**Instructions for Housing Authority Handbook Customization Update 2017**

For use by all PHAs in the State of Alabama.

Disclaimer: The information contained in this specimen handbook is not, nor is it intended to be, legal advice. The application and impact of policies and laws can vary widely based on the specific facts involved. Your Housing Authority should consult with an attorney for individual advice regarding your own situation and the customization of this specimen handbook.

Attorney Tommy Eden of the Constangy, Brooks & Smith, LLP, the principal author of this 2017 update, can also be engaged to customize your Handbook. You may contact him at 205-222-8030 or teden@constangy.com for a customization intake form and cost estimate. Tommy’s HR Blog is at www.alabamaatwork.com "No representation is made that the quality of legal services to be performed is greater than the quality of legal services performed by other lawyers."

Step 1: To customize this specimen handbook use the following “Find/Replace” Commands:

\*\*\*Housing Authority\*\*\* -> The name of your Housing Authority. Ex. Anniston Housing Authority or The Housing Authority of the City of Anniston, etc.

 \*\*\*Address\*\*\* -> The address of your Housing Authority

 \*\*\*Phone\*\*\* -> The phone number for your Housing Authority

 \*\*\*Fax\*\*\* -> The fax number for your Housing Authority

\*\*\*Executive Director or his/her designee\*\*\* -> The primary contact for your Housing Authority and official spokesperson who may be the Executive Director or Human Resource Manager (That person is named in the acop). At your option, you may change the reporting person based upon the specific policy involved.

\*\*\*Secondary Contact\*\*\* -> The secondary contact person for your Housing Authority is typically the person who receives complaints in the absence of, or in addition to, the Executive Director or primary contact. It is most important for EEO risk reduction that you have a secondary contact in your handbook.

Step 2: Carefully review and consider adding into the specimen handbook your specific language consistent with your current policies in these matters:

 Introductory period, Benefits, Holidays, Annual Leave, Sick

Leave/Personal Days, Funeral Leave and any provisions unique to your PHA.

Step 3: Review the entire handbook once all the find/replace commands have been completed and you have customized the benefits sections to more accurately reflect the current policies of your Housing Authority. Check that page numbers match Table of Contents.

Step 4: Have your Housing Authority review and your Board adopt.

\*\*\*Housing Authority\*\*\*

Employee Handbook

Adopted by the Board of Commissioners

Resolution #???

Update Effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_???

\*\*\*Address\*\*\*

Phone: \*\*\*Phone\*\*\*

Fax: \*\*\*Fax\*\*\*

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INTRODUCTORY STATEMENT

This Employee Handbook is designed to acquaint you with \*\*\*Housing Authority\*\*\*, Alabama (hereinafter referred to as the “Housing Authority”) and to provide you with information about its personnel policies and practices including the terms, conditions and privileges of your employment. This Employee Handbook has been adopted by the Commissioners of the Housing Authority and the \*\*\*Executive Director or his/her designee\*\*\* has been authorized to interpret, implement, and administer the provisions of this handbook. Unless otherwise set forth in this Employee Handbook, Housing Authority Bylaws, or other governing documents, the Commissioners of the Housing Authority shall make all decisions related to the hiring, compensation and retention of the Executive Director, and the Executive Director is responsible for making all employment decisions related to the hiring, promotion, discipline or separation for all other positions within the Housing Authority.

You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the various programs developed by the Housing Authority to benefit its employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

The Housing Authority reserves the right to amend or terminate any of its fringe benefit programs or to require or increase employee premium contributions toward any benefits with or without advance notice at its discretion. This reserved right may be exercised in the absence of financial necessity, including premium contributions. Whenever an amendment or termination is made to any of the Housing Authority’s benefits programs, the Executive Director will submit the amendment to the Housing Authority Board for review and approval. The respective plan administrator will notify plan participants of all approved amendments or plan terminations. The Housing Authority also reserves the discretionary authority to interpret all provisions of these programs in its sole discretion. If there is a conflict between language in the employee handbook and language in an official plan document (such as the group health insurance policy) the official plan document governs. The various employee benefits which are available to you as a Housing Authority employee are more accurately and fully described in our benefit packages. If there are any differences between this handbook and the benefit packages, the provisions of the benefit packages prevail.

No employee handbook can anticipate every circumstance or question involving policy. Consequently, the need may arise to revise the handbook. \*\*\*Housing Authority\*\*\*, reserves the right to change, interpret, modify, amend, withdraw and/or supplement any of the policies, benefits, or terms and conditions of employment, at its sole discretion, and without prior notice or consideration to time as it deems appropriate. The provisions contained in this handbook supersede all existing policies and may not be amended or added to except by an appropriate resolution. The \*\*\*Housing Authority\*\*\* also reserves the right to publish and disseminate its personnel policy handbook electronically. You will be notified when changes to the personnel handbook occur. The changes to the handbook will be reflected in the electronic copy. Please understand that no supervisor, manager, or officer of \*\*\*Housing Authority\*\*\* other than the \*\*\*Executive Director or his/her designee\*\*\* has the authority to enter into any agreement with you for employment for any specified period or to make any promises or commitments contrary to the above.

AS YOU REVIEW THE POLICIES SET FORTH IN THIS HANDBOOK, KEEP IN MIND THAT, EXCEPT FOR THE EMPLOYEE CONFIDENTIALITY AGREEMENT, THEY ARE NOT INTENDED TO CREATE A CONTRACT, NOR ARE THEY TO BE CONSTRUED AS A CONTRACTUAL OBLIGATION OF ANY KIND OR AS A CONTRACT OF EMPLOYMENT BETWEEN THE HOUSING AUTHORITY AND ITS EMPLOYEES. ALL EMPLOYMENT IS “AT-WILL”. Although we hope that your employment relationship with THE Housing Authority will be long term, either you or THE Housing Authority may terminate this relationship at any time, for any reason, with or without cause or notice. NO EMPLOYEE OR OFFICER OF the AUTHORITY MAY WAIVE THIS AT WILL EMPLOYMENT POLICY OR AUTHORIZE EXCEPTION, EITHER VERBALLY OR IN WRITING.

OFFICIAL SPOKESPERSON

The \*\*\*Executive Director or his/her designee\*\*\* is the official spokesperson of the Housing Authority, as recognized by the Board of Commissioners. The \*\*\*Executive Director or his/her designee\*\*\* is the only person authorized to release Housing Authority business to the public. Any employee who is contacted by the media should not make any comment to the media but should refer the inquiry to the \*\*\*Executive Director or his/her designee\*\*\*. No Housing Authority Board member shall release Housing Authority information without the consent of the Chairman of the Board, after the Chairman has conferred with the \*\*\*Executive Director or his/her designee\*\*\* and with unanimous consent of the Board.

GENERAL EMPLOYMENT INFORMATION

OPEN DOOR GRIEVANCE POLICY

The Housing Authority maintains an open-door policy which permits an employee to discuss problems, concerns, or grievances with the persons listed on the Contact List below. If an employee has a problem that relates to his or her job, and particularly if the problem is in the nature of a complaint, the employee is strongly urged to contact the persons listed on the Contact List immediately.

The employee must also submit a written summary of the problem so that the Housing Authority will have complete and properly documented information.

The employee may be assured that his or her personal concerns can be voiced without fear of reprisal. However, it is not proper for an employee to complain in bad faith or solely for the purpose of delay or harassment.

CONTACT LIST

| CONTACT | TITLE | TELEPHONE NUMBER | E-MAIL |
| --- | --- | --- | --- |
|  | \*\*\*Executive Director or his/her designee\*\*\* |  |  |
|  | \*\*\*Secondary Contact\*\*\* |  |  |

Note: The above contact list is subject to change. Since the contact list may change from time to time, management will post this list on the employee bulletin board. Employees are advised to frequently visit the employee bulletin board for posted changes.

The most effective accomplishment of the work of the Housing Authority requires prompt consideration and equitable adjustments of employee grievances. It is the desire of the Housing Authority to adjust grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise. The complaint and investigative files shall be confidential except where necessary to pursue investigation of the allegations and question necessary witnesses. However, it is recognized that there will be grievances which will be resolved only after a formal appeal and review.

Grievance Procedures: In all cases the procedures below will be followed by each and every employee. Failure to follow the grievance and appeal procedure may result a greater penalty being imposed by the Housing Authority or in the dismissal of the grievance/appeal. Employees will not discuss grievances with Board members. Failure to timely file a grievance shall result in its rejection, unless the grievant presents compelling justification of the delay. The Board of Commissioners shall not hear the grievance nor at any time enter into discussions with the aggrieved concerning the grievance.

A. Policy Interpretation and Application Appeal: Any regular employee, who is aggrieved as a result of the interpretation and application of the policies, disciplinary action (other than disciplinary action resulting in demotion, suspension without pay, reduction of salary or dismissal), must follow these procedures:

1. Within seven (7) calendar days from the date of the grievance, an employee will first present the grievance to his/her immediate supervisor who will make careful inquiry into the facts and circumstances of the complaint. The supervisor will attempt to resolve the problem promptly and fairly and will give an answer to the employee within seven (7) calendar days from the date the grievance is submitted. An employee shall not file any grievance with the Board of Commissioners before following the requirements of this policy.

2. If the employee is still aggrieved, the employee or authorized representative may request in writing, a review of the grievance by the \*\*\*Executive Director or his/her designee\*\*\* or his/her designee. If the grievance is against the Executive Director the grievance will be filed with the Chairperson of the Board of Commissioners. Such request will be accompanied by all facts of the nature of the grievance and all written answers given thereto, and will be presented within seven (7) calendar days of the date of receipt of the Supervisors answer. The employee or the authorized representative will send copies of the written request for review at the same time to the employee's Supervisor.

3. The \*\*\*Executive Director or his/her designee\*\*\* or his/her designee will convene a meeting within twenty (20) calendar days of the date of receipt of the request for review. The \*\*\*Executive Director or his/her designee\*\*\* or his/her designated representative, the employee or his/her designated representative and witnesses, the supervisor or his/her designated representative and witnesses, will attend the meeting for the purpose of reviewing the grievance. Within fifteen (15) calendar days of the date of the meeting, the \*\*\*Executive Director or his/her designee\*\*\* or his/her designee will give a decision, in writing, to the employee and the employee's authorized representative and will send a copy of the recommendation at the same time to the employee's supervisor. Any adjustment ordered by the \*\*\*Executive Director or his/her designee\*\*\* or his/her designee in favor of the grievant shall be retroactive to the date of the filing of the grievance.

4. If an employee is still aggrieved, he/she may appeal the grievance to the Housing Authority Board of Commissioners. The employee will submit a request in writing to the Chairman of the Board of Commissioners within ten (10) calendar days of receipt of the Executive Director’s decision and will send copies of the appeal to the Executive Director. The Board of Commissioners shall appoint a “Hearing Officer” who is mutually agreeable to the aggrieved and the Executive Director. The appeal of the employee will be heard in an executive session by the “Hearing Officer.” The decision of the “Hearing Officer” shall be final.

B. Suspension without Pay, Reduction in Pay, or Dismissal Appeal: Any employee who is being suspended without pay, reduced in pay, or dismissed, may submit a request in writing to the Chairman of the Board of Commissioners. The Board of Commissioners shall appoint a “Hearing Officer” who is mutually agreeable to the aggrieved and the Executive Director. The appeal of the employee will be heard in an executive session by the “Hearing Officer.” The decision of the “Hearing Officer” shall be final. The following procedure must be followed:

 Appeal Procedures: Appeals must be sent in writing to the Chairman of the Board of Commissioners within ten (10) days following notice of the action by the Executive Director. The written appeal must state the following:

 Name of the Employee.

 The time and date grievance occurred.

 The nature of the grievance.

 A copy of all correspondence concerning the grievance.

 Grievance Hearing: The Board of Commissioners within a reasonable time following the written notice shall appoint a “Hearing Officer” who shall be mutually agreeable to the grievant and Executive Director. The hearing by the Board of Commissioners appointed “Hearing Officer” shall be in an executive session, closed to members of the general public. No stenographic, mechanical, or vocal recording of the proceeding or transcript of the evidence shall be made without the knowledge of the “Hearing Officer” and the grievant. Any tape recording or transcription shall be copied and furnished to the other party (Board or grievant). The hearing shall be conducted in an informal manner and the “Hearing Officer” shall make every effort to avoid the appearance of conducting a trial in a court of law. The grievant and the “Hearing Officer” shall have the right to appear and be heard in person or by counsel. The grievant’s failure to attend or notify the Chairman of his/her inability to attend will constitute just cause for the dismissal of the appeal.

 Final Determination: Within twenty-one (21) calendar days, the “Hearing Officer” shall make the final determination of the case. The decision of the “Hearing Officer” shall be final. The “Hearing Officer”, upon completion of an appeal hearing, render in writing to the Board, Grievant, and Executive Director its decision which shall be a final decision binding on all parties concerned with the grievance. Any adjustment ordered by the Board of Commissioners shall be retroactive to the date of the first submission of the grievance.

The time frames referred to in this section may be expanded with the consent of all parties to the hearing.

PROTECTED COMMUNICATIONS

It is the policy of the \*\*\*Housing Authority\*\*\* that any employee has the right to contact the \*\*\*Executive Director or his/her designee\*\*\* or Chairman of the Board of Commissioners at any time to complain or point out wrongdoing (i.e., make a protected communication). However, the employee should first attempt (though it is not mandatory) to handle complaints at the lowest supervisory level or through normal personnel or chain of command channels. Any employee who engages in whistleblower activity is to be considered an individual engaged in protected communications.

OUR EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Housing Authority has, on many occasions, expressed support, and commitment to the principle of equal employment opportunity. It is our policy to recruit, hire, train, promote, and compensate individuals, and to administer all personnel actions in accordance with applicable laws, without regard to race, color, religion, creed, age, gender/pregnancy, sex, sexual orientation, gender identity, national origin or ancestry, status as a current or former member of the uniformed services, whistleblower status, or status as a qualified individual with a disability (physical or mental). The Housing Authority believes that all employees have the right to work in an environment free of unlawful discrimination or harassment. This policy governs all aspects of employment, including selection, job assignment, promotions, compensation, discipline, termination, and access to benefits and training. The Housing Authority will not tolerate any unlawful discrimination, and any such conduct is prohibited by employees of the Housing Authority, applicants and residents, vendors, contractors or members of the Board of Commissioners. The Housing Authority will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship to the Housing Authority or present other significant operational problems.

The Housing Authority also prohibits any harassment based on the legally protected categories set forth above. Harassment is verbal or physical conduct that degrades or shows hostility or aversion towards an individual because of these protected attributes, and that:

1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment as defined by law; or

2. Has the purpose or effect of unreasonably interfering with an individual's work performance; or

3. Otherwise adversely affects an individual's employment opportunities. For more information see the “Professional Conduct Policy and Prohibition against Harassment.”

All employees, regardless of position or title, will be subject to severe discipline up to and including discharge should the Housing Authority determine that an employee is engaged in unlawful discrimination or harassment.

Any employee who feels that this policy is not being observed is encouraged to immediately contact any of the persons listed on the contact list below. All reports will be treated as confidential to the extent practicable. No one will be subject to any form of discipline or retaliation for reporting incidents of unlawful discrimination or harassment or pursuing any such claim.

CONTACT LIST

| CONTACT | TITLE | TELEPHONE NUMBER | E-MAIL |
| --- | --- | --- | --- |
|  | \*\*\*Executive Director or his/her designee\*\*\* |  |  |
|  | \*\*\*Secondary Contact\*\*\* |  |  |

Note: The above contact list is subject to change. Since the contact list may change from time to time, management will post this list on the employee bulletin board. Employees are advised to frequently visit the employee bulletin board for posted changes. If the alleged harasser is on the Contact List you may contact the Board Chairman to make your report.

The Housing Authority will promptly and thoroughly investigate the facts and circumstances of any reported incident. Any employee dissatisfied with the Housing Authority’s response may utilize the Open Door Grievance Policy. In all cases, the employee will be advised of the findings and conclusion.

Professional Conduct Policy and Prohibition Against Harassment

The Housing Authority is proud of its professional and congenial work environment, and will take all necessary steps to ensure that the work environment remains pleasant for all who work here. All employees must treat each other with courtesy, consideration, and professionalism. The Housing Authority will not tolerate harassment of any employee by any other employee or supervisors or by Housing Authority applicants and residents, vendors, contractors or members of the Board of Commissioners for any reason. In addition, harassment for any discriminatory reason, such as race, gender/pregnancy, sex, religion, sexual orientation, gender identity, national origin, disability, or age, is prohibited by state and federal laws, which may subject the individual harasser to liability for any such unlawful conduct. Supervisors do not have the authority to grant or deny promotions, or to force any change in an employee’s job status based on sexual favors. With this policy, the Housing Authority prohibits not only unlawful harassment, but also other unprofessional and discourteous actions. There will be zero tolerance for derogatory racial, ethnic, religious, age, sexual or other inappropriate remarks, slurs, or jokes.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or any other visual, verbal, or physical conduct of a sexual nature when:

1. Submission to the conduct is made either implicitly or explicitly a condition of the individual’s employment;

2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or

3. The harassment has the purpose or effect of unreasonably interfering with the employee’s work performance or creating an environment that is intimidating, hostile, or offensive to the employee.

Each employee must exercise his or her own good judgment to avoid engaging in conduct that may be perceived by others as harassment. Forms of harassment include, but are not limited to:

1. Verbal: Sexual innuendoes, racial or sexual epithets, derogatory slurs, off-color jokes, propositions, threats or suggestive or insulting sounds;

2. Visual/Non-verbal: Derogatory posters, cartoons, or drawings; suggestive objects or pictures; graphic commentaries; leering; or obscene gestures;

3. Physical: Unwanted physical contact including touching, interference with an individual’s normal work movement or assault; and

4. E-Mail and Internet: Offensive, demeaning, disruptive messages, or sexually explicit screen views.

5. Other: Making or threatening reprisals as a result of a negative response to harassment. Same sex harassment or harassing conduct from non-employees, such as vendors, contractors or applicants and residents, is also in violation of this policy.

Bullying: \*\*\*Housing Authority\*\*\* defines bullying as persistent or repetitive behavior that is insulting, disrespectful, abusive, or otherwise unwelcome or objectionable, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment. Bullying can occur either in or outside of the workplace.

 The purpose of this policy is to communicate to all employees, including supervisors, managers and executives that \*\*\*Housing Authority\*\*\* will not in any instance tolerate bullying behavior. Persons found in violation of this policy will be disciplined, up to and including termination.

 If you believe you are the victim of bullying, you are obligated to immediately report the bullying behavior. If you believe someone else is the victim of bullying, you are obligated to report the bullying behavior. Reports of objectionable conduct may be made to your direct supervisor or \*\*\*Executive Director or his/her designee\*\*\*. Below is a non-exhaustive list of examples of bullying behavior:

 Verbal Bullying: treating abusively, using language that indicates force or coercion, using browbeating language or behavior, slandering, ridiculing or maligning a person or his/her family; spreading rumors or gossip regarding individuals; offensive name calling or nicknaming; persistently interrupting an individual, using a person as the target of jokes; abusive and offensive remarks, shouting, raising voice at an individual, publicly humiliating a person, constant unwarranted criticism or accusations, manipulating work performance or ability to perform job functions, requiring menial or demeaning tasks that are beyond normal job responsibilities, duties or expectations;

 Physical Bullying: pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; tampering with or damage to a person’s work area or property; and

 Non-verbal Bullying: non-verbal threatening gestures, looks or actions that convey threatening messages; purposefully singling out, ignoring, excluding or disregarding a person in work-related activities.

Any employee who believes that he/she is or may be subjected to objectionable conduct must report it immediately to the \*\*\*Executive Director or his/her designee\*\*\* or \*\*\*Secondary Contact\*\*\* listed below. You may also inform a supervisor or manager about your concerns, who can make the initial report on your behalf. You should assume that no report has been made following your discussion with a supervisor or manager if the \*\*\*Executive Director or his/her designee\*\*\* has not contacted you within 48 hours. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating that situation. No employee in this organization is exempt from this policy. In response to every complaint, the Housing Authority will take prompt investigatory actions and corrective and preventative actions where necessary. An employee who brings such a complaint to the attention of the Housing Authority in good faith will not be adversely affected because of reporting the harassment. The organization will not tolerate retaliation by managers and employees against any employee reporting incidents of harassment or for participating in an investigation of a harassment claim.

Any employee who engages in objectionable conduct is subject to discipline up to and including termination. If an employee is not satisfied with the handling of a complaint or the action taken, then the employee should bring the complaint to the next higher level of authority set forth in the "Open Door Grievance Policy" section of this Handbook. In all cases, the employee will be advised of the findings and conclusion.

CONTACT LIST

| CONTACT | TITLE | TELEPHONE NUMBER | E-MAIL |
| --- | --- | --- | --- |
|  | \*\*\*Executive Director or his/her designee\*\*\* |  |  |
|  | \*\*\*Secondary Contact\*\*\* |  |  |

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PROMOTING DIVERSITY

The Housing Authority values and promotes diversity in its workplace. *Diversity* refers to human differences, including those based on culture, ethnicity, gender, and age, that exist in the workforce. The Housing Authority believes that promoting diversity plays an important role in attracting the widest pool of qualified applicants, fostering greater innovation and creativity, and enhancing our communication and relationships with applicants and residents and the community.

ANTI-RETALIATION POLICY

The Housing Authority is committed to providing a work environment in which employees may complain about alleged discrimination or other problems, including harassment, engaging in protected communications including whistleblowing, without fear of retaliation. The Housing Authority strictly prohibits discrimination against any employee because he or she has opposed any unlawful employment practices or because he or she has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing regarding such alleged practices. This policy also applies to Housing Authority applicants and residents, vendors, contractors or members of the Board of Commissioners.

Any employee who wants to report an incident of retaliation should promptly report the matter to one of the persons listed on the Contact List below. Employees can raise concerns and make reports without fear of reprisal or retribution.

All reports of retaliation will be maintained in confidence to the extent practicable. The Housing Authority will promptly conduct a thorough and unbiased investigation of all reports.

Any employee, supervisor, or manager who becomes aware of possible retaliation shall promptly advise the persons listed on the Contact List below. Anyone engaging in retaliation will be subject to disciplinary action, up to and including immediate termination of employment.

CONTACT LIST

| CONTACT | TITLE | TELEPHONE NUMBER | E-MAIL |
| --- | --- | --- | --- |
|  | \*\*\*Executive Director or his/her designee\*\*\* |  |  |
|  | \*\*\*Secondary Contact\*\*\* |  |  |

Note: The above contact list is subject to change. Since the contact list may change from time to time, management will post this list on the employee bulletin board. Employees are advised to frequently visit the employee bulletin board for posted changes.

DISABILITY ACCOMMODATION

It is the policy of the Housing Authority to comply with federal and state laws concerning the employment of individuals with a disability. Accordingly, it is the Housing Authority's policy not to discriminate against qualified individuals who have a disability with respect to selection and hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment. Further, the Housing Authority reasonably accommodates qualified individuals with a disability so that they can perform the essential functions of a job. A request for reasonable accommodation by an applicant or employee is the first step in an informal, interactive process between the individual and the Housing Authority. The next step in this informal process is to clarify what the individual needs and identify the appropriate reasonable accommodation. An individual who cannot be reasonably accommodated for a job, without undue hardship, will not be selected for that position

Offers of employment may be conditioned on completion of a medical examination, to ensure that the person is capable of performing the job's essential functions with reasonable accommodation, if necessary. This medical examination is given after a conditional employment offer is made and before the commencement of employment. Failure to submit to or complete a medical examination is viewed as rejection of the offer of employment. All information obtained by the Housing Authority concerning the medical condition or history of applicants or employees is maintained in separate medical files and treated as confidential records that are disclosed only according to ADA and other applicable state and federal law.

All employees are required to comply with safety standards. If an applicant's physical or medical condition poses a direct threat to the health or safety of individuals in the workplace and this threat cannot be eliminated by reasonable accommodation, the individual will not be hired. Current employees who have a physical or medical condition that poses a direct threat to the health of safety of themselves or others in the workplace are placed on appropriate leave. All employees are expected to comply with the Housing Authority's Drug Free Workplace Policy. The \*\*\*Executive Director or his/her designee\*\*\* is responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues.

Open door policy. Employees and applicants should immediately contact the \*\*\*Executive Director or his/her designee\*\*\* about any violations of the Housing Authority’s disability accommodation policy. All complaints are promptly investigated.

Requesting a Religious Accommodation

Any employee that requires a reasonable accommodation for reasons based on religion, should contact the

\*\*\*Executive Director or his/her designee\*\*\*. Reasonable accommodation will be granted unless it would cause an undue hardship on the Housing Authority.

The Housing Authority complies with Title VII of the Civil Rights Act of 1964, and is committed to providing equal employment opportunities to all individuals, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, the Housing Authority will provide a reasonable accommodation of an applicant's or employee's sincerely held religious belief if the accommodation would resolve a conflict between the individual's religious beliefs or practices and a work requirement, unless doing so would create an undue hardship for the Housing Authority.

If you believe you need an accommodation because of your religious beliefs or practices or lack thereof, you should request an accommodation from the \*\*\*Executive Director or his/her designee\*\*\*. You may make the request orally or in writing. The Housing Authority encourages employees to make their request in writing and to include relevant information, such as:

 A description of the accommodation you are requesting.

 The reason you need an accommodation.

 How the accommodation will help resolve the conflict between your religious beliefs or practices or lack thereof and one or more of your work requirements.

After receiving your oral or written request, the Housing Authority will engage in a dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs and practices and one or more of your work requirements. The Housing Authority encourages you to suggest specific reasonable accommodations that you believe would resolve any such conflict. However, the Housing Authority is not required to make the specific accommodation requested by you and may provide an alternative, effective accommodation, to the extent any accommodation can be made without imposing an undue hardship on The Housing Authority.

The Housing Authority may ask you to provide additional information about your religious practices or beliefs and the accommodation requested. If you fail to provide the requested information, your request for an accommodation may be denied. The Housing Authority makes determinations about religious accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation. The Housing Authority strives to make determinations on religious accommodation requests expeditiously, and will inform the individual once a determination has been made.

Open door policy. Employees and applicants should immediately contact the \*\*\*Executive Director or his/her designee\*\*\* about any violations of the Housing Authority’s religious accommodation policy. All complaints are promptly investigated.

FITNESS FOR DUTY EVALUATIONS

You may be requested to undergo an evaluation relating to your “fitness for duty” to perform the essential functions of your job descriptions or any other formal standard relating to your job. The \*\*\*Executive Director or his/her designee\*\*\* will evaluate all requests and make the final decision, and coordinate the evaluation with the appropriate providers. These exams are paid for by the \*\*\*Housing Authority\*\*\* any person who does not comply with the reasonable request can be the subject to disciplinary action or placed on unpaid leave of absence.

IMMIGRATION LAW COMPLIANCE

Verifying Employment Eligibility

Purpose:\*\*\*Housing Authority\*\*\* is committed to meeting its obligations under U.S. immigration law. Accordingly, \*\*\*Housing Authority\*\*\* neither hires nor continues to employ an individual who is not legally authorized to work in the United States. Moreover, \*\*\*Housing Authority\*\*\* does not discriminate on the basis of citizenship status or national origin in recruitment, hiring, or discharge.

Employment Eligibility Verification Procedures:The \*\*\*Executive Director or his/her designee\*\*\* is responsible for implementing, administering, and reviewing procedures necessary to comply with the employment eligibility verification and nondiscrimination requirements of the Immigration Reform and Control Act (IRCA), as amended. \*\*\*Executive Director or his/her designee\*\*\* must ensure that all new employees:

 Complete and sign the employee's portion of Form I-9, Employment Eligibility Verification; and

 Present original documentation supporting the employee's identity and employment eligibility. Employees must complete the employee section of Form I-9 on the day they begin work and provide the required supporting documentation within three business days of starting work.

 Are cleared to work in the USA through the E-Verify system.

 An employee's failure to produce required documentation within allotted time periods is grounds for immediate separation from employment. Employment can be resumed only when the required documentation is furnished.

The \*\*\*Executive Director or his/her designee\*\*\* arranges for a periodic audit of I-9s on file to ensure that the \*\*\*Executive Director or his/her designee\*\*\* is complying with employment eligibility verification requirements.

Expiration of Work Authorization:The \*\*\*Executive Director or his/her designee\*\*\* maintains a reminder system that tracks the expiration date of each nonresident employee's authorization to work in the United States. The \*\*\*Executive Director or his/her designee\*\*\* notifies the employee of the need for the employee to show that his or her authorization to work in the United States has been renewed. It then must update an employee's Form I-9 to show the employee's renewed authorization to work. A single line should be drawn through the previous authorization information when the new information is entered. Updated information should be initialed and dated by the \*\*\*Executive Director or his/her designee\*\*\* representative performing the re-verification. An employee's failure to provide proof of his or her renewed authorization to work prior to the expiration of the authorization documented on the employee's Form I-9 results in the immediate suspension of the employee without pay or the termination of the employee.

An employee is eligible to continue working during a 30-day grace period after the expiration of the employee's original work permit if the employee has filed an application to extend his or her work permit. To be eligible for the 30-day grace period, the employee must provide the \*\*\*Executive Director or his/her designee\*\*\* with proof of having filed a work permit renewal application prior to the expiration of the employee's original work permit.

Nondiscrimination:Supervisors, the \*\*\*Executive Director or his/her designee\*\*\*, hiring personnel, and other employees and agents of \*\*\*Housing Authority\*\*\* are prohibited from discriminating against an applicant or employee based on national origin or status as an undocumented immigrant. Hiring personnel should never infer from an individual's appearance or accent that he or she is unauthorized to work. \*\*\*Executive Director or his/her designee\*\*\* representatives and any other employees involved in the hiring process are prohibited from asking employees for any document not specifically designated on Form I-9 as acceptable for purposes of verifying an employee's identity and employment eligibility. \*\*\*Executive Director or his/her designee\*\*\* representatives and any other hiring personnel cannot refuse to honor tendered documents that, on their face, reasonably appear to be genuine and relate to the employee in question. Any employee found to have engaged in illegal discrimination is subject to discipline, up to and including termination of employment.

Recordkeeping:A copy of each employee's I-9 form is retained by the \*\*\*Executive Director or his/her designee\*\*\* until three years after the employee's hiring date or one year after the employee's separation, whichever is later.

Re-employment:If a terminated employee is re-employed within three years of initially completing an I-9 form, the \*\*\*Executive Director or his/her designee\*\*\* is responsible for updating and verifying the information on the form.

CONFLICTS OF INTEREST

Some employees will have to complete an annual questionnaire for the state Ethics Commission. These employees are responsible for filing the reports in a timely manner.

Employees cannot use any \*\*\*Housing Authority\*\*\* equipment to make money or gain a personal benefit. Any employee who engages in the activities described above will be subject to severe disciplinary action in addition to any prosecution by the Alabama Ethics Commission.

Employees of the \*\*\*Housing Authority\*\*\* are subject to the provisions of the Ethics Law, the decisions of the Ethics Commission and the Alabama Ethics Commission. Employees may visit the Ethics Commission’s website to acquire further information of interest.

The Ethics Law states in part:

“No public official or public employee shall use or cause to be used equipment, facilities, time, materials, human labor, or other public property under his/her discretion or control for the private benefit or business benefit of the public official, public employee, any other person….” Section 36-25-5(c) Code of Alabama 1975.

It is important to the \*\*\*Housing Authority\*\*\* that all employees observe high ethical standards and treat their fellow employees fairly. Employees must not allow personal or financial relationships with vendors or those people seeking business with the \*\*\*Housing Authority\*\*\* to interfere with the best interests of the \*\*\*Housing Authority\*\*\*.. Similarly, personal or family relationships between employees within the same department will not be allowed to create the appearance of favoritism or otherwise affect the workplace.

Giving, soliciting, or accepting a gift from citizens, applicants and residents and/or suppliers is contrary to \*\*\*Housing Authority\*\*\*. To protect you and the \*\*\*Housing Authority\*\*\*., every employee must understand the serious implications of accepting any monetary gift in any form or any “gifts” from any citizen, resident, contractor, vendor, fellow employees and/or supplier. If a “gift” is offered to you, contact the \*\*\*Executive Director or his/her designee\*\*\*for approval. Failure to do so could result in disciplinary action up to and including termination of your employment with the \*\*\*Housing Authority\*\*\*..

You may accept greeting cards, items, services with little intrinsic value that are intended solely for presentation (such as plaques, certificates, and trophies), promotional items commonly distributed to the general public, and items or services of de minimis value.

There is currently no definition of “de minimis”. A rule of thumb you might use would be to ask: “Could I put this on EBay and make some money?” Or: “Is this gift the type of item I might throw in the trash can when I get home?”

**NOTE: Even a gift that is di minimis in value could be considered to be inappropriate and in violation of the law and this handbook if the intent of the gift was to try to influence a \*\*\*Housing Authority\*\*\* employee for the benefit of the person or entity giving the gift.**

Engaging in a romantic relationship with a subordinate employee, fellow employee or co-worker may constitute a conflict of interest. Such information should be disclosed to the \*\*\*Executive Director or his/her designee\*\*\* who will consider the issue and advise the employees accordingly.

OUTSIDE ACTIVITIES

The activities of any employee, whether on or off the job, which in the judgment of the Housing Authority, may interfere with an employee's proper performance or attendance on the job will not be tolerated. Within the limits prescribed by federal and state law, such activities may subject an employee to the Housing Authority's disciplinary procedures up to and including immediate termination.

Certain activities which obviously are not proper for employees include, but are not limited to:

 The use of Housing Authority's time, facilities, or equipment to engage in another business or occupation;

 Participating in any outside activity or employment which results in lost time from work, causes distractions from work or unsatisfactory work performance or creates an appearance of a conflict with the best interest of the Housing Authority.

All employees must receive the written approval of the \*\*\*Executive Director or his/her designee\*\*\* before engaging in any activity which might be covered by this policy.

POLITICS

All employees of public housing authorities are covered by the Hatch Act. An employee covered by the Hatch Act may not be a candidate for public office in a partisan election; that is, an election in which any candidate represents for example, the Republican or Democratic Party.

 In addition, employees may not use their official Housing Authority position or influence for the purpose of interfering with or affecting the result of an election; or

 Nomination for office in any partisan election.

 Directly or individually coerce, attempt to coerce, command, or advise a state or local officer to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political purposes.

If any individual who is engaged in additional employment is doubtful as to his/her status under the Hatch Act, he/she may present the matter in writing to the United States Civil Service Commission for ruling.

EMPLOYMENT CATEGORIES

Classifications of Employment: For purposes of pay and salary administration, and eligibility for overtime payments and employee benefits, \*\*\*Housing Authority\*\*\* classifies its employees as follows:

 **•** *Full-time regular employees*. Employees who are reasonably expected as of the time of hire to work \*\*\*Housing Authority\*\*\*'s normal, full-time, thirty eight (38) plus hour workweek on a regular basis. A workweek is defined as a period of 7 consecutive 24-hour days. Such employees may be "exempt" or "nonexempt" as defined below. If the employee falls below a normal, full-time, forty-hour workweek on a regular basis, qualification for benefits will be reviewed or prorated.

 **•** *Part-time regular employees*. Employees who are reasonably expected as of the time of hire to work fewer than thirty eight (38) plus hours per week on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below.

 **•** *Temporary employees*. Employees who are reasonably expected as of the time of hire to work full-time or part-time on \*\*\*Housing Authority\*\*\*'s payroll with the understanding that their employment will be terminated no later than on completion of a specific assignment. (Note that a temporary employee may be offered and may accept a new temporary assignment with \*\*\*Housing Authority\*\*\* and thus still retain temporary status.) Such employees may be "exempt" or "nonexempt" as defined below. (Note that employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of \*\*\*Housing Authority\*\*\*.)

 **•** *Nonexempt employees.*Employees who are required to be paid overtime at the rate of time and one half (i.e., one and one-half times) their regular rate of pay for all hours worked beyond forty hours in a workweek, in accordance with applicable federal wage and hour laws; and law enforcement personnel who are paid in accordance with applicable federal wage and hour laws.

 **•** *Exempt employees*.Employees who are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty hours in a workweek. Executives, professional employees, outside sales associates, commissioned and certain employees in administrative positions are typically exempt.

You will be informed of your initial employment classification during your orientation session. If you change positions during your employment as a result of a promotion, transfer, or otherwise, you will be informed by your supervisor of any change in your exemption status.

If at any time an hourly paid or salaried employee has reason to believe that they have been misclassified, or that improper deductions have been made from their pay, or for any other reason they believe a mistake has been made concerning their compensation, it is your obligation to immediately bring the matter to the attention of the \*\*\*Executive Director or his/her designee\*\*\*. \*\*\*Housing Authority\*\*\* ensures that employees who complain about pay practices, oppose any pay practice, or participate in the investigation of such inquires or complaints are protected against retaliation. No adverse employment actions are taken against employees for opposing pay practices or participating in the investigation of complaints. Employees also are protected against retaliation when responding to questions during internal investigations. If you believe you have been subject to retaliation, in any form, it is your obligation to make an immediate report to the \*\*\*Housing Authority\*\*\* \*\*\*Executive Director or his/her designee\*\*\* who will promptly investigate the matter and issue a report of their findings.

Please direct any questions regarding your employment classification or exempt status to the \*\*\*Executive Director or his/her designee\*\*\*.

SALARIED EXEMPT DEDUCTION POLICY

The policy of the Housing Authority has always been and remains that each salaried exempt employee is expected to be at work each and every business day and is expected to report to work on time and are still expected to fulfill their job responsibilities after normal working hours or on weekends if needed. Each employee must have the self-discipline and the sense of responsibility for one’s self, his or her work group, and their business to maintain a good attendance record. Good attendance distributes the workload more evenly and fairly, minimizes cost penalties to the business, improves morale and, in fact, is necessary for the Housing Authority to operate efficiently. The purpose of this policy is to fairly act upon excessive absenteeism and to make deductions when appropriate and within lawful guidelines for salaried exempt employees.

The Housing Authority may make deductions from salary of exempt employees in the following situations:

 An absence from work for one or more full days for personal reasons, other than approved annual leave, sick leave or disability

 An absence from work for one or more full days due to sickness or disability (not covered under the Housing Authority Wage Continuation Benefit Program) where the salaried employee has exceeded more than 10 paid sick days in the last rolling 12 months. In that event the \*\*\*Executive Director or his/her designee\*\*\* will evaluate with the direct supervisor regarding the employee’s job performance to determine if their attendance is normally regular and predictable, if they are meeting their goals and expectations, and fulfilling other essential functions of their job. If it is determined that the employee is lacking in any of these areas, future full days missed may be unpaid. The employee will be allowed to use any earned vacation or holiday time.

 To offset any amounts received as payment for witness fees or military pay

 Penalties imposed in good faith for violating safety rules of "major significance"

 Unpaid disciplinary suspension of one or more full days imposed in good faith for violations of workplace conduct rules, such as rules prohibiting workplace harassment or workplace violence

 Proportionate part of an employee's full salary may be paid for time actually worked in the first and last week of employment

If the Housing Authority finds that there is a pattern of abuse it reserves the right to take appropriate disciplinary and corrective action, including reclassification to hourly status, demotion, termination, or any other corrective action determined appropriate by the Housing Authority.

Job Descriptions

All employees, regardless of their classification, are expected as an essential function of their jobs to:

 Attend work on a regular and predictable basis

 Complete assigned tasks in a safe manner and in a constant state of alertness

 Uphold Housing Authority policies, including the anti-harassment program

 Work in a cooperative manner with managers, supervisors, coworkers, applicants and residents and the public

 Uphold the highest standard of integrity, honesty and ethical behavior

 Work effectively and efficiently under deadlines

Employees should remember that job descriptions do not necessarily cover every task or duty that might be assigned, and that additional responsibilities may be assigned as necessary. Contact the \*\*\*Executive Director or his/her designee\*\*\* if you have any questions or concerns about your job description.

The \*\*\*Executive Director or his/her designee\*\*\* prepares job descriptions when new positions are created. The Housing Authority makes every effort to create and maintain accurate job descriptions for all positions within the organization. Each description includes a job information section, a job summary section (giving a general overview of the job's purpose), an essential duties and responsibilities section, a supervisory responsibilities section, a qualifications section (including education and/or experience, language skills, mathematical skills, reasoning ability, and any certification required), a physical demands section, and a work environment section.

The Housing Authority maintains job descriptions to aid in orienting new employees to their jobs, identifying the requirements of each position, establishing hiring criteria, setting standards for employee performance evaluations, and establishing a basis for making reasonable accommodations for individuals with disabilities or for those who request a religious accommodation.

The Housing Authority prepares job descriptions when new positions are created. Existing job descriptions are also reviewed and revised in order to ensure that they are up to date. Job descriptions may also be rewritten periodically to reflect any changes in the position's duties and responsibilities. All employees will be expected to help ensure that their job descriptions are accurate and current, reflecting the work being done.

Job Description Procedures

The Housing Authority views the job descriptions prepared and maintained for every position in the organization as one of the most important documents in ensuring effective hiring practices and providing equal employment opportunity to all qualified individuals. The following provisions are designed to ensure the accuracy, completeness, timeliness, and fairness of the Housing Authority's job description procedures.

Basic Responsibilities and Requirements. Whenever a job vacancy occurs, the Executive Director must thoroughly review and revise an existing job description or prepare a new description, if one does not exist. Additionally, as part of the organization's ongoing review process, the \*\*\*Executive Director or his/her designee\*\*\* periodically can request staff assistance in reviewing their department's or unit's job descriptions to ensure that they are accurate, complete, and up-to-date. The \*\*\*Executive Director or his/her designee\*\*\* is available to assist the staff in preparing and reviewing job descriptions or carrying out these periodic reviews. Whenever possible, the reviewing staff member or \*\*\*Executive Director or his/her designee\*\*\* should seek the input of a position's incumbent in reviewing the description's accuracy and completeness.

Identification of Essential Functions. When preparing or reviewing a job description, the Executive Director must identify all of the position's essential functions. In identifying a position's essential functions, it is important to focus on both the purpose of the position and the importance or significance of a particular function in achieving that purpose. No function should be listed as essential if incumbent employees do not perform the function either as a regular part of the job or on an occasional, critical-need basis. If doubt exists as to whether or not a function is essential, the \*\*\*Executive Director or his/her designee\*\*\* is responsible for advising and assisting the manager and making any final determination as to the essential nature of a particular function.

Changes and Modifications in Descriptions. In reviewing a description for an existing position, managers and others involved in the process should be alert to the need to revise and update the description to reflect any changes or other modifications in the job's essential functions, as well as other changes in the job's duties, activities, or requirements, since the last description was prepared. The \*\*\*Executive Director or his/her designee\*\*\* is responsible for determining whether a job analysis of the position should be conducted to formally measure the position's requirements, activities, and responsibilities.

Periodic Reviews of Descriptions. To ensure that the organization's descriptions are accurate and up-to-date, the \*\*\*Executive Director or his/her designee\*\*\* conducts regular periodic reviews of the accuracy and completeness of all job descriptions for positions within the organization. Both managers and incumbent employees are expected to contribute to and cooperate with this review effort. Generally, this ongoing review is designed to ensure that the organization's job descriptions contain information that accurately reflects each position's functions, duties, responsibilities, purpose, working conditions, and reporting relationships as well as the knowledge, skills, and abilities required of incumbent employees.

Compensation Policy

The Housing Authority's compensation program is designed to achieve the following goals:

• ensuring fair and consistent pay practices;
• complying with applicable federal and state laws and regulations;
• operating within the constraints of the Housing Authority 's budgetary process and financial resource limitations;
• ensuring administrative efficiency; and
• allowing the Housing Authority to offer competitive salaries relative to the labor markets in which the Housing Authority recruits.

The Housing Authority participates in periodic salary surveys with many other Public Housing Authorities in the State of Alabama and Southeast. Note: salary surveys must be conducted with agencies that have comparable numbers of employees, housing units and operate similar HUD programs. Other market salary/benefits surveys will be conducted as may be required periodically by HUD. The results of these surveys, and other salary indicators, may be used to provide the Board of Commissions guidance on competitive salaries and benefits.

Salary Administration

1. Purpose: The Housing Authority’s salary administration system is intended to support the Housing Authority’s goals of:

• ensuring external and internal pay equity and consistency within the various Properties and departments of the Housing Authority;
• providing consistent and systematic methods for establishing and applying pay and salary grades; and
• obtaining the highest degree of employee morale, motivation, and performance by offering competitive salaries.

2. Program Components: The Housing Authority uses an organized and systematic method of classifying jobs and administering salaries to ensure that pay levels are competitive and internally equitable. The Housing Authority’s salary administration program has four major components:

a. Job analysis. This is a systematic process for determining the tasks that constitute a particular job and the skills and knowledge required to perform it. The end result of job analysis is a job description, which is a factual description of the job's essential and nonessential functions and the qualifications necessary to perform the job.

b. Job evaluation. Job evaluation is a systematic process for determining the relative worth of jobs using the services of an outside consultant.

c. Salary structure. The salary structure may be a system of salary grades and ranges.

d. Job classification. Job classification is the final result of the three steps just described. It simply means properly matching each employee to the appropriate job description, salary grades and ranges.

3. Compensation Committee: To maintain the integrity and credibility of the salary program, the Housing Authority from time to time may establish a Compensation Committee to periodically review the program and make recommendations to the Board of Commissioners.

Interviewing Procedures

The Housing Authority is committed to hiring the most qualified employees without regard to race, color, age, religion, national origin, sexual orientation, gender identity, gender, or disability. Accordingly, managers, supervisors, contract recruiters, and any other personnel involved in interviewing or communicating with job applicants must follow these interviewing procedures and avoid any form of discrimination, intentional or unintentional.

Applications will only be taken for open positions that have been posted and/or advertised by the Housing Authority. An application is only to be valid for a period not to exceed 60 days or until the position is filled, whichever is shorter.

Preliminary Activities. The \*\*\*Executive Director or his/her designee\*\*\* or Supervisor generally conducts an initial review of all applications and resumes. The purpose of this initial screening is to select individuals with at least the minimum qualifications for the job. The resumes and recommendations of those individuals are forwarded to the Executive Director if for a senior staff position, who selects individuals for interviews. Applicants should never be asked to provide photographs. In preparation for an interview, the hiring supervisor should assemble:

• the candidate's background and any references the candidate has provided;

• the current job description for the position being filled (NOTE: Job descriptions must be in writing and up-to-date before a job is posted or advertised and before any interviewing can begin); and

• a list of job-related questions that all applicants are asked.

Accommodating Disabilities. The Housing Authority provides individuals with disabilities the reasonable accommodations they need to interview. Interviews should be held in offices or conference rooms that are private and easily accessible to individuals with disabilities.

Conducting the Interview. The hiring supervisor should observe the following guidelines when conducting an interview:

• Welcome the applicant. Put the applicant at ease. While some interviews might begin with small talk—for example, the weather or traffic—interviewers must avoid straying into subjects such as marital or family status, religion, or the state of the applicant's health.

• Outline the interview. Let the applicant know how the interview will be structured and any time limits.

• Describe the job clearly. Go over the job description. Give details about job duties, required skills, working conditions, hours, and compensation and benefits. Do not hesitate to politely bring the interview to a close if the applicant is not willing to accept the salary or if he or she clearly and admittedly does not have the minimum qualifications needed to perform the job.

• Ask questions. All questions asked during the interview must be relevant to the performance of the job. Keep questions focused on the job description and the skill sets necessary to perform essential job functions.

• Listen. A common mistake made by interviewers is to dominate the discussion. Let the applicant talk.

• Answer the applicant's questions. Applicants should be invited to ask any questions they have about the position or the Housing Authority.

• Close the interview properly. Thank the applicant. Do not make any representations or promises other than that the Housing Authority will notify both successful and unsuccessful applicants. Give a conservative estimate as to when a hiring decision will be made, since hiring decisions sometimes take longer than initially anticipated.

• Record information contemporaneously. Write down the specific facts learned about the applicant's qualifications. For each applicant, complete an Applicant Evaluation Form, attach it to the individual's application, and return both to the \*\*\*Executive Director or his/her designee\*\*\*.

INTRODUCTORY PERIOD

The Introductory Period is intended to give new and rehired, transferred, and promoted employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Housing Authority uses this period to evaluate employee capabilities, work habits, and overall performance. Employees are encouraged to ask questions so that they will have a clear understanding of the job and performance expectations. All new employees shall receive an orientation to advise him/her of the policies of the Housing Authority. Each employee shall complete all necessary forms and sign for his/her copy of this Handbook.

All new and rehired employees work on an introductory basis for the first (6) six-months after their date of hire. All promoted and transferred employees work on an introductory basis for the first (6) six-months after the date of promotion or transfer. Any significant absence will automatically extend an Introductory Period by the length of the absence. If the Housing Authority determines that the designated Introductory Period does not allow sufficient time for thorough evaluation of the employee's performance, the Introductory Period may be extended for a specified period.

At least two (2) two-weeks prior to the expiration of the introductory period, the department head shall complete a performance evaluation on the introductory employee and notify the \*\*\*Executive Director or his/her designee\*\*\* or his/her designee and the introductory employee as to whether the service of the employee has been satisfactory and whether the employee should be continued in his/her position on a regular basis. The \*\*\*Executive Director or his/her designee\*\*\* shall make the final decision with regards to the introductory employee’s status. Until notified in writing, the employee will be considered to still be in introductory status, which may be extended.

Upon satisfactory completion of the introductory period, employees enter the “regular” employment classification.

NON-DISCLOSURE

The Housing Authority prohibits disclosure of any information relating to the Housing Authority’s applicants and residents or prior applicants and residents, Board Members, or Staff. Therefore, personal information or other information relating to the Housing Authority’s applicants and residents may not be used by employees for any purpose which is not directly related to the Housing Authority’s business. Likewise information relating to the Housing Authority’s business may not be disclosed by employees to any person or entity who is not employed by the Housing Authority and/or is not authorized to receive or use the information.

Former employees may not disclose the Housing Authority’s business information, or information relating to any person or entity for any purpose whatsoever.

Prohibited confidential, personal and business information includes, but is not limited to, the following: applicant information; compensation and employee data; financial information; labor relations strategies; pending projects and proposals; resident file information; computer passwords issued to employees; information about other employees obtained by the Housing Authority; e-mail correspondence; names, addresses, telephone numbers of the Housing Authority’s applicants and residents or prior applicants and residents.

Any employee who improperly discloses or uses confidential information will be subject to disciplinary action, up to and including termination of employment and/or legal action.

Employees who are exposed to confidential information will be required to sign an employee confidentiality agreement as a condition of employment. Upon termination of employment, all the Housing Authority’s records, including but not limited to handbooks, disks, and computer records relating to confidential information, must be returned to the Housing Authority.

EMPLOYEE BENEFITS

BENEFIT PROGRAMS

Eligible employees at the Housing Authority are provided a wide range of benefits. Some of the benefits are provided through the Housing Authority. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification and date of hire. Details of many of these programs can be found elsewhere in the employee handbook or in a Benefits Booklet or in Summary Plan Descriptions, some benefit programs require contributions from the employee.

The Housing Authority reserves the right to amend or terminate any of these programs or to require or increase employee premium contributions toward any benefits with or without advance notice at its discretion. This reserved right may be exercised in the absence of financial necessity. Whenever an amendment is made to any of the Housing Authority's benefits programs, the Executive Director will draft and submit the amendment to the Housing Authority Board of Commissioners for review and approval. The respective plan administrator will notify plan participants of all approved amendments or plan terminations. The Housing Authority also reserves the discretionary authority to interpret all provisions of these programs. Employees who engage in “gross misconduct” may not be eligible to receive or participate in any or all of the Employee Benefits. The discretionary authority to decide eligibility is specifically reserved to the Housing Authority. Gross misconduct may be intentional, wanton, willful, deliberate, reckless or in deliberate indifference to the Housing Authority’s interest. It is misconduct beyond mere minor breaches of employee standards, but conduct which would be considered gross in nature. If there a conflict between language in the employee handbook and language in an official plan document (such as the group health insurance policy) the official plan document governance. From time to time, you may receive updated information concerning changes in policy.

For more complete information regarding any of our benefits programs, please contact the \*\*\*Executive Director or his/her designee\*\*\*.

BENEFIT CONTINUATION UNDER COBRA

Continuing or Converting Your Group Health Insurance Coverage (COBRA)

If you resign or are terminated from the Housing Authority's employ or if your work hours are reduced, and if this event makes you or your dependents no longer eligible to participate in one of our group health insurance plans, you and your eligible dependents may have the right to continue to participate for up to eighteen months at your (or your dependents') expense. If you are determined to be disabled under the Social Security Act at the time your termination or reduction in hours occurs, you may be entitled to continuation coverage for up to twenty-nine months. *Important Notice: If you are covered by a Housing Authority Group Insurance Plan that has less than 20 employees COBRA coverage may or may not apply depending on the policy of your Insurer. Contact your Insurer for Information*

You are receiving this notice because you may be covered under one or more group health plans. The plan (or plans) under which you have become covered are listed at the end of this notice and are referred to collectively in this notice as "the plan." This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the plan. This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the plan when they would otherwise lose their group health coverage. For more information about your rights and obligations under the plan and under federal law, you should review the plan’s summary plan description or contact the Plan Administrator for the plan. You will find the name, address, and telephone number of the Plan Administrator at the end of this notice.

What Is Cobra Continuation Coverage?

COBRA continuation coverage is a continuation of plan coverage when coverage would otherwise end because of a life event known as a “qualifying event.” Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the plan is lost because of the qualifying event. However, you and your family members are not entitled to COBRA coverage if you are employed as a nonresident alien who received no U.S. source income. Under the plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

What Are Qualifying Events For A Covered Employee?

If you are a covered employee, you will become a qualified beneficiary if you lose your coverage under the plan because either one of the following qualifying events happens:

 Your hours of employment are reduced, or

 Your employment ends for any reason other than your gross misconduct.

What Are Qualifying Events For A Covered Spouse?

If you are the spouse of a covered employee, you will become a qualified beneficiary if you lose your coverage under the plan because any of the following qualifying events happens:

 Your spouse dies;

 Your spouse’s hours of employment are reduced;

 Your spouse’s employment ends for any reason other than his or her gross misconduct;

 Your spouse becomes enrolled in Medicare (under Part A, Part B, or both); or

 You become divorced from your spouse.

If your spouse cancels your coverage under the plan in anticipation of divorce and a divorce later occurs, the divorce may be considered a qualifying event even though you actually lost coverage under the plan earlier. If you timely notify the Plan Administrator of the divorce and can establish that the covered employee canceled your coverage under the plan in anticipation of divorce, COBRA coverage may be available to you beginning on the date of your divorce (but not for the period between the date your coverage ended and the date of the divorce). See the rules below under "You Must Give Notice of Some Qualifying Events" regarding your obligation to provide timely notice to the Plan Administrator and the procedures for doing so.

What Are Qualifying Events For Covered Dependent Children?

Your dependent children will become qualified beneficiaries if they lose coverage under the plan because any of the following qualifying events happens:

 The parent-employee dies;

 The parent-employee’s hours of employment are reduced;

 The parent-employee’s employment ends for any reason other than his or her gross misconduct;

 The parent-employee becomes enrolled in Medicare (under Part A, Part B, or both);

 The parents become divorced; or

 The child stops being eligible for coverage under the plan as a “dependent child.”

A child of the covered employee or former employee who is receiving benefits under the plan pursuant to a qualified medical child support order is entitled to the same rights under COBRA as a dependent child of the covered employee. A child born to, adopted by or placed for adoption with a former employee during the period of COBRA coverage may also be a qualified beneficiary if the former employee is a qualified beneficiary who has elected COBRA coverage.

Additional Qualifying Event For Covered Retirees

If the plan provides retiree health coverage, sometimes filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to the employer sponsoring the plan, and that bankruptcy results in the loss of coverage of any retired employee covered under the plan, the retired employee will become a qualified beneficiary with respect to the bankruptcy. The retired employee’s spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the plan.

When Is Cobra Coverage Available?

The plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, commencement of a proceeding in Bankruptcy with respect to the employer if the plan provides retiree health coverage, or the employee's becoming enrolled in Medicare (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

You Must Give Notice Of Some Qualifying Events

For the other qualifying events (divorce of the employee and spouse or a dependent child’s losing eligibility for coverage as a dependent child), you must timely notify the Plan Administrator in writing (using the procedures specified in the paragraph below entitled "Qualifying Event Notice Procedures") within 60 days after the qualifying event occurs or within 60 days after the date on which coverage would be lost because of the event, whichever is later. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator during the 60-day notice period, any spouse or dependent child who loses coverage under the plan will not be offered the option to elect COBRA coverage as a result of these qualifying events.

Qualifying Event Notice Procedures: Any notice of a qualifying event that you provide must be in writing. Oral notice, including notice by telephone, is not acceptable. You must mail or hand deliver your notice to the Plan Administrator identified at the end of this notice. Your notice must be received by the Plan Administrator no later than the last day of the required 60-day notice period unless you mail it. If mailed, your notice must be postmarked no later than the last day of the required 60-day period. The notice you provide must state:

 the name of the plan or plans under which you lost or are losing coverage,

 the name and address of the employee covered under the plan,

 the name(s) and address(es) of the qualified beneficiary(ies), and

 the qualifying event and the date of the qualifying event.

If the qualifying event is a divorce, your notice must include a copy of the divorce decree. For your convenience, we have attached a form of Notice by Qualified Beneficiaries of Initial Qualifying Event that you may use to notify the Plan Administrator of a qualifying event. You may also get a copy of this form, at no cost to you, from the Plan Administrator.

Other Notices You Must Give: You must also give notice of other events that are described later in this notice. For example, please refer to the later paragraphs in this notice entitled "Disability extension of 18-month period of continuation coverage" and "Second qualifying event extension of 18-month period of continuation coverage" for the notice procedures and notice time periods that apply to you in those circumstances.

How Is Cobra Coverage Provided?

Once the Plan Administrator receives timely notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children. COBRA continuation coverage is a temporary continuation of coverage.

Duration Of Cobra Coverage For Covered Employees

If you are the covered employee and the qualifying event is the end of employment or reduction in hours of employment, COBRA continuation coverage will continue for up to a total of 18 months from the date of your termination of employment or reduction in hours, assuming you pay your COBRA premiums on time. If, apart from COBRA, your employer continues to provide coverage to you after your termination of employment or reduction in hours (regardless of whether such extended coverage is permitted under the terms of the plan), the extended coverage you receive will ordinarily reduce the time period over which you may buy COBRA benefits.

If you are the covered employee and you are on a leave of absence covered by the Family and Medical Leave Act of 1993 (FMLA), and you do not return to work, you will be given the opportunity to buy COBRA coverage. The period of your COBRA coverage will begin when you fail to return to work following the expiration of your FMLA leave or you inform your employer that you do not intend to return to work, whichever occurs first.

Duration of Cobra Coverage For Covered Spouses And Dependent Children

If you are a covered spouse or dependent child and the qualifying event is the end of employment or reduction of the employee's hours, COBRA continuation coverage generally lasts for up to a total of 18 months from the date of termination of employment or reduction in hours, provided that COBRA premiums are paid on time. However, if the covered employee became enrolled in Medicare before the end of his or her employment or reduction in hours, COBRA continuation for the covered spouse and dependent children will continue for up to 36 months from the date of Medicare enrollment or 18 months from the date of termination of employment or reduction in hours, whichever period ends last. For example, if a covered employee becomes enrolled in Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare enrollment, which is equal to 28 months after the date of the qualifying event that is termination of employment (36 months minus 8 months).

If you are a covered spouse or dependent child and the qualifying event is the death of the employee, the employee's becoming enrolled in Medicare (under Part A, Part B, or both),your divorce, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months, provided that COBRA premiums are paid on time.

There are two ways in which the 18-month period of COBRA continuation coverage can be extended.

Disability Extension Of 18-Month Period Of Continuation Coverage

If you or anyone in your family covered under the plan is determined by the Social Security Administration (SSA) to be disabled and you timely notify the Plan Administrator or its designee in writing, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. In order for this disability extension to apply, you must timely notify the Plan Administrator or its designee in writing (using the SSA Disability Notice procedures specified below) of the SSA disability determination before the end of the 18-month period of continuation coverage and within 60 days after the later of (i) the date of the initial qualifying event, (ii) the date on which coverage would be lost because of the initial qualifying event, or (iii) the date of the SSA disability determination.

SSA Disability Notice Procedures: Any SSA disability notices that you provide must be in writing. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand deliver your notice to the Plan Administrator.

Your notice must be received by the Plan Administrator no later than the last day of the required 60-day notice period unless you mail it. If mailed, your notice must be postmarked no later than the last day of the required 60-day notice period. The notice you provide must state:

 the name of the plan or plans under which you lost or are losing coverage,

 the name and address of the employee covered under the plan,

 the name(s) and address(es) of the qualified beneficiary(ies),

 the qualifying event and the date of the qualifying event,

 the name of the disabled qualified beneficiary,

 the date that the qualified beneficiary became disabled, and

 the date that the SSA made its determination of disability.

Your notice must also include a copy of the SSA disability determination. For your convenience, we have prepared a form of Notice by Qualified Beneficiaries that you may use to notify The Plan Administrator of a SSA disability determination. You may get a copy of this form, at no cost to you, from either the Plan Administrator or The Plan Administrator. If these procedures are not followed or if the notice is not provided in writing to The Plan Administrator within the required time period, there will be no disability extension of COBRA continuation coverage. You must also notify The Plan Administrator within 30 days of any revocation of Social Security disability benefits

Second Qualifying Event Extension Of 18-Month Period Of Continuation Coverage

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if timely notice of the second qualifying event is properly given to the plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes enrolled in Medicare (under Part A, Part B, or both),or gets divorced, or if the dependent child stops being eligible under the plan as a dependent child, *but only if the event would have caused the spouse or dependent child to lose coverage under the plan had the first qualifying event not occurred.*

For example, the former employee becoming enrolled in Medicare will rarely be a second qualifying event that would entitle the spouse or dependent children to extended COBRA coverage. This is so because, for almost all plans that are subject to COBRA, this event would not cause the spouse or dependent children to lose coverage under the plan had the first qualifying event not occurred.

In order for this 18-month extension to apply, you must timely notify the Plan Administrator in writing (using the notice procedures specified in the above paragraph entitled "Qualifying Event Notice Procedures") of the second qualifying event within 60 days after the second qualifying event occurs or within 60 days after the date on which coverage would be lost because of the event, whichever is later. In addition, your notice must also name the second qualifying event and the date of the second qualifying event. For your convenience, we have prepared a form of Notice by Qualified Beneficiaries that you may use to notify the Plan Administrator of a second qualifying event. You may get a copy of this form, at no cost to you, from the Plan Administrator. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator during the required 60-day notice period, there will be no extension of COBRA coverage as a result of the second qualifying event.

If You Have Questions

Questions concerning your plan or your COBRA continuation coverage rights should be addressed to the Plan Administrator. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor’s Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA’s website.)

Keep Your Plan Informed Of Address Changes

In order to protect your family’s rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

For Plan Contact Information contact the \*\*\*Executive Director or his/her designee\*\*\*.

UNEMPLOYMENT COMPENSATION BENEFITS

The Housing Authority is covered by the Alabama Unemployment Compensation Law, which is implemented by the Alabama Department of Industrial Relations. This government-operated system of insurance is intended to protect employees against the complete loss of income during temporary periods of unemployment by providing a weekly cash benefit to eligible employees who are not otherwise disqualified from receiving all or a portion of the benefits. The eligibility requirements and a list of reasons for disqualification are set out in the law. Employees do not pay any part of the fund that provides this benefit.

This policy also constitutes the Housing Authority’s warning and notice that unemployment benefits shall not be allowed to an employee having a confirmed positive drug test or to an employee who refuses to submit to or cooperate with a blood or urine test, or who knowingly alters or adulterates the blood or urine specimen.

Section 25-4-78 of the Alabama Unemployment Compensation Law provides in pertinent part as follows:

A confirmed positive drug test that is conducted and evaluated according to standards set forth for the conduct and evaluation of such tests by the U.S. Department of Transportation in 49 C.F.R. part 40 or standards shown by the employer to be otherwise reliable shall be a conclusive presumption of impairment by illegal drugs. No unemployment compensation shall be allowed to an employee having been warned that such a positive test could result in dismissal pursuant to a reasonable drug policy. . . . Further, no unemployment compensation benefits shall be allowed if the employee refuses to submit to or cooperate with a blood or urine test as set forth above, or if the employee knowingly alters or adulterates the blood or urine specimen.

WORKERS’ COMPENSATION

An employee who suffers an on the job injury or job-related illness may be entitled to benefits under the Alabama Workers’ Compensation law. In the event of an injury, even if the employee considers it insignificant, the employee shall, immediately report the injury to their immediate supervisor and submit to drug/alcohol screening. If the injury occurs during non-business hours, the employee shall contact the \*\*\*Executive Director or his/her designee\*\*\* as soon as possible and the injured employee must seek treatment at the closest emergency room. Failure to timely report a workers’ compensation injury (no later than the end of the shift) or failure to utilize the Housing Authority designated clinic may constitute a refusal to test under the Housing Authority’s drug testing policy. Additionally, failure to use the clinic designated for post-accident treatment, may be classified as a refusal to test.

The Alabama Workers’ Compensation law provides that no compensation shall be allowed for any accident or death resulting from an employee being intoxicated from the use of alcohol or being impaired due to the use of illegal drugs. The governing statute further provides that a positive drug test which is conducted in accordance with standards adopted by the U.S. Department of Transportation (49 C.F.R. Part 40) shall be considered a conclusive presumption of impairment resulting from the use of illegal drugs. Furthermore compensation will be disallowed to an employee who refuses to submit or cooperate with a post-accident drug or alcohol test.

**Post-Accident/Incident Testing**: may be conducted under any of the following circumstances: 1) the employee involved in the incident/accident was actively engaged in the activity which objectively could have caused or contributed to the injury or damage; or 2) the employee was operating, controlling, or repairing any machinery, tool, device, equipment or vehicle that was involved in the incident/accident; or 3) the employee’s action or in-action was likely a contributing factor to the incident/accident or cannot be completely discounted as a contributing factor based on current info; or 4) testing is being conducted as part of the \*\*\*Housing Authority\*\*\*’s Post Incident/Accident Investigation related to possible Workers’ Compensation Disqualification; or 5) testing is being conducted for other non-injured employees whose actions, or in-action, could have contributed to the incident/accident as part of a root cause investigation; or 6) post-accident drug testing is required by the Housing Authority’s Workers’ Compensation State Compliant Drug Free Workplace Policy as a loss time injury, or by the Workers’ Compensation Fund or Carrier.

HOURS OF WORK

WORK SCHEDULES

The "regular" workweek for most employees consists of (40) forty-hours of work. The workweek begins on 5:01 p.m. on Friday and ends at 5:00 p.m. the following Friday. Work hours are posted on the employee bulletin boards. Each employee is required to be present and ready to work as scheduled. Staffing needs and operational demands of some departments may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. No minimum or maximum number of hours is guaranteed.

If for any reason an employee is unable to work at his or her designated time, he or she must telephone or otherwise notify his/her immediate supervisor prior to that starting time. Failure to do so may result in disciplinary action, up to and including immediate dismissal.

TIMEKEEPING

An employee should not clock in until he or she is ready to work. All non-exempt employees must clock in no more than (7) minutes before their designated starting times and shall not start work until the designated time. If an employee desires to leave the premises during working hours, he or she must notify the immediate supervisor and receive permission before departure. If an employee fails to clock in or out at the appropriate time, or if errors occur during clocking in or out, he or she should contact their immediate supervisor. Non-exempt employees must clock out at their designated ending time for work and they are not allowed to work after clocking out.

Employees are prohibited from altering, falsifying, or tampering with time cards. Furthermore, an employee may not punch another employee's time card. Any employee who fails to comply with this policy may be subject to disciplinary action, up to and including termination of employment.

All non-exempt employees may be required to record "time worked" on any particular complex/site/project for purposes of charging time to particular complex/site/project accounts, when the Housing Authority has more than one Asset Management Project (AMP) number, and to periodically certify that their time entries are correct and all the time worked in a particular pay period. . Time worked is the time actually spent on the job performing assigned duties.

TARDINESS AND PARTIAL ABSENCES

All employees are expected to report to work at their assigned stations on time during scheduled working hours. Each employee shall be considered late if he/she has not punched in on or before the required work time. The reporting of such tardiness shall apply to any tardiness including lunch hours and work breaks.

All employees are expected to contact their immediate supervisor (30) thirty-minutes prior to the commencement of regular working hours, if, for any reason, they will be unable to report to work as scheduled.

Absences, which are neither supported in writing by the employee’s physician nor authorized by the employee’s supervisor, will subject an employee to disciplinary action, up to and including termination.

Supervisors are responsible for notifying the Executive Director of any unauthorized absences or excessive tardiness. This notification should be in writing and will become part of the employee’s personnel file.

MEAL & BREAK PERIODS

MEALS

All full-time employees are provided with one (1) meal period each workday. Staffing needs and operational demands of some departments may necessitate rotation in meal times. The Executive Director will issue written guidelines for meal periods consistent with the needs and operating requirements of each respective department. Non-exempt employees are relieved from any job duties during the meal period and will not be compensated for that time. Non-exempt employees are relieved of all duties during the meal period and may not eat at their desks or at workstations.

BREAK PERIODS

All full-time employees typically receive a fifteen-minute break during each four-hour work period. The \*\*\*Executive Director or his/her designee\*\*\* or Supervisors may issue more specific directives specifying break times and procedures including limiting the number of employees breaking at one time.

# OVERTIME

Employee Status

Employees may be required to work overtime from time to time, and all employees may perform such overtime when, and only when, specifically instructed to do so by his/her immediate supervisor except in emergencies. Non-exempt employees shall not take work home unless specifically instructed in writing in advance by their immediate supervisor and then only when an agreement has been reached as to the amount of afterhours work time is allowed. Each employee is designated as either NON-EXEMPT or EXEMPT from the Fair Labor Standards Act (FLSA) provisions governing overtime compensation.

Calculating Overtime

Non-exempt employees, except Law Enforcement personnel, are paid at a rate of one and one half-times the regular rate of pay for all hours worked in excess of (40) forty-hours in a work week.

Submitting Overtime/Record-Keeping

Overtime Policy: For eligible employees any time worked after (8) eight-hours in any day but before (40) forty-hours in the current work week the employee will be given time off, at the rate of hour for hour, at the discretion of Housing Authority management before the employee has accumulated (40) forty-hours in the current work week. If the employee is not given time off, hour for hour, before (40) forty-hours in the current workweek are accumulated the employee will be paid overtime for any hours over (40) forty-hours at the rate of time and one-half.

On Call Pay

Employees who are on call, are provided with a cell phone or pager. Employees who are on-call shall not use alcoholic beverages or any impairing effect drugs or medications. They should be able to respond in a reasonable time. If non-exempt, the employee will be paid for the time responding and doing actual work.

EMERGENCY CLOSING PLAN

At times, emergencies such as severe weather, fires, or power failures can disrupt Housing Authority operations. In extreme cases, these circumstances may require the closing of the office. Unless there is an announcement that the facility is closed, you should assume that the Housing Authority is open and employees not reporting to work shall be charged against available Annual Leave and/or face disciplinary action. Refer to the practices posted or announced for emergencies.

PAYMENT OF WAGES

All employees will be paid bi-weekly on Friday unless pay date falls on a Housing Authority observed holiday in which case employees will be paid on the first workday after the holiday. If available, the Housing Authority may use direct deposit.

The Housing Authority is required by law to make various deductions, such as State and Federal Withholding Tax and Social Security Tax (FICA). If you feel your paycheck is in error, or if you have any questions regarding your pay rate or withholding, advise the \*\*\*Executive Director or his/her designee\*\*\*.

PAY ADVANCES

Pay advances are not allowed under any circumstances.

TIME OFF (PAID AND UNPAID)

HOLIDAYS

Holidays Observed:

|  |  |
| --- | --- |
| HOLIDAY | OBSERVED |
| New Year's Day | January 1st |
| Martin Luther King | 3rd Monday in January |
| Memorial Day | Last Monday in May |
| Independence Day | 4th of July |
| Labor Day | 1st Monday in September |
| Columbus Day | 2nd Monday in October |
| Thanksgiving Day | 4th Thursday in November |
| Day After Thanksgiving | Day after Thanksgiving |
| Christmas Day | 25th of December |

Holiday pay will be calculated based on the employee's regular pay rate (as of the date of the holiday) times eight hours. All regular full-time, part-time, and introductory employees are eligible for holidays if they are in paid status the day before and the day after the holiday. Employees on unpaid leave are typically not eligible for holiday pay (see FMLA policy for exception). Employees on approved leave are considered working if a holiday falls in their vacation period and shall not be charged leave time for that day. To be entitled to holiday pay for an authorized paid holiday, an eligible employee must either be present at work or on approved leave with pay the workdays scheduled immediately preceding and following a paid holiday. If an absence is unauthorized for either of these days, holiday pay will not be paid.

Holidays falling on Saturday will be observed on the preceding Friday. Holidays falling on Sunday will be observed the following Monday.

Holiday time is a benefit granted to the employees by the Housing Authority. As such, all holiday time records will be kept and maintained separately from overtime records. This section applies only to those departments that may be required to be open during a holiday.

ANNUAL LEAVE

Annual leave will be earned from initial service date by all full time regular employees as follows:

|  |  |
| --- | --- |
| Time in Service | Leave Earned |
| Less than 1 year of service | 5 days at successful completion of introductory period |
| One year but less than 5 | 3.69 hrs each pay period |
| 5 years but less than 10 | 5.53 hrs each pay period |
| 15 years or more | 7.38 hrs each pay period |
| Exempt Positions  | 7.38 hrs each pay period |

The maximum annual leave that will be allowed to be accumulated and carried over at the end of a calendar year will be 30 days, or 480 hours. Any leave earned in excess of 30 days and not used by the end of the fiscal year will be lost.

SICK LEAVE/PERSONAL DAYS

Sick leave will be earned as follows:

|  |  |
| --- | --- |
| Time in Service | Leave Earned |
| Less than 1 year of service | 6 days at employment |
| Over 1 year | 3.69 hrs per pay period |

Sick leave/personal days are provided for use during periods of temporary absence due to illnesses or injuries. All regular full‑time and certain qualifying part-time employees shall be allowed to earn sick leave/personal days. Sick leave days are not a right for which employees may make a demand, but a privilege granted in accordance with prescribed rules and regulations.

Eligible employees may only use sick leave for the following:

 Personal illness of the employee, including inability to work due to pregnancy, childbirth or related medical conditions;

 Personal medical and dental appointments;

 Illness arising from exposure to contagious disease endangering the health of the other employees;

 For the employee to receive treatment, care and/or counseling, as either an inpatient or an outpatient, for substance abuse at a duly licensed treatment facility;

 Illness, in the employee’s immediate family, which necessitates his/her absence from work. In this case “immediate family” shall be defined as the employee’s spouse, children and parents;

 Employees who are unable to report to work due to illness or injury should notify their supervisor thirty minutes before the scheduled start of their workday if possible. The supervisor must also be contacted on each additional day of absence. A physician’s statement may be required at the discretion of the \*\*\*Executive Director or his/her designee\*\*\*.

If an employee is absent for three (3) or more consecutive work days due to illness or injury, a physician's statement must (may) be provided verifying the illness and its beginning date and expected ending date. Such verification may also be requested for sick leave absences which are less than 3 days. Such verification may be required as a condition to receiving sick leave benefits or for the absence to be excused. Excused absences are not counted against an employee during annual evaluations.

Before returning to work from a sick leave absence of three (3) calendar days or more, an employee must (may be required) provide a physician's verification they have reviewed the employees job duties (job description) that he or she may safely return to work and can perform the essential functions of their position. Sick leave will be calculated based on the employee's base pay rate at the time of the absence.

Sick leave is intended solely to provide income protection for the events described in this policy, and may not be used for any other absence.

Sick Leave/Personal Days are not a vested benefit and any unused Sick Leave/Personal Days are not paid upon separation. However, such days may be used at time of retirement: (a) to qualify for the twenty-five years of service requirement or (b) as additional retirement time.

FAMILY AND MEDICAL LEAVE ACT OF 1993 “FMLA”

**Although the Housing Authority meets the qualifications to be considered an FMLA employer, because it has less than 50 employees they do not meet the qualifications for participation. However, the Housing Authority will generally follow the FMLA guidelines but not be bound by them.**

Uses of FMLA leave. In accordance with the Family and Medical Leave Act, the Housing Authority grants leave without pay to eligible employees for up to 12 weeks in a rolling 12-month period (*measuring a “rolling” 12-month period backward from the date employees take any FMLA leave*) to all employees who work at a location that has a total of 50 employees working within 75 miles. To be eligible for FMLA leave, employees must have worked for the Housing Authority for 12 months and have worked at least 1,250 hours in the 12 months prior to taking FMLA leave. This FMLA leave is a guaranteed period of time eligible employees can be absent from work with job protection. The time off is not paid, unless the employee is taking vacation or other paid leave concurrently with FMLA leave. Employees can request or use FMLA leave to cover the time they need to be away from work for any of the purposes listed below:

Reasons for and Amount of FMLA Leave

Eligible employees can take up to 12 weeks of FMLA leave in a 12-month period because:

• of the birth and to care for their newborn child;

• of the placement with them of a child for adoption or foster care;

• they want to care for their spouse (the definition of "spouse" shall include employees in a legal same-sex marriage regardless of the state in which the employee resides).

, child, or parent who has a serious health condition;

• their own serious health condition prevents them from performing their job duties; or

• their spouse, child, or parent is called up for or is on active duty in the Armed Forces and employees' circumstances justify their need for leave.

Employees can take FMLA leave for their biological children, adopted children, foster children, stepchildren, legal wards, or children for whom employees have day-to-day and financial responsibility. Children must be under age 18, or over 18 and incapable of self-care because of a physical or mental disability.

Service member family leave*.* Eligible employees can take up to 26 weeks of FMLA leave in a single 12-month period because their spouse, child, parent, or next of kin (nearest blood relative) is seriously ill or injured as a result of serving on active duty in the Armed Forces. (Please note that an employee’s total combined FMLA leaves for all reasons cannot exceed 26 weeks in a rolling 12 months).

Married co-workers*.* If two spouses both work for the Housing Authority, they are limited to a combined total of 12 weeks of FMLA leave because of the birth, adoption, or foster care placement of a child, or to care for a parent with a serious health condition. If the spouses have taken less than the full 12 weeks of FMLA leave during the 12-month period, they are each entitled to take the difference between 12 weeks and the amount of FMLA leave they took individually due to their own serious health condition, or to care for a child or spouse with a serious health condition. If two spouses both work for the Housing Authority, they are limited to a total of 26 weeks for service member family leave and all other FMLA-qualifying reasons in a single 12-month period.

Requesting leave

Employees requesting FMLA leave must give 30 days' advance notice to their supervisors. If the need for leave is unforeseeable, such as in the case of medical emergencies, employees must inform the \*\*\*Executive Director or his/her designee\*\*\* as soon as they are aware of the need for leave, but no less that 2 days from the beginning of their absence. Employees will receive a Request for Family and Medical Leave form to complete and submit to the \*\*\*.Executive Director or his/her designee\*\*\*. If FMLA leave is taken because of employees' or their family members' serious health condition or for service member family leave, employees will receive a Certification of Health Care Provider form to complete and submit before the leave begins or within 15 days if advance notice is not provided. Employees who request FMLA leave because their spouse, parent, or child is called up for or is on active duty in the Armed Forces will receive an Active Duty Certification form to complete and submit.

Medical Certification. The Housing Authority requires a medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member. If the leave is foreseeable, the employee should give 30 days notice and provide Medical Certification before the leave begins. If an employee fails to give timely advance notice when the need for FMLA leave is foreseeable, the employer may delay the taking of FMLA leave until 30 days after the date the employee provides notice to the employer of the need for FMLA leave.

The employee must return the Medical Certification form within 15 calendar days of receipt, or the leave will not be considered FMLA leave and will result in the absences being treated as unexcused. The Housing Authority may delay consideration of FMLA leave until the employee submits the Certification. If the employee never produces the certification, the leave is not an FMLA leave. If the employee refuses to execute a HIPAA authorization to allow the Housing Authority to obtain information from the Health Care Provider in accordance with FMLA Regulations, the leave is not an FMLA leave. An employer who has reason to doubt the validity of a medical certification may require the employee to obtain a second opinion at the employer's expense.

After employees submit all of the required forms, they will be notified in writing whether their request for FMLA leave is approved. During leave, employees must keep the \*\*\*Executive Director or his/her designee\*\*\* informed of the estimated duration of leave and their intended date to return from leave. The Housing Authority, in its sole discretion, reserves the right to waive the requirement that a Certification of Health Care Provider be provided. If you give notice to a supervisor that you need FMLA leave, and you have not been contacted by the \*\*\*Executive Director or his/her designee\*\*\* within 48 hours, you should consider that no notice has been provided to the Housing Authority regarding your need for FMLA Leave.

Scheduling FMLA Leave

FMLA leave can be taken all at once or, under certain circumstances, on an intermittent or reduced leave schedule. Intermittent leave is leave taken in separate blocks of time for a single FMLA-qualifying reason. An FMLA reduced leave schedule is a work schedule that reduces employees' usual number of working hours per workday or workweek. Where employees have some control over the timing of their leave, they are expected to consult with their supervisors to try to arrange a mutually acceptable time. Employees will be informed whether they can take intermittent leave or a reduced leave schedule when they apply for FMLA leave.

Pay and Benefits During FMLA Leave

FMLA leave is unpaid. The Housing Authority requires employees to substitute all of their accrued vacation, sick, personal time orpaid time off for FMLA unpaid leave. FMLA leave taken after employees' accrued vacation, sick, and personal time is exhausted is unpaid. Holidays that occur during FMLA leave will not be paid. Employees \will not accrue vacation, sick, and personal time during FMLA leave. The Housing Authority maintains group health plan benefits for employees on FMLA leave. Employees are required to pay their premium copayments while they are on FMLA leave and are notified how to make the payments for their share of their group health plan premiums during leave.

Concurrent use of short-term disability and workers' compensation with FMLA leave

Employees on short-term disability or workers' compensation are required to take FMLA leave concurrently. For example, employees who are absent from work for four months due to a workers' compensation injury will have the first 12 weeks of that absence applied to FMLA leave.

Return From Leave

Employees returning from FMLA leave will be reinstated to their former positions or to positions with equivalent pay, benefits, and other employment terms and conditions. Certain “key” employees, who are among the highest paid employees of employers who have some control over the timing of their leave, are expected to consult with their supervisors to try to arrange a mutually acceptable time, and might not be reinstated to any position; “key” employees will be notified of their status when they apply for FMLA leave. Employees returning from FMLA leave retain all benefits they accrued prior to the start of leave. Taking FMLA leave does not count as a break in service for pension or retirement plan purposes. However, an employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

Privacy and leave requests.Employees must inform their supervisors that they need family or medical leave and when they expect to be absent. However, supervisors should not ask or inquire about the reasons for the employee's leave request. Instead, to ensure the employee's privacy, the \*\*\*Executive Director or his/her designee\*\*\* will make any necessary inquiries and evaluate whether there is a medical need for the leave. The \*\*\*Executive Director or his/her designee\*\*\* is responsible for ensuring that all medical information provided by employees is maintained in the strictest confidence.

Compensation and benefits during leave. FMLA leave is unpaid unless it is taken together with accrued paid leave. However, employees on FMLA leave continue to be covered by the Housing Authority's group health benefits plan on the same terms that are applicable for active employees. FMLA leave does not cause employees to lose any previously accrued employment benefits. Benefit accruals, such as vacation, sick leave, or holiday benefits (however if an employee works on any day of the week of a recognized holiday, they will receive that holiday pay) will be suspended during the leave. Employees are required to use all paid time off and vacation benefits before using unpaid FMLA.

Employment Prohibited while on leave.Employees on FMLA leave are prohibited from engaging in outside employment while on leave.

Resolution of Disputes. If an employee disagrees with any FMLA related action or decision by the Housing Authority it is the employee’s responsibility to submit their disagreement in writing to the \*\*\*Executive Director or his/her designee\*\*\* within ten (10) days of the action or decision. The Housing Authority and the employee will then meet to discuss the matter and seek to arrive at an agreeable resolution.

Post-FMLA unpaid leave. In some exceptional circumstances, the Housing Authority might allow employees who have exhausted the leave available to them under FMLA to take additional unpaid leave. The Housing Authority does not guarantee that it will be able to reemploy individuals who take post-FMLA leave. Further, during a period of post-FMLA leave, an employee's health care benefits do not continue in force, unless the worker elects to pay the full cost of COBRA coverage. Employees should be aware that a lapse in benefits coverage or plan participation during a period of post-FMLA leave might affect coverage after the employee returns to work.

Compliance with FMLA requirements. This policy is intended to comply with the FMLA and should be interpreted in light of regulations implementing that act. In particular, terms used in this policy have the meanings they are given in the regulations implementing the FMLA.

An employee has no greater right to reinstatement or other benefits than if he or she had not taken FMLA leave. Therefore, if in the absence of FMLA leave the employee would have been terminated, he or she may not be entitled to reinstatement.

Direct any questions regarding eligibility, definitions, or requirements of the FMLA to the \*\*\*Executive Director or his/her designee\*\*\*.

It is unlawful for an employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discriminate against an individual for opposing any practice, or because of involvement in any proceeding, related to FMLA.

FUNERAL LEAVE

In the event of the death of an immediate family member: mother (step-mother), father (step-father), current spouse, child (step-child), sister (step-sister), brother (step-brother), current spouse’s parents, grandparent of the employee a three (3) consecutive day leave period with pay will be granted to the employee to make funeral arrangements and/or attend the funeral. All funeral leave must begin within seven (7) days of the date of the death of the family member.

JURY/WITNESS DUTY

The Housing Authority believes that jury duty is an important civic responsibility and grants time off for service on federal, state, or local juries as required by law. Any employee summoned for jury service or as a witness in any legal action not of his/her own initiation and/or involvement must report it to his or her immediate supervisor at once. An employee will receive his or her regular earnings, exclusive of overtime, during the time for which he/she serves as a juror during normal working hours. A copy of the Subpoena or Notice to Appear shall be provided to the Housing Authority. Any mileage or per diem allowance an employee receives in connection with jury service is his or hers to keep and is not offset against the pay adjustments. If the employee is dismissed from jury service early, he or she is expected to report to work immediately. Upon release from jury duty, the employee should provide notice of this release to the immediate supervisor as soon as practical. Failure to return to work immediately may subject the employee to disciplinary action up to and including termination.

MILITARY LEAVE POLICY

Purpose: This policy has been developed to provide general guidance on some of the current provisions of USERRA and Alabama law pertaining to leave of absence, compensation, health insurance, reinstatement, and pension benefits for employees requesting a military leave of absence.

Policy: \*\*\*Housing Authority\*\*\* will comply with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable Alabama laws pertaining to military leave. This policy supersedes any other policy/practice of the Housing Authority related to military leave rights and benefits.

As the laws change, or as interpretations of the laws change, military leave benefits for Housing Authority employees may change accordingly. No attempt is made in this policy to cover all possible situations and circumstances that may arise when an employee is ordered to active duty. Therefore, as military leave situations arise, employees should consult with their supervisor and/or \*\*\*Executive Director or his/her designee\*\*\* for current and complete details regarding their military leave rights as a Housing Authority employee.

Eligibility for Military Leave of Absence: In accordance with USERRA and Ala. Code § 31-12-2 (2002), Housing Authority employees who perform service in the uniformed services (as defined by USERRA) are entitled to a military leave of absence from their Housing Authority positions, subject to the limitations and restrictions set forth in federal and state laws and Housing Authority policy. Upon receiving an assignment for military service, employees should promptly provide notice to their supervisors prior to going on military duty, unless precluded by military necessity.

Compensation for Military Leave: Except as provided below, eligible Housing Authority employees who perform service in the uniformed services (as those terms are defined by USERRA) will be placed on unpaid military leave status for all days that they are engaged in such military service. Affected employees are not required to use annual leave in lieu of paid or unpaid military leave; however, they may elect to use accrued annual leave/personal/PTO or earned comp time at their discretion.

a. Compensation for 168 working hours per calendar year for federal military leave.
Housing Authority employees eligible for Military Leave of Absence who are active members of the Alabama National Guard or of any other reserve component of the Armed Forces of the United States will receive, pursuant to Ala. Code § 31-2-13 (1995), up to 168 hours of paid military leave per calendar year for performance of federal military duty. This military service includes drills, annual training, or military schools. It is not necessary for employees who are still on military leave to return to work for the Housing Authority in order to receive 168 hours of paid military leave for the calendar year subsequent to being placed on military leave. Once the 168 hours of paid military leave is exhausted, an employee may use other leave available, such as annual leave/personal/PTO or earned comp time.

b. Compensation for 168 working hours at any one time called to active service by the Governor. In addition to the 168 hours per calendar year mentioned in section a) above, if these particular employees are called into active service of the State of Alabama by the Governor (typically in times of natural disaster), they will receive, pursuant to Ala. Code § 31-2-13 (1995) an additional 168 hours of paid military leave at any one time while called by the Governor to duty in the active service of the state.

c. Salary differential for employees activated during war on terrorism.

If the military base pay of an employee called into active service for the war on terrorism is less than the salary he/she would have continued to receive if not called to active service, he/she may receive a salary differential (pursuant to Ala. Code § 31-12-5 (2002)) that is equal to the difference between the lower active duty military base pay and the higher public salary.

Health Insurance Benefits: Per USERRA, the Housing Authority will at a minimum maintain health benefits and other benefits for the first 30 days of military leave as if the employee was actively employed. Employees on military leave of absence will be entitled to participate in any rights and benefits not based on seniority that are available to employees on non-military leaves of absence. Consequently, for the first 12 weeks of an approved unpaid military leave, upon request from the employee, the Housing Authority will continue health benefits and other benefits as if the employee was actively employed. After the initial 12 weeks period, employees on military leave may continue their benefits, similar to COBRA, for a period up to 18 months. The employee must pay his or her portion of any benefit(s) premiums in order to keep the benefits active. If the employee does not return to work at the end of the military leave, the employee may be required to reimburse the Housing Authority for the cost of the benefit premiums paid by the Housing Authority for maintaining applicable coverage.

A Housing Authority employee called into active service in any of the armed forces of the United States during the war on terrorism, which commenced in September 2001, and who receives a salary differential under Alabama Code § 31-12-5 while he/she is serving on such active duty may elect, pursuant to Ala. Code § 31-12-7 (2002), to continue with his/her individual or family coverage under the Housing Authority's health insurance plan for the duration of the time he or she receives the salary differential. Premiums for family coverage shall be the amount in effect at the time for an active employee with family coverage.

Credit for Time Spent on Military Leave: Time spent on eligible military leave counts as time served on the job for any calculation, determination or other decision that is dependent upon length of employment.

Pension Benefits: Time spent on military leave (whether paid or unpaid) is not considered a break in employment for pension benefit purposes. Upon return to the Housing Authority from military leave, if applicable, the employee must request to purchase retirement credit in the Employers Retirement System and pay whatever amount that employee would have contributed had he/she not been absent.

The returning service member who is eligible for reinstatement under USERRA has up to 3 times the length of military leave (up to a maximum of 5 years) to make the retirement contribution payments he or she would have made to establish retirement credit.

Reemployment Rights: USERRA places a 5-year limit (with some exceptions) on the cumulative length of time a person may voluntarily serve in the military and remain eligible for reemployment rights. The USERRA reinstatement rights do not extend, however, to employees who are employed for brief, non-recurrent periods with no reasonable expectation that employment will continue indefinitely. Under certain circumstances employees are eligible to be reinstated to their former position unless the Housing Authority establishes that the circumstances have so changed as to make reemployment impossible or unreasonable. If on military leave for 90 days or less, eligible employees may be reinstated to their own position. If on military leave for over 90 days, eligible employees may be reinstated to their own position or a similar position of like seniority, status or pay. Upon return from military leave, employees must comply with the current provisions of the law in regards to notification of and time frame in which they must return to work. These limits are specified in 38 USC § 4312 and vary depending on the length of military service.

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

The leave will be unpaid. However, employees may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible.

Benefit accruals, such as annual/personal/PTO/vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee’s return to active employment.

Employees on military leave for up to 30 calendar days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Eligible employees returning to work from military service or training are guaranteed job restoration if the cumulative length of absence does not exceed five (5) years. To be eligible, the employee must seek reinstatement within the time limits established by federal law (see chart below) and be qualified for work.

|  |  |
| --- | --- |
|  LENGTH OF DUTY |  TIME LIMITS TO RETURN |
|  1 to 30 calendar days | First work day 8 hours after return |
|  31 to 180 calendar days | Within 14 calendar days after service completion |
|  180 calendar days or more | Within 90 calendar days after service completion |

The Housing Authority is committed to complying fully with the Uniformed Services Employment and Reemployment Rights Act and ensuring equal opportunity in employment for qualified persons with military obligations. All employment practices and activities are conducted on a non-discriminatory basis.

EMPLOYEE OBLIGATIONS

ATTENDANCE POLICY

Regular and predictable attendance is an essential function of every Housing Authority position. Every employee is an important part of the Housing Authority. When you are absent, your co-workers bear the full responsibility of accomplishing your job as well as their own. Accordingly, unauthorized or excessive absences or tardiness will not be tolerated and may result in disciplinary action, up to and including termination. This policy applies to all non-exempt employees. Exempt employees are also required to maintain good attendance and be punctual, but different guidelines may apply given the nature of their responsibilities.

Employees must notify their immediate supervisor as far in advance as possible whenever they are unable to report for work or know they will be late. If an employee’s immediate supervisor is unavailable, the employee should leave voice mail. Failure to notify \*\*\*Housing Authority\*\*\* any absence or delay may be grounds for termination.

Non-exempt employees must obtain permission from their immediate supervisor in order to leave the Housing Authority premises during working hours for other than their normally scheduled lunch. Exempt employees are to notify their supervisor and department staff when they leave the premises during the workday other than their normally scheduled lunch.

Absences, which are neither supported in writing by the employee’s physician nor authorized by the employee’s immediate supervisor, may subject an employee to disciplinary action, up to and including termination.

The \*\*\*Executive Director or his/her designee\*\*\* shall be notified of any unauthorized absences or excessive tardiness. This notification should be in writing and will become part of the employee’s personnel file.

EMPLOYMENT OF RELATIVES (NEPOTISM)

The employment of relatives and/or family members may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

For the purposes of this section, “Relative and/or Family Member” shall mean the following: Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, 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, or half-sister.

Employment of relative and/or family member is strongly discouraged, to the extent possible. If circumstances arise where the employment of a relative is the most beneficial choice for the Housing Authority, prior approval must be obtained in writing from the \*\*\*Executive Director or his/her designee\*\*\*. The supervisor wishing to make such a hiring decision must give valid justification to the \*\*\*Executive Director or his/her designee\*\*\* stating the circumstances to justify employment of a relative and/or family member. This justification shall be documented in writing and placed in the employee’s personnel file. It shall also be reported to the Board of Commissioners (consider deleting this highlighted section and replacing with: Employment of relative and/or family member may be allowed when approved by the Board of Commissioners. The Executive Director may request the Board of Commissioners to approve the hiring of a relative and/or family member when no other qualified applicant applies for a position that has been posted and advertised. The job must also be registered with the local State Employment Office for a minimum of three weeks. The job must be posted for a minimum of three weeks and advertise a minimum of six times over a three week period. The advertisement must be in a paper of general circulation for the City and County. If a relative and/or family member is hired the justification shall be documented in the Board minutes and placed in the employee’s personnel file.

In hiring spouses or relatives of the Housing Authority board members or staff, the Housing Authority must comply with all applicable Annual Contributions Contract (ACC) State and local laws governing conflicts of interest and nepotism. Where a contract for services is utilized in lieu of employment, spouses and relatives of Housing Authority board members or staff who reside in the same household are subject to the same prohibitions under Section 19 of the ACC.

Under no circumstances may a relative and/or family member directly supervise an employee unless specifically approved by the Board of Commissioners pursuant to this section.

DRUG-FREE WORKPLACE POLICY

The Housing Authority strives to maintain a safe and efficient work environment. Employees who are under the influence of drugs or alcohol present a safety hazard to themselves and their coworkers. Drugs and alcohol also limit our ability to perform at the expected high standards to provide needed services to our residents. Accordingly, the Housing Authority has implemented a separate Alabama Drug-Free Workplace Policy to insure that it continues to maintain a safe working environment, protect its employees and the general public from harm that might be caused by the use of drug or alcohol on the job, and its reputation as a quality employer and provider of excellent service.

WORKPLACE VIOLENCE PREVENTION POLICY

\*\*\*Housing Authority\*\*\* is committed to preventing workplace violence and to maintaining a safe work environment. The ability to work cooperatively with co-workers, applicants and residents and the general public is an essential job function for an employee of \*\*\*Housing Authority\*\*\*. Given the increasing violence in society in general, \*\*\*Housing Authority\*\*\* has adopted the following guidelines to deal with intimidation, harassment and other threats of (or actual) violence that are related to the workplace or involve \*\*\*Housing Authority\*\*\* employees.

All regular employees, grant employees, introductory employees, temporary employees, members of management, applicants and residents, contractors, vendors, and visitors should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “”horseplay”,” or other conduct that may be dangerous to others.

Except in strict accordance with the eligibility criteria established by Alabama Law, employees are prohibited from the possession of firearms or weapons of any description on the premises of \*\*\*Housing Authority\*\*\* or while such employees are performing work for \*\*\*Housing Authority\*\*\*. While Alabama law may allow the possession of firearms in limited locations within specific restrictions (noted below), \*\*\*Housing Authority\*\*\* discourages the exercise of those rights as part of its violence prevention program. Additionally, employees generally are urged not to discuss any firearms which they may have in their locked vehicle in the \*\*\*Housing Authority\*\*\* parking lot, as such disclosure may result in \*\*\*Housing Authority\*\*\* seeking to make a determination as to whether the employee is in strict compliance with the exceptions required by Alabama law to our prohibition against firearms. Any employee in possession of a firearm on Housing Authority property or while performing work for \*\*\*Housing Authority\*\*\* who does not meet all of the statutorily required exception criteria, may be subject to discipline, up to and including termination.

Conduct that threatens, intimidates, bullies, or coerces another employee, a tenant, vendor or contractor, or a member of the public at any time, including off-duty periods, through social media, email, texting, Internet posting, or any other forms of communication, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual’s sex, race, age, national origin, sexual orientation, gender identity, religion, disability or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by applicants and residents, vendors, contractors, solicitors or members of the public. When reporting a threat of violence, you should be as specific and detailed as possible. All suspicious individuals or activities should also be reported as soon as possible to a member of management.

\*\*\*Housing Authority\*\*\* will promptly and thoroughly investigate all reports of threats, acts of violence, and suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, \*\*\*Housing Authority\*\*\* may suspend employees, either with or without pay, pending investigation. Anyone determined to be responsible for threats, acts of violence, or other conduct that violates these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

\*\*\*Housing Authority\*\*\* encourages employees to bring their disputes or differences with other employees to the attention of their supervisor or another member of management before the situation escalates into potential violence. \*\*\*Housing Authority\*\*\* is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns.

**Eligibility Criteria based on Alabama Law to have guns in**

**locked vehicle in Housing Authority Parking Lot**

Alabama law prohibits an employer from restricting an employee from having a firearm in a locked vehicle in the parking lot under certain limited circumstances. For such statutory protections to apply, the employee must also meet certain other statutory eligibility criteria, some of which are shown below:

|  |
| --- |
| **If the employee has a concealed weapons permit:** The employee is permitted to have a pistol or long gun (shot gun or rifle) in his or her car out of sight and locked. |
| **If the employee does not have a concealed weapons permit:** The employee can, during hunting season, have an unloaded rifle or shotgun legal for hunting (not a pistol) out of sight in his or her locked vehicle. |
| **An employer may also restrict an employee who does not have a concealed weapons permit from having a firearm in his or her car for any of these reasons, as well as other reasons set forth in the law:** The employee does not have a valid Alabama hunting license; The employee has been convicted of a crime of violence; The employee has been convicted of a crime involving domestic violence; The employee is subject to a domestic violence restraining order; or The employee has prior documented incidents of workplace threats or violence.  |

If \*\*\*Housing Authority\*\*\* learns that an employee does possess a weapon in their locked vehicle, the law allows \*\*\*Housing Authority\*\*\* to take the steps necessary to determine whether the employee is in compliance with Alabama law. \*\*\*Housing Authority\*\*\* may take disciplinary action against any employee upon finding that the employee is not in compliance with the law. However, \*\*\*Housing Authority\*\*\* will not take any action against an employee solely based on the presence of a lawful firearm in the employee’s locked vehicle, out of plain sight, and otherwise in compliance Alabama law.

SMOKING/TOBACCO PRODUCTS

It is the intent of the Housing Authority to create a smoke-free environment for our employees and residents. The Department of Housing and Urban Development (HUD) has implemented a Rule that requires each Public Housing Authority administering public housing to implement a smoke-free policy. The Housing Authority, in accordance with this mandate, has adopted a **Smoke-Free Housing Policy** which all employees will be asked to execute.

SAFETY

The Housing Authority is committed to providing a safe, sanitary, and healthy work environment for employees, residents, and visitors. This is a top priority for the Housing Authority. The success of this goal depends on the alertness and personal commitment of all employees and staff.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe or unhealthy condition including all building and grounds managed by the Housing Authority and any on-the-job or work-related injury or illness, to the \*\*\*Executive Director or his/her designee\*\*\*.

Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including immediate termination of employment

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their immediate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers’ compensation benefit procedures.

HOUSING AUTHORITY COMPUTER NETWORK, PHONE, AND INTERNET USE POLICY

Housing Authority information network resources are made available to the Authority's staff to improve communications and information exchanged with employees, tenants and others and to provide communication, information, and research resources. Certain restrictions are necessary to avoid improprieties and ensure that established standards are met. To reduce potential liability, the risk of inappropriate use, and possible adverse public perceptions, personnel shall use the provided phones, network and Internet for ***official Housing Authority business purposes only****.* Information network resources, including email, are not to be used for entertainment, or for illegal, harassing, or libelous purposes.

All employees shall use the phones, Internet and E-Mail in a responsible manner. Use of electronic information resource is a **privilege**, not a right.

 All phones, computer equipment and software is for business purposes only. The use of phones and computer equipment for regular personal reasons shall be prohibited. Computer equipment may not be used for video games, private chat rooms or similar entertainment endeavors.

PROCEDURE FOR USE

(1) The Authority provides employees with phones and access to the Internet for the purpose
of fulfilling the Authority's mission of serving the Authority's clients. Uses are to be
related to the operations of the Authority.

(2) The Authority phones and E-Mail accounts are owned by the Authority and therefore are not private. The Authority retains the right to review, audit, intercept, access and disclose all messages created, received, or sent over the electronic mail system as necessary.

RULES

(1) Employees shall:

 Use phones and computing equipment, software, and network access in a manner consistent with appropriate Authority policies.

 Be aware of and abide by copyright and licensing laws.

 Be sensitive to the security/safety issues related to publishing names, addresses, and pictures on the Internet.

 Protect tenant and landlord information, insure that it is not used inappropriately and does not fall into the wrong hands.

(2) Employees shall not:

 Interfere with the ability of others to make effective use of Authority phones, computing and network resources.

 Use any form of obscene, harassing, racist, sexist or abusive language or behavior on the phones or online or at any time.

 Send messages using someone else's name without consent.

 Read mail, delete, copy, or modify files created by others without permission from your supervisor, or other person designated as being responsible by the Authority.

 Intentionally access Internet sites containing hate materials.

 Forge or attempt to forge electronic mail messages and/or documents.

 Install any software, screensavers, and/or programs to their computers. Any needed applications must be approved and installed by IT personnel. Installation of third party screensavers is prohibited.

 Install any hardware without consent of IT personnel. This includes flash drives.

 Transfer in any manner any personal files to your computer. This includes, but is not limited to, transfers made by email, CD's, floppies or flash drives.

 Personal cell phone, text messaging, or communicating via social media during working hours which interferes with work duties.

 No texting while driving a Housing Authority vehicle or a private vehicle while on a mission for the Housing Authority.

 No use of a wireless device when driving a Housing Authority 15-passenger van while transporting children/residents.

 No use of personal/office cell phones/two way radios in PHA vehicles/equipment while the vehicle/equipment is in motion.

 Employees should not use their camera phones to photograph any resident or co-worker without the express permission of that person.

 Employees may not use a cell phone, PDA or any other handheld device in a manner that violates our No Harassment Policy, Equal Employment Opportunity Policy, or other Housing Authority policies.

E-MAIL USER RESPONSIBILITY

The content and maintenance of a user's electronic mailbox and data folder is the user's responsibility.

(1) Check E-Mail regularly.

(2) Keep messages remaining in your E-Mail inbox to a minimum. Emails must be moved to your personal folders for storage.

(3) Never assume that your E-Mail is private. It is not private and is not intended to be private. The administration can, and others may be able to, read or access your mail. Never send or keep anything that you would not mind seeing on the evening news.

(4) Report any misuse of the E-Mail system to your supervisor immediately upon discovery.

(5) Do not send / forward any external email not related to business without consent from your supervisor and IT personnel. This includes chain letters, jokes, hope letters, request for passing letters, etc.

(6) Any document or email containing confidential information subject to the Privacy Act shall not be transferred outside of the computer network.

PERSONAL USE OF THE INTERNET

As with telephones, photocopiers, fax machines, and other technology supplied by the Authority, use ***of the Internet is for business purposes only*** and must be conducted in compliance with Authority policies.

USER ACCOUNT PASSWORD POLICY

It is imperative that users practice due diligence in controlling access to their computer system and the computer network, by protecting their user accounts with passwords which are not easily guessed or deduced. This policy is intended to reduce the risk of unauthorized access to confidential information. The following principles apply:

user account passwords must be at least eight (8) non-blank characters in length and must contain characters from three of the following four categories: capital letters, lower case letters, numeric characters 0 thru 9 and non-alphabetic characters for example, !, @, #, $ ,%. Must be changed at least once every 45 days, and cannot be the same as the past four (4) passwords.

Computer systems will lock-out a user's account after six (6) failed attempts within 30 minutes to login with a wrong password. Account lock-out duration is one (1) hour or until reset by an authorized administrator.

If an account is inactive for more than 180 days, the account is automatically locked and must be reactivated by IT personnel.

When users will be away from their systems for more than 30 minutes, the systems must be either locked or logged off.

Saving passwords to the system, and using automatic logins is prohibited. Storing passwords in files on the user's system is also prohibited unless the file is encrypted. Passwords are not to be written down and stored on paper.

Providing your password to someone else to use, or utilizing another user's password is prohibited and could result in disciplinary action up to and including termination. Never give your passwords to anyone for any reason. IT personnel or administrative staff will never ask for your password. If someone asks for your password, refer them to this policy and let IT personnel know.

HARASSMENT, DEFAMATION AND INVASION OF PRIVACY

Downloading and displaying or disseminating materials which may be considered by some people to be racist, sexist, defamatory or otherwise offensive, or which may invade another person's privacy, may constitute harassment by creating a hostile work environment. This is no different from telling racial jokes or displaying a "pin-up" calendar in the office. Such actions are expressly forbidden. Moreover, they may subject both you and the Authority to legal action.

Downloading or viewing of materials of a racist, sexist, defamatory or otherwise offensive nature, or which constitute an invasion of another person's privacy, is **STRICTLY PROHIBITED.** All such materials and actions are subject to the Authority's harassment policies.

VIOLATIONS OF POLICY

While all Authority employees serve on an **"at will"** basis, employees are expressly advised that violations of these procedures or rules will result in appropriate disciplinary action up to and including written reprimand, suspension without pay, and discharge.

**Please refer to the U. S. Department of Housing and Urban Development Notice PIH-2014-**
**10 issued April 30, 2014 and its successors regarding Privacy Protection Guidance for
Third Parties**

TRAVEL

Employees or Commissioners of the Housing Authority are, from time to time, required to travel for the conduct of Housing Authority business or to attend meetings and conferences. Such travel and reimbursement for expenses incurred in connection therewith is authorized by this policy, but only with the prior approval of the \*\*\*Executive Director or his/her designee\*\*\*. Travel authorizations and expense voucher approval of employees is delegated to the \*\*\*Executive Director or his/her designee\*\*\*. Travel authorizations and expense vouchers per trip for the \*\*\*Executive Director or his/her designee\*\*\* and Board of Commissioners should be Board approved. Eligible reimbursable expenses and policies relating thereto are as follows:

1. Transportation: Transportation cost for travel will be reimbursable under the terms of this policy. If travel is by common carrier (airline, bus line, or rail) an amount not to exceed the cost of tourist or economy fare shall be eligible for reimbursement.

Travel by automobile for Housing Authority business should be made in a Housing Authority automobile. In the event circumstances exist where no Housing Authority owned automobile is available, a private vehicle may be used with specific prior approval of the \*\*\*Executive Director or his/her designee\*\*\*. The owner of the personal vehicle will be reimbursed as follows: at the rate per mile allowed by the IRS. Reimbursement will require a signed statement of actual miles. In no event will more than one person be allowed mileage expense reimbursement for a joint trip.

2. Subsistence Expenses: The costs of subsistence shall be reimbursable for travel on Housing Authority business. Eligible reimbursable subsistence expenses include actual documented costs for lodging, taxi fares, meals (not to exceed an average of the posted schedule per day for the duration of the travel), telephone calls, secretarial services, or other items necessary for the conduct of Housing Authority business. (Actual subsistence expenses must be supported by actual receipts (credit card receipts are NOT acceptable for reimbursement) and other documentation of actual expenses. Receipts are to be secured for all expense items of more than $5.00.) Other documentation includes a listing of each item, date, place, and amount related thereto. Travel advances may be issued to staff only. The Housing Authority does not reimburse employees for the cost of alcohol.

3. Entertainment Expenses: No entertainment costs for a Commissioner or employee shall be reimbursable regardless of whether or not the expenditure is for Housing Authority related business.

4. Expense Reports: All travel expenses shall be recorded, signed by the traveler, and approved by the \*\*\*Executive Director or his/her designee\*\*\*, prior to reimbursement or acceptance. Expense reports including all required receipts shall be filed in the office within five (5) working days upon return. If the employee fails to comply with this provision without prior approval, the employee shall not be reimbursed.

Housing Authority EQUIPMENT AND/OR VEHICLES

Vehicles or equipment owned by the Housing Authority may not be used for personal business of any kind unless specific permission has been given by the \*\*\*Executive Director or his/her designee\*\*\*. Seat belts must be used at all times. No one may use tobacco in any Housing Authority vehicle.

Any employee whose duties include the operation of Housing Authority vehicles who is cited for D.U.I. or for any other serious moving violation must report that citation to the \*\*\*Executive Director or his/her designee\*\*\* within twenty-four (24) hours or the next working day, whichever is longer.

All employees who drive Housing Authority vehicles must be insurable, present proof of insurance, a valid and current driver’s license and authorize release of their driving records.

If an employee receives a traffic citation while operating a Housing Authority vehicle, the employee will be responsible for paying any fine or penalty. Traffic citations must be reported within 24 hours or the next working day (whichever is later) to the \*\*\*Executive Director or his/her designee\*\*\*.

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify your immediate supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The immediate supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles can result in disciplinary action, up to and including payment for equipment damage and/or termination of employment.

DRESS AND APPEARANCE

The Housing Authority prohibits the wearing of any facial jewelry, visible body piercing, or offensive, or revealing clothing during work hours that, in management’s sole opinion, is inappropriate and not in keeping with the Housing Authority’s image. Employees required to wear uniforms are expected to keep the uniforms clean and presentable as possible. Let \*\*\*Executive Director or his/her designee\*\*\* know if any of these requirements may adversely impact a strongly held religious belief you may observe. See “Requesting a Religious Accommodation”.

CHANGES IN PERSONAL DATA

It is very important for an employee to inform the \*\*\*Executive Director or his/her designee\*\*\* of any changes in his/her name, address, telephone number, number of dependents, direct deposit banking information, beneficiaries for retirement plans and life insurance policies, emergency contact person, and driver’s license status and status of insurance. By doing so, personnel information will always be up-to-date and this will help the Housing Authority in handling benefits, pay, and other matters important to an employee and his/her family.

REPORTING ARRESTS

Any employee of the Housing Authority who has been arrested for any reason must report the arrest and surrounding circumstances to his or her immediate supervisor within one (1) working day. Failure to comply with this policy may result in disciplinary action. The employment related consequences of an arrest or conviction will be evaluated on a case by case basis.

EMPLOYMENT ACTION

DISCIPLINARY ACTION

Employment with the Housing Authority is at will and either the employee or the Housing Authority may terminate the relationship at any time, for any reason, with or without cause or notice. An employee of the Housing Authority will be subject to be disciplinary action or discharge at any time if the employee commits an offense for which discipline or immediate termination is appropriate, or if in the judgment of the \*\*\*Executive Director or his/her designee\*\*\* the employee's continued presence would be contrary to the well-being of the Housing Authority and/or any other person. The employee shall be provided written pre-termination notice concerning the grounds for the anticipated action and an opportunity to respond prior to the final termination decision. If pre-termination notice is not practical, post-termination notice and an opportunity to respond (all to be completed within no more than 5 working days) will be provided, during which time the employee shall continue to be paid. When an employee violates a rule and the Housing Authority decides against immediately terminating the employee, any of the following alternative disciplinary actions may be used as deemed appropriate:

 Verbal Counseling: The immediate supervisor may, in his or her discretion, counsel an employee and explain the nature of the complaint. An informal memorandum describing the incident shall also be placed permanently in the employee's personnel file. A warning period may also be imposed on an employee after counseling for work deficiencies. This period will allow the employee time to improve and will assist the Housing Authority in determining whether continued employment is in the best interest of the employee and the Housing Authority. If additional violations are committed, or the employee's performance does not improve to an acceptable level, and, in the judgment of the Housing Authority, additional preliminary warnings are not warranted, the employee may be involuntarily terminated.

 Written Warning: The immediate supervisor may, at his or her discretion, issue a formal written warning to the employee explaining the nature of the complaint, noting any previous violations by the employee, and warning the employee that any further violations could lead to discharge.

 The employee will be requested to sign an Acknowledgement of Receipt even though they may disagree with the warning, and are encouraged to note their disagreement on the warning notice. Refusal to sign the Acknowledgement of Receipt is considered insubordination. After a meeting between the employee and supervisor, this notice may also be delivered and acknowledged by e-mail.

 A copy of the written warning should be placed in the employee's personnel file. If additional violations are committed, or the employee's performance does not improve to an acceptable level and, at the discretion of the Housing Authority, additional preliminary warnings are not warranted, the employee may be involuntarily terminated.

 Suspension: The \*\*\*Executive Director or his/her designee\*\*\* may, at his or her discretion, suspend an employee at any time from work without pay for a period not to exceed (30) calendar thirty-days.

 Involuntary Termination: An employee of the Housing Authority may be dismissed at any point during the disciplinary process once the employee has been provided written pre-termination notice concerning the grounds for the anticipated action and an opportunity to respond prior to the final termination decision.

If the employee disagrees with the actions taken, he/she may use the Open Door Grievance Policy.

WORKPLACE RULES OF CONDUCT

Employment is with the mutual consent of you and \*\*\*Housing Authority\*\*\* Consequently both you and the \*\*\*Housing Authority\*\*\* have the right to terminate the employment relationship at any time, with or without cause or advance notice.

It is not possible to provide a complete list of every work rule or performance standard. As a result, the following are presented only as examples. You are responsible for understanding and following these standards and work rules. Employees who do not comply may be subject to disciplinary action, up to and including possible termination.

Job Performance - employees may be disciplined, up to and including possible termination, for poor job performance, as determined by \*\*\*Housing Authority\*\*\*. Some examples of poor job performance are as follows:

 Below average work quality or quantity;

 Poor attitude, including rudeness, or lack of cooperation;

 Excessive absenteeism, tardiness, or abuse of break and meal privileges; and

 Failure to follow instructions or Housing Authority policies and procedures\*.

\*This list is not all inclusive

Some examples of misconduct that can result in immediate termination are as follows:

**** Failure to call in or show for scheduled work shift – one time only.

**** Stealing, misappropriation or removing private or Housing Authority property from Housing Authority premises;

**** Falsification of personnel, time records, Housing Authority records or the employment application;

**** Disorderly conduct on Housing Authority property, including fighting, attempted bodily injury, or the use of profane, abusive, or threatening language toward others, or possession of a weapon not in strict accordance with Alabama law;

**** Abuse or deliberate destruction of Housing Authority property, tools, equipment, or vending machines;

**** Violating the Housing Authority’s non-discrimination and/or professional conduct policy and prohibition against harassment;

**** Violating the Housing Authority Electronic Communication Policy;

**** Unauthorized disclosure in any form, of Protected Information, Confidential Housing Authority information, or personal information concerning employees or applicants and residents or otherwise violation of the EMPLOYEE CONFIDENTIALITY AGREEMENT;

**** Violating the Housing Authority Drug-Free Workplace Policy;

**** Illegal drugs in an employee system and refusal to submit to cooperate with a drug or alcohol test;

**** Unauthorized possession of weapons or fire arms on Housing Authority property;

**** Sleeping on the job;

**** Conviction of a felony or other crime involving moral turpitude or crimes which can be construed to indicate the continued presence of the employee would constitute a hazard to fellow employees, \*\*\*Housing Authority\*\*\*, or its property;

**** Threatening, intimidating, coercing or interfering with employees or supervision at any time;

**** Violating the Conflict of Interest Policy;

**** Failure to report gifts or gratuities (see conflict of interest reporting requirement) which an employee may receive from vendors, contractors, or applicants and residents;

**** Insubordination (including refusal to sign as received a written warning);

**** Act endangering safety of others;

**** Actual or threatened misconduct in connection with work after prior written warning;

**** Dishonest act characterized by lack of truth, honesty, probity or trustworthiness or by an inclination to mislead, lie, cheat or defraud;

**** Falsifying or making a material omission on records, reports, or other documents, including payroll, personnel, and employment records;

**** Commission of a criminal act or misdemeanor of any degree in any manner connected with or involving \*\*\*Housing Authority\*\*\*; or

**** On-duty or Off-duty violation of any law adversely affecting \*\*\*Housing Authority\*\*\* or conviction in court of any crime which may cause the employee to be regarded as unsuitable for continued employment\*.

\*This list is not all inclusive.

SECURITY INSPECTIONS

The Housing Authority wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives or other instrumentality or substances which could jeopardize the safety of its employees. The Housing Authority requires the cooperation of all employees in administering this policy. Towards this end, the Housing Authority reserves the right to request any employee to submit to a security inspection at any time (including during breaks and the lunch period) while on Housing Authority premises or while performing work for the Housing Authority while off-site based on individualized reasonable suspicion or legitimate work-related reasons. The inspection shall be limited in scope to that necessary to achieve that purpose.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remains the sole property of the Housing Authority and are subject to being searched. Inspections may also include, but are not be limited to property, equipment, storage rooms, the Housing Authority vehicles, buildings, rooms, facilities, offices, computer hard drives, diskettes, thumb drives, storage drives of any description, voice mail, electronic mail, desks, or cabinets. Any items that an employee does not want to have inspected should not be brought to work.

Entry onto any Housing Authority premises or job site constitutes consent to searches and inspections. In addition, every employee is required to consent in writing to inspections as a condition of employment.

An employee's refusal to consent to a search or inspection when requested by the Housing Authority constitutes a violation of Housing Authority policy and is grounds for an adverse employment action, up to and including immediate dismissal.

SOLICITATION AND DISTRIBUTION

Although there are many good causes, soliciting fellow employees can create uncomfortable situations for them. As a result, \*\*\*Housing Authority\*\*\* must place restrictions on solicitation of co-workers and distribution of materials. Below is an explanation of this policy:

1. Solicitation by an employee of another employee is prohibited while either is on working time. Working time is all time when an employee’s duties require he/she be engaged in working tasks, but does not include an employee’s own time, such as meal periods, scheduled breaks, time before or after a shift, and personal clean up time.

2. Distribution of literature by employees in work areas is prohibited at any time.

3. Individuals not employed by \*\*\*Housing Authority\*\*\* are not permitted to solicit or distribute literature on \*\*\*Housing Authority\*\*\* property at any time. We do not grant permission to any individual or organization to distribute or place literature on \*\*\*Housing Authority\*\*\* property or on our employees’ cars parked on \*\*\*Housing Authority\*\*\* property.

4. \*\*\*Housing Authority\*\*\*’s electronic communications systems include electronic mail (e-mail), internet access, as well as information and programs on the \*\*\*Housing Authority\*\*\*’s network computers and personal computers assigned to employees.

\*\*\*Housing Authority\*\*\* electronic communications systems are intended to be used only for business purposes. However, as a limited exception, employees will be permitted to send and receive short, personal electronic communications so long as these activities do not interfere with the work of any employee.

\*If you have any further questions, please see your supervisor or contact \*\*\*Executive Director or his/her designee\*\*\*.

PERFORMANCE REVIEW AND RATING

All employees are expected to work efficiently and harmoniously and to meet the requirements and standards of their positions. During the course of employment with the Housing Authority, each supervisor will evaluate each employee's work.

Periodic evaluations are a necessary tool to accurately reflect the employee's job and performance. Based upon the evaluation, the employee's total work record, and budgetary constraints, the employee's salary may be adjusted. It should be understood, however, that any changes in salary are not an automatic part of the performance review but are within the Housing Authority's discretion. A performance review does not indicate that an employee is eligible or even being considered for a change in his/her salary. Salary changes are based upon merit, the employee's entire work record, and an individual evaluation.

RESIGNATION

It is required that all employees choosing to resign give at least two (2) weeks advance notice before the employee’s final working day. Upon receipt of such notice, the \*\*\*Executive Director or his/her designee\*\*\* may, at his or her discretion, waive or reduce the requirement that the employee must work out the full two (2) weeks. If the Housing Authority waives the requirement that the employee work for the 2-week period, the employee may not be paid for that period. Failure to give the Housing Authority the required notice may jeopardize the employee’s good standing and eligibility for rehire with the Housing Authority. Failure of an employee to be actively at work for six (6) continuous months shall be considered to be a voluntary resignation unless on approved leave. Final compensation upon resignation, termination, or retirement will be within 30 calendar days of the date of resignation, termination, or retirement.

Employment Termination

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

 Resignation - voluntary employment termination initiated by an employee as set forth above.

 Discharge - involuntary employment termination initiated by the Housing Authority.

 Retirement - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the Housing Authority.

 Failure to be actively at work for six continuous months, after the Housing Authority has engaged in the interactive process with the employee, or made unsuccessful attempts to do so.

Since employment with Housing Authority is based on mutual consent, both the employee and Housing Authority have the right to terminate employment at will, with or without cause, at any time. Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid; unless the employee has been discharged for “gross misconduct.” Sick Leave/Personal Days are not a vested benefit and any unused Sick Leave/Personal Days are not paid upon separation. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

Employees who leave Housing Authority receive their final pay on the next paycheck to be issued (if at all possible).

EXIT INTERVIEWS

Introduction. All employees terminating from the Housing Authority are asked to attend an exit interview with the \*\*\*Executive Director or his/her designee\*\*\*. The purpose of the interview is to get a departing employee's honest opinions about working at the Housing Authority: what we do well and what needs improvement. Also it is important during this process to determine if the employee has any unresolved claims. All employees are encouraged to be honest, candid, and forthright in providing feedback.

REFERENCES

The Housing Authority will provide employee information to outside agencies as requested in writing and only when accompanied by the original employee signed authorization for release of information. Information is limited to confirming the dates of employment and job title. The Housing Authority does not provide letters of recommendation.

The \*\*\*Executive Director or his/her designee\*\*\* is the only person authorized to disclose information and any phone calls or written inquiries seeking such information should be directed to the \*\*\*Executive Director or his/her designee\*\*\*.

MEMBERSHIP IN ORGANIZATIONS

Project costs shall not include the costs of individual membership of officials or employees in any organization or the costs of membership in an organization, any substantial parts of whose activities involve the promotion of legislation. Provided, however, expenditures for Housing Authority membership dues and fees in organizations are an allowable cost if the organization furnishes technical or professional information, training, workshops, or other services beneficial to public housing activities. The Housing Authority Board shall specifically authorize the cost of Housing Authority membership in organizations.

EMPLOYMENT OF COMMISSIONERS

The employment of a Housing Authority Commissioner during his or her tenure or for one year thereafter

in a salaried or contract position with the Housing Authority constitutes a conflict of interest under Section 19 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 insure that approval of such a waiver is clearly in the best interest of the Housing Authority and that the following criteria are included in consideration for granting a waiver:

 Availability of other candidates

 Qualifications of other candidates as well as the qualifications of the Commissioners.

APPENDIX

EMPLOYEE ACKNOWLEDGMENT HANDBOOK FORM

**I acknowledge that I have received (paper and/or electronically published), read and understood a copy of the PERSONNEL POLICY HANDBOOK and BENEFIT BOOKLET of \*\*\*Housing Authority\*\*\*.** I understand that it is my responsibility to read and comply with the contents of this Handbook, as well as any revisions or modifications made to it. Furthermore, I understand that I should consult with the persons designated on the Contact List regarding any questions not answered in the Handbook.

I understand the following concerning this policy and the employment practices of the Housing Authority:

 The Handbook contains policies, procedures, and rules of conduct governing employment at the Housing Authority.

THIS HANDBOOK HAS BEEN PREPARED FOR INFORMATIONAL PURPOSES ONLY AND, WITH THE EXCEPTION OF THE PROVISIONS OF THE ARBITRATION AGREEMENT AND THE EMPLOYEE CONFIDENTIALITY AGREEMENT, NO POLICY INCLUDED HEREIN CREATES OR CONSTITUTES A CONTRACT BETWEEN THE HOUSING AUTHORITY AND ITS EMPLOYEES. EITHER YOU OR THE HOUSING AUTHORITY MAY TERMINATE YOUR EMPLOYMENT AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE.

 The benefits and policies of the Housing Authority may be changed or amended at any time, with or without notice unless dictated otherwise by statute; including the discretionary authority to deny eligibility when an employee has engaged in gross misconduct.

 No representative of the Housing Authority, except the Board of Commissioners, has any authority to adopt any revisions to this policy or enter into any agreement for employment for any specified period of time, or to make any agreement inconsistent with this acknowledgment. To be valid, any such agreement must be in writing, designated as an Employment Agreement, and signed by the Chairman of Commissioners of the Housing Authority.

By my signature below, I acknowledge that I have received a copy of the revised Computer Network, Phone, and Internet Use Policy. I understand that it is my obligation to read, understand and comply with the revised policy and that violation of this revised policy may result in discipline up to and including termination.

By signing and dating this form, as well as initialing the sections below, I understand that it is my responsibility to familiarize myself with the policies set forth below, to consult with the persons designated on the Contact List concerning any questions that may arise concerning the policies set forth and to be bound by the following policies:

|  |
| --- |
| EMPLOYEE |
|  |  |
| Signature | Date |
| \*\*\*Housing Authority\*\*\* |
|  |  |  |
| By: Signature | Title | Date |

\*\*\*Housing Authority\*\*\*

EMPLOYEE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “Agreement”) is made by and between:

|  |
| --- |
| The \*\*\*Housing Authority\*\*\* (the “Housing Authority”), and |
|  | (“Employee”) as of |  | 20 |

WHEREAS, Employee is or will be employed to perform certain services for the Housing Authority,

AND, WHEREAS Employee acknowledges that the protection of confidential Housing Authority information is vital to the interests and success of the Housing Authority,

AND, WHEREAS Employee further acknowledges that the Housing Authority prohibits disclosure of any information relating to the Housing Authority’s applicants and residents or prior applicants and residents,

NOW THEREFORE, in consideration of the Housing Authority’s employment, or continuing employment of Employee, the parties hereto agree as follows:

1. Employee acknowledges that all confidential Housing Authority information, and personal information, (collectively referred to as “Protected Information”) that Employee obtains while employed by the Housing Authority, or performing services for the Housing Authority, shall be deemed confidential and proprietary to the Housing Authority. The Employee shall maintain the confidentiality of such Protected Information whether or not the Protected Information falls within the definition of confidential information in any other agreement between the Housing Authority and Employee. Confidential Housing Authority information and personal information includes, but is not limited to, the following:

 Applicant information

 Employee data

 Financial information

 Labor relations strategies

 Pending projects and proposals

 Resident file information

 Computer passwords issued to employees;

 Information about other employees obtained by the Housing Authority

 E-mail correspondence

 Names, addresses, telephone numbers of the Housing Authority’s applicants and residents or prior applicants and residents

 Unauthorized disclosure of personal information of employees of the Housing Authority

2. During Employee’s employment with the Housing Authority, Employee agrees to use the Protected Information only and strictly as required for the performance of the Employee’s services on behalf of the Housing Authority. Employee will not disclose Protected Information to any person or entity without the prior written consent of the Housing Authority and the written agreement of such third party to be bound by the terms of this Agreement.

3. Employee agrees that Employee will not duplicate or incorporate the Protected Information into Employee’s own records or database.

4. Employee agrees that he/she will not, after termination of his/her employment with the Housing Authority, disclose, use, transfer or transmit the Protected Information to any person or entity for any purpose whatsoever.

5. Any and all disputes related to this Employee Confidentiality Agreement shall be resolved by Arbitration entered into by the parties hereto, with the sole exception of suits seeking a temporary restraining order, preliminary injunction, and/or permanent injunction (“injunctive relief”). Employee recognizes that unauthorized use or disclosure of the Protected Information may result in immediate and irreparable injury to the Housing Authority, for which monetary damages may not be adequate. Therefore, in the event that Employee uses, or discloses, or, in the Housing Authority’s reasonable opinion, is likely to use or disclose the Protected Information in breach of Employee’s obligations under this Agreement, the Housing Authority shall be entitled to equitable relief, including temporary and permanent injunctive relief and specific performance. In the event that the Housing Authority is successful in obtaining injunctive relief as defined herein, Employee shall be liable for payment of Employer’s attorneys’ fees, costs, and expenses incurred in connection with obtaining injunctive relief.

6. Employee agrees that upon termination of his/her employment with the Housing Authority, Employee will return to the Housing Authority all records, passwords/access codes, handbooks, statistics, software, and/or disks containing Protected Information.

7. Employee’s obligations hereunder shall survive termination of this Agreement, Employee’s completion of Employee’s services with the Housing Authority or other termination of Employee’s employment, and any other agreement between the Housing Authority and Employee.

8. This Agreement shall be binding upon and inure to the benefit of any successor to the Housing Authority and such successor shall be deemed substituted for the Housing Authority under the terms of this Agreement. As used in this Agreement, the term “successor” shall include any person, firm, limited liability Housing Authority or other business entity, which at any time, whether by merger, purchase or otherwise, acquires all or substantially all the assets of the business of the Housing Authority.

9. This Agreement shall also be binding upon and inure to the benefit of the Employee, his/her heirs, executors, and administrators.

10. If any part, term or provision of this Agreement is held to be illegal, void or unenforceable, or to be in conflict with any law, the validity of the remaining provisions or portions of this Agreement shall not be affected. The rights of the parties shall be construed and enforced as if this agreement did not contain the particular part, term, or provision held invalid.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the respective parties as of the date first written above.

|  |
| --- |
| EMPLOYEE |
|  |  |
| Signature | Date |
| \*\*\*Housing Authority\*\*\* |
|  |  |  |
| By: Signature | Title | Date |