leave used to care for a healthy child must be compensatory or annual leave for the balance of the 12 weeks. Paid leave and FMLA leave will run concurrently.
 - 1) For twelve (12) consecutive weeks measured forward from the birth or placement of the child.

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- 2) If both spouses are employed by the Agency, they are entitled together to a total of twelve (12) weeks (rather than 12 weeks each) for the birth or placement of a child.
 - 3) Intermittent or reduced leave schedule is only allowed for FCL due to a qualifying exigency; certification must be provided and should include a copy of the covered military member's active-duty orders or other documentation issued by the military that indicates that the covered military member is on active duty or called to active-duty status in support of a contingency operation, and the dates of the covered military member's active-duty service.
- c. Medical Care Leave (MCL)- MCL may be taken for the following reasons:
- i. To care for a spouse, child, or parent with a serious health condition.
 - ii. For the serious health condition of the employee.
 - iii. Caregiver Leave for an Injured Service member – This benefit provides twenty-six (26) weeks of FMLA leave during a single twelve (12)-month period for a spouse, son, daughter, parent, or nearest blood relative caring for a recovering service member. A recovering service member is defined as a member of the regular Armed Forces, National Guard, or Reserves who suffered an injury or illness while on active duty that may render the person unable to perform the duties of the member's office, grade, rank or rating. Intermittent leave is permitted.
- d. MCL may be taken subject to the following conditions:
- i. Serious health condition means illness, injury, impairment, or physical or mental condition of the employee, or of a child, parent or spouse, which warrants the participation of a family member to provide care during a period of the treatment, or supervision of the child, parent or spouse and also involves:
 - 1) An inpatient facility, or
 - 2) Continuing treatment or continuing supervision by a health care provider.
 - ii. All accrued annual, sick and compensatory leave must be exhausted against MCL for any part of the twelve (12) weeks and twenty-six (26) weeks for the care of a covered service member of leave to which the employee may be entitled under FMLA before being placed on leave without pay status. Paid leave and FMLA leave will run concurrently.
 - iii. For twelve (12) weeks measured forward from the first day MCL is used and twenty-six (26) weeks for the care of a covered service member.

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- iv. May be intermittent or reduced schedule if certified as medically necessary by the health care provider. Any employee who is unable to report to work and uses intermittently FMLA leave must contact his/her supervisor within thirty (30) minutes after the beginning of that employee's normal workday unless department rules require an earlier reporting time. If the employee's supervisor is not available, the employee shall notify the Human Resources Manager. The employee's time off should be documented to reflect intermittent leave.
 - v. A medical certification from the health care provider to support a request for leave for an employee's own serious health conditions, or to care for a seriously ill child, spouse, covered service member, or parent is required.
 - 1) For the employee's personal medical leave, the certification must state that the employee is unable to perform the functions of his/her position because of a serious health condition.
 - 2) For leave to care for a seriously ill child, spouse, covered service member, or parent, the certification must state that the employee is needed to provide care.
 - vi. The Agency may require a second medical opinion at its own expense and periodic recertification. If the first and second opinions differ, the Agency, at its own expense, may require the opinion of a third healthcare provider, approved by both the Agency and employee. This third opinion is binding.

3. Duration of Leave:

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

4. If Both Spouses Work for the Agency

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

For the birth or placement of a child.

- a. For a parent's serious health condition.

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

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

5. Pay Status While on FMLA Leave:

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

6. Effects on Group Health Plan Benefits

- a. During the approved FMLA leave period, an employee's group health benefit will remain the same as before the leave began, subject to any general changes in plan coverage.
- b. Employees on approved unpaid FMLA leave are responsible for payment of their normal portion of the premium. The payment must be received by the first day of every month. A thirty (30) day grace period applies. If full payment is not postmarked within a thirty (30) day grace period, benefits may be terminated. The Agency will provide fifteen (15) days' notice prior to the employee's loss of coverage.
- c. If an employee does not return to work after approved FMLA leave period has expired for reasons other than continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control, the employee **must** pay the Agency for all amounts of insurance premiums that the Agency may have paid for the employee during the leave period.

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- d. Employees retain their employment status during the period of leave. An absence covered by the approved FMLA leave period will not be considered a break in service for purposes of determining an employee's longevity, or any employee benefit plan.
 - e. Benefit entitlement based on upon length of service will be calculated as of the last paid workday prior to the start of unpaid leave of absence. An employee on leave will not lose any employment benefits accrued prior to the leave, unless a benefit is used by the employee during the leave, such as accrued paid leave. An employee on FMLA accrues no additional seniority or employment benefits during any period of unpaid leave.
 - f. An employee must continue retirement contributions at the same rate, for the period of FMLA.

7. Other Agency Benefits

- a. Agency leave benefits (annual, sick, etc.) leave will not accrue during periods of **unpaid** FMLA leave.
- b. When an employee is on approved **paid** FMLA leave (using annual, sick or other paid leave as FMLA leave), Agency benefits will continue to accrue.
- c. When an employee is on approved unpaid FMLA leave all employer paid benefit premiums (health insurance, life insurance, retirement, etc.) will cease or must be paid by the employee effective the day the employee exhausts all available leave (annual, sick, or other paid leave.) The employee will be required to pay his/her normal share of the premiums on a current basis or pay upon return to work if approved by the Executive Director.

8. Requests for FML

- a. Where the need for FMLA leave is clearly foreseeable, an employee should give the Agency thirty (30) days advance notice of the time needed off. If the employee fails to give timely advance notice with no reasonable excuse, the Agency may delay FMLA coverage until thirty (30) days after the date the employee provides notice.
- b. If the need is foreseeable but is not known in time to give thirty (30) days advance notice of the need, notice should be given as soon as practicable, normally within one or two (2) business days of learning of the need for leave.

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- c. In cases of unforeseeable need for leave, the employee must follow the Agency's usual and customary call-in policy/procedure for reporting an absence, absent unusual circumstances.
 - d. If the Agency learns that requested leave is for an FMLA leave purpose after the leave period has already begun, the entire or some portion of the paid leave period may be retroactively counted as FMLA leave. If the need for leave arises during annual leave, the annual leave may be retroactively designated by the Agency as FMLA leave.

9. Requests for MCL

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

10. Leave Determinations

- a. Incomplete Certifications - If an incomplete medical certification is received, the Human Resources Manager will provide the employee with the opportunity to either have the health care provider correct the certification or provide a written release for the Human Resources Manager to contact the health care provider directly. The employee will have seven (7) calendar days to resolve any deficiencies in the medical certification. If, after seven (7) calendar days the identified deficiencies have not been resolved, the FMLA request may be denied.
- b. 2nd and 3rd Opinions - The Agency may request recertification and/or a second opinion for the serious health condition of the employee or the employee's family member in accordance with the regulations under the FMLA. If the Agency questions the validity of the health care provider's opinion, a second opinion may be required. In such cases, the Agency will choose a health care provider to give the second opinion and will pay the cost. If the first and second opinions differ, the Agency may require a third opinion. The health care provider giving the third opinion will be jointly approved by the Agency and the employee. The third opinion will be binding on both parties. The Agency will pay the cost of the third opinion.
- c. Recertification - If, after the initial medical certification, the employee needs to renew or change the leave request, they are required to submit an additional or amended medical certification to the Human Resources Manager. Recertification will be necessary when the employee seeks an extension of his/her her leave. The employee must provide a new medical certification in each subsequent leave year.

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

11. Approval/Denial Notice

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

12. Intermittent Leave

Eligible employees may take FMLA leave intermittently (in blocks of time), or by reducing their normal weekly or daily work schedule, when medically necessary for their own or an immediate family member's serious health condition or for the serious injury or illness of a service member. This type of FMLA leave use must be carefully reviewed and supported by medical certification. Intermittent FMLA is also available for leaves due to a qualifying exigency. Employees who require intermittent leave or reduced-schedule leave must try to schedule their leave so that it will not disrupt the Agency's operations.

13. Birth of Child/Adoption

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

14. Call-In Procedures

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

15. Exhaustion of Intermittent Leave

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

16. Job Restoration

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

Exceptions to job restoration are permitted when the original assignment ended, or the original position is eliminated during the FMLA leave period due to reduction in force,

reorganization, or if the employee would not otherwise have kept said employment even if leave was not taken.

The reinstatement guarantees do not apply to the following employees:

- a. Whose positions are so unique that the Agency cannot, after reasonable efforts, fill that position temporarily, or
- b. That used the leave to pursue employment opportunities or to work for another employer.

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

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

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

17. Unable to Return after FMLA Leave

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

18. Failure to Return after FMLA Leave

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

19. Notice Requirements for Returning from FMLA Leave

Employees are expected to be able to return to work by the end of their approved leave period. Prior to returning from leave for a personal health condition, the employee must secure a medical release from his/her healthcare provider. The Medical Release from the health care provider must confirm that the employee has the ability to return to work to perform the regular duties or set forth any restrictions. The Medical Release must be submitted to the employee's supervisor at least two (2) days in advance of the expected date of return. After the review of the supervisor, the Medical Release must be forwarded to Human Resources Manager where it will be retained in a separate medical personnel file. If the employee is released to work with restrictions, the Executive Director will determine whether the restrictions can be reasonably accommodated.

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

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

20. Coordination with Attendance Policies

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

21. Worker's Compensation and FMLA

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

22. **Definitions and Key Terms**

- a. **Covered Active Duty** - The term "covered active duty" means duty under a call or order to covered active duty in the Armed Forces of the United States Army, Navy, Marine Corps, Air Force or Coast Guard, or in a reserve component, for purposes other than training.
- b. **Certification Related to Covered Active Duty or Call to Covered Active Duty** - As a result of any qualifying exigency, because the spouse, son, daughter, parent or next of kin of the employee is on covered active duty or was notified of an impending call or order to covered active duty in the Armed Forces, the Agency may require that a request for leave be supported by certification.

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

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

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

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

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

- c. **Chronic Condition Requiring Treatments** - A chronic condition that:
- 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** (for purposes of caregiver leave)- The term "covered service member" means a member of the Armed Forces, including a member of the National Guard or Reserves, and a covered veteran who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A covered veteran is an individual who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.
- The period between enactment of the FY 2010 NDAA on October 28, 2009, and the effective date of the 2013 Final rule is excluded in the determination of the five-year period for covered veteran status.
- e. **Incapable of Self-Care** – the individual requires assistance or supervision in three (3) or more of the following:
- Grooming and Hygiene
 - Dressing
 - Cooking
 - Shopping
 - Paying Bills
 - Using Telephones or Directories
 - Bathing
 - Eating
 - Cleaning
 - Taking Public Transportation
 - Using a Post Office, etc.
- f. **Multiple Treatments (Non-Chronic Conditions)** - Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or

- for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
- g. **Next of Kin** - The term “next of kin” means the nearest blood or legally adopted 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 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.

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.

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

member is on covered active duty or call to covered active-duty status and for a period of ninety (90) days following the termination of the military member's covered active-duty status.

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

- v. 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.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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

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.

ii. Absence Plus Treatment

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

- 1) 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
- 2) 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

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- 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.

T. 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.

1. Application Procedure: Prior to registration for a course, seminar, or workshop, eligible employees must discuss their relationship to the job with the Human Resources Manager. Employees must fill out a Request for Tuition Assistance form and obtain the Executive Directors approval by written authorization (see Sample Forms 14 & 15 in Appendices Section).
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.

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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 7,500 per calendar year.
 - b. Receipts for the costs of the course, seminar, or workshop must be submitted to the Human Resources Manager within thirty (30) days of receipt of the grade.
 - c. Upon completion of the Agency-approved course, seminar, or workshop, the Agency provides Total cost of tuition up to 7,500 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. The employee understands that such training and certification constitutes an investment by the Agency. Should the employee terminate his/her employment within three (3) years from the date of the employee's class and/or certification ("Reimbursement Period"), the employee will reimburse the Agency for the total costs and expenses of the training and certification expenses as stated above. Should the Agency terminate the employee's employment within three (3) years from the date of the employee's class and/or certification ("Reimbursement Period") for worthy cause, the employee will reimburse the Agency for the total cost of the training and certification expenses. A determination of whether the employee was terminated for good cause shall be made solely by the Executive Director or his/her designee.
 - f. In accordance with IRS 26 U.S. Code § 127, reimbursement for post-graduate college education will be considered taxable income to the employee.
 - g. Reimbursement for expenses may not exceed the amount allowed per employee as established by the Agency. This benefit is contingent on available funds. If Budget line items would be overrun this benefit will be temporarily suspended.

SECTION 7: OPERATING POLICIES, REGULATIONS & PROCEDURES

A. Business Hours

The Agency's normal office hours are from:

8:00 AM - 5:00 PM Monday through Friday

1. To meet Agency objectives, employees are sometimes asked to spend additional time to complete rush work, special projects, or special events. This is considered part of the normal working day. Sometimes, meeting Agency objectives may also require modified schedules, weekend work, and even overtime work from time to time. Employees are expected to remain flexible and to discuss changes with management.

A reasonable effort will be made to keep additional work requirements to a minimum, and to advise employees in advance, but when such additional work is necessary, full cooperation of all employees will be expected.

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

3. ***On-Call Duty***

- a. The Agency's maintenance employees may be assigned on-call duty. On-call duty shall be on weekends, approved holidays and after 5:00 PM on regular working days. The employee will be expected to be available by telephone to perform emergency duties during his/her duty assignment and is required to begin on-call duty within one (1) hour of receiving the emergency call.
- b. As compensation, the employee shall be paid \$1.25 per hour for on-call pay and time and one-half for actual hours worked over the required forty (40) hours. During each twenty-four (24) hour period in which an employee is called back to work and the employee is officially in an on-call status, and is receiving on-call pay, the employee receiving their first call to return to work, shall be paid time and one-half (1.5) their regular rate of pay for the time worked with a minimum of two (2) hours of pay. Employees receiving additional calls after the first call, but within the same twenty-four (24) hour period, will be paid time and one-half (1.5) only for actual time spent on the call with no minimum hours.
- c. Employees will be considered engaged by the Agency at the time they receive the call until the time the work is completed. Employees assigned on-call duty must

satisfactorily complete a full week's duty to be eligible for the above time and one-half pay. Such pay will be included in the same payroll period with the Saturday ending on-call duty. No compensation will be provided to exempt management staff.

- d. This time will be considered time worked and will be recorded as such on the employee's timesheet. On-call time will be paid at the employee's regular rate of pay or at his/her overtime rate if he/she has already worked the required forty (40) hours.

B. Timekeeping

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

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

1. To ensure employees' payroll amounts are correct and leave and/or benefit accounts are accurately maintained, employees must clock in and out of the online timekeeping system. The online timekeeping system is the official basis for recording time worked for non-exempt Agency employees. Non-exempt employees are responsible for recording their hours worked and ensuring that such information is accurately submitted to the payroll department. Exempt employee's time is maintained by the Payroll Department and verified by the supervisor.
2. Any employees working at an off-site location or attending a training session, seminar or conference with the express written authorization of their supervisor and/or Executive Director, must report time worked using the online timekeeping method. Each supervisor and employee will be responsible for monitoring the recording of the time worked. By signing the Time and Attendance Record, the supervisor and employee certify the accuracy of the information presented.
3. Employees may not "call-in" and have other employees "clock-in" for them.
4. Employees who fail to account for any time missed from work for the scheduled work hours and regular work period must follow existing policy for use of paid leave, or such absences from the workplace shall be deemed Leave Without Pay.
5. Employees must submit their time and attendance records by the prescribed deadline. Employees are required to clock in when arriving to work, going out to a meal break, returning from your meal break, and at the end of the workday.

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6. If an employee miss clocking in, the employee must notify their supervisor as soon as possible. The supervisor will ensure the employee's work hours are recorded. Employees who consistently miss time clock entries will be subject to the following disciplinary actions:
 - Verbal warning,
 - Written warning,
 - Suspension without pay,
 - Termination of Employment.
 7. A supervisor is responsible for entering time for an employee who failed to complete the clock in or out should conspicuously write on the top of the time and attendance record, "Prepared by (supervisor's name)," if the employee is unavailable on the date, it is due.
 8. Employees should indicate absences due to annual and sick leave, holiday, or other reasons by writing the appropriate code or the appropriate information in the space provided for leave information. For leave that was not requested in advance, the supervisor or Human Resources Manager will enter the approved time in the online 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.
 9. Misrepresentation of time worked, falsification of entries or signatures, defacement or alteration of time and attendance records, 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.

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3. Excessive absenteeism is defined as being absent more than one (1) day a month. Scheduled and approved all-purpose leave days will not be counted towards this calculation.
 4. Employees will be considered tardy when they report to work more than five (5) minutes after their scheduled starting time.
 5. Repeated absences or tardiness will not be tolerated. Excessive tardiness is defined as being late more than three (3) times within a period of sixty (60) consecutive days.
 6. All employees who anticipate being late, or who are unable to report to work for any reason, must contact their immediate supervisor to report their absence or tardiness as soon as possible, and in no event (absent a compelling reason) later than thirty (30) minutes before their scheduled starting time. If the supervisor is not available, the employee must contact the administrative offices and talk to a management representative. If the employee must leave a message, provide a phone number where you can be reached and state a reason for the absence or tardiness. The employee must ensure that Agency management is made aware of both the fact and extent of the employee's absence or tardiness. In providing this notification, employees should state a reason for their absence or tardiness and indicate when they expect to return to work. In the event of failure to comply with the call-in procedures, the employee will be charged on the payroll as leave without pay.
 7. Employees will clock in no earlier than fifteen (15) minutes before the start of a workday and no later than fifteen (15) minutes after the end of a workday.
 8. Disciplinary action:
 - First Offense – Verbal warning and instructions.
 - Second Offense – Written reprimand and instructions.
 - Third Offense – One (1) day suspension without pay and possible termination.

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

9. The Employee must contact his/her supervisor or the Human Resources Manager each day that he or she will be absent. It is unacceptable to have a third party contact the Agency on the Employee's behalf unless extenuating circumstances exist (i.e., medical emergency).

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10. 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 Human Resources Manager.
 11. Subject to leave granted elsewhere in the Manual and any state and/or federal laws to the contrary, any employee on extended, excused absence from work must return no later than the 183rd day (6 months) from the date the absence began. Any employee not returning to work by the 183rd day (6 months) will be terminated. In order to be considered for future employment, the employee must apply for rehire with the Agency. (See Rehire of Former Employees.)

NOTE: Returning in fewer than 183 days (6 months) is not a guarantee of employment. All such cases will be reviewed on a case-by-case basis for compliance with state and/or federal laws and the policies in the Manual that may apply to that particular case.
 12. Except otherwise provided by Family Medical Leave Act (FMLA), any employee who fails to return to work as scheduled after an approved leave period may be subject to termination from employment. Employees who exceed their approved leave period without extension(s) may be subject to termination of employment.

D. Meal Periods

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

1. No food or beverages are to be consumed in public areas of Agency facilities.
2. Employees must observe the rights of others and eat only their food and beverages. Do not take the food and beverages of other employees without their consent.
3. The standard lunch period is from 12:00 noon through 1:00 p.m. The Executive Director may schedule employee lunches in a staggered manner to assure that Agency personnel are available during the Agency's operating hours.
4. Meal periods scheduling is subject to approval by the employee's supervisor.
5. Meal periods should remain flexible to adhere to Agency business needs.
6. Meal periods are unpaid unless employees are required to remain at their workstations and are available for work duties.

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7. 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.
 8. Employees working more than four (4) hours are expected to take a minimum of ½ half hour lunch with a maximum of one (1) hour. Meal period timeframes may change at the discretion of the Executive Director.

E. Break Periods

1. Two (2) breaks, one during midmorning and one in the afternoon, of fifteen (15) minutes each may be taken by the employee, depending upon the scheduling needs of the Agency.
2. Rest periods are authorized to be taken at approximately 10:00 AM and 3:00 PM and shall not be taken in conjunction with a lunch period or the start or end of a work-day. The Agency assumes no liability for a rest period not taken due to a work assignment.
3. Services must not be postponed or delayed for the purpose of break periods.
4. Employees are not permitted to accumulate any unused break periods or use break periods as the basis for starting late, quitting early, or extending a scheduled meal period.

F. Release Time for Employee's Functions

Release time is defined as any period of time during regular working hours when regular full-time employees are released from their job assignments to attend an employee's function that has been determined to be in the best interest of the Agency and its employees. All periods of release time shall be explicitly approved in advance by the Executive Director or his/her designee.

1. Work in Lieu of Release Time: The time during which an employee is released to attend an employee function and offices are closed does not constitute a holiday. Temporary employees shall not be paid for time loss during the release period. Permission to have a temporary employee work during such a release time period must be obtained from the Executive Director.
2. Partial Day Functions: In the event of release time for a partial function, regular full-time employees not attending on their own volition will be appropriately charged annual or sick leave for the period of the function. Employees who are absent longer than this release

time period shall be appropriately charged annual/sick leave for all time absent between 8:00 AM and 5:00 PM.

3. Mandatory Function: In case of release for a mandatory function, regular full-time employees who are absent without notifying the Agency shall be treated in accordance with the provisions of unauthorized absences listed under Section 7 of this policy.

G. Breast-Feeding/Pumping Breaks:

In compliance with the Americans with Disabilities Act, the ADA Amendments Act and the Texas Law Against Discrimination as amended by the Tex. Health Code Ann. § 165.002 (1995) and House Bill 541, the Agency does not discriminate based on disability, pregnancy, pregnancy related medical condition or childbirth. The Agency will not discriminate against any employee or job applicant with the respect to any terms, conditions or privileges of employment on the basis of a known or perceived disability, pregnancy, childbirth, breastfeeding, or pregnancy related medical condition. Reasonable accommodations to known physical or mental limitations of all employees and applicants with disabilities or pregnant, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose undue hardship on the Agency.

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

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

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

H. 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 performed until the end of the event.
3. When an emergency closing has not been officially declared by the Executive Director or his/her designee, hourly employees who do not report to work will not be paid. 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.

I. Shelter in Place Order During Pandemic

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

1. Infection-Control Measures
 - a. Agency Property - To minimize exposure to and spread of infection in the workplace, the Agency will take the following steps:
 - i. Collaboration with janitorial services to ensure offices and facilities are cleaned thoroughly.

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- ii. Increased cleaning and disinfecting of all commonly used surfaces using antiviral cleaning agents.
 - iii. Offices closed to the public. Any exceptions to this policy are limited to visits critical to business continuity and must be approved by the Executive Director.
 - iv. Termination of all travel for employees. Exceptions are limited to visits that are critical to business continuity and must be approved by Executive Director.
 - v. Reduction in the number of employees who report to offices and facilities by implementing working remotely where feasible (see Section 5.J. Remote Work).
 - vi. Maintain on-site adequate supplies recommended personal protection equipment (PPE), such as face masks, eye protections, rubber gloves, and anti-bacteria hand gels and wipes, which will be required to be worn by all employees while on duty. All employees should speak to their primary care physician about types and proper use of PPE to use in the home.
- b. Ways to protect yourself:
- i. Practice Social Distancing (six (6) feet away from any person during face-to-face encounters).
 - ii. Stay home when you are sick.
 - iii. Cover your mouth with a tissue when you cough or sneeze or cough or sneeze into your elbow. Avoid touching your face.
 - iv. Disinfect frequently touched objects and surfaces.
 - v. Wash your hands with soap and water for at least 20 seconds.
 - vi. If soap and water isn't accessible, use an alcohol-based hand sanitizer with at least 60% alcohol.

2. Determining Essential Workers

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

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- a. Youth or after school care services.
 - b. Work in food services (community centers), or resident and/or social services, etc.
 - c. Property Management, maintenance and related services calls who can coordinate the response to emergency "at-home" situations requiring immediate attention, as well as facilitate the reception of deliveries, mail and other necessary services.
 - d. Housing, building and commercial construction and related activities, including inspections, permitting, and plan review services.
 - e. Services in support of the elderly and disabled residents which include coordination of healthcare appointments and activities of daily living.
 - f. Workers responsible for the movement of household goods.
3. Hazardous Pay and FMLA Leave
- a. Hazardous Pay for Employees at Risk - Hazard pay during a pandemic may be paid to employees that are at risk of exposure or hazardous situations. Hazardous pay must be approved by the Executive Director. The Agency will comply with requirements of 2 CFR 200.430 (Compensation-personal services), including the requirement that total compensation be reasonable for the services rendered. All employees are required to follow the Centers for Disease Control (CDC) and Occupancy Safety and Health Administrations (OSHA) directives for worker protection and personal protective equipment (PPE).
 - b. Family Medical Leave Act (FMLA) – If applicable, employees may be placed on FMLA who fall ill or are absent to care for an infected family member. Employees are required to notify their supervisor and/or Human Resources Manager as soon as possible for need for FMLA leave. If an employee has accrued annual or sick leave, the employee will be required to take his/her paid leave as part of his/her FMLA leave. Paid leave and FMLA leave will run concurrently. In the event that additional federal, state, or local mandatory directives (i.e., extended FMLA, paid annual or sick leave, etc.) during the pandemic, the Agency will comply with all directives.
4. Remote Locations
- During a pandemic, local, state or federal authorities might prohibit or severely curtail individuals' access to and use of public services and public transportation; close or prevent access to buildings or public highways; isolate or quarantine buildings' occupants; and prevent inter or intrastate delivery of goods and services. The Agency cannot predict or

have control over such authorities' actions and acknowledge the legal duty to comply with outside authorities' directives; therefore, continued operations will operate from a number of remote work locations, including essential employees' home offices. Equipment necessary for off-site remote work operations may be provided by the Agency as needed.

5. Procurement for Specialized Items

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

- a. An item is available only from a single source;
- b. A public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. HUD expressly authorizes noncompetitive proposals in response to the written request from an Agency;
- d. Competition is determined inadequate after solicitation of a number of sources.

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

6. Public Meetings

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

7. Mandatory Quarantine

The Executive Director may place any employee on mandatory quarantine for the time period specified in CDC guidelines if the employee is showing any signs of illness. The mandatory quarantine will be paid leave if determined by the Executive Director or will require employees to use accrued sick leave. If accrued paid leave is not available, then the employee may be placed on leave without pay if determined to be covered under FMLA leave (see Section 6.R. Family Medical Leave Act in this policy). A certification from

a qualified medical professional for the employee's medical release to return to work may be required before the employee will be allowed to report for duty.

8. Special Needs and Accommodations

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

9. Outside Authorities

The Agency partnerships with local, state and federal emergency-response protocols to which the Agency is subject and coordinates efforts to maintain safety and security in and outside the workplace. In the event of a conflict between directives issued by management and directives issued by local, state, or federal authorities, the Agency directs all employees to obey all orders issued under local, state, and federal law.

10. Return to Work Plan

- a. Once the Shelter in Place Order has been lifted by the federal, state or local authorities, the Executive Director at his/her discretion will implement a return-to-work plan that will be compliant with directives from the Center of Disease Control (CDC) and Occupational Safety and Health Administration (OSHA).
- b. Employee Benefits – During each PHASE, the Human Resources Manager will coordinate with employees that may have been laid off or furloughed during the pandemic to ensure the following:
 - i. Group Health Insurance – redetermine waiting-period issues due to leave or reinstatement; review/revise eligibility requirements during furloughs or layoffs.
 - ii. Retirement Plans – review eligibility due to layoff or furloughs. Review any in-service loans employees may have or will need, including eligibility and pay back procedures.
 - iii. Paid Leave – Review required leave and ensure employees understand eligibility requirements.
 - iv. Any notices and/or directives will be distributed in order to maintain compliance.

J. Release of Agency Information

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

1. Some examples of people or entities that could conceivably contact an employee in an attempt to gain information are listed below, without limitation.
 - Media: Television, Radio, or Newspaper (See Section 7.M. News Media)
 - Attorney's Offices
 - United States Department of Labor (*including, without limitation, its Directorate of Civil Rights, its Wage and Hour Division, or the Solicitor's Office*)
 - United States Housing and Urban Development (HUD)
 - Local, State, County, or Federal Courts
 - Local, State, or County Human Relations Commissions
 - United States Equal Employment Opportunity Commission
 - Prospective Employers Seeking Employment Verifications and References
 - Credit Bureaus, Banks, Mortgage Companies, Other Financial Institutions
 - Telephone Service and Other Contractors and/or Vendors
 - Other Similar Agencies, Companies, or Individuals
2. The Agency strives to anticipate and manage crisis situations in order to reduce disruption to our employees and to maintain our reputation as a high-quality Agency. To best serve those objectives, the Agency will respond to the outside inquiries in a timely and professional manner only through the Agency designated media spokesperson within the Management Personnel.
3. The Agency shall maintain the confidentiality of its employees' records. Employees must sign a release before personal information can be divulged unless such release is otherwise mandated by law or Court Order.
4. Employees who have a question as to whether the information being requested applies under this policy must contact their supervisor for instructions.
5. Employees should be polite and exhibit professionalism, but refer the questions to their supervisor, Executive Director or media spokesperson.
6. 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.

K. 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, resident, 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, resident and program participant relations, resident and program participant records, training, staffing, strategies, philosophies, and know-how;
 - b. Resident, 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 residents, 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 Human Resources Manager.
4. All management-related, resident-related, and performance-related concerns are to be discussed with 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 whose 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.

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5. Employees should exercise the highest standards of professional and personal responsibility in writing in any resident 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 residents or program participant's record. Confidentiality laws should be used as guidelines in determining how much detail is necessary in recording information regarding the resident or program participant. No verbal information regarding a current or former resident 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.

L. Sensitive Personal Identity Information (PII)

The Agency recognizes the need to maintain the confidentiality of Sensitive Personal Identity Information (PII) and understands that such information is unique to each individual. The sensitive PII covered by this policy may come from various types of individuals performing tasks on behalf of the Agency and includes employees, applicants, residents, program participants, contractors and vendors. The Agency complies with Texas's Consumer Privacy Act (TXCPA) and Texas Privacy Protection Act (TXPPA), and HUD's PIH Notice 2015-06.

It is the employees of this Agency's responsibility to protect the information entrusted to them during the course of performing their job duty responsibilities. An important part of the employee's job duty is to ensure sensitive PII information is properly collected, accessed, used, shared and disposed of. Sensitive PII requires special handling because of the increased risk of harm to an individual if it is compromised. Sensitive PII may reside in hard copy or electronic records; both forms of sensitive PII fall within the scope of this policy.

Sensitive PII includes, but is not limited to:

- Names,
- Email,
- Home Address,

- Phone Number,
 - Social Security Numbers (SSNs) and/or last four digits of SSNs,
 - Driver's license or state ID number,
 - Passport number,
 - Financial account number, credit or debit card data,
 - Account passwords,
 - Medical information,
 - Biometric data,
 - Records maintained relating to applicants, residents, program participants, employees, contractors and vendors,
 - Date of birth,
 - Other items deemed sensitive by the Agency, or federal and state Agencies.
1. Collect and access sensitive PII only as required:
 - a. Employees collecting sensitive PII information must have specific job responsibilities that require the collection of data.
 - b. Minimize proliferation of sensitive PII to keep it more secure and reduce the risk of a breach of privacy.
 - c. Only share sensitive PII if the recipient needs the information for a his/her official job duty.
 - d. Do not create unnecessary or duplicative collections of sensitive PII, including unsecured information stored on backup servers, network drives and/or desktops.
 - e. Delete electronic files or destroy paper files (via shredder) when sensitive PII is no longer needed, including information stored on backup servers, network drives and/or desktops. Ensure with the designated IT Representative that sensitive PII is being securely deleted.
 2. Secure Sensitive PII:

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

 - a. PII in electronic form:

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- i. Sensitive PII should only be accessed through Agency equipment. Personally, owned computers, equipment, and services (e.g., Dropbox) should not be used to access, save, store sensitive PII.
 - ii. Only store sensitive PII on authorized Agency computers and network drives with adequate security (e.g., access control, encryption, anti-virus software, data-loss prevention software, limited Internet access) in place. Contact the designated IT Representative to determine if a system is authorized to store sensitive PII.
 - iii. Do not place PII on shared drives, multi-access calendars, the Intranet, or the Internet.
- b. Hard copy PII:
- i. Employees should not take sensitive PII from his/her work area, unless appropriately secured. Paper documents must be under the control of the employee or locked in a secure file drawer when not in use.
 - ii. Clearly label all physical files containing sensitive PII and remove all media from physical files, such as thumb drives.
 - iii. **Never** leave sensitive PII in hard copy unattended and unsecured.
 - iv. Do not use Agency inter office or translucent envelopes to mail or transport sensitive PII. Double-wrap the documents (e.g., use two envelopes-one inside the other) and mark only the inside envelope as confidential with the statement – To Be Opened by Addressee Only.
 - v. Try not to send sensitive PII using a fax machine to another unattended fax machine. If the information must be sent by fax, do not send sensitive PII to a fax machine without contacting the recipient to arrange for its immediate receipt. Use the date stamp function and confirm fax number prior to sending. Ensure that none of the transmission was stored in memory on the fax machine, and that all paper waste is disposed of properly (e.g., shredded). When possible, use a fax machine that uses a secure transmission line.
 - vi. Keep accurate records of where PII is stored, used, and maintained.
 - vii. Periodically audit all sensitive PII holdings to make sure that all such information can be readily located.

3. PII Retention:

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

4. PII Training:

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

5. Vendors/Contractors:

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

6. Audits:

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

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

7. Data breaches:

Databases or documents that include sensitive PII may be breached inadvertently or through wrongful intrusion. Once the Agency is aware of a breach, notifications will be sent out to all affected individuals within thirty (30) days by letter and/or email (if designated as main contact method), along with a description of action describing the

need to reconcile any damage as the result of the breach. Notices to affected individuals will be communicated by the Executive Director after consultation with the Agency's General Counsel and within the time frame specified under Texas's Consumer Privacy Act (TXCPA) and Texas Privacy Protection Act (TXPPA).

8. Portable devices:

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

9. Off-Site Access:

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

10. Violations:

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

11. Regulatory Requirements:

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

M. Confidential Medical Information

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

1. "Medical information" is any information, data, or documentation relating to an employee's mental or physical condition. The term includes, but is not limited to, oral, written, or digital information concerning an employee's mental or physical condition; medical records; dental records; disability records; workers' compensation records;

medical leave records; genetic information; health insurance information; and/or information concerning visits or payments to any health care professional, hospital, emergency room, or other type of short- or long-term health care facility.

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

N. 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.

Supervisors shall refer all requests for information by the media to the designated spokesperson. All employees shall refer all media requests to the designated media spokesperson and inform supervisor(s) of all media contacts. All information provided to the media spokesperson shall be accompanied by valid documentation. If more information is needed, the media spokesperson will contact the necessary source(s).

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

O. Social Media Use

1. General

Social networking Web sites or on-line communities, such as Facebook, Twitter/X, WhatsApp, LinkedIn, YouTube, Instagram, Snapchat, TikTok etc., 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 Conflict 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, residents or employees.

Employees are hereby informed that some, if not all, of their correspondence on social media could also possibly constitute public information and the Agency may one day be required to produce copies of documentation in response to a public information request in accordance with the Federal Freedom of Information Act and the Texas Public Information Act.

- b. Agency Business Use – An employee is not permitted to visit social media websites during work hours, unless specifically authorized to do so for business-related purposes, either: (1) by virtue of employee’s job responsibilities; or (2) with express authorization as specified below. These employees who do have authorization and post messages on Agency websites or social media accounts should understand that they are posting on behalf of the Agency and must adhere to the Agency’s professional standards, values, ethics, policies and applicable laws at all times.
 - i. Employees who have job responsibilities that include posting information to Agency-maintained websites and/or social media accounts understand and agree that the content and followers of the blog or other website belong exclusively to the Agency. Upon request the employee must provide the Agency with any information necessary to log in to the Agency account or change a password, as it is solely the responsibility of the Agency’s IT Designated Representative. **All password changes must be provided to the Executive Director the same day**

the change occurs. Further, employees must be mindful of the issue of copyright infringement when posting materials that may be owned by others.

- ii. Individuals who do not have job responsibilities that include posting of information to Agency-maintained websites and/or social media accounts in the name of the Agency or in a manner that could reasonably be attributed to the Agency must obtain express written authorization from the Executive Director.

3. Employment Reference

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

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.

P. **Workplace Surveillance**

Video surveillance may be used for purposes relating to the safety of individuals and security of buildings and property. In furtherance of these purposes, video surveillance may be used to monitor exterior and interior areas of the Agency where there is no reasonable expectation

of privacy except for areas of privacy such as restrooms. The Agency complies with the Federal and Texas Wiretapping Statutes which outline the obligations imposed on institutions with respect to the protection of the privacy interests of individuals.

This policy only applies to video surveillance activities necessary to enhance the security and safety of people and property on Agency premises. This policy does not apply to Agency owned property that is being leased or rented to Residents.

Video surveillance of Agency premises will be conducted in a professional, ethical and legal manner, in accordance with the following principles:

1. Video surveillance must be conducted in accordance with state law;
2. Video surveillance will be used only where it is demonstrably necessary for the purposes of enhancing the safety of persons, or for the deterrence of theft or destructive acts, such as vandalism and graffiti;
3. Video surveillance may be used by law enforcement, Executive Director and/or Board of Commissioners;
4. Appropriate signs and notice of video surveillance must be posted in areas subject to video monitoring;
5. Employees and video service provider(s) will have access to information collected through video surveillance only where necessary in the performance of their duties and in accordance with the provisions of this Policy;
6. Employees and video service providers who may require access to information collected through video surveillance will be provided proper training and orientation with regards to this Policy and their obligations under this Policy and state law and will provide written acknowledgment that they have read and understood the contents of this policy and procedure. Any employee who knowingly or deliberately breaches this policy or state law will be subject to discipline up to and including termination. Failure of a video service provider to comply with this policy or state law will constitute breach of contract and may result in termination of contract and legal action;
7. The recording medium must be handled in a manner that maintains the integrity and security of the recorded information;
8. The Executive Director will specify the time frame that all recorded information shall be destroyed except information specifically awaiting review by law enforcement agencies, information seized as evidence, or information that has been duplicated for use by law enforcement agencies;

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9. Reception equipment locations and operation shall be limited to visual access of areas where there is no reasonable expectation of privacy;
 10. When video surveillance footage is being displayed by authorized employees on a video monitor, the monitors will be in a position that cannot be viewed by others;
 11. The video surveillance system will be subject to periodic audit.

Q. Recording Policy

The Agency expects that employees, residents, participants and vendors will respect the privacy of other individuals in the workplace and Agency property. Unauthorized electronic surveillance of employees or others is disruptive to employee morale and inconsistent with the respectful treatment required within the Agency workplace. Consequently, secret recording (audio or video) of meetings or other conversations, including telephone calls, is prohibited. Recordings may serve many legitimate workplace purposes. However, the Agency does not condone recording of any Agency activities when participants are unaware that such recordings are being made. In order to promote an environment of trust and collegiality, recordings may be made only with the prior consent of the parties involved.

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

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

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

Video recordings present additional privacy concerns, and potential concerns with copyright and intellectual property issues. Therefore, video recordings should only be allowed under conditions completely understood and approved in advance in writing by the Executive

Director. All employees and other participants which will be video recorded must be informed of the recording. Video recordings shall not be publicly shared, such as on the internet or in public viewings, without the written consent of the Executive Director and others being recorded. A violation of this policy may result in disciplinary action, including termination.

R. Information Systems Acceptable Use

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

1. Audience and Agreement

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

2. Rights

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

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

3. Monitoring

Various methods of workplace monitoring are conducted by the Agency to ensure quality control, employee safety, client safety, client satisfaction, security, and conformance with

policies, procedures and government regulations. This includes, but is not limited to, monitoring, logging and/or recording of all or any portion of network or computer data, telephone calls and phone keypresses, keyboard key-presses, screen capture and remote live surveillance, or any other method which the Agency deems appropriate. The information gathered during these processes is used for monitoring purposes only and is kept strictly confidential by the monitor unless policy violations or unlawful activity are detected. All questionable activity noted by the monitor will be reported to the Executive Director or designee.

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

4. Privilege

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

5. Responsibilities

Employees are responsible for the following:

- a. The employee agrees to comply with the acceptable use guidelines presented in this document, and other documents for outside networks or services they may access through the Agency's computer systems.
- b. An employee who harasses, or makes defamatory remarks, shall bear the full responsibility for his/her actions. Further, by using these systems, employees agree that individuals who transmit such remarks shall bear sole responsibility for their actions. Employees agree that the Agency's role in managing these systems is only as an information carrier, and that they will never consider transmission through these systems as an endorsement of said transmission by the Agency.
- c. Many of the Agency's computers provide access to outside networks, both public and private, which furnish electronic mail, information services, bulletin boards, conferences, etc. Employees are advised that they may encounter material that may be considered offensive or objectionable in nature or content. Employees are further

advised that the Agency does not assume responsibility for the contents of any of these outside networks.

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

6. Accounts

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

The System Administrator shall be responsible for the administration of access controls to all Agency computer systems. The System Administrator will process setups and terminations upon request by the Executive Director or designated. The System

Administrator will maintain a list of administrative access codes and passwords and keep this list in a secure area.

Each employee:

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

Supervisors MUST notify the System Administrator promptly whenever an employee leaves the Agency.

7. Confidentiality

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

8. System usage

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

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

9. Remote Access

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

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

10. Physical security

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

Employee responsibilities:

- a. USB Drives should be stored out of sight when not in use. If they contain highly sensitive or confidential data, they must be locked up.
- b. USB Drives should be kept away from environmental hazards such as heat, direct sunlight, and magnetic fields.
- c. Environmental hazards to hardware such as food, smoke, liquids, high or low humidity, and extreme heat or cold should be avoided.

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- d. Since the System Administrator is responsible for all equipment installations, disconnections, modifications, and relocations, employees are not to perform these activities. This does not apply to temporary moves of portable computers, such as laptops, for which the System Administrator has set up an initial connection.
 - e. Employees shall not take shared portable equipment out of the building without the informed consent of their supervisor. Informed consent means that the supervisor knows what equipment is leaving, what data is on it, and for what purpose it will be used.
 - f. Employees should exercise care to safeguard the valuable electronic equipment assigned to them. Employees who neglect this duty may be accountable for any loss or damage that may result.

11. Prohibited Activities

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

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

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

- a. Using personal home computers and personal E-mail accounts for Agency business unless approved by the Executive Director.
- b. Reading other employees' E-mail or electronic communications.
- c. Reviewing Agency documents or information for personal uses, reasons or interests.
- d. Engaging in illegal, fraudulent or malicious activities.
- e. Sending or storing offensive, obscene or defamatory material.
- f. Sending uninvited e-mail of a personal nature.
- g. Using another person's account or identity without explicit written authorization from the System Administrator.

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- h. Attempting to test, circumvent, or defeat security; or auditing systems without prior authorization.
 - i. Permitting unauthorized persons to access the Agency's system.
 - j. Engaging in activities on behalf of organizations with no business affiliation with the Agency.
 - k. Sabotaging the system.
 - l. Distributing or storing chain letters, jokes, solicitations, or offers to buy or sell goods or other non-business material.
 - m. Violating the Anti-Trust policy.
 - n. Installation of files, or execution of files, from a CD, USB Drives, the Internet, or any other means without authorization from the Executive Director.
 - o. Downloading and/or uploading of any files that indicate or suggest pornography, unethical or illegal solicitation, racism, sexism, defamatory language or graphics, or inappropriate language.
 - p. Use of a product advertisement or political lobbying.
 - q. Installation or use of Peer-to-Peer file sharing software (BitTorrent, qBittorrent, eMule, Ares Galaxy, etc.).
 - r. Transmission of any material in violation of federal, state or international law is prohibited. This includes, but is not limited to copyrighted material, threatening or obscene material, or material protected by trade secret.
 - s. Entering "Chat Rooms" and "Chatting" on the system is not permitted.
 - t. Sending uninvited email solicitations (SPAM).
 - u. Deliberately initiating Denial of Service attacks against internal or external computer systems.
 - v. Downloading and/or uploading of any executable file (games, applications, utilities, etc.).
 - w. Attempting to over-ride or circumvent anti-virus software.
 - x. Playing games.
 - y. Making long distance personal telephone calls using Agency telephones.
 - z. Adding or removing devices from the computer or telephone network.

- aa. Opening, repairing, upgrading, or modification of computers, phones and networks.
- bb. Any other activities that are not directly or indirectly work related.

12. Incidental personal use

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

Personal use must be infrequent and must not:

- a. Involve any prohibited activity.
- b. Interfere with the productivity of you or your co-workers.
- c. Consuming system resources or storage capacity on an on-going basis involves large file transfers or otherwise depletes system resources available for business purposes.
- d. Use Agency computer systems to participate in any newsgroup, mailing list, bulletin board, instant messaging, chat, or other type of discussion forum that is not job-related.

13. Violations

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

Violations of these policies will be dealt with in the same manner as violations to other Agency policies and may result in disciplinary review. In such a review, the full range of disciplinary sanctions is available including the loss of computer use privileges, dismissal from the Agency, and legal action. Violations of some of the above policies may constitute a criminal offense.

14. Additional guidelines

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

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

S. 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. Employees who are issued Agency-provided cellular phones are expected to carry that phone with them during agency work hours. Employees who form part of the Emergency Response Team and the on-call maintenance employee should always have the Agency-issued cellular phone with them, including outside of work hours.
4. 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 the use of mobile technology.
5. 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.
6. The use of cell phones with picture-taking capabilities is strictly prohibited without management's consent for business purposes only. Camera phones are prohibited in areas where employees have an expectation of privacy, such as restrooms and locker rooms. Employees are required to turn off and put away cameras in restricted areas.
7. Employees with access to proprietary processes, trade secrets, or information pertaining to research and development are prohibited from using camera phones in restricted areas.

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8. The Agency understands that certain personal cellular phone calls may be necessary in cases of emergencies or other family situations. Cell phones must be muted during working hours. However, under normal conditions, personal use should not interfere with work and should be restricted to non-work time, and in non-work areas (e.g., lobby, outside of building, cafeteria, but not in restrooms or locker rooms).
 9. Employees using cellular phones should remember not to discuss confidential issues with others present who do not need to know such information.
 10. Cellular phone "courtesy" should be practiced at all times. When using cellular or other communications devices employees should refrain from talking loudly or in an offensive manner or discuss confidential issues when other individuals are present.
 11. 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.
 12. Department supervisors 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.

T. 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 a manner consistent with its intent, design, and in accordance with the manufacturer's recommendations.
4. Personal use of the telephone for long-distance and toll calls is not permitted.
5. The use of Agency paid postage for personal correspondence is not permitted.
6. Agency equipment is for business use only and not for personal use. Agency equipment may not be borrowed or used unless authorized by the Executive Director.

U. Conflict of Interest

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

1. Use of Agency funds, property, or time for improper purposes and other deceptive and/or dishonest practices is absolutely forbidden. The best interest of the Agency must be each employee's priority without actions indicating divided loyalty and/or self-dealing.
2. All employees desiring to participate in certain outside activities which may involve a conflict of interest, or the 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 outside activity or from his/her position with the Agency.
3. Interest in Property, Contractors, or Vendors: No employee shall knowingly have any interest, direct, or indirect, in any property included in any development of the Agency, nor shall he/she knowingly have any interest, direct, or indirect, in any contract for materials or services to be used by the Agency. If such interest was acquired prior to his/her employment, or if his/her knowledge of such interest is subsequent to his/her employment, he/she shall promptly disclose the same in writing to the Agency.
4. No employee, officer, or agent of this Agency shall participate directly or indirectly in the selection or in the award or administration of any procurement if a conflict, real or apparent, is 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

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- d. An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.
 - 5. 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". The requirements of this subsection may be waived by the Board of Commissioners of the Agency for worthy cause, provided such waiver is permitted by state and local law, and a waiver is obtained from HUD in accordance with the ACC, Section 16(b)(5).

The Agency may not hire an employee in connection with a housing development if the prospective employee is an immediate family member of any person belonging to one of the following classes:

- a. Any present or former member or officer of the governing body of the Agency. This does not apply to any former 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).

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- 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;

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- 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 the Agency management.

V. Fraud

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

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 the 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.

W. 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.

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

The goal of the Agency is to provide superior service and satisfaction. The Agency practices and demonstrates equal treatment, unbiased professionalism, and non-discriminatory actions in relation to residents, vendors, suppliers, customers, employees, potential employees, potential vendors or suppliers, and any other individual or organization. Agency officers, employees, or agents shall not solicit or receive favors, tips, or other gratuities from residents, 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 [2021]) won or received as a result of an employment relationship may be considered Agency property unless the gift or prize is considered a recognized and standard form of wage for the employee's position.
4. Exempted from this policy are gifts such as t-shirts, pens, trade show bags and other promotional gifts that employees obtain as members of the public at events such as conferences, training events, seminars, and trade shows, which are offered equally to all members of the public attending the event. Also exempted are cards, thank you notes, certificates, or other written forms of thanks and recognition. Food, beverages and moderately priced meals that are supplied by current residents, partners, and vendors as a part of working meetings, conferences or training sessions (which advance the Agency's interests) are exempted as well.
5. Plants or flowers given to employees by vendors/suppliers or potential vendors/suppliers will be displayed in the lobby or at another central location where all employees may enjoy their presence.
6. Gifts from Agency to Employee – From time-to-time, the Agency may offer gifts or dinners as rewards to employees as part of morale building or team building activities; as well as for special occasions (e.g., birthdays and retirements etc.). These gifts or dinners shall not be paid for with federal dollars. Private contributions, sponsors, or other non-federal sources shall be procured for payment of said gifts or dinners.
 - a. The maximum value of gifts given to employees by the Agency shall be determined by the Board of Commissioners. Appropriate taxes shall be reported and withheld if applicable.
 - b. Monetary gifts shall be determined by the Board of Commissioners. Appropriate taxes shall be reported and withheld. No cash shall be paid to employees as a gift.
 - c. Honorary dinners or other events shall have a maximum food expenditure of \$25 per person. Invitees to these events shall be limited to the honoree's close friends and

family, employees of the Agency, Board members of the Agency, and residents of the Agency. Expenditures may exceed this limit if paid for with non-federal funds (2 CFR § 200.438).

- d. Funds for gifts and honorary dinners or other such events shall be disbursed from non-federal accounts of the Agency.

Y. 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, sexual orientation, 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.

Z. 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, residents, 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.

AA. 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

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

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.
3. Capri Pants (Business appropriate)	3. Collared shirt either polo-style or button down
4. Shoes: Business appropriate (sandals, flats ok)	4. Shoes (business appropriate)

BUSINESS CASUAL OFFICE ATTIRE	
Women-Acceptable	Men-Acceptable
5. Summer dresses (no shorter than 3 fingers high from knee), Skirts/blouses	5. Belts (Optional) but encouraged

Examples of <u>UNACCEPTABLE</u> Attire for Both Standard Office Professional and Business Casual Office Attire include but not limited to:	
Women-Unacceptable	Men-Unacceptable
1. Denim jeans <i>except</i> when authorized by Executive Director. When authorized, jeans must be in good condition, in traditional washes, and without holes, embellishments, excessive wear or stains, and still be consistent with presenting an appropriate professional image.	1. Denim jeans <i>except</i> when authorized by Executive Director. When authorized, jeans must be in good condition, in traditional washes, and without holes, embellishments, excessive wear or stains, and still be consistent with presenting an appropriate professional image.
2. Shorts, skorts, ultra-short skirts. Shorts may be acceptable for special projects or certain positions and will be subject to Executive Director approval.	2. Shorts of any type. Shorts may be acceptable for special projects or certain positions and will be subject to Executive Director approval.
3. Tank Tops, Halter Tops or Spaghetti Strap tops or Dresses unless a jacket is worn at all times while in the office. T-shirts with unacceptable logos, novelty designs, language, or pictures.	3. Tank Tops, T-shirts with unacceptable logos, novelty designs, language, or pictures.
4. Flip-flop "beach style" sandals. Athletic shoes <i>except</i> 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.	4. Athletic shoes <i>except</i> 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.
5. Athletic Attire (workout clothes, sweat-pants/sweat-shirts, leggings, jogging suits)	5. Athletic Attire (workout clothes, sweat-pants/sweat-shirts, jogging suits)

Examples of <u>UNACCEPTABLE</u> Attire for Both Standard Office Professional and Business Casual Office Attire include but not limited to:	
Women-Unacceptable	Men-Unacceptable
6. Baseball caps, sports caps or knit caps	6. Baseball caps, sports caps, or knit caps
7. Any clothing that is revealing or exposes the midriff or too much of the chest.	7. Any clothing that is revealing or exposes the midriff or too much of the chest.
8. Anything that depicts illegal activity or impacts work safety is prohibited.	8. Anything that depicts illegal activity or impacts work safety is prohibited.
9. Un-groomed hair or unusual Hair color that is distracting (i.e., bright orange, purple, blue etc.).	9. Un-groomed hair or unusual Hair or beard color that is distracting (i.e., bright orange, purple, blue etc.).
10. No buttons, jewelry, or other attire connected to a Partisan Political party/candidate	10. No buttons, jewelry, or other attire connected to a Partisan Political Party/Candidate

1. Tattoos and Piercings - The Agency recognizes that personal appearance is an important element of self-expression. All employees must exercise sound business judgement with regard to personal appearance, dress and grooming to enable them to be most effective in performance or their duties. As a result, the Agency will use the following factors to determine whether jewelry and tattoos pose a conflict with the work environment or job duties that will include, but not limited to:

- a. Personal safety of self or others, or damage to Agency property.
- b. Productivity or performance.
- c. Offensiveness to co-workers, clients, vendors or other workplace based on race, sex, sexual orientation, religion, ethnicity or other characteristics or attributes of a sensitive or legally protected nature.
- d. Business or societal norms.
- e. Customer complaints.

If the Human Resources Manager determines an employee’s jewelry or tattoos may present such a conflict, the employee will be encouraged to identify appropriate options, such as removal of excess or offensive jewelry, covering of tattoos, or reasonable means to resolve the conflict.

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.

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- 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, residents, program participants, or the public should dress in a manner suitable to the occasion.
 - d. Agency approved identification badge must be visible and worn at all times with the photo and name showing.
 - e. Cosmetics, colognes and fragrances must be kept to a minimum so as to prevent discomfort and/or allergic reactions from co-workers.
 - f. Jewelry must be conservative in nature and should not compromise health, sanitation and safety. ALL jewelry must be removed when operating any power equipment.
 - g. Standard business attire may be appropriate in meetings with the public or with members of other organizations, while business casual attire may be more appropriate in settings where Agency residents or program participants routinely wear more casual apparel.
 - h. When in doubt, employees are encouraged to confirm the dress code before meeting with outside vendors, clients, community leaders and the like, and then dress accordingly.
 - i. Uniforms: All maintenance employees (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 uniforms. The basic uniform items, consisting of shirt and trousers, are provided and issued to eligible employees by the Agency. Employees that receive uniforms shall be required to wear the proper supplied attire and safety shoes at all times while on duty during normal working hours. The Employee is responsible for the proper care and laundering of the uniform.
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 their 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.

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5. The Agency will make every effort to provide 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.

BB. 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 residents or program participants can have an impact on the workplace. Keep in mind that unwanted sexual advances and requests for sexual favors that are a condition of employment are prohibited under the Agency's Harassment/Sexual Harassment policy. If you are dating or in a physical relationship that falls within (1) through (3) above, you must immediately inform the Human Resources Manager. At the discretion of the Human Resources Manager, a Consensual Relationship Agreement may be required (see Sample Form 19). 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.

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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 Human Resources Manager.

CC. 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.
7. All employees must refrain from discussing politics or any other subject matter that displays opposing opinions in a negative manner or that disparage, demean or are inflammatory. Such potentially divisive conversations can be offensive, reduce employee morale and display lack of professionalism and disrespect of others who may hold different views.

SECTION 8: WORK INJURY, SAFETY, & SECURITY

A. Contagious and Infectious Diseases

To establish general guidelines for managing Agency employees with physician-diagnosed infections of epidemiological importance and significant exposures to contagious and infectious 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.

1. Common Infectious Diseases

The most common infectious diseases originate in bacteria and viruses. These infectious diseases can affect anyone regardless of race, economic status, age, gender, or health. The most vulnerable, who are most at risk for infection, are the elderly and people with disabilities. Types of infectious diseases and how they are transmitted:

a. Types of Transmissions

- i. Direct transmission is through mucous membranes (typically eyes, nose, and mouth), blood contact, bodily fluid contact (such as saliva, sexual exchange), or airborne transmission such as coughing or sneezing.
- ii. Indirect transmissions may come from touching a contaminated surface and then touching a mucous membrane of the face, such as rubbing eyes or scratching a nose.

b. Bloodborne pathogens

- i. Hepatitis A, B, and C; Human Immunodeficiency Virus (HIV); and acquired immunodeficiency syndrome (AIDS) are the most common bloodborne pathogens.
- ii. Bloodborne pathogens spread by direct contact with infected blood.
- iii. All blood in which the employee comes into contact should be treated as potentially infectious.
- iv. Proper Personal Protective Equipment (PPE) is mandatory in situations where blood is present.

The Agency encourages vaccinations for Hepatitis A and B for all employees or employees identified as at risk. It is at employee's discretion whether to be vaccinated for Hepatitis A and B.

c. Infectious diseases

Infectious diseases include but are not limited to Coronaviruses, MRSA, Norovirus, Rotavirus, Influenza, Measles, Mumps, Rubella, Adenovirus, Rhinovirus, Enterovirus, and E. Coli and other information from received from the Centers of Disease Control and Prevention (CDC).

The most effective way to limit the spread of these infectious diseases is through awareness of their routes of infection – the mucous membranes of the eyes, nose, and mouth via touch or airborne contaminant.

- i. Consistent and proper handwashing utilizing water and soap is the most effective way to neutralize the disease and limit infection by touch. A waterless hand sanitizer with a minimum of 60% alcohol can help neutralize the virus and limit contamination by touch. For infectious diseases transmitted via air, consider using proper face coverings. Employees are encouraged to wash hands and utilize face coverings upon interactions with all residents and wearing disposable gloves when in resident units during outbreaks of contagious and infectious diseases.
- ii. Flu vaccines are encouraged for all employees who have a risk of exposure.

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

2. Methods of Protection

The most common is the widespread and frequent use of personal protective equipment (PPE). Other methods of protection are personal hygiene and limiting the risk of exposure.

a. Personal Protective Equipment (PPE)

Personal Protective Equipment (PPE) includes masks, gloves, eye protection, disposable protective suits, shoe covers, etc.

- i. PPE designed for single use, is used ONLY once, and then is appropriately discarded into an approved refuse container.
- ii. Multiple-use PPE, such as eye protection, is used whenever needed and disinfected or replaced at the wearer's discretion.

b. Hygiene Control

Effective methods of hygiene control prevent indirect transmission of contagious and infectious diseases, including handwashing, removal of contaminated clothing or materials, and proper wound care.

- Handwashing
- Hand Sanitizer
- Eye Flushing
- Contaminated Clothing
- Wound Care
- Disinfection
- Isolation, Quarantine, and Agency Travel

The Agency shall use disinfectants that are EPA-approved (<https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>) or CDC recommended bleach solutions. Employees must wear reusable or disposable gloves for cleaning and disinfecting. (Employees should always wash their hands with soap and water after removing gloves.)

3. Guidelines

- a. Employees with signs and symptoms of a transmittable infectious and contagious disease of significant epidemiologic importance and those who have been exposed to such diseases should report promptly to their supervisor. The illness or exposure will be reported to Executive Director or his/her designee for an epidemiological investigation.
- b. 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.
- c. 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, residents, program participants and visitors are not exposed.
- d. 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 qualified medical professional, to ensure appropriate prophylaxis, testing, work restrictions, and reporting.

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- e. Due to the variety of job categories, in the event personnel or supervisors believe an exception to these guidelines exists, the Executive Director should be consulted.
 - f. 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 (See Sample form 20: Bloodborne Pathogen & Infectious Disease Exposure Report).
 - g. 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.
 - h. The Agency will adhere to all federal, state, and local mandates on social distancing and essential business closures and openings.

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, residents, 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;

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- d. Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
 - e. Any destructive device;
 - f. Any device designed as a weapon and capable of producing great bodily harm, including but not limited to, stun guns, stun batons;
 - g. An electric weapon such as a Taser gun;
 - h. Any combustible or flammable liquid, or other substance, device, or instrumentality that, in a manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm; and,
 - i. Any knife, especially those that are carried with the intention or calculation to produce death or great bodily harm. Switchblades are specifically prohibited. Exceptions are knives with a blade of no longer than 3" intended to be used by maintenance personnel for work or knives used as eating utensils and stored or maintained in office kitchens or lunchrooms do not represent a violation of this policy.

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

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

Regardless of whether an Agency employee possesses a concealed weapons license or is otherwise allowed by law to possess a weapon, all employees are prohibited from possessing, transferring, carrying, selling and storing firearms or dangerous weapons while working on Agency property or while acting within the course scope of their

employment when not on Agency property. This prohibition applies anywhere Agency business is conducted as summarized below:

- working on property owned, leased or controlled by the Agency;
- performing work for the Agency at any location owned or operated by the Agency;
- establishments and other customer or client locations;
- driving or riding as a passenger in an Agency vehicle;
- attending trade shows, conferences, or training on behalf of the Agency;
- attending Agency directed or sponsored activities or events (intended for Agency employees only and not the general public) independent of venue;
- riding any type of mass transit while on Agency business;
- working off-site on behalf of the Agency (excluding the employee's residence);
- performing emergency or on-call work for the Agency after normal business hours and on weekends;

Agency employees may possess, carry and store a firearm or dangerous weapon in their own motor vehicles if they have obtained the appropriate license as required by applicable state and federal laws. Employees who use a personal vehicle in the course and scope of their employment are required to keep the permitted firearm or dangerous weapon stored out of sight and in a secure location.

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, Human Resources Manager and/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.M. herein on its property when a violation is reported or when or reasonable suspicion is present consistent with the 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, Human Resources Manager and/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/Resident Violations

People other than employees should always be escorted through Agency offices, and not be allowed to roam at will. If strangers who do not satisfactorily identify themselves are encountered, employees should notify their supervisor immediately.

Visitor/Residents, 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/resident brings a weapon into an Agency no-carry facility a determination shall be made as to the level of risk the visitor/resident carries.

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

c. Anti-Retaliation Provision

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

d. Roles and Responsibilities

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

C. Active Shooter Emergency Response

This policy provides guidance in the event there is an individual actively shooting persons in the workplace and to comply with applicable regulations of the Occupational Safety and Health Administration (OSHA). The Agency will provide annual Active Shooter Training for employees.

An active shooter is defined as a person or persons who appear to be actively killing or attempting to kill people within or around Agency property. Active shooters in most cases

use firearm(s) and/or explosive devices and have no method for selecting their victims. Emergency contact information will be provided to employees at the time of orientation and posted in common areas.

An active shooter may be a current or former employee. Alert your immediate supervisor, Human Resources Manager or Executive Director if you believe an employee exhibits potentially violent behavior. Indicators of potentially violent behavior may include one or more of the following:

1. Indicators of Potential Violence by an Employee:

Individuals typically do not just “snap,” but display indicators of potentially violent behavior over time. If these behaviors are recognized, they can often be managed and treated. Potentially violent behaviors may include one or more of the following:

- a. Increased use of alcohol and/or illegal drugs.
- b. Unexplained increase in absenteeism; vague physical complaints.
- c. Noticeable decrease in attention to appearance and hygiene.
- d. Depression / withdrawal.
- e. Resistance and overreaction to changes in policy and procedures.
- f. Repeated violations of Agency policies.
- g. Increased severe mood swings.
- h. Noticeably unstable, emotional responses.
- i. Explosive outbursts of anger or rage without provocation.
- j. Suicidal; comments about “putting things in order”.
- k. Behavior, which is suspect of paranoia, (“everybody is against me”).
- l. Increasingly talks of problems at home.
- m. Escalation of domestic problems into the workplace; talk of severe financial problems.
- n. Talk of previous incidents of violence.
- o. Empathy with individuals committing violence.
- p. Increase in unsolicited comments about firearms, other dangerous weapons and violent crime.

Employees that perceive a possible warning sign of violence within the workplace, may report such behaviors to their immediate supervisor or Executive Director.

2. Procedures for active shooting incident:

Any employee that identifies an active shooter situation should get to a safe place immediately, then call 911 and provide the following information to police:

- a. Description of suspect(s) and possible location
- b. Number and types of weapons
- c. Suspect's direction of travel
- d. Location and condition of any victims

Calling 911 and setting the phone down so dispatch can hear will result in police being dispatched to the area.

3. Three (3) Potential Courses of Action:

- a. **Evacuate:** If there is an accessible escape path, attempt to evacuate the premises:
 - i. Have an escape route and plan in mind.
 - ii. Evacuate regardless of whether others agree to follow.
 - iii. Leave belongings behind.
 - iv. Help others escape if possible. Disabled employees may need assistance to escape or hide.
 - v. Prevent individuals from entering an area where the active shooter might be.
 - vi. Keep your hands visible.
 - vii. Follow the instructions of the police officers.
 - viii. Do not attempt to move wounded people.
 - ix. Call 911 when safe.
- b. **Hide-Out:** If evacuation is not possible, find a place to hide where the active shooter is less likely to find you:
 - i. The hiding place should:
 - 1) Be inconspicuous;
 - 2) Be out of the active shooter's view;
 - 3) Provide physical protection if shots are fired in your direction (e.g., go into a room and lock the door, stay as low to the floor as possible, and remain quiet and motionless); and
 - 4) Try not to be trapped or restrict your option for movement.
 - ii. To prevent an active shooter from entering the hiding place
 - 1) Lock the door and/or;

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- 2) Blockade the door with heavy furniture.
 - iii. If the active shooter is nearby
 - 1) Lock the door;
 - 2) Silence cell phones and/or pagers;
 - 3) Stay away from windows;
 - 4) Turn off any source of noise (i.e., televisions, radios etc.);
 - 5) Hide behind large items (i.e., cabinets, desks);
 - 6) Stay as low to the floor as possible;
 - 7) Remain quiet and motionless;
 - c. **Self-Defense:** If it is not possible to evacuate or hide, then consider self-defense:
 - i. Remain calm;
 - ii. Dial 911, if possible, to alert police to the active shooter's location;
 - iii. If you cannot speak, leave the line open and allow 911 dispatcher to listen.
 - iv. Take action against the active shooter and, only if you believe your life is in imminent danger, attempt to disrupt and/or incapacitate the active shooter.
 - v. Use whatever you can as an improvised weapon:
 - 1) Fire extinguisher
 - 2) Chairs, Tables
 - 3) Books, heavy or sharp objects

4. Law enforcement response:

When police arrive to respond to an emergency, comply with police instructions. The first responding officers will be focused on stopping the active shooter and creating a safe environment for medical assistance to be brought in to aid the injured.

- a. When police arrive at your location:
 - i. Remain calm and follow the officer's instructions.
 - ii. Put down any items in your hands (i.e., bags, jackets etc.)
 - iii. Immediately raise your hands and spread your fingers.
 - iv. Keep your hands visible at all times.
 - v. Avoid pointing, screaming and/or yelling.
 - vi. Do not stop asking officers for help or directions when evacuating, just proceed in the direction from which officers are entering the area or to an area to which they direct you.
 - vii. Notify the Executive Director and/or Agency management that you have evacuated the premises.

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- b. When police arrive, the following information should be available:
 - i. Number of shooters.
 - ii. Number of individual victims and any hostages.
 - iii. Any events that may have provoked the shooter.
 - iv. Type and number of weapons potentially in the shooter's possession.
 - v. Identity Agency staff.
 - vi. Share your Keys or Key fobs to open all doors.
 - vii. Agency floor plans if possible.
 - viii. Phone numbers to all locations.
 - ix. Access to surveillance equipment.
 - c. If employees have permission to carry a concealed handgun on Agency premises, before officers' approach, the employee should place weapons down on the ground and place hands in the air. Officers will not know who you are. Employees may be handcuffed and searched. This is for the safety of both the officers and employees.

5. Police investigation:

After police have secured the premises, Executive Director, or his/her designee will participate in the law enforcement investigation of the incident, including identifying witnesses and providing requested documents.

6. Medical assistance:

Agency staff will work with emergency responders to provide medical assistance to injured employees, including ensuring that all required medical benefits and insurance documentation are provided.

7. Notification of Relatives:

Law enforcement personnel will notify relatives of any injured patrons in a timely fashion.

8. OSHA

In the event that there is a fatality, or one (1) or more employee is hospitalized for treatment, OSHA (Occupational Safety and Health Administration) must be notified. If there is a fatality, OSHA must be notified within eight (8) hours. In the event of a hospitalization of one (1) or more employee for treatment, OSHA must be notified within twenty-four (24) hours.

In addition, if the fatality or injury is work-related, the Agency may have to record the incident on its OSHA 300 Log (Log of Work-Related Injuries and Illnesses) within seven (7) calendar days.

9. Media: Law enforcement will respond to any media requests for information. Law enforcement will carefully consider the nature of any such requests in order to avoid disclosing information about any person that is confidential and protected by Federal and state privacy and medical laws and regulations interfering with an ongoing police or Agency investigation.

D. Entering a Residential Dwelling Units

1. The Agency shall be permitted to enter a dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs or to show the unit for re-leasing if a written statement specifying the purpose of entry has been delivered to the dwelling unit at least two days (48 hours) before such notice. [24 CFR 966.4(j)]
2. In cases where the resident has requested work to be performed, the person receiving the work request shall ask the resident if maintenance has permission to enter the unit and the answer shall be recorded on the work order. The authorization to enter is valid for forty-eight (48 hours). If the requested work cannot be performed in that time frame, maintenance shall refrain from entering the unit if the resident or other adult member of the household is present until such time that the resident can be contacted to receive authorization again.
3. Except for emergency situations, two (2) or more employees must be present to perform work in cases where no adult household member is present. Both employees must sign the work order.
4. The Agency may enter the dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [24 CFR 966.4(j)]
5. If children (under the age of 18) are in the unit, but no adults are present, the Agency will not enter the unit except in the case of an emergency. In the case of an emergency, when no adult is present, two (2) employees are required to be present.
6. In all cases before entering with a pass key, the employee shall make certain the resident is not at home, first by knocking and then by calling out loudly prior to and as the door is being opened. The employee shall continue to announce themselves in a loud voice once entering the unit.

7. The employee shall place the official notice indicating that an Agency employee is working inside on the doorknob prior to entering the unit. A notice indicating that an employee has been in the unit stating the reason for entering the unit shall be left on the doorknob or other visible location inside the unit prior to the employee leaving the unit if no adult household member is present before the employee leaves the premises.
8. No article belonging to the resident shall be touched unless necessary in the course of the work. If necessary, in the course of the work, the belongings must be left in their original condition. Any debris from the work must be cleaned up and removed. If any accidental damage to the resident's property occurs, a report must be made immediately to the Human Resources Manager.
9. Disposable gloves and safety glasses must be worn when entering a residential unit as required. Disposable gloves and safety glasses are provided by the Agency at no cost to the employee.
10. Maintenance personnel are not allowed to remove shoes or to wear slip on shoe coverings as they represent a safety hazard that can cause the employee to slip and fall.

E. 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 the equipment required to protect employees from the risk of accidents.
3. Employees are prohibited from operating any equipment unless they have been trained in 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 make 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.

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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.

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.
4. All Agency employees are trained to understand the content of the Safety Data Sheets (SDS) provided for each hazardous substance and recognize possible risks to health and the potential for physical harm.
5. The Agency will maintain a list of all hazardous chemicals used on-site.
6. The Safety Designated Representative will ensure that 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 SDS for all materials.
7. Materials received at the Agency must have intact, legible labels. These labels must include the following:
 - a. The name of the hazardous substance(s) in the container;
 - b. A hazard warning; and
 - c. The name and address of the manufacturer or other responsible party.

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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 SDS and files.
 - ii. Methods and procedures that the employee may use to detect the presence or accidental release or spill of hazardous materials in the work area, including proper clean up.
 - iii. Precautions and measures employees can take to protect themselves from hazardous materials.
 - e. After each training session, the trainer will certify a roster of all participants. Included with the roster will be a list of all hazardous material included in the training.
 9. The following information will be available in the procurement office for local health and jurisdictional authorities, if requested or required:
 - a. A list of all hazardous materials used on Agency sites.
 - b. The location of stored hazardous materials of 55 gallons (500 pounds) or more, and special procedures for spill control and/or clean-up for specific hazardous substances if necessary.
 - c. Unusual health and environmental hazards (both air and water) that may result from the release of specific quantities of hazardous substances.

G. Key Control

Employees assigned keys to the building and/or equipment are responsible and accountable for their keys and shall not transfer or loan their keys to another individual. The keys should never be left in an unsecured manner. Should any key become lost or stolen, the employee must immediately notify the Executive Director. Unauthorized fabrication, duplication,

possession, or use of keys to Agency facilities is a violation of this policy and employees found in violation of this policy may be subject to disciplinary action up to and including termination of employment. Non-employees, contractors, etc. found in possession of unauthorized Agency keys will have their keys confiscated and the individual or individuals will be removed from Agency property.

H. Use of Vehicles

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

1. All employees who operate an Agency or personal vehicle for Agency business must meet the following minimum qualifications:
 - a. Be at least twenty-one (21) years of age;
 - b. Have no major violations in the past three (3) years; and
 - c. Have no alcohol- or drug-related violations in the last seven (7) years.
2. All prospective employees whose job will involve driving on Agency business (either in a personal auto or a vehicle owned by the Agency) may be investigated per a Motor Vehicle Report (MVR). All current employees may also be investigated on an annual basis per MVR.

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

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

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

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

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

- a. Three (3) or more moving violations in one (1) year.
 - b. Three (3) or more chargeable accidents within one (1) year. Chargeable means that the driver is determined to be the primary cause of the accident through speeding, inattention, etc. Contributing factors, such as weather or mechanical problems, will be taken into consideration.
 - c. Any combination of accidents and/or moving violations.
4. Employees must report citations to 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 guilt 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 (See Section 2.L. Drug-Free and Alcohol Workplace).
 - b. Implied consent (failure to submit to substance abuse screening).
 - c. Negligent homicide, vehicular manslaughter, or gross negligence that causes death.
 - d. Operating a motor vehicle while driver's license is expired, 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).

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- j. Hit and run, failure to report collision.
 - k. Reckless driving.
 - l. Traffic Accident (at fault or not).
 - m. Seat belt or stop sign/signal violation (*Agency Vehicles only*).
5. An employee must be able to efficiently and effectively perform his/her duties with or without reasonable accommodation. To the extent the employee must operate a motor vehicle to carry out those duties, the employee must do so in a safe and prudent fashion.
 6. Driving under the influence of alcoholic beverages or any substance altering the ability to drive is prohibited.
 7. When using a private vehicle for Agency purposes, the employee must have a current driver's license, a current inspection report, a current registration sticker and vehicle liability insurance in the minimum amounts required by state law. Otherwise, the vehicle is not authorized for Agency use.
 8. All employees who use an Agency vehicle must be insurable under the Agency's fleet automobile coverage policy.
 9. Insurance information should be located in the vehicle at all times.
 10. The driver of the vehicle is responsible for observing all applicable motor vehicle laws and regulations and ensuring safety compliance by passenger(s), such as use of properly secured safety belts, approved child safety restraints, etc.
 11. All employees must refrain from using cell phones, other electronic devices or participating in any activity that may distract them from safely operating a motor vehicle. Using cell phones or other electronic devices while driving leads to increased risk of accident and liability to the Agency and the employee. Obey all traffic rules and regulations.
 12. Employees shall not pick up or transport hitchhikers or strangers.
 13. Employees shall drive defensively and anticipate driving hazards such as weather and other drivers.
 14. Employees will drive courteously at all times.
 15. Agency vehicles are not to be used for personal or private business.
 16. Agency vehicles are **not** taken home (including while on on-call schedule). Any exception needs to be approved in advance by the Executive Director.

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17. 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 Human Resources Manager by the affected employee. The employee is solely responsible for all fines, or penalties, and/or legal costs imposed by the courts due to his/her traffic offense or arrests.
 18. 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.
 19. 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.
 20. From time-to-time residents of the Agency developments may be permitted to travel in Agency vehicles. Authorization is at the discretion of the Human Resources Manager and must be determined to be in the furtherance of Agency programs (e.g., resident initiatives).
 21. All Agency vehicles shall be kept clean. Each vehicle must be maintained in safe condition, be inspected on a regular basis as outlined in the Agency's maintenance plan, and have regular preventive maintenance such as oil changes, and brake checks (Reference the Agency Maintenance plan and Maintenance Procedures).
 22. No tobacco use is permitted in Agency vehicles (See Section 2.K. Smoke/Tobacco-Free Workplace).
 23. The use of radar detectors is not permitted.
 24. Towing other vehicles is not permitted.
 25. 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 the circumstances of the incident.

I. Use of Personal Vehicles for Business Purposes

1. Employees will be required to read and sign the "Employee Use of Personal Vehicle Agreement" and "Agency Issued Credit Cards, Fuel Cards, and Vendor Account Cards Agreement" must be approved by the Executive Director before being permitted to drive a personal

vehicle on behalf of the Agency. Proof of ownership of the vehicle is required as an attachment to the "Employee Use of Personal Vehicle Agreement" (Sample Form 8 in the Appendices). Vehicles that are borrowed or that do not belong to the employee are prohibited for authorization. Each employee has the responsibility to practice courteous and safe driving for themselves, the Agency, and our clients. Both the roadworthy condition of the vehicle and the conduct of the employee have a direct impact on the professional image of the Agency and the safety of the employee and passengers.

2. All employees who operate a personal vehicle for Agency business must meet the following minimum requirements:
 - a. Be at least twenty-one (21) years of age.
 - b. Have a current registration, and valid driver's license issued by the state in which the employee resides; If employee's license is out of state, the employee may be required to present a proof of a valid Texas Driver's License within thirty (30) days otherwise the vehicle is not authorized for Agency use.
 - c. Employee/vehicle must provide primary full coverage insurance with minimum required by the State of Texas and list the Agency as a co-insured on the policy.
 - d. The Agency is not responsible for any physical damage to an employee's vehicle.
 - e. The employee bears the expense of any personal auto policy deductibles.
3. The Agency will pay the current Federal IRS Standard Mileage rate for reported business use to the employee each pay period for the use of the employee's personal vehicle.
4. Employees must provide adequate documentation (i.e., mileage logs, receipts etc.) to substantiate the expense and must submit requests for reimbursement each pay period.
5. Supervisors are responsible for validating all expenses and ensure they are appropriately documented, submitted and accounted for in a timely manner.
6. Employees must remove non-business-related expenses before submitting a reimbursement request, when they have combined personal and business travel. (i.e., personal commute to and from work from home, personal errands during work hours etc.)
7. The employee will not allow any other person to be a passenger in the personal vehicle while it is being used on behalf of the Agency unless such person is another employee or other authorized person.

8. The employee will not allow any other person to operate his/her vehicle while it is being used on behalf of the Agency unless that other person is another employee and is at least 21 years of age and possesses a valid driver's license.
9. The employee will not operate the vehicle nor allow it to be operated by someone else while under the influence of alcohol or drugs.
10. The driver(s) of the vehicle is responsible for observing all applicable motor vehicle laws and regulations and ensuring safety compliance by passenger(s), such as use of properly secured safety belts, approved child safety restraints, etc.
11. Agency employees are required to maintain a liability insurance policy covering their personally owned automobile that may be used during the course of employment. The Agency has determined that the appropriate lowest limits of liability insurance would be \$25,000 per person and \$50,000 per accident in order to use a personal vehicle for Agency use.

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

J. **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 damage caused to Agency vehicles.

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

1. Should an accident occur:
 - a. Check everyone involved for injuries. If any passengers are unconscious or request medical help, call 911, or have a passerby do so.
 - b. If your vehicle can be driven, move out of traffic to safety.
 - c. Call the police or ask a passerby to make the call for you. Also notify the Human Resources Manager as soon as possible.

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- d. Exchange information. Give the other driver(s) your name, insurance information, and your driver's license number. Get the same information from the other driver(s), including address and telephone number.
 - e. DO NOT MAKE ANY STATEMENT, ORAL OR WRITTEN except to law enforcement officers and representatives of the Agency after at least one representative of the Agency arrives onsite as instructed by the Executive Director or his/her designee.
 - f. Get the names, addresses, and telephone numbers of anyone who might have witnessed the accident.
 - g. Fill out an Agency Accident Report Form. Photographs should be taken of the damaged vehicle for claim purposes, as soon as possible.
 - h. Drivers may be required to take a substance abuse screening as soon as possible after an accident. Failure to submit to such testing may result in suspension or termination.

K. Safety

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

1. 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, residents, 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 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 Human Resources Manager will initiate suspensions or dismissals, based upon recommendation from the Department Head.

L. Return to Work (RTW) Program

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

1. Definitions

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

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

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

2. Responsibilities

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

3. Eligibility

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

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

4. Process

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

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

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

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

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

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

5. Compensation

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

6. Offer of Modified Duties Position

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

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

7. Refusal of Modified Duties Offer

If an employee is on modified duty and does not show up for work, the Agency has a legal right to withdraw the offer and the worker's compensation benefits may be modified or terminated. An employee may choose to accept or refuse the Return to Work (Modified Duty) job offer. However, an employee who refuses a Modified Duty job offer while collecting worker's compensation payments for a work-related illness or injury, part or all of the worker's comp payments may be withheld. However, the Agency may not dismiss the employee from the job if they have not exhausted unpaid leave eligibility under FMLA.

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

8. Duration of Modified Duty

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

9. End of Modified Duty

An employee who is unable to return to his/her regularly assigned duties at the end of the Modified Duty agreement and remains with temporary restrictions which will prevent him/her from returning to their preinjury positions, will begin to receive temporary total disability benefits through the workers compensation program. (If the restrictions are

permanent and will not allow the employee to return to his/her preinjury position, then they can request a leave of absence or the Executive Director or his/her designee may address termination).

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

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

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

M. APPENDICES SECTION:

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

APPENDIX A: Voluntary Leave Donation Program & Forms

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

A. Eligibility

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

Further eligibility requirements are as follows:

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

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

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

B. Qualifying event

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

Leave Sharing Facts Related to Pregnancy and Childbirth

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

C. Service Accruals and Other Benefits

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

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

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

D. Procedures

Requesting Employee:

Any eligible employee may request a donation of hours by completing the **Request to Receive Donated Leave** form (see Sample Form 2 in Appendices). If such an employee is not capable of making an application on their own behalf, a personal representative may make a written application for the employee. Consent shall be obtained from the employee before the request is made on behalf of that employee or, in situations where this is not possible, the recipient's guardian. This form is obtained by contacting the Human Resources Manager.

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

determinations made by the Human Resources Manager regarding qualification for donated leave are final.

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

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

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

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

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

Donating Employee:

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

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

E. Agency Responsibility

Requests:

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

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

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

The request is filed in the employee's FMLA file with the final decision and all supporting documentation.

Donations:

The Human Resources Manager will generate the **Request for Donation of Leave** notice to be posted.

F. Department Responsibility

Due to the emotional atmosphere and high sensitivity surrounding these employee health conditions and issues, it is extremely important to respect each employee's decision to donate or not donate. It is not acceptable or appropriate to pressure, intimidate otherwise attempt to convince any employee to act in a donation issue that is not of the employee's own volition. Each department will be responsible for making sure that all requests get posted and/or distributed for all employees to see. Additionally, each department will have **Request to Donate Leave Forms** available for those employees who wish to donate to the recipient. All such forms offering to donate leave shall immediately be submitted to the Human Resources Manager.

G. Payroll Responsibility

Payroll reduces the donor's annual, sick, and/or personal holiday balances according to the approved request forms submitted by the Department. Payroll will notify the donor of the transfer of leave. Payroll shall retain the Donation Request from each employee for an audit trial. Upon notification of the donation of hours, Payroll will credit the receiving employee's record with the authorized hours. The hours shall be credited as sick leave. A copy of the approved leave report shall be retained in the Payroll Department.

SAMPLE FORM 1: Request to Donate Leave Form

REQUEST TO DONATE LEAVE FORM

Under the Voluntary Leave Transfer Program

I wish to donate leave hours as indicated below to the leave account of an approved leave recipient. As of the date indicated below, I have enough leave in my account to cover this amount. I understand that I cannot reclaim these donated leave hours after they have been processed to the recipient.

Donor's Name: _____

Donor's Title: _____

Department of Donor: _____

Which Type of Leave and Number of Hours Donating:

Annual Leave Number of Leave Hours Donated: _____

Sick Leave Number of Leave Hours Donated: _____

Recipient's Name: _____

Recipient's Title/Position With

The Agency: _____

Department of Recipient's: _____

Donor's Signature

Date

FOR AUTHORIZED AGENCY REPRESENTATIVE USE ONLY:

Approved

Disapproved

Authorized Agency Representative

Date

SAMPLE FORM 2: Request to Receive Donated Leave

REQUEST TO RECEIVE DONATE LEAVE FORM

THIS FORM MUST BE ATTACHED TO THE FAMILY & MEDICAL LEAVE APPLICATION FORM

TO BE COMPLETED BY APPLICANT OR PERSONAL REPRESENTATIVE	
Name (Last, First, MI.)	Employee Number (if applicable):
Department:	Work Phone:
Employee Status: Full-Time <input type="checkbox"/> Part-time <input type="checkbox"/> Number of Hours Per Week: _____	
Leave Balances at End of Last Pay Period:	Number of Hours of Leave without Pay Anticipated For
This Medical Event	_____
Sick _____	
Annual _____	
Optional: Brief summary of any information to be released in general Agency announcement:	

SIGNATURE OF RECEIVING EMPLOYEE

Signature:	Date:
FOR AUTHORIZED AGENCY REPRESENTATIVE USE ONLY	
Maximum Hours Eligible for Transfer:	Approved: <input type="checkbox"/> YES <input type="checkbox"/> NO
Name (Please Print):	
Signature:	Date:

APPENDIX B: Return to Work (RTW) Program - Task Bank

One of the best methods for reducing workers' compensation costs is having a Return-To-Work (RTW) program in place. Return-to-work or "transitional duty" is designed to return the injured employee to the workplace as soon as it is medically reasonable to do so. This reduces the amount of time an employee is out from work and, as a result, workers' compensation costs are reduced as well. Obviously, RTW is not for everyone as some injuries may preclude an employee's return to *any* active work. RTW is intended to be temporary in nature; that is, it is generally for the length of time an employee is out on temporary disability.

The most common reason given by employers for not implementing an effective Return-To-Work program is not having any "light duty" jobs available. The key to solving this dilemma is to think in terms of *productive tasks* as opposed to complete *jobs*. Survey each department in your entity for tasks that they would like to have accomplished but have not been able to do due to time limitations, inadequate staffing, cost constraints, etc. List these tasks in the worksheet below, providing enough information so that the tasks may be matched against an injured employee's medical restrictions.

Ideally, you want to place the RTW employee in his/her department; however, this is not always possible. In those situations, a better match may exist in another department. Bottom line – the employee is doing productive work, needed tasks are being accomplished, and compensation costs are being reduced.

Description	list the assignment and provide a brief description.
Type	indicate whether an existing job, a task, special assignment, project, etc.
Duration	estimated length of time the assignment will last (ex. 3 hrs./day; 5 days/week for 4 weeks).
Location	the department or shift during which the work will be performed.
Remarks	indicate the type of restriction this task might accommodate or similar information (ex. "can be performed while sitting" or "can be accomplished using one hand").

SAMPLE FORM 3: Physician’s Letter for Certification of Injury/Illness

{AGENCY LETTERHEAD}

DATE

Doctor’s
Name
Address

Subject: The Housing Authority of the City of Laredo Return to Work (RTW) Program Employee: (Employee’s Name)

Dear Dr _____:

Our Agency has implemented a Return to Work (RTW) Program designed to return any employee injured on the job to medically appropriate work as soon as possible. We are committed to returning injured employees to work within their capabilities.

Attached is a job description for the regular job of the injured employee. This job may be modified, if possible, to meet medical restrictions that may be assigned. If the employee’s regular job cannot be modified to allow a return within the assigned restrictions, we will attempt to find an appropriate alternative work assignment.

Also attached is a Physician’s Report of Injury/Illness form, please complete the form and provide a copy to the injured employee. Since we do have an RTW program, we request that you please provide specific restrictions to allow us to evaluate a possible return to work for the employee. We will ensure that any assignment meets all medical requirements.

If additional information is needed concerning a possible work assignment or our RTW program, please contact (Agency contact name and number).

Thank you for your participation in our efforts to return our employees to a safe and productive workplace.

Sincerely,

(Name of Agency representative), (Title)

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SAMPLE FORM 4: Physician's Report of Injury/Illness Form

PHYSICIAN'S REPORT OF INJURY/ILLNESS

TO BE COMPLETED BY AGENCY (Employer):					
Employee Name: _____			DOB: _____		
Soc. Sec.#: _____		<input type="checkbox"/> Male <input type="checkbox"/> Female			
Agency Contact: _____			Title: _____		
Telephone: _____		FAX: _____		Email: _____	
TO BE COMPLETED BY EMPLOYEE:					
I will return this form promptly to my employer. I authorize my attending physician to release any and all information acquired in the course of examination to my employer.					
Employee Signature: _____					
TO BE COMPLETED BY PHYSICIAN:					
Diagnosis: _____					
Treatment: _____					
Able to return to limited work activities from _____ to _____					
Unable to return to work from _____ to _____					
LIMITATIONS:	None:	Rarely	Occasionally	Frequent	Constant
	0%	(1-5%)	(6-33%)	(34-66%)	(67-100%)
<input type="checkbox"/> Sitting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Standing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Walking/Running	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Driving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Climbing/Ladders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Squatting/Kneeling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Overhead Reaching	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Grasping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Pushing/Pulling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Twisting/Bending	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Lifting/Carrying	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1-10 lbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11-25 lbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25-30 lbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
50+ lbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other					
<input type="checkbox"/> Check this box if no restrictions & able to return to full work activities.					
<input type="checkbox"/> Patient is discharged from care.					
<input type="checkbox"/> At maximum medical improvement					
Physicians Comments: _____					
Examining Physicians Signature _____ Date: _____					

SAMPLE FORM 5: Acknowledgement and Agreement of Transitional Employment Offer

A transitional job assignment/modified duty position is being offered to me by Housing Authority of the City of Laredo.

I further understand that this job is a temporary job not to exceed a ninety (90) day period, that my job performance and need for modified duty will be evaluated on a continuing basis. I understand that I will be required to follow all dress codes and rules of the department to which I am assigned. The assigned department head will assign working hours and workdays. If released to regular duty status by a treating physician before ninety (90) days, it is my understanding that I will return to my regular job duties.

As a part of this Acknowledgment and Agreement, I understand and expressly agree that I will not exceed any medical restrictions imposed by my treating physician. I further agree that these restrictions may be made known to my assigned department head and other employees of the assigned department as necessary with such necessity to be solely determined by my assigned department head.

I agree that the job description or identified task for the modified duty assignment herein is attached hereto and that my starting date is ___/___/___.

Employee Signature

___/___/___
Date

Witness

___/___/___
Date

SAMPLE FORM 6: Electronic Communication Employee Acknowledgment Form

I acknowledge that all electronic communication systems and all information transmitted by, received from or stored in these systems are property of the Housing Authority of the City of Laredo. I also understand that these systems are to be used solely for job-related purposes and not for personal purposes, and that I have no expectation of privacy in connection with the use of this equipment or with the transmission, receipt or storage of information in this equipment.

I agree not to use any Agency equipment to solicit for business ventures, personal parties, social meetings, political or religious causes or other matters not connected to the Agency's business.

I agree not to use code, access a file or retrieve any stored communication unless authorized. I acknowledge and consent to the Agency monitoring my use of this equipment at any time at its discretion. Such monitoring may include printing and reading all email entering, leaving or stored in these systems, and listening to my voice-mail messages in the ordinary course of business.

I agree to follow all of the rules in the Agency policies concerning electronic communications systems and understand that I may be disciplined, up to and including discharge, for violations.

Employee Name (Print please)

Employee's Signature

____/____/____
Date

Authorized Agency Representative

____/____/____
Date

SAMPLE FORM 7: HIPAA Employee Confidentiality Agreement

I understand that as an employee of the Housing Authority of the City of Laredo (herein referred to as Agency), the use and disclosure of patient information is governed by the rules and regulations established under HIPAA, the Health Insurance Portability and Accountability Act of 1996. I acknowledge that during the course of performing my assigned duties at the Agency I may have access to, use, or disclose confidential health information. I hereby agree to handle such information in a confidential manner at all times during and after my employment and commit to the following obligations:

1. I will use and disclose confidential health information only in connection with and for the purpose of performing my assigned duties.
2. I will request, obtain or communicate confidential health information only as necessary to perform my assigned duties and shall refrain from requesting, obtaining or communicating more confidential health information than is necessary to accomplish my assigned duties.
3. I will take reasonable care to secure confidential health information on my computer and will take steps to ensure that others cannot view or access such information. When I am away from my workstation or when my tasks are completed, I will log off my computer or use a password-protected screensaver in order to prevent access by unauthorized users.
4. I will refrain from using portable storage devices such as jump or flash drives, CDs, DVDs, Zip drives unless specifically authorized in writing by the Executive Director.
5. I will not email any individually identifiable patient information outside of the Agency network.
6. I will not disclose my personal password(s) to anyone without the express written permission of my supervisor, or record or post it in an accessible location and will refrain from performing any tasks using another's password.
7. I will use and disclose confidential health information solely in accordance with all state and federal laws and the Agency's policies set forth above or elsewhere. I also agree to familiarize myself with any periodic updates or changes to such policies in a timely manner.
8. I will immediately report any unauthorized use or disclosure of confidential health information that I become aware of to the appropriate supervisor.
9. All patient data, email, and other data gathered or used during my employment is the sole property of the Agency.

I also understand and agree that my failure to fulfill any of the obligations set forth in this Agreement and/or my violation of any terms of this Agreement shall result in my being subject to appropriate disciplinary action and/or Termination.

Employee's Signature

____/____/____
Date

Authorized Agency Representative Signature

____/____/____
Date

SAMPLE FORM 8: Employee’s Use of Personal Vehicle for Agency Business

Driver authorization is necessary if an employee’s written job description requires the employee to use his/her personal vehicle to conduct Agency business. Authorization is to be updated annually or when there is a change to the driver’s license class, driving restrictions, or state of issuance.

Employee Driver’s Name _____ Driver’s License Number _____
 Work Phone _____ License Issuing State _____
 Work Email _____ Class License _____
 License Expiration Date ____/____/____

Required Agency Driver Training Course Completion Date (MM/DD/YY): _____

Employee ID _____ Job Title: _____ Department _____

Provide reason why employee is required to use a personal vehicle (as found in his/her written job requirement): _____

EMPLOYEE ACKNOWLEDGEMENT for USE of PERSONAL VEHICLE for AGENCY BUSINESS

This is to certify that if authorized to drive my personal vehicle on Agency business, I will maintain at least the minimum vehicle full coverage required by state law. Further, I acknowledge I will follow the Agency’s vehicle use and accident reporting requirements; and I agree to notify my direct supervisor should any of the following change on my license: state of issuance, license class, or driving restrictions. I authorize the Agency to obtain my Official Driving Record (ODR) as necessary to verify that my driving license and driving record meets the Agency’s standards for drivers.

Employee’s Printed Name: _____

Employee Signature _____ Date ____/____/____

AGENCY AUTHORIZATION:

By signing this form, the Agency verifies that the above employee is approved by the Executive Director to drive their Personal Vehicle on behalf of Agency business. The Agency also verifies that the employee has been made aware of the vehicle use guidelines and accident reporting requirements (See Personnel Policy Section 8.J.) and the employee’s official driving record has been verified.

Authorized Agency Representative’s Signature

____/____/____
Date

SAMPLE FORM 9: Code of Ethics and Professional Conduct Agreement

The employees of the Housing Authority of the City of Laredo (herein referred to as Agency) hold their respective positions with the Agency as a public trust for the benefit of the people it serves. Honesty, integrity, and a spirit of public service are the basis of that trust. Accordingly, in all matters related to the Agency, its employees are to conduct themselves in a manner that places service to the clients, residents, program participants, vendors, and community, above their own personal interests. Where the potential for such conflict exists, employees should identify such situations, disclose the potential conflict to the appropriate person or persons, and take whatever steps may be warranted by the situation.

1. Employees shall comply with federal and state laws which govern the conduct of public officers. To the extent any provisions in these standards of conduct conflicts or are inconsistent with a provision of 2CFR Part 200 and State Statutes.
2. Employees shall adhere to all laws providing equal opportunity to all clients, residents, program participants, vendors, and community who do business with the Agency. Employees shall not engage in any form of harassment or discrimination, including harassment or discrimination on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, age or disability either at the workplace or in any context dealing with Agency business, and/or the business of its instrumentalities and/or affiliates.
3. Employees shall conduct Agency business in a manner which inspires public confidence and trust.
4. Employees shall act impartially and shall neither dispense, nor accept special favors or privileges that improperly influence or may improperly influence the performance of their official duties.
5. Employees shall not improperly disclose confidential information gained by reason of their public position.
6. Employees shall not knowingly engage in business with the Agency, its instrumentalities and/or affiliates, hold financial interests, or engage in outside employment when such actions are inconsistent with the diligent performance of their official duties.
7. Employees shall not attempt to improperly influence Agency decisions in matters relating to prospective employees with whom employment has been accepted or is being negotiated.
8. Employees shall not knowingly invest in businesses that transact business with the Agency unless they fully disclose the nature of their investment.
9. Employees shall always attempt to exhibit honesty, integrity and professionalism while conducting business on behalf of the Agency. In order to aide Commissioners of the Agency

and Directors in fulfilling their fiduciary duties, all employees of the Agency shall attempt to provide Commissioners of the Agency and Directors with true, accurate and documented information concerning Agency matters.

10. Employees shall not solicit, accept or retain any personal benefit, gift, favor, service, loan, fee, bribe, kickback or other compensation (collectively, "consideration") in exchange services provided by the Agency. Employees may accept gifts of unsolicited items of de minimis market value or gifts that, from a reasonable person's standard, are clearly motivated by a family relationship or personal friendship between the giver and receiver, even if the giver has a business relationship with the Agency.
11. Employees who run for elective office may accept campaign contributions that are lawfully made, recorded and disclosed pursuant to applicable federal and state laws.
12. Employees shall file all financial disclosure statements required by law with the appropriate agencies who record such disclosures.
13. Employees shall strive to avoid situations creating the appearance that they are violating any of the standards of conduct set forth in this document.
14. Employees who are unsure whether taking action or refraining from action would violate any of the standards set forth in this document should seek guidance from appropriate sources.
15. For noncompetitive matters pending before the Agency, interested parties may have contact with the employees, if necessary, without having to adhere to any formal Agency disclosure process. The Agency hopes that such parties will be cognizant and respectful of the limited resources, including time, available to the employees of the Agency.
16. For any matter pending before the Agency, competitive or noncompetitive, employees may contact anyone, including interested parties or agents of interested parties, in the course of investigating the matter for the purpose of making a recommendation to the Agency. However, if an interested party has submitted a proposal, application, bid or response to a solicitation, request, notice or invitation to do so, for a competitive matter pending before the Agency, and that party desires to communicate with an employee for the purpose of lobbying for the interested party's proposal, application, bid or response, the interested party or anyone acting at their direction or on their behalf may do so only by complying with the Agency's Code of Ethics.
17. Any employee shall report violations of this Code of Ethics to his/her supervisor, or to the Executive Director or his/her designee.
18. There will be no retaliation against any employee who makes a good faith complaint concerning violations of this Code of Ethics, regardless of whether it is ultimately determined that such a violation has in fact occurred. Nor will there be any retaliation against any

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employee who provides information in the course of an investigation into alleged violations of this Code of Ethics.

- 19. All supervisory personnel at the Agency have a responsibility to be sensitive to and deal with violations of this Code of Ethics. This responsibility includes monitoring all relevant work activities and contacting a higher-level supervisor or the Executive Director or his/her designee, if it is reasonably believed that a violation of this Code of Ethics has occurred. Any such report shall be investigated regardless of whether a formal complaint has been made.
- 20. Any employee determined to have committed a violation of this Code of Conduct shall be subject to disciplinary action, up to and including termination pursuant to the Agency Personnel Policy.

Employee Signature

Print Name

___/___/___
Date

SAMPLE FORM: 10 Drug & Alcohol-Free Workplace Policy Acknowledgment

I, _____(print name) hereby acknowledge that I have received and read a copy of the Housing Authority of the City of Laredo’s (herein referred to as Agency) Drug and Alcohol-Free Workplace Policy (“Policy”).

I understand it is the policy of the Agency that the unlawful manufacture, distribution, dispensation, possession, use of a controlled substance, or the abuse of alcohol by employees is prohibited in the workplace, on Agency time, on Agency property, or in other circumstances which might adversely affect the Agency. Violations of the policy will result in disciplinary action up to and including dismissal.

In conjunction with my receiving a copy of the Agency’s Drug and Alcohol-Free Workplace Policy, I further acknowledge, and agree to, the following:

1. I have read the Policy and have had the opportunity to ask questions about the Policy and the consequences for violating any terms of the Policy.
2. I understand that my compliance with all terms of the Policy is a condition of my employment with the Agency, and I agree to abide by all terms of the Policy.
3. I agree to notify the Executive Director or his/her designee of any criminal drug or alcohol statute violations within the same work period of receiving the citation. I also agree to notify the Executive Director or his/her designee of any criminal drug or alcohol statute conviction not later than five (5) calendar days after the conviction.
4. I agree to drug testing as required under circumstances that may include post-accident, return to duty, follow-up, and reasonable suspicion.
5. I authorize the lab and/or Medical Review Officer, or designee retained by the Agency to release test result information to the Agency.

Employee’s Signature

____/____/____
Date

SAMPLE FORM 11: Remote Work Agreement

Remote working is a voluntary agreement between the Executive Director and the employee to work remotely from home or other designated location. This agreement begins on _____ and continues until _____ and must be renewed. It can be discontinued at any time by either party with a _____ days' notice and without adverse repercussions. If a Shelter in Place Order is issued by federal, state or local authorities this agreement may be extended per the discretion of the Executive Director.

1. The employee will work remotely to the following alternative worksite _____ (Home or other location).
2. In office days will be _____. Home office days will be _____. The remote worker agrees to be available during the assigned business hours of _____ to _____ for communication through such methods as dedicated phone line, voice mail, modem, fax, text, etc., and agrees to respond within _____ minutes/hours. Employee initiated schedule changes must be with advanced approval by the Executive Director.
3. The duties, obligations, responsibilities and conditions of the remote worker's employment with the Agency remain unchanged. The employee's salary, retirement, annual leave benefits, and insurance coverage shall remain the same.
4. Work hours, overtime compensation, and the use of annual leave will conform to Agency policies and procedures, departmental guidelines and to the terms otherwise agreed upon by the employee and the supervisor.
5. The remote worker agrees to maintain a safe and ergonomically sound work environment, to report work-related injuries to the supervisor at the earliest opportunity, and to hold the Agency harmless for injury to others at the remote location. The employee agrees to allow an authorized Agency representative to inspect the home office as needed.
6. The remote worker agrees to provide a secure location for Agency-owned equipment and materials, and will not use, or allow others to use, such equipment for purposes other than Agency business. All equipment, records, and materials provided by the Agency shall remain Agency property. The remote worker agrees to allow the Executive Director or his/her designee reasonable access to its equipment and materials.
7. The remote worker agrees to return Agency equipment, records, and materials within five (5) days of termination of this agreement. All Agency equipment will be returned by the employee for inspection, repair, replacement, or repossession with five (5) days written notice.

-
8. The Agency may pay for the following expenses:
 - Charges for business-related telephone calls;
 - Maintenance and repairs to Agency owned equipment. and,
 - Employees will submit claims on an Expense Report along with receipt, bill or other verification of the expense.
 9. The Agency will not pay for the following expenses:
 - Maintenance or repairs of privately-owned equipment;
 - Utility costs associated with the use of the computer or occupation of the home or other location;
 - Equipment supplies;
 - Travel expenses (other than authorized transit subsidies) associated with commuting to the central office.
 10. The remote worker agrees to seek advanced approval by the supervisor to use annual, or other leave credits. Overtime to be worked must be approved in advance by the supervisor.
 11. The remote worker will implement the steps for good information system security in the home-office setting and will check with their supervisor when security matters may be compromised. The remote worker has a copy of the Agency's security requirements and procedures.
 12. Management retains the right to modify the agreement on a temporary basis as a result of business necessity (for example, the employee may be required to come to the office on a particular day), or as a result of an employee request supported by the supervisor.

I have read this Remote Worker Agreement and agree to its terms.

Remote Worker's Signature

___/___/___
Date

Supervisor's Signature

___/___/___
Date

Executive Director's Signature

___/___/___
Date

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SAMPLE FORM 12: Authorization for Release of Information Protected by State/Federal Law

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

- | | | |
|--|--|--|
| <input type="checkbox"/> Substance Abuse
(alcohol/drug abuse) | <input type="checkbox"/> Mental Health
(includes psychological testing) | <input type="checkbox"/> HIV Related Information
(AIDS related testing) |
|--|--|--|

Signature of Employee or Legal Representative

____/____/____
Date

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

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SAMPLE FORM 13: Authorization for Release of Personnel Records

I, _____ (*employee name*), hereby authorize the Housing Authority of the City of Laredo.

To release my personal records, as specified below, to:

Name: _____ Title: _____

Organization: _____

I authorize the release of the following Personnel file information:

- Employment Application
- Payroll / Salary records
- Letters of Commendation/Discipline
- Performance evaluations
- Annual Leave use records
- All Records in the departmental personnel file
- Other (Specify) _____

This Authorization shall be valid for a period of one (1) year from the date of signature.

Signature of Employee

____/____/____
Date of Signature

Note: The Authorization for the Release of Personnel Records shall be presented to Human Resources Manager, and such releases shall become a part of the employee file.

SAMPLE FORM 14: Request for Tuition Assistance

Date: ___/___/___

Employee Name: _____ Title: _____

Department: _____

Course Name (s): _____

Course Dates: ___/___/___ to ___/___/___

Degree Sought: _____
(if applicable)

If degree program, estimated time period for completion: _____

Name of Institution: _____

Address of Institution: _____

Course(s) Expenses:

Tuition: _____

Registration: _____

Fees: _____

Total: _____

Development Objective (what long-term goal is this program/course(s) intended to help you reach):

value of Degree Program/Course(s) to the Housing Authority of the City of Laredo:

If seeking a degree program, please attach a brief outline of the courses included in the program from the college catalog or program brochure (necessary for initial request only). I understand that if this request is approved, reimbursement will be contingent upon successful completion (a grade of **B** or better for graduate courses; a grade of **C** or better for undergraduate courses) of each course and submission of all receipts and paid bills within sixty days thereafter. I further understand that failure to successfully complete any course(s) will result in monies owed to Housing Authority of the City of Laredo.

Employee Signature

___/___/___
Date

SAMPLE FORM 15: Tuition Assistance Authorization Form

The request for Tuition Assistance is:

Approved Disapproved Disapproved at this time.

Reason (if disapproved):

Executive Director Signature

____/____/____
Date

ADVANCEMENT
(To be made when classes begin)

Date: ____/____/____

Advance in the amount of \$_____ is approved.

Expense should be changed to _____.

REIMBURSEMENT
(To be made after successful completion of course(s)
B for graduate, C for undergraduate)

Date: ____/____/____

To: Accounting Department

Reimbursement in the amount of \$_____ is approved.

Expenses should be charged to _____.

SAMPLE FORM 19: Consensual Relationship Agreement

1. Equal Employment Opportunity Workplace. The undersigned recognize and agree that it is Housing Authority of the City of Laredo's (herein referred to as Agency) policy to provide an equal opportunity in hiring, employment, promotion, compensation, and all other employment-related decisions without regard to race, color, religion, creed, national origin or ancestry, sex, sexual orientation, age, being a qualified person with a physical or mental disability, veteran status, genetic information, or any other basis set forth in the applicable federal, state and local laws or regulations relating to discrimination in employment. The undersigned understand that the Agency does not tolerate unwelcome or offensive conduct or conduct that creates a hostile work environment that is in any way based on or related to a person having any of the characteristics described above.
2. The undersigned agree that they have received the Personnel Policy along with the Ethics, Code of Conduct, Conflict of Interest and Nepotism Policies. The undersigned agrees that they have read and understand Agency's Harassment & Sexual Harassment Policy (See Section 2.E.) and agree to adhere to all of its terms.
3. All Forms of Sexual Harassment Prohibited. The undersigned also recognize and agree that the Agency does not tolerate sexual harassment, a form of unlawful discrimination. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
 - a. submission to such conduct is made, explicitly or implicitly, a condition of an individual's employment or advancement;
 - b. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
 - c. such unreasonable conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.
4. The undersigned agree that they have received, read and understand Agency's Harassment & Sexual Harassment Policy, and agree to adhere to all of its terms.
5. Consensual Relationship. We, the undersigned employees, have entered into a personal relationship with each other. We agree as follows:
 - a. Our relationship is entirely voluntary and consensual.
 - b. Our relationship will not have a negative impact on our work.
 - c. We will not engage in any public displays of affection or other behavior that might create a hostile work environment for others or that might make others uncomfortable.
 - d. We understand that one or both of us may need to transfer to another [department/group/location] to remove any conflicts of interest in our working

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Date Prepared: March 18, 2024

environment. If a transfer will not remove the conflict of interest, we understand that one of us may have to resign or be demoted to remove the conflict of interest. We further understand that the Agency will first ask us to choose which of us will be subject to a transfer, demotion or resignation. If we fail to choose, the Agency will be forced to choose for us. We understand that the Agency will make such a decision without regard to any protected class characteristic and in compliance with the Agency's Personnel Policy, Ethics, Code of Conduct, Nepotism and Conflict of Interest Policy and Harassment & Sexual Harassment Policies.

- e. We will act professionally toward each other at all times, even after the relationship has ended.
- f. We will not participate in any Agency decision-making processes that could affect each other's pay, promotional opportunities, performance reviews, hours, shifts or career, while in this relationship [and after the relationship ends].
- g. We agree that, if the relationship ends, we will inform the Agency if we believe it is necessary to protect our rights or if the Harassment & Sexual Harassment Policy is violated.
- h. We each agree that, if the relationship ends, we will respect the other person's decision to end the relationship and will not retaliate against the other person, engage in any unprofessional or inappropriate efforts to resume the relationship, or engage in any other conduct toward the other person that could violate the Harassment & Sexual Harassment Policy.

IN WITNESS WHEREOF, the undersigned have executed this Agreement Receipt as of the _____ day of _____, _____.

Dated this _____ day of _____, _____.

Employees:

[EMPLOYEE NAME]

[EMPLOYEE NAME]

[WITNESS NAME]

SAMPLE FORM 20: Bloodborne Pathogen & Infectious Disease Exposure Incident Report

COMPLETE AND PROVIDE EXPOSURE INCIDENT REPORT TO YOUR SUPERVISOR WITHIN 24 HOURS OF INCIDENT. IF MEDICAL ATTENTION IS SOUGHT, A COPY OF THIS FORM SHOULD BE PROVIDED TO THE MEDICAL PROVIDER BY THE EMPLOYEE.

Employee: _____ Date of Exposure: _____

Date Reported: _____ Time of Exposure (if known): _____

Site: _____ Unit # _____ Resident Involved: Yes No

Resident Name: _____

Non-Resident(s) Involved: Yes No

Name: _____ Cell # _____

Name: _____ Cell # _____

Were there witnesses? Yes No

Name: _____ Cell # _____

Name: _____ Cell # _____

Description of Exposure Incident (attach more sheets if needed): _____

Did the resident or others present refuse to wear a face cover or practice social distancing?

Yes No

Was blood present? Yes No

Were other bodily fluids present? Yes No

Was there exposure to skin? Yes No

Is your skin intact (no cuts or abrasions)? Yes No

Is there a known source of exposure? Yes No

If 'yes,' describe: _____

Signature _____ Date ___/___/___

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SAMPLE FORM 21: Grievance and Appeal Form

AGENCY OFFICIAL USE ONLY:	
Date Received: __/__/__, By: _____	
(Signature)	
_____	_____
(Print Name)	(Print Title)

(All sections of this form must be completed, if unknown or not applicable write "N/A")

Date submitted to Agency: _____ Hire Date (if applicable): __/__/__

Employee's or Other Alleged Victim's Name: _____

Home Phone: _____ Email: _____

Address: _____

Title: _____ Dept: _____ Supervisor: _____

Type of Grievance:

- | | | | |
|---|----------------|---|----------------|
| <input type="checkbox"/> Discharge | Date: __/__/__ | <input type="checkbox"/> Wage Claim | Date: __/__/__ |
| <input type="checkbox"/> Suspension | Date: __/__/__ | <input type="checkbox"/> Working Conditions | Date: __/__/__ |
| <input type="checkbox"/> Warning letter | Date: __/__/__ | <input type="checkbox"/> Harassment | Date: __/__/__ |
| <input type="checkbox"/> Other _____ | Date: __/__/__ | | |

Was grievance discussed with your supervisor (or property manager for residents)?

Yes No Your Supervisor Name & Title: _____

Date: __/__/__ If no, state reason: _____

Was grievance discussed with Agency employees or officials? Yes No

If no, state reason: _____

If yes, list names, titles and dates below:

Name/Title: _____ Date: __/__/__

Name/Title: _____ Date: __/__/__

Name/Title: _____ Date: __/__/__

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Was grievance discussed with other individuals? Yes No

If yes, list names, titles and dates below:

Name/Title: _____ Date: __/__/__

Name/Title: _____ Date: __/__/__

Name/Title: _____ Date: __/__/__

Name/Title: _____ Date: __/__/__

Date, time, & place of event leading to grievance: _____ Incident Date: __/__/__

Date you became aware of the event (*if different from incident date*): _____ Date: __/__/__

Detailed description of grievance, including names of other persons involved, if any (use additional page, if needed, titled "Attachment A, Description Continued" and attach to this form):

Were there any witnesses to the above incident? Yes No

If yes, list names, titles and dates below:

Name/Title: _____

Name/Title: _____

Name/Title: _____

Name/Title: _____

Proposed solution to above grievance:

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I solemnly swear (or affirm) that the above statement is true and accurate to the best of my knowledge and belief.

Employee's or Another Alleged Victim's signature

Date: __/__/__

If this form is completed by a third party.

Employee's or Another Alleged Victim's signature

Date: __/__/__

Grievant: Provide a completed copy of this form to your immediate supervisor, Human Resources Manager, or Executive Director and retain a copy(ies) to provide Agency officials at the grievance step(s) (see Grievance Policy Section 3.S.). If you do not receive a response within ten (10) working days or disagree with the action taken, you may submit a copy of this grievance form with a written "Statement of Refusal" and request to continue with the next Step of resolution to the Agency's Executive Director.

Step	Grievance Submitted to (please print name):	Date	Grievant's Signature	Date
1				
2				
3				

SAMPLE FORM 22: I Voted Acknowledgement



Housing Authority of the City of Laredo
2000 San Francisco Avenue
Laredo, Texas 78040
(956) 722-4521
www.larha.org

**I Voted
Acknowledgement**

Date

Time

Voting Location Name

Voting Location Address

Employee Name

Employee Address

Election Judge Name

Election Judge

Signature

- Must be signed in front of Precinct Judge.

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**SAMPLE FORM 23: Employee Acknowledgement Receipt
Regarding the Personnel Policy Manual & At-Will-Employment**

I acknowledge that I have received a copy of the Personnel Policy Manual (the "Manual") of the Housing Authority of the City of Laredo (the "Agency") which describes important information about 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. Any written or oral statement by a supervisor, manager or department director contrary to the personnel policy manual is invalid and should not be relied upon by any employee.

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 this 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 I, my employment is terminable at the will of either the Agency or myself at any time for any reason or no reason and without notice.**

I understand and agree that I will read and comply with the policies contained in this Manual and any revisions, that I am bound by the provisions contained therein, and that my continued employment is contingent on following those policies.

Employee's Signature

Employee's Printed Name

___/___/___
Date

Copy: Personnel File

NOTICE

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

The Nelrod Company is not responsible for any changes made to these policies by any party other than The Nelrod Company.

The Housing
Authority of
the City of
Laredo

Personnel Policy Manual

ACCUWAGE DIVISION

March 18, 2024

