

**PERSONNEL POLICY
OF THE
HOUSING AUTHORITY OF
KANSAS CITY, KANSAS**

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PERSONNEL POLICY OF THE HOUSING AUTHORITY OF KANSAS CITY, KANSAS

SECTION I — Basic Principles

1.1 Employment-At-Will

This Personnel Policy is not an employment contract, nor is it to be construed to constitute contractual obligations of any kind between the Housing Authority and any of its employees. The Personnel Policy is not meant to be a guaranty of present or future employment. By accepting this manual, the employee acknowledges that he/she is aware of this fact.

Employment with the Housing Authority is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, the Housing Authority may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.

1.2 Equal Employment Opportunity Statement

In order to provide equal employment and advancement opportunities to all individuals, employment decisions will be based on merit, qualifications, and abilities. The Housing Authority does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristics protected by law.

1.3 Residency Requirement

Any employee hired by the Housing Authority after November 19, 1987 shall reside within Wyandotte County, Kansas or agree, as a condition of employment, to establish permanent residence within Wyandotte County, Kansas within twelve months of becoming employed by the Housing Authority and to maintain residency within Wyandotte County throughout their period of Housing Authority employment, as required by RESOLUTION NO. 1737, approved by the Board of Commissioners January 17, 1991.

Any employee violating the provisions of this section shall be subject to discharge.

In the event an employee hired by the Housing Authority needs to relocate to Wyandotte County, upon approval in advance by the Executive Director the Housing Authority will pay the reasonable cost of moving the hiree's normal household goods and personal effects, including shipping, packing, crating, insurance and unpacking.

Reimbursements made to employees for moving household goods and for transporting the hiree and family members may not be excluded from taxable gross income. Employees should consult their personal tax advisors for guidance concerning moving expense taxability reporting.

1.4 Identification Badges

Each employee is issued an identification badge at orientation and is required to wear it while on duty. Badges are the property of the Housing Authority and must be returned at separation prior to receiving a final paycheck.

1.5 Discrimination, Harassment or Coercion

- a. Discrimination, harassment, or coercion on the basis of race, color, national origin, ancestry, sex, religion, age, political affiliation, physical impairment or disability in the workplace is prohibited.
- b. Discrimination, harassment, or coercion in retaliation for complaining of a violation of this policy or federal, state or local laws or rules and regulations requiring equal treatment in the workplace is prohibited.
- c. Prohibited harassment includes, but is not limited to, ethnic or racial slurs, sexual harassment as set forth in Section 1.6, or other types of behavior that substantially interferes with an employee's work performance or creates an intimidating, hostile, abusive or offensive environment. Reference is made to Section 1.6 b. and c. for a further description of prohibited conduct.
- d. Complaints under this section and Section 1.6 shall be promptly and impartially investigated. Although absolute confidentiality cannot be guaranteed, complaints will be treated as confidential, with disclosures made only when required by the investigation, remedial or disciplinary action.
 1. Prompt and appropriate action shall be taken to remedy discrimination, harassment, or coercion found to have occurred and to ensure that the offensive conduct does not recur.
 2. Offenders shall be disciplined, up to and including termination, as warranted by the circumstances.

An employee, who feels he/she has been discriminated against, harassed or coerced, should promptly notify his/her supervisor, department director or the Executive Director. Any supervisor or director who becomes aware of possible discrimination, sexual or other unlawful harassment or coercion should promptly advise the Executive Director.

- e. If the supervisor's answer does not satisfy the employee, he/she has access to the Grievance Procedure as set out in SECTION VIII of this policy.
- f. Any supervisor or department director who fails to carry out his/her supervisory responsibilities to investigate a report or complaint of a possible violation of this section or Section 1.6 or breach of confidentiality of the complainant will be subject to disciplinary action.

1.6 Sexual Harassment

- a. Sexual harassment is any form of unwelcome conduct of a sexual nature in the workplace that is directed at or affects an individual of one sex but not of the other sex and that has an adverse effect on the affected individual. Examples of conduct that, if unwelcome and resulting in adverse effect, may constitute sexual harassment include, but are not limited to:
 1. Sexual advances, propositions, invitations, or flirtations;
 2. Requests or pressure of any kind for sexual favors, activities, or contact;
 3. Sexually explicit, graphic, abusive, degrading, intimidating or offensive jokes, comments, remarks or gestures, or other verbal abuse of a sexual nature;
 4. Physical contact or touching of a sexual nature, including physical or sexual assault;
 5. Display, circulation, or communication (verbal, written, electronic or otherwise) of any sexual suggestive, explicit, graphic or offensive objects, pictures, or materials of any kind;
 6. Conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
 7. Retaliation for having reported or threatened to report sexual harassment.
- b. Conduct will generally be considered unwelcome if the individual subjected to it did not solicit or incite it and regards it as undesirable or offensive.
- c. Conduct will be considered to have an adverse effect if:
 1. Submission to such conduct is explicitly or implicitly made a term or condition of an individual's employment;
 2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions of any kind affecting such individual; or
 3. Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, abusive, or offensive work environment, even if it results in no adverse job consequences.
- d. Employees who feel they have been sexually harassed should follow the procedures set forth in Section 1.5.
- e. In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the harassment, and the context in which the alleged incidents occurred will be investigated.

1.7 Politics

All members, officers, and employees of the local agency whose employment as such constitutes their principle employment, are subject to the provisions of Section 12(a) of the Hatch Act. If any individual who is also engaged in some other employment or occupation 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 rulings.

1.8 Disability Accommodation

The Housing Authority is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

The Housing Authority will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship on the conduct of business. This Policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination and access to benefits and training.

1.9 Incidents of Violence.

- a. The Housing Authority is concerned about the safety of its employees and is committed to maintaining a work environment that is secure and free from incidents of violence. The Housing Authority will not tolerate incidents of violence and will give serious consideration to all reports of incidents of violence and initiate appropriate actions to intervene in reported cases. Every employee of the Housing Authority plays a role and has a responsibility in maintaining a work environment that is secure and free from incidents of violence.
- b. Employees are prohibited from engaging in incidents of violence on Housing Authority property, while on Housing Authority business, or directed against any Housing Authority official, employee, resident, vendor or visitor at any time. As used in this policy "incidents of violence" include but are not limited to, unwelcome forceful, physical touching (battery); intimidating, threatening or hostile actions (assault); intimidating, threatening or hostile communication, whether verbal, non-verbal, or written, made in person, by mail, telephone, computer, facsimile, or any other means; vandalism; arson; sabotage; unauthorized possession or unjustified use of a weapon on or off Housing Authority property; or, any other similar acts or communication of a violent nature which have the purpose or effect of creating a dangerous, unsafe, intimidating or violent working environment.
- c. Employees are prohibited from possessing or bringing firearms or other lethal weapons of any kind on Housing Authority property, in Housing Authority vehicles or while on Housing Authority business. A lethal weapon is a weapon readily capable of lethal use. The Executive Director reserves the discretion to determine whether any particular object is a lethal weapon subject to this policy.
- d. Any employee who engages in the conduct prohibited by this policy will be subject to disciplinary action, up to and including termination of employment.

- e. Any employee who has questions or concerns about an incident of violence or who believes that he or she has been subjected to any incident of violence should immediately report the incident to his/her supervisor, department director or the Executive Director. Any supervisor or director who becomes aware of a possible incident of violence should promptly advise the Executive Director. Employees who act in good faith when reporting incidents of violence will not be subject to disciplinary action or retaliation. However, any employee who makes a false report or misleading report relating to incidents of violence will be subject to disciplinary action, up to and including termination of employment.
- f. All reports and complaints under this section will be promptly and impartially investigated. Although absolute confidentiality cannot be guaranteed, complaints will be treated as confidential, to the extent possible. The Housing Authority will encourage the filing of criminal charges in these matters and will cooperate with law enforcement agencies concerning the investigation and any prosecution of such matters.
- g. If the supervisor's answer does not satisfy an employee who has made a complaint or report of a possible violation of this section, he/she has access to the Grievance Procedure as set out in SECTION VIII of this policy.
- h. Any supervisor or department director who fails to carry out his/her supervisory responsibilities to investigate a report or complaint of a possible violation of this section will be subject to disciplinary action.

SECTION II — **Organization**

2.1 Organization Structure

All positions shall be established in accordance with the official Organization Structure for the staff of the Authority, and shall be governed by the lines of authority and accountability set forth therein. The Organization Structure shall be reviewed by the Executive Director periodically and revised to meet changing needs for efficiency.

2.2 Authority

Each employee shall be given the authority necessary to perform his/her assigned duties.

2.3 Job Description

Each position shall have a specification that includes a concise descriptive title and description of the qualifications for filling such positions. Such specifications shall be approved by the Board of Commissioners and shall be kept on file in the office of the Housing Authority and shall be open to inspection by any interested party during regular business hours.

2.4 Maintenance of Plan

The job descriptions shall, from time to time, be reviewed by the Executive Director so as to provide for change in duties necessitated by organizational adjustment, improved methods or new or revised service programs.

2.5 Job Classification

Each position shall be assigned to an appropriate range of pay plan, which has been approved by the Housing Authority governing body.

SECTION III — Compensation

3.1 Determination of Salaries and Wages

a. Administrative Employees

The salaries of administrative employees shall be in accordance with the compensation plan adopted by the Board of Commissioners of the Authority upon the basis of other comparable public bodies for positions of similar responsibility and required competence.

Part-time Office Managers shall be compensated at the rates prescribed for this position in the salary chart and shall not exceed 1,000 working hours per year.

b. Maintenance Employees

The salaries or wages of maintenance employees shall be established at not less than the prevailing rates in the locality for comparable maintenance positions in accordance with determinations made from time to time by the Labor Relations Section of the Department of Housing and Urban Development and shall be in accordance with the Compensation Plan adopted by the Board of Commissioners.

3.2 Compensation Plan

The Compensation Plan shall establish the salary range for each position.

3.3 Revision of Compensation Plan

It is the intent of the Authority that the Compensation Plan for employees be reviewed periodically, and that changes may be recommended by the Executive Director to the Board of Commissioners to reflect changes in responsibility of particular positions, economic conditions, cost of living indices or changes in compensation policies of comparable public bodies.

3.4 Pay Periods

All full-time and part-time employees shall be paid once bi-weekly, every other Friday. In cases where the Friday falls on an observed holiday as set forth in Section 10.1, employees will be notified of the date that pay checks and earnings statements will be available.

There will be no advances of pay. If an employee who will be on annual (vacation) leave, or otherwise unable to pick up a pay check, on a payday wishes to receive a timely check, that employee must be enrolled in the Direct Deposit program.

Unclaimed wages will be held for a former employee 30 days if no forwarding address is left or if the employee fails to pick up the check. After 30 days the check will be cancelled.

3.5 Definitions

a. Full-time Employee

A full-time employee is one who works a normal workweek (at least 30 hours per week) on a regular and continuing basis and is eligible for all Housing Authority benefits, subject to the terms, conditions and limitations of each benefit program.

b. Part-Time Employee

A Part-Time employee is one who works less than 30 hours per week and is not eligible for paid holidays or Housing Authority benefits, unless the particular program provides otherwise.

c. Temporary Employee

A Temporary employee is one who works on a non-permanent basis, for a limited duration and is not eligible for paid holidays or Housing Authority benefits. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change.

d. Seasonal Employee

A Seasonal employee is one who works on a regular and/or recurring basis during a specific "season" or portion of the year and is not eligible for paid holidays or Housing Authority benefits.

e. Acting Employee

An employee in an acting capacity is appointed by the Executive Director in order to fill a void until proper procedures can be followed. The Executive Director is empowered in this capacity by the Board of Commissioners.

3.6 Salary Ranges

A salary range shall be assigned to each position.

3.7 Salary Increases

Employees shall be eligible to receive a salary increase within the salary range as approved with the annual budget and set by the Board.

- a. The employee successfully completes six-months of employment and receives a satisfactory performance evaluation by his/her supervisor, concurred in by the Executive Director.

- b. The employee is recommended by his/her supervisor and/or department director for a merit increase based on his/her job performance and attitude throughout the year, upon the annual evaluation described in Section 14.2. Any salary increase is subject to concurrence by the Executive Director and the availability of funds. The salary increase, if any, will go into effect upon the employee's anniversary date of employment.

3.8 Pay Upon Change of Status of Employment

- a. General

Upon satisfactory completion of the initial six-month period, an employee may be granted a salary increase provided such employee receives a satisfactory performance evaluation as approved with annual budget and set by the Board.

- b. Promotion

The promotion of an employee to a position with a higher salary range shall include an increase in salary.

- c. Demotion

In the event an employee is reclassified or demoted to a classification with a lower pay range, his/her salary may be reduced; however, in no event shall his/her salary be fixed at an amount greater than he/she was earning immediately prior to his/her demotion.

- d. Lateral Transfers

There will be no change in salary.

- e. Suspensions

A suspension as a means of disciplinary action shall result in leave without pay for a period not to exceed 15 working days.

3.9 Pay Upon Separation

- a. An employee who is separated receives his/her final paycheck on the first regularly scheduled payday following his/her separation; provided ID Badge, keys and other Housing Authority property has been returned.
- b. An employee will not be compensated for accumulated unused sick leave. He/she shall be paid a lump sum for any accumulated annual leave and compensatory time at his/her current rate of pay. If the employee does not desire lump sum payment, he/she may be paid each pay period until all time is used, however the employee shall not be compensated for any holidays which fall within these pay periods. In case of death, compensation shall be paid to the surviving spouse or the employer's estate.

3.10 Credit upon Reinstatement

An employee who has been separated in good standing and who is re-employed within a period of one year shall be reinstated as of the date of re-employment. Upon reinstatement, an employee shall receive credit for all unused sick leave he/she had accrued at the time of his/her separation. Additionally, for purposes of earning vacation time, the original hire date will be used; the reinstated employee will not be entitled to any vacation leave in the initial six-month period of employment. For all other purposes, such reinstated employee will be considered a new hire as of the date of re-employment.

3.11 Overtime Compensation

For the purpose of this section, all positions are divided into three categories: Exempt, Non-Exempt, and Maintenance.

Exempt positions include the following: Executive Director, Director of Operations, Director of Finance, Director of Housing Management, Director of Section 8, Director of Facilities Management, Assistant Director of Finance, Assistant Director of Housing Management, Modernization Coordinator, Resident Services Coordinator, Resident Selector, Executive Services Manager, Special Assistant and Staff Attorney.

Non-Exempt positions include all other positions established and listed on the Administrative Salary Chart.

Maintenance positions include those classified as such on the Maintenance Wage rate Determination.

Employees who work overtime are compensated as follows:

a. Exempt Employees

Exempt employees who work overtime shall earn and accumulate compensatory time after working forty hours during a calendar week, at the rate of one hour of compensatory time (or portion thereof) of every hour (or portion thereof) worked overtime. All overtime work must be approved in advance by the Executive Director.

b. Non-Exempt Employees

Non-Exempt employees who work overtime shall earn and accumulate compensatory time at the rate of one and one-half hours (or portion thereof) of compensatory time (or portion thereof) worked beyond 40 hours per calendar week. All overtime work must be approved in advance by the Executive Director.

c. Maintenance Personnel

Maintenance Personnel shall be paid at the rate of time and one-half for all work performed over 40 hours in any one-week according to Department of Labor guidelines. This overtime must be approved by the Director of Facilities Management.

Employees shall have the right to request use of accumulated compensatory time at any time, and such request shall be granted within a reasonable period unless the granting of such would unduly disrupt the operation of the Housing Authority. It is contemplated that the employee will use the accumulated compensatory time within the same pay period as was earned.

Overtime compensation is provided in accordance with federal wage and hour restrictions. It shall be based on actual hours worked. Time off for sick leave, vacation, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Travel time shall be considered when calculating overtime compensation provided it occurs within the normal working hours of 8 a.m. to 5 p.m., whether it occurs on a week day or a weekend day. Travel time that occurs outside the normal working hours will not be considered in calculating overtime compensation, except when an employee is driving or performing required work as a passenger within certain requirements.

Banking of compensatory time is allowed, upon approval of the Executive Director, however, in no event will an employee be allowed to accumulate more than 240 hours.

3.12 Direct Deposit of Payroll Checks

Authority employees may have their payroll direct deposited in up to six different financial institution accounts. The following processing procedures apply to direct deposit:

- a. The employee must complete and sign an Authorization Agreement for Direct Deposit (Form F-50), available from the Finance Department.
- b. The employee must attach a deposit slip or voided check for the account(s) in which the deposit should be made.
- c. The employee shall give the Finance Department the Authorization Agreement form at least 21 days prior to the pay date on which direct deposit is to begin.
- d. The employee should verify with the financial institution that the first deposit was made.
- e. Direct deposit will continue until the employee cancels. To cancel direct deposit, the employee must complete an Authorization Agreement, completing the top portion of the form and writing, "STOP" on the Bank name line of the first box.
- f. To change financial institutions, the employee must complete an updated Authorization Agreement. Changes must be received by the Finance Department at least 21 days before the pay date affected.
- g. Finance Department must be notified immediately when an account has been closed or payment may be delayed.

Section VI—Personnel Actions

4.1 Authority to Effect Personnel Actions

Authority to appoint, promote, transfer, demote, suspend and separate personnel shall be vested in the Executive Director.

4.2 Selection of Applicants

The Housing Authority's selection process shall be based on merit and shall be administered in compliance with federal, state and local equal employment opportunity laws, ordinances, and resolutions.

- a. For each opening, there shall be posted a complete job description setting forth minimum requirements for the position. All job descriptions shall be approved in advance by the Board of Commissioners of the Housing Authority.
- b. All persons, including current employees, shall file written applications, on forms provided by the Housing Authority, setting forth their qualifications, experience, references, and other information as may be required. The Housing Authority relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Applications that indicate that the applicant does not possess the minimum qualifications for the position, as set forth in the job description, shall not be considered.

- c. A pool of applicants shall be obtained. The methods for obtaining a pool of applicants are as follows:
 1. When the position that is to be filled is that of a maintenance department non-supervisory employee, the position shall be posted within the Maintenance Department for a period of at least two weeks. All qualified persons shall be invited to apply. Because the positions within the Maintenance Department are arrayed on a hierarchical career ladder, all positions from that of Laborer to that of the position that is sought to be filled shall be posted as well, so that there may be an opportunity to fill vacancies created by employees being promoted to fill the existing openings. The Director of Facilities Management will also review all applications on file for maintenance positions. It shall be the option of the Director of whether to simultaneously advertise the position(s) in accordance with paragraph (3) below. Positions to be created by this process on the entry level of the career ladder shall be advertised in accordance with paragraph (3) below.
 2. When the position to be filled is that of a Resident Manager at an Elderly Complex where it is required that the position be filled by a resident of the

complex, the position shall be posted on the bulletin board in the main lobby of the complex for a period of at least two weeks.

3. When the position to be filled is other than that of a Maintenance Department non-supervisory employee, the position shall be posted internally on the bulletin board in the lobby of the Housing Authority Administrative Building for a period of at least two weeks. If no internal candidate is selected, the positions will be advertised to the general public for a minimum of two weeks. As appropriate, external postings will be advertised in the local print media and on the Internet.
 4. Applications shall be screened by the Executive Services Manager to assure that the minimum qualifications are met. Acceptable applications shall then be provided to the Director of the Department in which the position is located. The Director shall prioritize the applications by the caliber of the respondents as indicated by the information on the application and shall interview a reasonable number of the best-qualified respondents. The Director shall recommend an applicant he/she feels is best suited for the position. References for the recommended applicants who are not currently employed with the Housing Authority shall be checked and communicated back to the Director. The Director shall take the appropriate action to either recommend the applicant to the Executive Director, or consider the next best applicant, depending on the results of the reference checks.
- d. An offer of employment, conditional upon a negative drug screening, will be made to the applicant recommended by the hiring department director upon approval of the Executive Director. Once the applicant has accepted the position, the Executive Services Manger shall inform the unsuccessful applicants, who were interviewed, of the action.

4.3 Changes of Status of Employment

f. Promotion

It is the policy of the Housing Authority to fill vacancies for supervisory, skilled and upper-level positions from the ranks of present employees whenever possible. All employees seeking promotion shall be expected to meet the minimum qualifications for the classification to which they seek promotion, including a drug screen, a physical examination and/or other tests when deemed necessary. Vacated or newly established positions shall be filled to the fullest extent consistent with efficient operations, by the promotion of qualified employees.

g. Demotions

An employee shall be subject to demotion under the following conditions:

1. If he/she has been found unsuited for his/her present position but may be expected to give satisfactory service in a lower paying position.

2. If his/her position has been either abolished or reallocated to a lower paying class and he/she cannot be transferred to a position of equal pay. It shall be clearly indicated on all records that the transaction in no way reflects on the employee's performance or ability.

h. Transfers

1. Employees shall be transferred within the organization as far as practicable to positions where their highest skills will be best utilized. The Executive Director may determine that a current employee be transferred to a current vacancy without the use of the selection process to provide continuity of administration, service and efficiency, for a promotion or demotion or to address and solve a specific problem.
2. When transfers of personnel are necessitated by organizational changes, every effort shall be made to place the affected employees in positions that will permit them to retain their salaries.
3. In making transfers within the organization, due consideration shall be given to the desires of the employees involved.

i. Suspension

An employee may be suspended from duty without pay for a period not to exceed fifteen (15) working days:

1. For disciplinary reasons; or
2. Pending investigation of charges where the presence of the employee at work constitutes a hazard either to the local agency or to him/herself. If investigation does not bear out the charge and the employee is retained, he/she shall be paid (full benefits) for the period of suspension.

j. Retirement

The KCKHA agrees to abide by the Age Discrimination in Employment Act which prohibits discrimination based on an individual's age of 40 years or older in any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits and any other term or condition of employment.

SECTION V — Drug Testing Policy

5.1 **Statement of Purpose**

In order to promote safety in the workplace, employee health and well being, public confidence and to comply with Public Law 100-690, the Housing Authority has adopted a formal "Statement and Policy on Drug Testing and Substance Abuse" (incorporated herein by reference).

5.2 Drug-Free Workplace

It is the intent of the Housing Authority to maintain a drug-free workplace, as required by Public Law 100-690.

5.3 Testing Pool

The testing pool is comprised of all employees of the Housing Authority.

5.4 Testing Policy

It shall be the policy of the Housing Authority to test randomly the employees in the testing pool. The random drug testing shall be spread reasonably throughout a 12-month period. The test sample shall be at a rate of at least 50% of the number of employees in the testing pool.

5.5 Applicant Drug Screening

To help insure a drug-free workplace all personnel employed after July 1, 1992 will be required to submit to a drug-screen. Employment will be conditioned upon a negative test result.

5.6 Random Drug-Testing

Each employee in the pool shall have an equal chance of selection and shall remain in the pool, even after the employee has been selected. An employee shall be selected for drug testing on a random basis by using a scientifically valid random number generation method.

5.7 Positive Results

Positive test results from employees in the testing pool will result in the following:

a. Alcohol or Marijuana

An employee from the testing pool who is found to have a blood-alcohol concentration of .08% or more, or who is found to have a detectable concentration of marijuana (or its metabolites) in his/her system, shall receive a thirty (30) day suspension for a first offense and be required to participate in the Employee Assistance Program. In addition, the employee shall be placed on twelve (12) months probation and subject to random drug and alcohol testing for that period. If during the probation period the employee violates any of the rules set forth in the Drug Testing and Substance Abuse Policy (incorporated herein by reference) he/she will be terminated.

b. Drugs other than Alcohol and Marijuana

An employee from the testing pool who is found to have a detectable concentration of any drug other than marijuana or alcohol in his/her system, including, but not limited to, heroin, cocaine, morphine phencyclidine (PCP), amphetamines, barbiturates, or hallucinogens (or metabolites of any such drugs),

shall receive a sixty (60) day suspension for a first offense and be required to participate in the Employee Assistance Program. In addition, the employee shall be placed on twelve (12) months probation and subject to random drug and alcohol testing for that period. If during the probation period the employee violates any of the rules set forth in the Drug Testing and Substance Abuse Policy (incorporated herein by reference) he/she will be terminated.

SECTION VI — **Disciplinary Actions**

6.1 Authority to Discipline

Department directors shall have authority to discipline personnel for the willful or repeated violation of personnel regulations and/or departmental regulations.

6.2 Means to Discipline

- a. Employees who willfully violate Housing Authority personnel rules and/or departmental rules or regulations may be suspended without pay, demoted, or discharged. A suspension without pay shall not exceed fifteen (15) working days for any given offense except as provided in paragraph (f) of this section or Section V, Drug Testing Policy, paragraph 5.7.
- b. An employee who willfully or repeatedly continues to violate personnel rules and/or departmental rules or regulations may be terminated for cause.
- c. Drinking on the job, appearing for work intoxicated, more than one positive test result during random drug testing, assault, and willful refusal to obey an order or offenses of like nature shall be reason for immediate dismissal for cause.
- d. An employee, who is required to drive in order to perform his/her duties for the Housing Authority, who loses his/her driver's license through suspension, revocation, or expiration, shall be subject to termination.
- e. An employee, who is evicted from a Public Housing unit for breach of lease, shall forfeit his/her position with the Housing Authority.
- f. An employee charged with a criminal offense not related to his/her job may be suspended without pay pending full investigation. Following such investigation the employee may be reinstated at the discretion of the Executive Director.

SECTION VII — **Separations**

7.1 Resignations

An employee who desires to terminate his/her employment shall submit a written resignation at least two weeks in advance, setting forth his/her reasons for resigning.

7.2 Terminations

Since employment with the Housing Authority is based on mutual consent, both the employee and the Housing Authority have the right to terminate employment at will, with or without cause, at any time.

An employee who gives unsatisfactory service or who is guilty of violations of regulations shall be subject to immediate dismissal.

Removal for Cause is justified for, but not limited to, the following reasons: incompetence or gross neglect of duty; absent without leave; insubordination or serious breach of discipline; habitual abuse of intoxicating liquors, narcotics, or prescription drugs; conviction of a felony or a crime involving moral turpitude; negligent or willful damage or misuse of public property; falsification of employment application form; refusal to submit to random drug testing, and giving or accepting bribes.

In such cases, the employee, if he/she desires, may request a hearing in accordance with SECTION VIII, Grievances. Only full-time employees are covered by SECTION VIII, Grievances, and are entitled to a grievance hearing and other Housing Authority benefits.

7.3 Reduction in Force

- a. If it is necessary to reduce personnel, the selection of employees to be retained shall be based primarily on their relative efficiency and the necessity of the job entailed. Other things being equal, length of service shall be given consideration.
- b. At least two weeks notice prior to dismissal shall be given an employee except for temporary and seasonal employees.

7.4 Offset

In the event an employee is indebted to the Housing Authority for any reason at the time of separation, the Housing Authority may offset any such indebtedness from the employee's final paycheck.

SECTION VIII — Grievances

8.1 Purpose

To encourage fair and equitable treatment of employees and to encourage reconciliation of conflicts. This procedure shall be used by employees without fear of retaliation. The Housing Authority will take no adverse employment action against any employee on the ground that the employee has filed a grievance or has assisted in the grievance of another employee.

8.2 Grievance Defined

A grievance is a complaint involving misapplication of a practice or policy under the personnel rules of the Housing Authority and seeking reversal of action taken adverse to an employee, as described below, including suspension, demotion and termination for cause, or seeking review of a complaint of discrimination, harassment or coercion. A grievance will not be heard if it pertains to a situation in which the employee has no direct interest, if brought in bad faith, or if it is brought for an improper cause. Action taken adverse to an employee means action that resulted in something being taken away from such employee or resulted in such employee being deprived of something which the employee would have received had there not been misapplication of a practice or policy under the personnel rules; it does not include a claim by an employee seeking to be provided a benefit, an increase or other employment advantage that is not already provided to the employee in the absence of a complaint of misapplication of a practice or policy under the personnel rules or complaint of discrimination, harassment or coercion. The Executive Director will determine whether a particular complaint may properly be heard under the Grievance Procedure. Only full-time employees are eligible for hearings.

8.3 Procedure for Grievances

If the Executive Director determines that the particular complaint is a grievance as defined in Section 8.2 which may properly be heard under the Grievance Procedure, the following procedure shall be followed:

- a. A sincere attempt will be made by each supervisor to resolve any grievance before it becomes necessary to resort to the grievance procedure.
- b. Any employee who, after conferring with his/her supervisor or department director, still feels aggrieved may, within five (5) working days, appeal in writing to the Executive Services Manager/Equal Opportunity Officer, who will investigate, review policy and procedural steps and issue a written report of findings within five (5) working days.
- c. Should the employee still feel aggrieved after the Executive Services Manager/Equal Opportunity Officer makes a decision, he/she may appeal in writing to the Executive Director within five (5) working days following receipt of the decision.
- d. The Executive Director shall issue his/her decision within a reasonable time, based on the facts and circumstances of the grievance, following receipt of the

appeal. The decision of the Executive Director shall be final, except as indicated below.

- e. Any grievance involving alleged violations of law or deliberate misconduct on the part of the Executive Director, and any grievance involving termination of an employee, may be reviewed by the Board of Commissioners after the decision of the Executive Director. The request for such review must be made in writing within five (5) working days following receipt of the decision of the Executive Director and shall state the reasons the requesting party believes (a) that the decision of the Executive Director misapplied a practice or policy of the personnel rules of the Housing Authority and (b) in the case of a grievance not involving termination of an employee, that there was a violation of law or deliberate misconduct on the part of the Executive Director. The Board of Commissioners shall be furnished the decision of the Executive Director, the request of the employee for review, a summary of the hearing before the Executive Director, and all documents presented at the hearing. The review of the written record shall occur in Executive Session at the next regular meeting of the Board of Commissioners or at a special meeting to be called by the Chairman. The Board of Commissioners may render its decision as to whether or not the decision of the Executive Director misapplied a practice or policy of the personnel rules of the Housing Authority based on its review of the written record, in which case the decision of the Board of Commissioners shall be rendered in writing within fifteen (15) days of such review and furnished to the aggrieved employee and the Executive Director. If, however, following the review of the written record, the Board of Commissioners determines that an issue of fact or question of interpretation of policy merits additional information, the Board of Commissioners may request to be supplied additional information and/or that an oral presentation be made. The review of additional information and/or oral presentation shall occur in Executive Session at the next subsequent regular meeting of the Board of Commissioners or at a special meeting to be called by the Chairman. In such event, the decision of the Board of Commissioners as to whether or not the decision of the Executive Director misapplied a practice or policy of the personnel rules of the Housing Authority shall be rendered in writing within fifteen (15) days of the review of additional information and/or oral presentation and furnished to the aggrieved employee and the Executive Director. The decision of the Board of Commissioners shall be final.
- f. Grievances involving employment decisions such as disciplinary actions, suspension or termination are not subject to review by the Board of Commissioners, except as provided in Section 8.3.e.

8.4 Procedure for Grievances Asserting Violations of Section 1.5 on the Part of the Executive Director

The following procedure shall be followed for a grievance involving alleged violations of Section 1.5 of this Policy on the part of the Executive Director, if the Chairman of the Board of Commissioners determines that the particular complaint is a grievance as defined in Section 8.2 which may properly be heard under the Grievance Procedure:

- a. A sincere attempt should be made by each supervisor to resolve any grievance before it becomes necessary to resort to the grievance procedure.

- b. Any employee who, after conferring with his/her supervisor or department director, still feels aggrieved may, within five (5) working days, appeal in writing to the Chairman of the Board of Commissioners. The Chairman will assign the complaint to a Equal Opportunity Officer, who will investigate, review policy and procedural steps and issue a written report of findings within five (5) working days.
- c. Should the employee still feel aggrieved after the Equal Opportunity Officer makes a decision, he/she may appeal in writing to the Chairman of the Board of Commissioners within five (5) working days following receipt of the decision.
- d. The Chairman of the Board of Commissioners shall issue his/her decision within a reasonable time, based on the facts and circumstances of the grievance, following receipt of the appeal. The decision of the Chairman shall be final, except as indicated below.
- e. Any grievance involving alleged violations of law or deliberate misconduct on the part of the Executive Director may be reviewed by the Board of Commissioners after the decision of the Chairman. The request for such review must be made in writing within five (5) working days following receipt of the decision of the Chairman and shall state the reasons the requesting party believes (a) that the decision of the Chairman misapplied a practice or policy of the personnel rules of the Housing Authority and (b) that there was a violation of law or deliberate misconduct on the part of the Executive Director. The Board of Commissioners shall be furnished the decision of the Chairman, the request of the employee for review, a summary of the hearing and/or other proceedings before the Chairman, and all documents presented at the hearing and/or other proceedings. The review of the written record shall occur in Executive Session at the next regular meeting of the Board of Commissioners or at a special meeting to be called by the Chairman. The Board of Commissioners may render its decision as to whether or not the decision of the Chairman misapplied a practice or policy of the personnel rules of the Housing Authority based on its review of the written record, in which case the decision of the Board of Commissioners shall be rendered in writing within fifteen (15) days of such review and furnished to the aggrieved employee and the Executive Director. If, however, following the review of the written record, the Board of Commissioners determines that an issue of fact or question of interpretation of policy merits additional information, the Board of Commissioners may request to be supplied additional information and/or that an oral presentation be made. The review of additional information and/or oral presentation shall occur in Executive Session at the next subsequent regular meeting of the Board of Commissioners or at a special meeting to be called by the Chairman. In such event, the decision of the Board of Commissioners as to whether or not the decision of the Chairman misapplied a practice or policy of the personnel rules of the Housing Authority shall be rendered in writing within fifteen (15) days of the review of additional information and/or oral presentation and furnished to the aggrieved employee and the Executive Director. The decision of the Board of Commissioners shall be final.

SECTION IX — Working Hours

The regular workweek shall consist of 40 hours, Monday through Friday. Regular office hours are from 8:00 a.m. to 4:30 p.m. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Overtime work shall be avoided as far as possible, but may be required by the Executive Director in the interest of efficient operations.

Failure to work scheduled overtime or overtime worked without prior approval may result in disciplinary action.

SECTION X — Leave Provisions

10.1 Holidays

- a. Holidays shall be all legal holidays currently observed as declared by the Unified Government Commission.
- b. From time to time, on special occasions, the Unified Government Commission may designate other days as special holidays.
- c. Weekend proximity of a calendar-date holiday may lead the Housing Authority to adjust the holiday schedule in any given year.
- d. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day had it not been a holiday.
- e. Employees required to work on an observed holiday shall be compensated as set forth in Section 3.11 in accordance with their position classification.
- f. To be eligible to receive pay for an observed holiday, a full-time employee must not have been absent without leave either on the workday before the holiday or after the holiday. The only exception to this rule would be during the time of vacation or with a written statement from a doctor to the effect that the person involved was ill.

10.2 Annual Leave

- a. Annual leave with pay shall be earned by all full-time employees, and by certain part-time employees as described in this section. No one, including reinstated employees under Section 3.10, is eligible to use annual leave until they have completed their initial six months of employment.

For a part-time employee to be eligible for annual leave, such employee must be scheduled to work twenty (20) hours a week or more, and must have been employed at least one year. Temporary and seasonal employees are not eligible for annual leave with pay. An eligible part-time employee will receive five (5) working days of vacation per year.

- b. The number of vacation days accrued is dependent upon the individual full-time employee's number of years of service completed. For the purpose of accruing annual leave, for each year of service after the first, each anniversary after the first is considered to fall on the first full month after the anniversary date. Vacation days are working days not calendar days and are accumulated as follows:

<u>MONTHS OF SERVICE</u>	<u>ACCRUAL</u>	<u>TOTAL PER YEAR</u>
1 through 60	1 day per month	12 working days
61 through 120	1¼ days per month	15 working days
121 through 240	1½ days per month	18 working days
241 and over	2 days per month	24 working days

(EXCEPTION: SECTION 3.1.a).

- c. Paid holidays that occur during a vacation leave are not counted as a day of vacation.
- d. Annual leave time off is paid at the employee's base pay rate at the time it is taken. It does not include overtime or any special forms of compensation.
- e. Annual leave cannot be taken in increments of less than one-half day and must be approved in advance by the supervisor.
- f. Requests for annual leave for continuous time in excess of that earned in one year will be discouraged and will be approved only by the Executive Director upon recommendation of the department director. For instance, an employee who has been with the Authority for six years should not expect to take more than 15 continuous working days off except in rare instances and with proper approvals.
- g. Unused annual leave not to exceed one year's accrued time may be carried over to the next calendar year.
- h. A full-time employee who is permanently separated shall be paid in a lump sum for any accumulated annual leave at his/her current rate of pay. If the employee does not desire lump sum payment, he/she may be paid each pay period until all time is used. Separation for purposes of this paragraph shall include entering military service under conditions set forth later in this section.

10.3 Sick Leave

Employees are entitled to sick leave with pay for absences resulting from illness, injuries, accidents or other physical incapacitation, occurring either on or off the job, or illness or physical incapacity of a member of the employee's household that requires the employee's personal care and attention. Up to three (3) days per year may be converted to personal leave. Beginning January 1, 2003, employees who have used 35 hours or less of sick leave, including sick leave converted to personal leave, in a calendar year will be entitled to convert an additional day to annual leave.

a. Amount of Sick Leave

Full-time employees shall accumulate sick leave at the rate of 1¼ days per month, but shall not be allowed to use accumulated sick leave until completion of the initial six-month period of employment unless otherwise recommended by the department director and approved by the Executive Director.

b. Accumulation of Sick Leave

Employees shall accrue an unlimited amount of sick leave.

c. Computing Sick Leave

Any absences for a fraction or part of a day which is chargeable to sick leave shall be charged in increments of not less than one hour.

d. Doctor's Certificate

For sick leave in excess of two days, an employee may be required to have a signed statement from a physician or dentist verifying the employee's inability to perform his/her assigned duties because of such illness. In the event abuse is suspected, a department director may require a signed statement from a physician or dentist for one day of absence.

e. Notification

To be eligible for paid sick leave an employee shall notify his/her immediate supervisor of the reason for his/her absence no later than one hour after the beginning of the first work day for which sick leave is taken.

f. Abuse of Sick Leave

An employee who improperly claims sick leave shall be subject to disciplinary action, including loss of pay or dismissal.

g. Conversion to Personal Leave

Personal leave will allow employees to take care of personal business without requiring that it be charged to annual leave. Employees may annually convert up to three (3) days of sick leave to personal leave. Such leave must be approved in advance, except in cases of emergencies.

10.4 Family and Medical Leave

Under certain conditions, the federal *Family and Medical Leave Act* entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons or for any “qualifying exigency” arising out of the fact that a covered military member is on active duty, or has been notified of an impending call or Order to active duty, in support of a contingency operation. Eligible employees may also take up to 26 weeks of job-protected leave in a single 12-month period to care for a covered service-member with a serious injury or illness.

a. Eligible Employees

To be eligible for FMLA benefits, an employee MUST:

- Work for a covered employer (the Housing Authority is a covered employer);
- Have worked for the employer for at least 12 months;
- Have worked at least 1,250 hours during the 12-month period preceding the leave; and
- Work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the Housing Authority within 75 miles.

Employment periods prior to a break in service of seven years or more will not be counted toward the 12-months of service, unless the break is occasioned by the employee’s fulfillment of the employee’s Uniformed Services Employment and Reemployment Rights Act (“USERRA”), 38 U.S.C. 4301, *et seq.*, covered service obligation.

An Employee who is among the highest paid 10% of Housing Authority employees within 75 surface miles can be denied job restoration if keeping the job open for that employee would result in the Housing Authority suffering substantial and grievous economic injury. However, once the employer has notified the employee, the employee would be given the opportunity to return to work.

b. Definitions

Child – A child shall include a newborn, a child 18 and under, a child 18 and over unable to care for him or herself due to disability, foster children, wards of the state, stepchildren.

Covered Service-member – A covered service-member includes: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; and (2) a veteran of the Armed Forces (including a member of the National Guard or Reserves), who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran and who are undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

Inpatient care – Inpatient care shall include an overnight stay in a hospital, hospice or residential medical-care facility, including any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) or subsequent treatment in connection with such inpatient care.

Qualifying exigencies – Qualifying exigencies, for purposes of leave to care for a **military member**, shall include:

- 1) Issues arising from a covered military member's short notice deployment (i.e., seven or less days of notice) for a period of *seven* days from the date of deployment notification;
- 2) Attending military events and related activities, such as official ceremonies, programs or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;
- 3) Certain childcare and school-related activities such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the covered active duty or call to covered active duty of the military member;
- 4) Making or updating financial and legal arrangements to address a military member's absence while on covered active duty or call to covered active duty status or acting as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to covered active duty status, and for a period of 90 days following termination of the military member's covered active duty status;
- 5) Attending counseling, provided by someone other than a health care provider, for oneself, the covered military member, or the child of the covered military member, whereby the need for which arises from the active duty or call to active duty status of the covered military member;
- 6) Taking up to **fifteen** days of leave to spend time with a covered military member on temporary, rest and recuperation leave during deployment;
- 7) Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status, and to address issues arising from the death of a covered military member while on active duty;
- 8) Certain parental care such as arranging for alternative care for a parent of the military member when the parent is incapable of self-care, providing care for a parent of the military member on a non-routine, urgent, immediate need basis when the parent is incapable self-care, admitting or transferring to a care facility a parent of the

military member, and attending certain meetings, that are not routine or regular, with staff at a care facility, such as meetings with hospice or social service providers for a parent of the military member if they are necessary due to circumstances arising from the covered active duty or call to covered active duty status of the military member; and

- 9) Addressing other events which arise out of the military member's covered active duty or call to covered active duty status provided that the Housing Authority and the employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.

Parent – A parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter. This term does not include parents “in law.”

Serious health condition – A serious health condition means an illness, injury or impairment, or physical or mental condition that involves either: (1) inpatient care; or (2) continuing treatment by a health care provider which includes one of the following:

- 1) A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that ALSO includes:
 - Treatment two or more times by, or under the supervision of, a health care provider (i.e., in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); OR
 - One treatment by a health care provider (i.e., an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); OR
- 2) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; OR
- 3) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to the health care provider is not necessary for each absence; OR
- 4) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; OR
- 5) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

Serious injury or illness of a service-member

- 1) For a current member of the Armed Forces, including a member of the National Guard or Reserves, a serious injury or illness is an injury or illness that was incurred by the covered service member in the line of duty on active duty in the Armed Forces

or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of his or her office, grade, rank, or rating.

2) For a covered veteran, a serious injury or illness in an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:

- A continuation of serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service-member unable to perform the duties of the service-member's office, grade, rank or rating; or
- A physical or mental condition for which the covered veteran has received a U.S. Department of Veteran's Affairs Service-Related Disability Rating ("VASRD") of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
- A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would so absent treatment; or
- An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

c. 12-Week Leave Entitlements

The Housing Authority shall grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12-month rolling calendar-year period for one or more of the following reasons:

- For the birth and care of a newborn child of the employee;
- For placement with the employee of a son or daughter for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent with a serious health condition;
- Because of a serious health condition that renders the employee unable to perform the functions of the employee's job; or
- For a qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is on active duty or called to active duty status.

d. Military Caregiver Leave (26-Week Leave Entitlement)

An eligible employee who is a spouse, son, daughter, parent or next of kin of a covered service-member with a serious injury or illness shall be entitled to a total of 26 workweeks of unpaid leave during a single 12-month rolling calendar period to care for the service-member. The "single 12-month period" for leave to care for a covered

service-member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later. An eligible employee is limited to a combined total of 26 workweeks of leave during a single 12-month period for any FMLA-qualifying reason.

e. **Intermittent or Reduced Leave**

When medically necessary for an employee's serious health condition, or the serious health condition of a spouse, child, or parent, leave may be taken in separate blocks of time for a single qualifying reason, or by way of a reduced weekly or daily work schedule. In such circumstances, the Housing Authority can require the employee to temporarily transfer to an alternative position which is equivalent in pay and benefits, or a part-time schedule that better accommodates recurring absences.

Intermittent or reduced leave may be taken only with the Housing Authority's consent for the care of a newborn child, a newly-adopted child, or a child recently placed for foster care. Consent is not required if an employee needs to take leave for his or her own serious health condition in connection with the birth of a child or for the newborn's own serious health condition.

When leave is needed for planned medical treatment, employees must make a reasonable effort to schedule treatment so as not to unduly disrupt the Housing Authority's operations.

f. **Spouses' Combined Leave**

Spouses who are both employed by the Housing Authority are entitled to a *joint total* of 12 weeks' leave for the birth of a child, or for placement for adoption or foster care of a child, or for the care of a parent with a serious health condition. Leave for birth and care, or placement for adoption or foster care, must conclude within 12 months of the birth or placement. Spouses who are both employed by the Housing Authority also are entitled to use a *combined total* of 26 weeks' leave to care for a covered service-member with a serious injury or illness during the same single 12-month period.

g. **Requesting FMLA Leave**

Employees desiring to take FMLA leave should submit written requests on forms approved by, and provided by, Human Resources, (contact Human Resources or Finance to obtain these forms). Requests should be made no later than 30 days prior to the anticipated start date of leave except where the need is unforeseeable or such notice is impracticable. If the leave is foreseeable less than 30 days in advance, the employee must provide notice as soon as practicable, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the Housing Authority within 30 minutes prior to the start of the employee's shift. Failure to make a timely request for FMLA leave—in other words, to put the Housing Authority on notice of the need for leave—may mean that all, or part, of the employee's time off may not qualify as FMLA leave or such leave may be delayed. When planning medical treatment, employees must consult with the Housing Authority and make a reasonable effort to schedule the treatment so as not to disrupt the Housing Authority's operations. Once leave is taken, employees must regularly report their status to the Housing Authority.

h. **Designation of FMLA Leave as Paid Leave**

An employee shall exhaust all paid leave concurrent with the employee's FMLA leave consistent with the Housing Authority's leave policies. In such a case, the paid time taken will be counted against the employee's FMLA leave time and the employee's accrued leave time unless the leave is also taken pursuant to a disability benefit plan or workers' compensation. If an employee is taking leave pursuant to a disability benefit plan or workers' compensation injury, the employee may, at his or her discretion, substitute paid leave for unpaid leave. The Housing Authority shall notify the employee of the designation within five business days, absent extenuating circumstances, or within other time limits that may be allowed under the FMLA. Not all types of paid leave may be substituted in all situations. Contact Finance, for further details.

i. **Medical Certifications in Requesting Leave**

The Housing Authority will require medical certification, by a health care provider, to support an employee's request for leave due to the employee's own serious health condition, or to care for a seriously ill child, spouse or parent. Certification of an *employee's* serious health condition must include, among other things, a statement that the employee is unable to work at all or is unable to perform at least one of the essential functions of his or her position. *For leave to care for a seriously ill child, spouse or parent*, the certification must include, among other things, an estimate of the amount of time the employee is needed to provide care. The Housing Authority will provide employees with a certification form when certification is required. Employees must return the requested certification to the Housing Authority within 15 calendar days after the Housing Authority's request, absent extenuating circumstances. Employees must provide a complete and sufficient certification. **Failure to submit the necessary medical certifications may mean that all, or part, of the employee's time off may not qualify as FMLA leave.**

j. **Certifications for Military Family Leave**

The Housing Authority will require certification to support an employee's request for military family leave arising from the employee's qualifying exigency or to care for a covered service-member with a covered serious illness or injury. The Housing Authority will provide employees with a certification form when certification is required. Employees must return the requested certification to the Housing Authority within 15 calendar days after the Housing Authority's request, absent extenuating circumstances. Employees must provide a complete and sufficient certification. **Failure to submit the necessary medical certifications may mean that all, or part, of the employee's time off may not qualify as FMLA leave.**

k. **Clarification of Medical Certification**

The Housing Authority's health care provider, the employee's supervisor or Finance, may clarify a medical certification of a serious health condition with the employee's health care provider. The Housing Authority *may require a second medical opinion, and subsequent and periodic re-certifications, at its expense.* If the employee's and employer's opinions conflict, the Housing Authority may require the binding opinion of a third health care provider, whose identity the Housing Authority and employee must approve and which shall be paid for by the Housing Authority.

l. Benefits During FMLA Leave

Group health insurance coverage will continue for employees on FMLA leave as if they were not on leave, and will do so on the same conditions as coverage would have been provided if the employee had been continuously working during the entire leave period. Employees who paid part of the premiums to maintain health coverage before taking leave must, to continue coverage during leave, make those payments, and the payments should be coordinated through Finance. Should the employee fail to return to work, or remain at work upon return for less than 30 days, for reasons other than serious health conditions or retirement, or for reasons beyond the employee's control, the Housing Authority may recover from the employee the costs of payments made to continue the employee's health insurance.

Employees will not accumulate vacation or sick leave during the FMLA leave period.

m. Medical Certifications To Return to Work

Employees returning to work following FMLA leave are required to provide their supervisor or Finance, with a release from a health care provider allowing the employee to return to duty prior to reporting for duty. Employees who fail to provide the release to return to duty may not be permitted to resume work until that document is provided.

Employees who are absent on an intermittent or reduced leave schedule may be asked to provide a certification of fitness to return to duty for such absences up to once every 30 days (or at any interval not to exceed every 30 days) if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took such leave.

If an employee becomes ill or is injured off the job and seeks medical treatment or obtains physician-imposed restrictions, the employee must report this to their supervisor, prior to returning to work. The employee shall be required to provide a physician's statement detailing the employee's restrictions, if any, and may be asked to provide a fitness-for-duty certification with regard to the particular health condition that caused the employee's need for FMLA leave. This certification, if required for that occupation or position, would specifically address the employee's ability to perform the essential functions of the employee's job as identified by the employer. The cost of the certification shall be borne by the employee. The Housing Authority may delay restoration to employment until an employee submits a required fitness-for-duty certification. An employee who fails to submit the required fitness-for-duty is not entitled to reinstatement under the FMLA. The Housing Authority shall advise employees of the fitness-for-duty requirement in the designation notice, along with a list of the essential functions of the employee's job.

n. Job Restoration Following Return From Leave

Upon return from FMLA leave, an employee shall be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave shall not result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave except that any bonus, payment, or benefit based on the achievement of a specified goal, such as hours worked, products sold, or perfect attendance, shall be

denied on the same terms and conditions that such benefits are denied to employees on other types of non-FMLA leave.

o. Complaint Procedure

Any employee who believes that he or she has witnessed or experienced any employee interfering with an employee's leave or retaliating against an employee for inquiring about, requesting, or taking leave, shall immediately report the incident pursuant to the Housing Authority's Non-Discrimination, Non-Harassment, and Non-Retaliation complaint policy and procedures.

p. Limitations of Policy Provisions

The Housing Authority is committed to comply with the FMLA laws, regulations, and interpreting authority. This policy generally describes critical FMLA provisions, and is not intended to provide an exhaustive explanation of the Act. To the extent anything in this policy is inconsistent with or prohibited by the prevailing FMLA laws bearing on this policy and binding on the Housing Authority, then the law shall control. Any questions regarding the meaning of this policy, an employee's eligibility or entitlement to leave, or an employee's return to work, should be directed to their supervisor or Finance.

10.5 Maternity/Paternity Leave

Employees shall use Family Medical Leave (FML) for addition of a new child, when FML is available to the employee. In other cases, an employee may request a leave of absence under this provision for Maternity/Paternity Leave.

A leave of absence for maternity/paternity shall be granted upon request; in general, it shall conclude when the baby is six weeks of age; however, in no instance is the total time off to exceed six months.

- a. The employee's request for leave must be in writing and is to describe how the employee will account for the day's used.
 - 1. All sick leave is to be used next vacation is to be used, then unpaid leave of absence.
 - 2. A written statement of the attending health care provider must accompany the employee's statement; such statement shall include:
 - A. The date the leave is to begin, as soon as such date can be estimated; and
 - B. The projected date on which the employee can be expected to return to work. The return date is subject to change if the health care provider so directs.
 - 3. All days off must be accounted for, so the employee shall present to the supervisor requests for additional leave if unable to return to work. As stated above, however, the total unpaid leave granted shall not exceed

six months. If unable to return to work, the employee will be terminated from employment.

- b. Provided the above conditions are met, Maternity/Paternity Leave shall be granted by the Housing Authority. The employee shall return to the same or an equivalent job, without reduction in pay, seniority, or other benefits.
- c. Generally, at some point within the six-week period following the birth, the department is to be notified of the date on which the employee will return to work. If such date is not the same as projected in the original request, a revised date is to be given as soon as the health care provider can determine it. Extending unpaid Maternity/Paternity Leave beyond the initial six weeks beyond the birth shall require that a medical report be sent to the department at least every 30 days. Therefore, no sick leave shall be used for Maternity/Paternity Leave beyond the date that is six weeks after the baby's birth, unless an illness of either mother or child is involved, and a medical statement is submitted.
- d. In addition to any medical examination secured by the employee, the department director has the authority to require the employee to submit to examination, at the Housing Authority's expense, by a second health care provider as a condition of receiving or continuing to receive unpaid Maternity/Paternity Leave. An employee who refuses to submit to such examination and/or diagnostic tests shall forfeit all rights to Maternity/Paternity Leave.
- e. Maternity/Paternity Leave is without pay unless it is charged against the employee's accumulated comp time, vacation time, or sick leave. Extended use of sick leave does not require advance action; however, as a long-term use of sick leave, it may require that a medical report be sent to the department at least every 30 days.
- f. Illness associated with pregnancies shall be treated the same as other illnesses.
- g. The employee on an unpaid leave of absence should be aware that his/her Housing Authority-provided group health care coverage ceases after the initial twelve weeks of the employee's approved Family Medical Leave (FML) covered under the Family Medical Leave Act (FMLA). If desiring to retain coverage during a longer leave, subject to the terms, conditions and limitations of the applicable plan, he/she must arrange to make all the necessary payments, including those for any applicable dependent coverage. The payments are to be made in advance, on at least a monthly basis.
- h. If the employee fails to return on the expected date and is absent without notification or without permission for a period of five (5) consecutive working days he/she shall be considered to have resigned his/her position, unless it can subsequently be shown that such absence was unavoidable and not the employee's fault.
- i. Modified duties for medical reasons: if the employee's health care provider requests modified duty because of medical reasons, the department director shall consider the request. Such medical requests may be accommodated within the constraints of efficient management; however, a position will not be created

to oblige a medical need. (The employee may need to consider taking an earlier leave.)

- j. Neither sick leave nor vacation time accumulates during unpaid leaves of absences.
- k. If the mother or father requests "child care leave", defined as leave beyond six weeks after the birth, when no medical problems exists, and the department is able to handle his/her absence, the department director may request that the Board of Commissioners grant an unpaid leave of absence, instead of unpaid Maternity/Paternity Leave.

10.6 Medical Leave

Employees shall use Family Medical Leave (FML) for reason of long-term illness or physical incapacity, when FML is available to the employee. In other cases, an employee may request a leave of absence under this provision for medical leave.

A leave of absence without pay for reason of illness or physical incapacity may be granted subject to the recommendation of the department head, and with the approval of the Executive Director.

- a. The employee's request for leave must be in writing and is to describe how the employee will account for the days used.
- b. All sick leave is to be used, next vacation is to be used, then unpaid leave of absence.
- c. A written statement of a health care provider must accompany the employee's statement; such statement shall include the date the leave is to begin, and the projected date on which the employee can be expected to return to work. The return date is subject to change if the health care provider so directs.
- d. All days off must be accounted for, so the employee shall present to the supervisor requests for additional leave if unable to return to work. As stated above, however, the total unpaid leave granted shall not exceed six months. If unable to return to work, the employee will be separated from employment.
- e. In addition to any medical examination secured by the employee, the department director has the authority to require the employee to submit to examination, at the Housing Authority's expense, by a second health care provider as a condition of receiving or continuing to receive unpaid Medical Leave. An employee who refuses to submit to such examination and/or diagnostic tests shall forfeit all rights to said leave.
- f. The employee on an unpaid leave of absence should be aware that his/her Housing Authority-provided group health care coverage ceases after the initial 12 weeks of covered FML. If desiring to retain coverage during a longer leave, subject to the terms, conditions and limitations of the applicable plan, he/she must arrange to make all the necessary payments, including those for any

applicable dependent coverage. The payments are to be made in advance, on at least a monthly basis.

- g. If the employee fails to return on the expected date and is absent without notification or without permission for a period of five (5) consecutive working days he/she shall be considered to have resigned his/her position, unless it can subsequently be shown that such absence was unavoidable and not the employee's fault.
- h. Modified duties for medical reasons: if the employee's health care provider requests modified duty because of medical reasons, the department director shall consider the request. Such medical requests may be accommodated within the constraints of efficient management; however, a position will not be created to oblige a medical need. (The employee may need to consider taking an earlier leave.)
- i. Neither sick leave nor vacation time accumulates during unpaid leaves of absences.

10.7 Military Leave

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. Military leave of absence with pay, in accordance with the number of calendar days each calendar year permitted by existing State and Federal law, will be granted to regular full-time employees who are reservists of the Armed Forces or members of the National Guard engaged in active duty, training or military aid to enforce law. Pay shall be regular salary less base pay received from the Armed Forces.

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.

Employees on military leave for up to 30 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 may 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.

10.8 Funeral Leave

In case of death of a member of his/her immediate family, such as the spouse, children, grandchildren, parents, grandparents, brother, sister, parents of spouse, or other relative who at the time of death lived in the employee's home, an employee may be granted funeral leave not exceeding three working days. Such leave, when granted, may be charged against any unused sick leave or annual leave accrued, unless the employee elects to take leave without pay. In exceptional circumstances, an employee may request additional leave with the recommendation of the department director and the concurrence by the Executive Director.

10.9 Court Leave

a. Summons

A summons or subpoena must be legally served and may be for serving as a witness or for jury duty. All employees when actually summoned shall immediately inform the Executive Director.

b. Reimbursement

The pay of any employee who has received a subpoena for jury duty or as a witness will continue at the regular rate. All reimbursement received shall be turned over to the local agency to be credited against regular salary. Payment by the Court to the employee for travel expense at the prevailing rate may be retained by the employee.

10.10 Other Leaves

a. Leave without Pay

Leave without pay, where necessary, may be granted upon the recommendation of the department director, with the approval of the Executive Director. Such leave shall not exceed six months in any one calendar year.

b. Meetings, Seminars

Any employee may be granted leave with pay to attend meetings, seminars and conventions of professional and technical organizations when such attendance is properly authorized.

c. Family Illness or Death

In case of illness or death of a member of his/her immediate family, the employee may be granted leave with approval of the department director. Such leave, when granted, may be charged against any unused sick leave or annual leave accrued, unless the employee elects to take leave without pay.

10.11 Absences without Authorization

- a. Absence without proper authorization or approval may be considered sufficient cause for suspension or dismissal of the employee at the discretion of the supervisor or department director.
- b. If an employee is absent without proper authorization, deduction shall be made from his/her pay for that period of absence.

10.12 Sick Leave Bank Program

- a. Policy
 1. The Housing Authority Sick Leave Bank (the "Bank") serves as a depository into which participating employees may donate accrued sick leave time for allocation to other participating employees. The purpose of this bank is to alleviate the hardship caused if catastrophic illness or injury forces the employee to exhaust all sick and annual leave time earned by that employee and thereby lose compensation.
 2. A catastrophic illness or injury is a severe condition affecting mental or physical health, requiring continuing services, and qualifying as a FML event as described in Section 10.4.e. The Bank is for the serious illness or injury of an employee only and not for the illness or injury of immediate family members.
 3. The Sick Leave Bank Coordinator, who shall be appointed by the Executive Director, will administer the Bank. The Sick Leave Bank Coordinator shall be responsible for administration and implementation of the Bank guidelines, membership and enrollment procedures, maintenance of Bank donations and withdrawals, and determinations of withdrawal approvals.
- b. Program Eligibility and Limitations
 1. Eligibility begins upon donation of minimum 1-day (8-hour) accrued sick leave to the Bank. For individuals who regularly work less than a 40-hour week, 1-day is determined on a prorated basis.
 2. Eligibility will continue from year-to-year
 3. Open enrollment period – Existing employees will be given an annual opportunity to make a donation to the program as provided in Section 10.12.c.3 below, to be scheduled at the same time as the enrollment period for health insurance.
 4. Eligibility will discontinue upon termination, death, or failure to donate required minimum.
 5. Membership in Bank shall remain confidential and be divulged only as necessary to maintain and administer program.

c. Donations

1. Employees wishing to participate must sign authorization statement.
2. Donations made during open enrollment qualify employee for Bank benefits during the following (calendar) year.
3. An employee can contribute a maximum of 5% of his/her accrued sick leave at time of donation, or 8 hours, whichever is greater. However, the employee must retain a minimum of 60 hours of accrued sick leave after the donation.
4. Once sick leave has been donated to the Bank, it cannot be restored to the donating employee.
5. Employees may not designate a particular employee to receive their donated time.
6. Special enrollment periods can be opened as needed to maintain Bank levels, but employees will be limited to donations as detailed in (3) above.
7. Should the Board of Commissioners at any time determine to terminate the Sick Leave Bank program, any balances remaining in the Bank shall be redistributed back to participating employees at a prorated level equal to their contribution, exclusive of any withdrawals made from the Bank.

d. Withdrawals

1. An eligible employee must request sick leave from the bank in writing using the proper request form. In the event the employee is incapacitated, a member of his/her family or a designee of the member on his/her behalf may submit the application to the Sick Leave Bank Coordinator.
2. All requests must be accompanied by physician's statement that includes beginning date of condition, description of injury or illness, and prognosis for recovery. Request should also indicate estimated number of sick leave days required/requested and information related to pending disability claims.
3. Use of benefits from the Bank is considered under the provisions of the FMLA and any use is included in the 12 weeks of leave provided under the Act, if applicable.
4. Requests for withdrawal must be made no later than 5 working days after all accrued sick leave time has been exhausted.
5. A decision will be provided, in writing, to the employee within 5 working days after receipt of the request.
6. The amount, if any, of sick leave granted for each request will be determined by the Sick Leave Coordinator, subject to concurrence by the

Executive Director, but cannot exceed one-fourth of the balance in the Bank at the time of the request or a maximum of 20 working days, whichever is less.

7. No employee may receive more than 20 working days in one calendar year.
8. If the recipient returns to work before the received hours have been expended, the hours are returned to the sick leave bank.

e. Appeals

In the event an eligible employee is denied entry into the Bank, the employee may appeal the decision using the Grievance Process outlined in Section 8 of this Personnel Policy. Decisions relating to the granting of requests for withdrawals of sick leave are not appealable in the absence of a complaint of misapplication of a practice or policy under the personnel rules or complaint of discrimination, harassment or coercion.

f. Board Policy to Donate Hours of a Departing Employee

The following represents the policy of the Board to donate sick leave hours of a department employee: In the event an employee who leaves the employment of the Housing Authority has accrued sick leave, by Board policy there will be donated up to 5% of the departing employee's accrued sick leave at time of donation, less any sick leave time, if any, which the employee had already donated in the year of departure. An employee who is re-employed and reinstated pursuant to Section 3.10 shall receive credit for all unused sick leave he/she had accrued at the time of separation without regard for any donation of sick leave to the Bank by Board policy pursuant to this Section 10.12.f.

SECTION XI — Travel

11.1 **Out-of-Town**

a. General

Employees, commissioners, residents, and other authorized travelers of the Housing Authority, hereinafter referred to as *authorized KCKHA travelers*, may perform official travel outside the jurisdiction of the local agency. The Executive Director or his/her assignee shall have authority to approve travel requests for staff and residents in accordance with local agency policies and budgetary limitations. Approved travel must be consistent with the agency mission and benefit the commissioner in understanding the agency operation. The Executive Director shall advise commissioners on travel so that their travel and associated reimbursements are consistent with agency travel policies and budget limitations.

b. Expenses and Receipts – General

Authorized KCKHA travelers will be provided per diem rates for their travel expenses. The traveler is required to obtain appropriate receipts for all

applicable charges and all miscellaneous expenditures chargeable to the Housing Authority that are not covered under per diem.

c. Agency Credit Cards

Transportation costs and expenses for hotel and motel room for authorized KCKHA travelers shall be paid by the Housing Authority. When possible, advance lodging arrangements for authorized KCKHA travelers will be secured through the use of an agency credit card. Travelers will, whenever possible, be issued a credit card prior to departure for use in confirming lodging payments on-site, and for signing the charge authorization upon checkout. Upon return from traveling, the traveler shall return the issued card, along with signed receipts and a travel expense report, to the Authority. Upon receipt of the credit card bill, a reconciliation of authorized and actual charges will be made, with any charges posted to accounts not authorized by the Authority to be immediately reimbursable by the responsible cardholder. Failure to make all necessary reimbursements within fourteen (14) days of notice will result in future travel restrictions or legal action.

d. Transportation Expenses – General

Transportation for persons traveling singly should be by common carrier (air, train, bus) whenever practical. Advantage must be taken of round trip rates when available. Travel must be by the most direct route possible; any individual traveling by an indirect route must bear the extra expense. Regardless of the mode of transportation (including privately owned vehicles), reimbursement for out-of-state transportation shall not exceed that of coach airfare plus other allowable transportation costs (i.e. shipping charges).

e. Commercial Air Travel

Air travel accommodations should be limited to coach class airfare only with the best rates possible.

f. Automobile Travel

Authorized travel performed by privately owned automobile shall be paid by the Authority at a rate not to exceed the prevailing IRS-approved standard mileage rate, in addition to the allowances outlined above. When travel is performed in an automobile owned by the Authority, necessary car expenses shall be paid. If two or more persons travel in the same automobile, only one of these persons shall be reimbursed for mileage (if travel is by private car) or for car expenditures (if travel is by Authority-owned car). Rental cars are generally not authorized; however, in some circumstances a rental car may be a necessary part of travel. In these cases, the Executive Director will provide written authorization specifying the limitations on the use and additional insurance, if necessary.

g. Per Diem Meals & Incidental (M&IE) Expense

There will be payment for meals and incidental expenses only in connection with overnight travel status. Travel advances may be provided to authorized KCKHA

travelers to cover per diem meals and other incidental expenses. The cost of meals (including taxes and tips) and incidental expenses will be provided at per diem rates which are published by the General Services Administration (GSA). The per diem for cities not listed will be the per diem for a city closest to the intended destination. Per diem is based on a flat rate established by the GSA for the twenty-four hour period covered. On the day of departure and of return, an amount equal to $\frac{3}{4}$ (three-fourths) of the daily per diem will be allowed.

Certain specific travel expenses will be considered to be exceptional expenses that will be allowed expenses outside of the M&IE per diem and paid by the Authority. Those exceptional expenses are to include airline baggage fees, local airport parking fees (at economy parking rates), standard ground transportation to/from the hotel/conference site from/to the arrival airport, and ground transportation (taxi service) from hotel/conference site to other official KCKHA business, i.e. Washington, D.C. travel to Capitol Hill for meetings with local legislators, etc. Authorized KCKHA travelers are encouraged to use agency-issued credit cards for such expenses, when applicable, obtaining and submitting receipts upon return.

When unusual circumstances are encountered that cause subsistence expenses to exceed the per diem rate, the Executive Director may approve the additional expense if properly supported with detailed receipts.

If an overnight stay is not required on a trip, per diem will not be paid unless the employee is away more than 100 miles. Per diem for travel not requiring an overnight stay will be pro-rated on quarter days.

h. Accounting for Travel Expenses

Travel expenses must be itemized and reported on the KCKHA travel expense report form. After completion of travel, the authorized KCKHA traveler should complete and sign a travel expense report to report credit card expenses incurred, and obtain reimbursement for exceptional expenses, if any, as noted above. The travel expense report must be submitted within fourteen (14) days of return. The traveler should forward the following items to the Finance Department: (1) the completed travel report form, and (2) the original of all required receipts (lodging, transportation, and other exceptional travel expenses). If the original receipts are not available, please so indicate with an explanation on the travel voucher form. The KCKHA will reimburse the traveler for exceptional out-of-pocket travel expenses within twelve (12) working days of receiving an approved travel expense report with supporting documents.

11.2 Local

a. Authority-Owned Vehicles and Buses

Only licensed drivers will be allowed to drive local Housing Authority vehicles and only then after they have been registered with the Authority's auto liability insurance and listed by endorsement on such policy. Housing Authority vehicles shall be used for business purposes only.

Authority-owned buses used for the exclusive transportation of PHA residents will only be available during PHA business hours and only for scheduled trips to the grocery store, drug store or PHA functions. Requests for bus services for PHA sponsored functions after business hours must be approved by the Executive Director.

Authority-owned vehicles used for maintenance purposes will be driven for business only, and no one will be allowed to drive vehicles home without written approval by the Executive Director.

b. Privately-Owned Vehicles

All business travel performed by a privately owned vehicle under this paragraph shall be reimbursed by the Authority at a rate not to exceed the prevailing IRS-approved standard mileage rate. A trip sheet must be maintained noting date, destination, odometer readings, and mileage traveled. A monthly travel voucher with trip sheet must be approved by the immediate supervisor before submittal to Accounts Payable.

11.3 Driver Safety and Accident Reporting

This policy applies to all employees who drive on Housing Authority business, whether they drive a Housing Authority vehicle or their personal vehicle or some other vehicle, and whether they receive a car allowance or not.

a. Driver's Licenses

1. Applicants for employment in positions that require the operation of a vehicle shall possess a valid driver's license.
2. All employees who drive on Housing Authority business must possess a valid driver's license for the class of vehicle they are operating.

b. Motor Vehicle Records

1. A motor vehicle record (MVR) will be obtained on each potential employee for job classes that require the operation of a vehicle.
2. MVR's on all employees who regularly drive on Housing Authority business will be reviewed annually.

c. Authorized Driving

1. Only persons authorized by their department directors or their designates shall operate vehicles on Housing Authority business.
2. Under no circumstances shall an employee drive on Housing Authority business if the employee's driver's license has been suspended or revoked.

3. Department directors or their designees will physically inspect semi-annually the driver's licenses of all employees who are regular drivers.

d. Traffic Laws, Payment of Fines and Liability Insurance

1. Employees are responsible for knowing and observing all current state and local traffic laws.
2. Employees are responsible for paying fines for traffic violations, whether such fines arise from the operation of a vehicle on Housing Authority business or otherwise. The Housing Authority will not reimburse employees for such fines.
3. Employees who are regular drivers of private vehicles on Housing Authority business shall maintain liability insurance in at least the minimum amount required by Kansas law.

e. Inspection and Securing Vehicles

1. Each day before initial use of any Housing Authority vehicle, the driver shall visually inspect the vehicle for damage, inoperable lights, loose hardware, under-inflated tires, or any noticeable condition that may make the vehicle unsafe to operate. If any deficiencies are noted, the employee shall report them to the supervisor. No vehicle (either a Housing Authority vehicle or any other vehicle operated on Housing Authority business) shall be operated in an unsafe condition.
2. Except in emergency situations, Housing Authority vehicles that are not stored inside a building or in a secure area shall be locked with the ignition key removed.

f. Seatbelts

1. No Housing Authority employee shall operate a vehicle nor ride as a passenger while on Housing Authority business unless the employee is wearing a safety belt that is properly adjusted and fastened.
2. The foregoing paragraph shall not apply to any person who is physically unable to use a safety belt if the inability is certified by a physician.

g. Accident Reporting

1. Off-duty accidents

Employees who drive on Housing Authority business must report to their department directors no later than the first working day after the accident any of the following incidents involving the employee and occurring off-duty:

- A. Vehicular accident.

- B. Driving under the influence charge.
- C. Driving under the influence or moving violation conviction, guilty plea, nolo contendere plea, or diversion agreement.
- D. Driver's license suspension or revocation.
- E. Department directors shall notify the Executive Director.

2. On-duty accidents

Any employee involved in an accident while driving on Housing Authority business shall report the accident to the department director immediately after the accident. A written report shall be filed with the Director of Finance who shall notify the Housing Authority's insurance carrier. The department directors shall report serious accidents by telephone to the Executive Director immediately. "Serious" is defined as involving either:

- A. Vehicular damage in an amount greater than \$1,000, or
- B. Disabling personal injury, whether temporary or permanent.

Any employee involved in an on-duty accident will be subject to drug and alcohol testing. Refusal to submit to testing will result in disciplinary action up to and including termination.

SECTION XII — Training

12.1 Purpose

Training of all employees at all levels will be encouraged in an effort to:

- a. Build the employee's skill base and so enhance the employee's chances for advancement.
- b. Increase efficiency of all Authority operations.
- c. Provide an adequate supply of management and supervisory personnel, as required.

12.2 On-the-Job Training

- a. The primary emphasis on training will be on-the-job type training affected by supervisory personnel. However, the Authority will encourage employees to participate in training and educational activities outside the job situation.
- b. On-the-job training will be administered by each supervisor and will be integrated with performance evaluation on an individual basis.

12.3 Safety Training

A special emphasis will be placed on safety training in all maintenance operations.

12.4 Seminars, Workshops and Other Types of Training

a. In-Service Training

In-service training shall be scheduled by an employee's supervisor for the purpose of developing skills to better perform the employee's present duties and/or to promote upward mobility whenever possible.

b. Other Types of Training

1. No Cost. Any type of training, class, workshop, or other program that does not require payment of an enrollment or course fee.
2. Cost. Any type of training, class, workshop or other program that requires payment of an enrollment fee, tuition, books, or course fee.

12.5 Educational Assistance

The Housing Authority recognizes that the skills and knowledge of its employees are critical to the success of the organization. The education assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within the Housing Authority.

Reimbursement for tuition and books may be provided to eligible employees attending classes on a degree-seeking path, subject to annual budgetary authority, provided the employee receives prior approval from the Executive Director. To be eligible for Educational Assistance, an employee must have been employed with the Housing Authority for at least six (6) months prior to the beginning of the course taken for which reimbursement will be sought. To maintain eligibility, employees must maintain at least a "C" average, remain on the active payroll and be performing their job satisfactorily through completion of each course, and receive a "C" or better for the final course grade for each class taken.

In the event an employee voluntarily leaves employment within 6 months of having received Educational Assistance, the employee shall reimburse the Housing Authority for any reimbursed expenses incurred for a one year period ending on the employee's termination date.

The Housing Authority cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

SECTION XIII — Personal Work/Business

13.1 Mechanical Work on Vehicles

No work will be performed on any employee-owned vehicle in the maintenance facility.

13.2 Personal Business

Personal work is discouraged on Housing Authority time. Incidental and occasional personal work is permitted so long as such personal work meets the standards set forth in Section 17.4.b.6. Housing Authority supplies will not be used for personal business.

13.3 Personal Telephone Calls

- a. Personal telephone calls must be limited during working hours except in an emergency.
- b. No personal long distance voice calls are to be made under any circumstances.
- c. No long distance collect calls will be accepted through the switchboard without approval of the supervisor or department director.

13.4 Cell Phone Allowance

- a. Department director will determine employees required to carry cell phones for Housing Authority business.
- b. Basic allowance plan and high use allowance plan amounts will be determined and periodically reviewed by staff by analyzing current cell phone plans and comparative rates.
- c. Employee must provide cell phone number to department and phone must be on during business hours or while on call to receive allowance.
- d. Allowance will be included in employee paycheck and is subject to all appropriate taxes.
- e. New phones, accessories and special features acquired by employee will be at expense of employee.
- f. All repairs, maintenance and loss of cell phones and accessories will be responsibility of employee.
- g. Additional reimbursement is available for employees who have extraordinary usage due to emergency Housing Authority use, contingent on department director approval. Employee must furnish past bills to demonstrate spike in usage was for agency business.
- h. Employee who changes jobs or whose duties no longer require a phone and chooses to discontinue his/her plan, will be eligible for reimbursement of any cancellation penalty.

SECTION XIV — Performance Evaluation

14.1 Determining Factor

Employee performance is to be the determining factor in salary increases and decreases within the limits established in the pay plan, as a factor in promotions, as a factor in determining the order of layoffs, and as a means of discovering employees who should be promoted or transferred, or who, because of their low performance, should be demoted or dismissed.

14.2 Evaluations

All employees shall be evaluated to determine job performance and adherence to agency and federal rules, regulations, policies and procedures. Evaluations shall be performed as follows:

- after employee's initial six-month employment period,
- annually, on or about the anniversary date of employment.

The evaluation is intended to rate basic performance factors and those additional factors which contribute to job performance; strong points, weak points, developmental goals for the following year and any specific training needs.

All employees shall be rated on performance factors: supervisors shall be rated on additional factors concerning supervisory skills, knowledge and application of policies and rules; and department directors shall be additionally rated on program compliance, program planning, organizational skills and decision making ability.

All factors shall be rated on a scale from 1 to 10. A maximum of 120 points can be earned by non-supervisory employees; a maximum of 150 points can be earned by supervisors, and a maximum of 180 points can be earned by department directors.

In order to be considered for a merit increase, non-supervisory employees must receive a minimum of 84 points. Supervisors must receive a minimum of 105 points, and department directors must receive a minimum of 126 points. Merit increases will be authorized only if funds permit and based upon budget approval.

Employees who successfully complete their six month probation and receive the minimum points required for a merit increase will be eligible to receive an increase if funds are available and approved by the Board of Commissioners.

An employee receiving a rating of "not acceptable" shall be placed on "special probation" for 90 days. After the probationary period, the employee shall again be rated. If the evaluation remains at the "not acceptable" level, the employee shall be terminated. An employee on "special probation" will be treated as an employee who is in the initial six-months of employment for purposes of granting of benefits and privileges, including but not limited to the following: Employees on "special probation" will accrue sick leave and annual leave but will not be permitted to take any sick leave, annual leave or personal leave unless use of such leave is recommended by the Executive Director.

The employee shall be afforded the opportunity to provide written comment on the evaluation form. All evaluations shall be reviewed by the appropriate division director and the Executive Director. All evaluation forms shall be signed and dated by the employee being evaluated. Signature does not constitute agreement, but certifies that the evaluation has been presented to and discussed with the employee.

All evaluation forms shall be placed in the employee's permanent service record.

SECTION XV — Personnel Records

15.1 Employment Information

A personnel record is required to be maintained for every employee and shall contain complete information pertinent to his/her employment, including dates of employment and pay changes.

15.2 Leave Records

A detailed and accurate leave record shall be maintained for each employee.

15.3 Medical Records

- a. All medical records or other information concerning the health or medical condition of an employee shall be kept in a separate confidential medical file with limited access. The only persons who should have access are:
 1. Supervisors, managers and the Executive Director needing to determine the necessary restrictions of or accommodations needed for an employee.
 2. First aid and safety personnel.
 3. Government officials investigating legal compliance.
- b. All health information shall be obtained through medical examination or questionnaire (post-conditional employment). Information obtained will be used by the Housing Authority to complete Kansas Form 88. Kansas Form 88 is used to give written notice to the Worker's Compensation Fund of the employee's pre-existing injuries or impairments thus enabling the Housing Authority to implead the Worker's Compensation Fund for injuries involving second injuries to persons already disabled.

SECTION XVI — Employee Benefit Programs

16.1 Summary of Benefits

Eligible employees of the Housing Authority are provided a wide range of benefits. 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.

The following benefit programs are available to eligible employees:

- Group health care
- Dental care
- Vision care
- Cafeteria Plan
- Group Deferred Compensation Plan
- KPERS
- Employee Assistance Program
- Holidays
- Vacation/Annual Leave
- Personal Leave
- Funeral Leave
- Family and Medical Leave
- Maternity/Paternity Leave
- Medical Leave
- Court Duty
- Military Leave
- Educational Assistance

16.2 Group Health Care

The group health care plan provides employees and their dependents access to medical benefits. Eligible employee may participate in the health plan subject to all terms and conditions of the plan.

A change in employment classification that would result in loss of eligibility to participate in the plan may qualify an employee for benefit continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the terms of the plan for more information.

Details of the plan are described in the plan.

16.3 COBRA

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the health care plan when a “qualifying event” would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee’s hours or a leave of absence; an employee’s divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the Housing Authority’s group rates plus an administration fee, if applicable. Notice describing rights granted under COBRA will be provided when an employee becomes eligible for coverage under the Housing Authority’s group health plan.

16.4 Cafeteria Plan

All full-time employees are eligible to participate in the group health care; dental care and vision care programs provided for under the cafeteria plan. These programs shall be paid 20% by the employee and 80% by the Housing Authority for individual coverage. Family coverage for group health care, dental care and vision care shall be paid at 25% by the employee and 75% by the Housing Authority. All other options under the cafeteria plan are paid 100% by the employee. For details of the Cafeteria Plan, refer to the plan.

16.5 Workers' Compensation

All employees are covered by Worker's Compensation for job-related injuries. Injured employee benefits are as follows:

- a. An employee who sustains an injury in the course of his employment with the Housing Authority will receive worker's compensation disability benefits as determined by the "Workmen's Compensation Act" and the Kansas State Division of Worker's Compensation, to be paid by the appropriate insuring institution, as well as necessary and acceptable medical expenses incurred by the injured employee.
- b. Worker's compensation disability payments shall be an amount determined by Kansas Worker's Compensation Law as effectuated by the Kansas Division of Worker's Compensation. An injured employee may receive worker's compensation benefits amounting to 66 2/3% of his/her average weekly wage, not to exceed the maximum allowable amount.
- c. An employee is not entitled to worker's compensation benefits for the first week of disability unless three consecutive weeks are lost.
- d. An employee may request permission to take his/her accrued sick leave and vacation leave, provided, if the employee is receiving worker's compensation benefit payments, then sick and vacation leave may only be taken in an amount necessary to make up the difference between such payment and his/her average gross weekly wage.
- e. All disability benefits received by the injured employee from any source in addition to worker's compensation benefits, including but not limited to, disability benefits from the Kansas Public Employees Retirement System, or Social Security, shall offset the amount of the leave payments to which the employee is otherwise eligible.
- f. An employee who has used all his/her accrued sick and vacation leave before returning to work and whose illness or disability is not believed to be of a permanent or disqualifying nature may be granted a leave of absence without pay.
- g. The Housing Authority may require an injured employee, in addition to medical treatment secured by the employee under worker's compensation laws, to submit

to examination and treatment at Housing Authority expense by a physician or physicians chosen or approved by the Housing Authority.

- h. An employee may be subjected to disciplinary action if he/she:
 - 1. Engages in work, either part-time or full-time and either for pay or as a volunteer, for or on behalf of himself/herself or any other person, firm or corporation, while receiving disability benefits, unless the treating physician shall have certified in advance that the work contemplated would not be detrimental to the employee's recovery, and unless special permission shall have been granted in advance by the Executive Director.
 - 2. Fails or refuses to comply with to follow, or disregards or violates the treating physician's instructions or advice regarding treatment if his/her injured condition.
 - 3. Refuses to perform light, partial or part-time work for the Housing Authority when authorized to by the treating physician, unless employee elects to use any remaining Family Medical Leave.
 - 4. Refuses to accept or perform different jobs with the Housing Authority that is in the opinion of the treating physician within his/her physical capacity and for which he/she is qualified or will be trained, unless employee elects to use any remaining Family Medical Leave.
 - 5. Who falsifies or misrepresents his/her injured condition or physical capacity or disability as worse than it is while receiving worker's compensation disability payments or who falsifies or misrepresents his/her physical condition or prior injuries on any application of employment for the Housing Authority.
 - 6. Refuses to return to regular duty after he/she has been released for regular duty by the treating physician.

16.6 KPERS

All eligible employees of the Housing Authority shall be members of the Kansas Public Employees Retirement System and shall be subject to all laws and supplemental regulations governing such membership.

- a. All eligible employees must participate in KPERS. The contribution percentage will be established by KPERS. A summary of contributions showing amount paid in, interest, monthly disability benefits, monthly retirement, etc., will be presented to each participating employee annually if furnished by KPERS.
- b. Upon separation, an employee may sign a withdrawal slip and all accumulated moneys paid in by the employee will be refunded to him/her by KPERS. If the employee has employment with an organization under KPERS, he/she may transfer his/her membership. After 5 years of participating in KPERS, he/she has a vested interest and may chose whether to withdraw or maintain his/her pension upon separation.

16.7 Employee Assistance Program

- a. The Housing Authority provides an Employee Assistance Program (EAP) for employees and/or members of their families who have or may develop a personal problem (marital, legal, drug or alcohol abuse, financial, emotional or stress related) that interferes with their ability to lead a normal productive life. Our goal is to assist them in overcoming periods of stress and maintaining the employability of the employee.
- b. The Housing Authority has contracted with a service provider to provide the Program.
- c. The EAP is open to all full-time Housing Authority employees and dependent family members.
- d. When an employee or any dependent family member is experiencing problems, he/she is urged to contact the service provider; contact information is posted or available from the Executive Director or the Supervisor or department director.
- e. Fees are paid by the Housing Authority for ordinary counseling. But if the problem requires referral for medical treatment, the EAP staff will assist the employee in making necessary arrangements through his/her medical insurance plan or health maintenance organization (HMO).
- f. If a supervisor has referred an employee for treatment because of problems with job performance, the employee will be asked to sign a Consent to Release Information. This allows the EAP to inform the supervisor that the employee is working on his/her problems.
- g. Absences for appointments at the EAP during working hours are not encouraged, but if a visit is necessary, the time off must be accounted for by the use of sick leave, vacation, or comp time.

16.8 Deferred Compensation Plan

All regular employees are eligible to participate in the Group Deferred Compensation Plan, adopted by the Board of Commissioners on October 19, 1995.

SECTION XVII — Miscellaneous Provisions

17.1 Bonuses and Presents

Project costs shall not include the cost of any bonus payments or Christmas or other presents to employees, in cash or any other form.

17.2 Entertainment Expenses

Project costs shall not include expenses incurred for the provision of entertainment and incidental food and beverages, except at a properly called meeting of the Housing Authority where it is necessary to serve dinner. All expenses for food for the Housing Authority Commissioners, employees of the Authority, City Council, and any other

person or persons necessary to complete the business of the meeting, will be paid by the Housing Authority.

17.3 Dissemination of Information

- a. News releases may be issued, and interviews with newsmen granted, only by or with the specific approval of the Executive Director or the Chairman of the Board of Commissioners. In the absence of the Chairman, approval may be granted by the Vice Chairman.
- b. No information drawn from the files or correspondence of the Authority may be made available by an employee to any person not employed by the Authority, except as required in the normal course of business, without the express approval of the Executive Director or the Chairman of the Board of Commissioners.

17.4 Management Information System Policy

a. General

It is the policy of the Kansas City, Kansas Housing Authority that management information system (MIS) technology resources provided to employees be used for the benefit of the KCKHA and that they be used productively.

b. Policy

1. Management Information System (MIS) technology resources which include, but are not limited to, computers, computer systems, printers, networks, software, electronic mail (e-mail), Internet and World Wide Web access, facsimile, voice mail and future technology, are business tools and are to be used to promote the efficient conduct of KCKHA business.
2. All MIS resources and all messages composed, sent or received using MIS technology are and remain the property of the KCKHA.
3. It is the responsibility of KCKHA employees to use MIS resources in an efficient, ethical and lawful manner.
4. All employees who are given access to KCKHA MIS resources shall sign a consent form attached to the policy authorizing monitoring and stating that they have read and received a copy of this policy.
5. Supervisors shall be responsible for instructing or making instruction available for employees on the proper use of KCKHA MIS resources for both internal and external uses.
6. The use of MIS resources is reserved for the conduct of KCKHA business. Incidental and occasional personal use is permitted as long as such use does not:
 - A. interfere with existing rules or policies pertaining to the KCKHA;

- B. disrupt or distract the conduct of KCKHA business (e.g., due to volume or frequency);
 - C. have the potential to harm the KCKHA, or involve illegal activities; or
 - D. solicit for commercial ventures, religious or political causes, outside organizations or other non-job-related solicitations.
7. Fraudulent, harassing, threatening, discriminatory, sexually explicit or obscene messages or materials shall not be created, transmitted, printed, requested or stored using any KCKHA MIS resource. Reference is made to Section 1.5 and 1.6 prohibiting harassment, discrimination and coercion.
 8. Employees are not permitted to use encryption devices on KCKHA MIS resources without authorization. Any employee authorized to use encryption-coding devices or other security protection devices must provide the codes or keys to the Executive Director in a sealed envelope, which shall be maintained in a secure environment.
 9. The KCKHA may monitor, audit, intercept, access and disclose all messages created, received, or sent using MIS resources for any purpose.
 10. MIS resources are not and should not be considered confidential.
 11. Employees are responsible for protecting their own passwords. Sharing user ids and passwords is discouraged. Employees may be held responsible for misuse that occurs through such unauthorized access.
 12. Introducing or using software designed to corrupt or destroy KCKHA computer systems with viruses or cause other harmful effects is prohibited. To prevent the accidental introduction of a virus or similar mechanism, software, or malfunctions, including worms, bombs, and the like, employees are required to inform supervisors and are required to use anti-virus software when introducing or downloading software or digital data or information.
 13. The KCKHA has an obligation to prevent the use of "pirated" software or other use inconsistent with copyright law. Copying copyrighted software to a KCKHA computer is illegal and in violation of this policy.
 14. No MIS resources that are used for personal use should incur any cost to the KCKHA. If, however, a cost is determined to have been incurred through personal use, such cost shall be reimbursed immediately to the KCKHA.
 15. Any employee who discovers a violation of this policy is to notify his/her supervisor.

16. Supervisors shall review all reports of violations of this policy and take the appropriate action.
17. Any employee who violates this policy or uses any MIS resource for improper purposes shall be subject to discipline, up to and including discharge.

17.5 Administration

The Executive Director shall have the primary responsibility of enforcement of the provisions and the purpose of this Personnel Policy.

17.6 Prohibition Against Employee Participation in Section 8 and Other Prohibitions

In accordance with Resolution #1347, passed by the Board of Commissioners on October 21, 1982, as amended by Resolution #1409, passed by the Board of Commissioners on February 16, 1984:

- a. No employee of the Housing Authority or his/her spouse will be allowed to enter into any contract under Section 8 Program administered by the Kansas City, Kansas Housing Authority. Any contract entered into prior to October 21, 1982, or renewal of any such contract by the employee or spouse shall not be affected.
- b. No employee or his/her spouse shall acquire any interest in any proprietorship, corporation, company, contractor or subcontractor or any other entity that does business with the Housing Authority.

17.7 General

Should any term or provision of the Personnel Policy be in conflict with any state or federal statute or other applicable law or regulation binding upon the Housing Authority, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of the Policy shall continue in full force and effect.

17.8 Amendment

Amendment of the above provisions shall be by resolution of the Housing Authority Board of Commissioners.