

Employee Handbook

The Housing Authority of the County of Venango

As adopted July 23, 2008

Employee Receipt and Acknowledgment

By signing below, you acknowledge that:

- You have received a copy of the Employee Handbook of The Housing Authority of the County of Venango.
- You are responsible to read and comply with the handbook.
- The handbook is not a contract or agreement, but is a statement of current policies of the Authority, which the Authority may change at any time, with or without notice.
- You have been advised that your employment is “at will.” That means you or the Authority has the contractual right to terminate your employment at any time, with or without cause. However, if you are a Civil Service Employee, the Pennsylvania Civil Service Law may limit the Authority’s right to terminate your employment.

Date

Signature

Print Name

Conflict of Interest Agreement

I have received and read a copy of the Conflict of Interest Policy of the Housing Authority of the County of Venango, dated June 27, 2006. I agree to abide by the Policy.

Date

Signature

Print Name

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Appendix A – Conflict of Interest Policy

1. About this Handbook

This handbook will help answer your questions about employment with The Housing Authority of the County of Venango. It may not answer all your questions. Questions not answered here may be addressed to your supervisor.

Some matters covered by this handbook, such as benefit plan descriptions, are subject to contracts between the Authority and third parties. Other matters covered by this handbook, such as the payment of wages, are subject to legal requirements. If any statement in this handbook is inconsistent with such a contract or legal requirement, the contract or legal requirement will control. The Authority attempts to assure that its policies are consistent with its contracts and applicable legal requirements. If you become aware any inconsistency, please let your supervisor know so the Authority can make appropriate corrections to this handbook.

This handbook states the current policies of the Authority and supersedes all prior handbooks. It is not a contract. The Authority board may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice.

2. About the Authority

2.1. Formation and Purpose

The Authority was formed in 1977 by the County of Venango under the Pennsylvania Housing Authorities Law¹ to provide safe and sanitary dwelling accommodations for persons of low income in Venango County.

2.2. Authority Board

The Authority is governed by a board of five unpaid members who are appointed by the Venango County Commissioners for staggered five-year terms.

2.3. Board Action

Whenever a provision of this handbook refers to action or approval by the Authority board, it means action or approval by a formal resolution of the board, duly adopted and set forth in the minutes or in a written consent of the board.

2.4. Executive Director

The Authority employs a full-time Executive Director who, subject to the direction and supervision of the Authority board, manages the day-to-day affairs of the Authority, implements the Authority's policies, and directs and supervises the other employees of the Authority. The Executive Director advises the Authority board as to the board's responsibilities and suggests to the Authority board projects and initiatives to provide safe and sanitary dwelling accommodations for persons of low income in Venango County.

If there is a vacancy in the position of Executive Director, the Authority may appoint an acting Executive Director. References in this handbook to the Executive Director include an acting Executive Director.

2.5. "Supervisor"

As used in this handbook, "your supervisor" means the Executive Director of the Authority. If you are the Executive Director, "your supervisor" means the Chairman of the Authority.

The Executive Director may assign another employee to supervise and manage your work. However, for purposes of this handbook, "your supervisor" means the Executive Director or the Chairman of the Authority as described above.

2.6. Notifying Your Supervisor

Whenever you wish or are required to give notice to your supervisor, you should assure that the supervisor actually receives the notice. If you notify someone else, or ask someone else to notify the supervisor who fails to do so, or for any other reason the supervisor does not get the notice, the Authority may treat it the same as if you had not given the notice.

¹ 35 Pa. C.S. §§ 1541 et seq.

If your supervisor is unavailable, if you believe for any reason that it would be inappropriate to notify your supervisor, or if you have not received a prompt and fully acceptable reply, you may contact the Chairman of the Authority or any member of the Authority board with whom you feel comfortable. See also part 10.5.

3. Job Classifications

As an employee of the Authority, you have a work-hour classification, an overtime classification, and, if you are a Civil Service employee, a Civil Service classification.

3.1. Work-Hour Classifications

With respect to work-hour requirements, you are either:

- *A Full-Time Employee* – An employee who regularly works a full-time workweek as described in part 5.2 (Regular Full-Time Workweek), below.
- *A Part-Time Employee* – An employee who is regularly scheduled to work less than a full-time workweek as described in part 5.2 (Regular Full-Time Workweek), below.

3.2. Overtime Classifications

With respect to overtime compensation, you are either:

- *An Exempt Employee* – An employee who receives the same salary regardless of the number of hours worked.
- *A Non-Exempt Employee* – An employee who receives overtime pay for hours worked in excess of 40 hours in a week.

3.3. Pennsylvania Civil Service Classifications

The Authority has entered into a contract with the Pennsylvania Civil Service Commission to provide a civil service merit system for certain management and administrative positions. If you are employed in one of those positions, you are referred to in this handbook as a “Civil Service employee.” A Civil Service employee has one of the following classifications:

- *A Regular Civil-Service Employee* – A Civil Service employee who has completed the probationary period.
- *A Probationary Civil-Service Employee* – A Civil Service employee who has not completed the probationary period.
- *A Temporary Civil-Service Employee* – A Civil Service employee appointed to a position that is expected to continue for a period of twelve (12) months or less.

3.4. Notice of Classifications

You will be informed of your job classifications upon hire and upon any change in your job classifications. If you have not been informed, or have forgotten your job classifications, please ask your supervisor.

4. Employment

4.1. At Will Employment

Your employment with the Authority is “at will.” That means that you or the Authority has the contractual right to terminate your employment at any time, with or without cause. However, if you are a Civil Service Employee, the Pennsylvania Civil Service Law may limit the Authority’s right to terminate your employment. Generally, if you are a Regular Civil Service Employee, the Authority may not terminate your employment without just cause.

You should also understand that *nobody*—not even the Executive Director or the Chairman of the Authority—is authorized to promise you employment for any period of time or to put limits or conditions on the Authority’s legal right to terminate your employment. No such promise, limit, or condition will be binding on the Authority unless it is stated in a writing approved by the Authority board and signed by you and your supervisor. Nothing in this handbook should be understood to be such a promise, limit, or condition.

4.2. Employment Decisions

The Authority board makes or approves all decisions concerning the employment of Authority employees, including but not limited to hiring, classification, job description, promotion, termination or extension of probation, evaluation, compensation, transfer, demotion, suspension, or termination. The Executive Director makes recommendations to the board in such matters.

4.3. Equal Opportunity Employer

The Authority is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, creed, sex, sexual orientation, AIDS or HIV status, familial status, handicap, disability, age, ancestry, national origin, or any other characteristic protected by applicable federal, state or local laws.

4.4. Family, Domestic, and Intimate Relationships

A family, domestic, or intimate relationship between employees or between an employee and a member of the Authority can create an actual or apparent conflict of interest in the employment setting, especially where one supervises the other. Such relationships can also affect the morale of other employees, and conflicts from outside the work environment may be carried into the work environment. To avoid those problems, the Authority may refuse to hire, place, or retain in a position where the potential for favoritism or conflict exists a person who is in a family, domestic, or intimate relationship with another employee or a member of the Authority.

4.5. Immigration

The Authority complies with the Immigration Reform and Control Act and employs only persons who are legally eligible to work in the United States. You may be asked at any time to provide original documents verifying your right to work in the United States and to sign any verification form required by federal law.

4.6. Personal Information

You have provided or will provide the Authority with personal information, such as your address, telephone number, social security number, emergency contact information, and number of dependents. This information is contained in your personnel file. Please keep your personnel file up to date by informing your supervisor of any changes.

The Authority generally relies on the accuracy of the information you provide about yourself. However, the Authority may conduct background and reference checks or otherwise verify the information.

4.7. Probation

When you are appointed or promoted to a position covered by the Authority's contract with the Pennsylvania Civil Service Commission, you will enter a probationary period. This is a preliminary employment period that enables the Authority to observe how you do your job, how well you work with people, and whether you possess the necessary knowledge, skills, and abilities to function effectively in the new position. The usual probationary period is six months, although it may be extended.

During the probationary period, the Authority board will determine whether to grant you regular status, to extend your probationary period, to return you to your former Civil Service position, if any, or to terminate your employment. You will be notified of the determination before the expiration of your current probationary period.

4.8. Performance Evaluations

Depending on your position, the Authority endeavors to formally review your performance at least annually. Formal performance evaluations are conducted to provide you and your supervisor the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals and objectives, possibly including additional training.

You and your supervisor are also encouraged to discuss your job performance informally on an ongoing basis.

Please understand that a positive performance evaluation is not a promise of increased compensation, promotion, or continued employment. A positive performance evaluation is simply a recognition of the job you have done.

5. Hours of Work

5.1. Regular Office Hours

The regular office hours of the Authority are 8:30 a.m. to 4:30 p.m., Monday through Friday.

5.2. Regular Full-Time Workweek

Full-time employees are expected to work 37.5 hours per regular workweek.

Exempt full-time employees are also expected to work whatever additional hours are required to fulfill their job responsibilities and meet the needs of the Authority but should attempt to manage their work so as not regularly to require more than 40.0 hours in a workweek. If you are an exempt employee and your responsibilities regularly require you to work more than 40.0 hours in a workweek, you should discuss the matter with your supervisor.

5.3. Breaks

Full-time employees may take during each workday a lunch break of 30 to 60 minutes. Lunch breaks are unpaid and are not considered in determining the number of hours worked in a week.

Non-exempt employees will also be granted during each one-half workday a break of 15 minutes. These breaks are paid and are considered in determining the number of hours worked in a week.

Lunch and other breaks are scheduled by the Executive Director to assure that someone is always available in the office during regular office hours.

5.4. Scheduling of Work Hours

Your supervisor will assign you a regular work schedule, and you will be expected to begin and end work according to the schedule. If you are a full-time employee, the schedule will also show when you are to take lunch. To accommodate the needs of the Authority, your supervisor may need to change your regular work schedule on a short-term or long-term basis.

Your supervisor may also need to ask you occasionally to work hours in addition to your regularly scheduled hours. When asking you to work additional hours, your supervisor will make an effort to give you adequate advance notice and to accommodate your personal needs, but your supervisor may not always be able to do so.

5.5. Punctuality and Attendance

You were hired to perform a needed function at the Authority. Therefore, your attendance and punctuality are important. That means being in the office, ready to work, at your starting time each day. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on your fellow employees and supervisor, who must cover for you in your absence. The Authority expects excellent attendance from all its employees.

The Authority recognizes, however, that there are times when absences and tardiness cannot be avoided. In such cases, you are expected to notify your supervisor as early as possible, but no later than the start of your work day.

Similarly, if you become ill at work or must leave the office for some other reason before the end of the workday, please let your supervisor know.

An unreported absence of three consecutive work days will be considered a voluntary resignation of your employment with the Authority.

5.6. Time Records

You must record your actual time worked for payroll and benefit purposes. Use the form prescribed by the Executive Director. Record the times when you begin and end work each day, the times when you begin and end any break of more than 20 minutes, and the times when you are away on leave. Sign your time record and give it to the Executive Director by the first business day after the end of the pay period. The Executive Director also records and signs his or her time according to this policy and gives his or her time record to the Chairman of the Authority at or prior to each meeting of the Authority board.

The Authority retains employee time records in its files for three years and as long after that as there is any pending or reasonably anticipated litigation in which the records may be evidence.

Altering, falsifying, or tampering with time records is prohibited. Any error you discover in your time record should be reported immediately to your supervisor.

5.7. Inclement Weather

The Executive Director may close the office when inclement weather makes travel unsafe. Please keep the Executive Director informed of how to reach you on such occasions.

Even if the Executive Director does not close the office, you are expected to use your own good faith judgment and not to travel to or from the office if weather conditions along your route make travel unsafe. However, abusing the privilege not to travel in inclement weather is grounds for discipline, possibly including termination of employment.

If the Executive Director closes the office or you are unable to get to work safely due to inclement weather, you will receive your regular pay for the hours, if any, that you would normally have been scheduled to work. To the extent you can still perform work for the Authority during those hours—for example, if you can work from your home using a laptop or telephone—you are expected to do so. Any hours paid under this policy that you do not actually perform work for the Authority will not be counted for the purpose of computing overtime pay.

6. Compensation

6.1. Paychecks

You will be paid every other Wednesday for all compensation earned during the two-week pay period that ended on the immediately preceding Saturday.

Your paycheck will be delivered to you in person unless you authorize the Authority in writing to mail it to you. Your paycheck will be delivered only to you, unless you authorize the Authority in writing to deliver the paycheck to somebody else.

Your payroll stub will itemize the deductions made from your gross earnings. By law, the Authority is required to make deductions for Social Security, federal income tax, and other taxes.

Your payroll stub will distinguish regular pay from overtime pay.

If you believe there is an error in your pay, please bring the error to the attention of your supervisor immediately.

6.2. Advances

The Authority does not make loans to employees or members of the Authority and does not make advances against compensation to be paid.

6.3. Overtime Compensation

6.3.1. Non-Exempt Employees

Overtime is time worked in excess of forty (40) hours in a week by a non-exempt employee. If you are a non-exempt employee, you will be paid for overtime work at one and one-half (1-1/2) times your regular hourly wage.

Even though the Authority's regular full-time work week is 37.5 hours, all hours worked by a non-exempt employee up to and including 40 hours in a week are paid at the employee's regular hourly wage.

For purposes of calculating overtime, the workweek begins on Sunday and ends on Saturday. Except as otherwise stated in part 5.3, above, only time actually worked for the Authority is used in determining overtime. Annual leave, paid family and medical leave, and other paid leave is not included in the calculation.

If you are a non-exempt employee, you may work overtime only with the prior approval of the Executive Director. Prior approval is not required, however, if the Executive Director is not available and you work overtime to respond to a situation that you believe requires an immediate response to avoid injury to persons, damage to property, or harm to the Authority.

6.3.2. Exempt Employees

The Authority normally does not pay overtime compensation to exempt employees. If you are an exempt employee, you are expected to work your regularly scheduled hours plus any additional

hours required to meet your job responsibilities and the needs of the Authority, without any adjustment in your compensation. You do not need any approval to work the additional hours.

Although payment of additional wages for additional hours will not be considered under ordinary circumstances, the Executive Director may recommend to the Authority board that you be paid additional wages under the following conditions:

- You are not the Executive Director,
- Payment is at not more than your straight-time rate,
- You do not control your work schedule, and
- There is no opportunity to grant you compensatory time off (see 6.4.2, below).

The Executive Director should make such a recommendation as soon as possible following the scheduling or completion of the work or the determination that there is no opportunity to grant compensatory time off. The Authority board will approve or disapprove the recommendation in its sole discretion.

6.4. Compensatory Time

6.4.1. Non-Exempt Employees

If you are a non-exempt employee, the Authority must pay you for all overtime hours (hours over 40 hours in a workweek) at one and one-half (1-1/2) times your regular hourly wage. Pennsylvania law does not allow the Authority to give you time off instead of paying overtime. However, if you would like time off after working overtime, your supervisor may, in your supervisor's discretion, approve your taking paid annual leave or unpaid discretionary leave as provided in part 9.

6.4.2. Exempt Employees

If you are an exempt employee, you are expected to work your regularly scheduled hours plus whatever additional hours are required to meet your job responsibilities and the needs of the Authority. You are not entitled to compensatory time or additional pay for working additional hours. However, if you have had to work an extraordinary number of additional hours due to an emergency or other exceptional circumstance beyond your control, your supervisor may, in your supervisor's discretion, approve additional paid leave for a number of hours not to exceed the number of additional hours worked. To request such additional leave you must submit a written request to your supervisor by no later than the end of the pay period following the pay period in which you worked the additional hours (or, if your supervisor is the Chairman of the Authority, by the first board meeting following the month in which you worked the additional hours). If additional leave is approved, your supervisor will schedule it as soon as the Authority's needs allow. If additional leave is not approved, your supervisor may, in your supervisor's discretion, approve your taking paid annual leave or unpaid discretionary leave as provided in part 9.

7. Insurance Benefits

7.1. Coverage Provided

If you have been employed by the Authority for at least 30 days, you are eligible for individual coverage under the Authority's plan for employee health, dental, vision, term life, and accidental death insurances. If the insurance contract permits, you may add family members to the plan at your expense. A detail description of the benefits is beyond the scope of this Handbook. Your supervisor will tell you where you can obtain information about the Authority's plan.

7.2. Waiver of Insurance Benefits

An eligible employee who has other insurance may waive the insurance benefit provided by the Authority. In exchange for the waiver, the employee may receive additional compensation in an amount approved by the Authority board.

8. Paid Holidays

8.1. Holidays Observed

The Authority observes the following paid holidays:

- New Year's Day – January 1.
- Martin Luther King's Birthday – Third Monday in January.
- Presidents' Day – Third Monday in February.
- Memorial Day – Last Monday in May.
- Independence Day – July 4.
- Labor Day – First Monday in September.
- Columbus Day – Second Monday in October.
- Veterans' Day – November 11.
- Thanksgiving Day – Fourth Thursday in November.
- Day after Thanksgiving – Friday following Thanksgiving Day.
- Christmas Day – December 25.

The Authority will also observe special holidays declared by the Governor of the Commonwealth of Pennsylvania for employees under the Governor's jurisdiction. Such holidays may represent a full day or part of a day.

When a holiday falls on a Sunday, or when New Year's Day falls on a Saturday, it is observed on the following Monday. When a holiday other than New Year's Day falls on a Saturday, it is observed on the preceding Friday.

On days that the Authority observes a holiday the offices of the Authority are closed and you are not expected to report for work, unless otherwise required by your supervisor in exceptional circumstances.

8.2. Holiday Pay

You may be eligible for pay as described in this paragraph for any day the Authority observes as a holiday if you were scheduled to be in an active pay status on the day the holiday is observed and you were in an active pay status on the last half of your scheduled workday immediately before and (unless you are retiring) the first half of your scheduled workday immediately after the day observed as the holiday.

If you are an exempt employee, you will receive your regular pay. If you are a non-exempt employee normally scheduled to work at least 20 hours per week, you will receive your regular pay for the hours, if any, that you would normally have been scheduled to work. In addition, if your supervisor requires you to work on a day observed as a holiday, you will receive, if you are an exempt employee, an equivalent amount of time off on another workday of your choosing (subject to your supervisor's approval) or, if you are a non-exempt employee, your regular hourly pay for the time you actually work.

To be eligible for holiday pay, you must have been employed by the Authority for at least 30 days.

8.3. Relation To Leave

The day the holiday is observed will not be counted against paid or unpaid leave. For example, if you go away on annual leave for five weekdays, one of which is the day a holiday is observed, your absence will be counted as only four annual leave days.

9. Leave

Leave is time away from your job with the consent of the Authority. This part 9 explains when you may take leave and whether you will be paid for it.

If you are away from your job without the consent of the Authority, you are “away without leave.” Being away without leave will subject you to discipline, possibly up to and including termination of your employment with the Authority. Being away without leave for three consecutive work days will be considered a voluntary resignation of your employment with the Authority.

9.1. General Rules

9.1.1. Calendar Year

For purposes of accruing and using leave, the calendar year shall begin with the start of the first full pay period in January and continue through the end of the pay period in which December 31 falls.

9.1.2. Paid Leave

If you take leave for which you are to receive pay, you will receive the pay at the time the Authority would normally pay for work performed in the period in which you took the leave. Salaried employees will be paid their regular salary; hourly rate employees will be paid their regular hourly rate for the hours they normally would have been scheduled to work. Time spent on paid leave is not counted as hours worked for the purpose of computing overtime pay.

9.1.3. Minimum Employment Requirement

You may use paid leave only after you have been employed by the Authority for at least 30 days.

9.1.4. Anticipating Paid Leave

If you are a regular Civil-Service employee, paid leave to which you will become entitled during the calendar year may be granted at the discretion of your supervisor before it is actually accrued. In no case may paid leave be anticipated beyond the end of the calendar year. If you accrue less paid leave during the calendar year than you anticipated, the deficit may be carried over and charged against your paid leave entitlements for the following year, provided the number of hours carried over does not exceed one-half the total paid leave entitlement you may accrue in the following calendar year. If you anticipate paid leave and are subsequently separated from employment for any reason other than death, you must reimburse the Authority for those hours of paid leave taken but not accrued. The Authority is required by law to make diligent efforts to collect payment for any anticipated but unaccrued leave and, if the amount proves uncollectible, to refer the matter to the Attorney General of the Commonwealth.

Unless you are a regular Civil-Service employee, you may not anticipate paid leave. If you improperly anticipate paid leave, it will be treated as unauthorized leave without pay.

9.2. Annual Leave

9.2.1. General

Annual leave (vacation) is paid time away from the job. An employee becomes entitled to annual leave as provided in part 9.2.2.

9.2.2. Accrual of Annual Leave

If you are a full-time employee, you accrue annual leave as follows:

- During the 1st through 3rd years of your employment, 2.88 hours of annual leave per pay period for which you were paid at least one hour (equivalent to 10 days per year).
- During the 4th through 15th years of your employment, 4.33 hours of annual leave per pay period for which you were paid at least one hour (equivalent to 15 days per year).
- During the 16th through 25th year of your employment, 5.77 hours of annual leave per pay period for which you were paid at least one hour (equivalent to 20 days per year).
- During years after the 25th year of your employment, 7.50 hours of annual leave per pay period for which you were paid at least one hour (equivalent to 26 days per year).

If you are a part-time employee, annual leave accrues as described above, reduced in proportion to the number of hours you are regularly scheduled to work as compared to a full-time employee.

9.2.3. Scheduling and Carry-Over of Annual Leave

The Executive Director will attempt to schedule his or her work and the work of the other employees to enable everyone to use the annual leave accrued during the year. The Executive Director will schedule annual leave in a manner consistent with the provision of full service to the public and the best interests of the Authority. You may not schedule annual leave until you have been employed with the Authority for at least 30 days.

The Authority's policy with respect to paid annual leave is "use or lose it." Except as described in the following paragraph, you must use your annual leave during the year in which it is accrued—unused paid leave will not carry over from year to year.

However, if you have scheduled annual leave with your supervisor and your supervisor then requires you to work during that period, and you are therefore unable to reschedule your annual leave during the calendar year, the calendar year will be extended for seven pay periods for rescheduling purposes. If your employment ends before the expiration of the rescheduling period, the Authority will pay you a lump sum at your regular rate of pay for the previously scheduled annual leave period. *That is the only exception to the Authority's "use it or lose it" policy and the only accrued but unused annual leave for which the Authority will pay on termination of employment.*

If, at the end of a calendar year, or at the end of a seven-pay-period extension as described above, you have not used all your annual leave, you may apply unused portion to any unpaid family and medical leave you took in that year or seven-pay-period. That will enable you to re-

ceive annual leave pay for the unpaid family and medical leave, to the extent of the unused annual leave, or the amount of unpaid family and medical leave, whichever is less.

9.3. Family and Medical Leave

9.3.1. General

Family and medical leave is paid or unpaid time away from the job for an “Eligible Reason” as defined in part 9.3.2. An employee becomes eligible for paid family and medical leave as described in part 9.3.4.

9.3.2. Eligible Reasons for Family and Medical Leave

You may take paid or unpaid family or medical leave when you must be absent from work for an “Eligible Reason.” An Eligible Reason is one of the following:

1. Your personal illness or injury.
2. The illness or injury of your spouse, child, step-child, parent, brother, or sister, if the person requires your personal assistance (for which you may not take more than five days of paid leave in a calendar year).
3. Your contact with or exposure to a contagious disease that you might spread to other people at work.
4. A necessary medical or dental appointment that cannot reasonably be scheduled during non-working hours, for you or for your spouse, child, step-child, parent, brother, or sister, if the person cannot reasonably get to the appointment without your assistance.
5. The birth of your child, and the care of your newborn child.
6. The placement of an infant child with you for adoption or foster care, and the care of the newly placed child.
7. The death of your spouse, parent, step-parent, child or step-child (for which you may not take more than five days of paid leave per occurrence).
8. The death of a sibling, uncle, aunt, grandparent, step-grandparent, grandchild, step-grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, parent-in-law, grandparent-in-law, or any relative residing in your household (for which you may not take more than three days of paid leave per occurrence).

You may take family and medical leave when you have an Eligible Reason, but only if you have an Eligible Reason. You may not take family and medical leave without an Eligible Reason or take more family and medical leave than is reasonably necessary for the Eligible Reason. Your supervisor may require you to provide evidence of the Eligible Reason (possibly including a certificate from a physician, other licensed practitioner, if:

- You claim family and medical leave for three or more consecutive workdays;

- You claim family and medical leave for a day when you were scheduled to be on other leave; or
- Your supervisor has reason to believe that you are abusing your family or medical leave privileges.

9.3.3. Notice of Family or Medical Leave

If you have to miss work due to an Eligible Reason, please notify your supervisor as early as possible so your supervisor can make arrangements to cover your areas of responsibility. Except to the extent giving notice is not reasonably possible, taking family or medical leave without notifying your supervisor in advance will be treated as tardiness or absenteeism.

9.3.4. Accrual of Paid Family or Medical Leave

Except as stated in the next paragraph, paid family or medical leave accrues at the rate of 3.46% of regular hours paid (equivalent to 2.6 hours per pay period, or 9 days per year, for a full-time employee who takes no unpaid leave).

If you are a temporary employee, you may not earn, accrue, or use paid family or medical leave in any calendar year until you have been paid for 750 regular hours in that calendar year, except that earned, unused sick will carry forward as described in part 9.3.5 and be immediately available for use.

9.3.5. Carryover of Unused Family and Medical Leave

Accrued but unused paid family or medical leave carries over from one calendar year to the next. The amount carried over may not exceed 300 workdays (or, if you are not a full-time employee, may not exceed the number of hours you would normally be scheduled to work in 300 workdays).

Family and medical leave carries over only for the purpose of your taking leave for an Eligible Reason and remains subject to the day-limitations stated in part 9.3.2, above. The Authority does not pay for unused family or medical leave.

9.3.6. Intermittent and Reduced Schedule Leave

Family or medical leave for an Eligible Reason may be taken intermittently (in separate blocks of time due to a single Eligible Reason) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if reasonably necessary and your supervisor consents. If such leave is unpaid leave, the Authority will reduce your compensation to be proportional to the time actually worked. In addition, while you are on an intermittent or reduced schedule leave, the Authority may transfer you temporarily to an available alternative position which better accommodates your intermittent or reduced-schedule leave.

9.3.7. Unpaid Family or Medical Leave

If you are ineligible for paid family or medical leave, or if your paid family or medical leave is exhausted, and you have an Eligible Reason, you may use any available annual leave days or,

with your supervisor's approval, take additional family or medical leave without pay. Your supervisor, in your supervisor's discretion, may or not approve the unpaid leave.

If your supervisor approves the unpaid leave, the Authority will continue to provide to you for up to three months the same benefits it provides to other employees so long as you pay to the Authority the portion, if any, of the premiums, contributions, or other charges for those benefits that is normally paid by the employee.

9.4. Personal Leave

9.4.1. General

If you are a regular Civil-Service employee, you may take personal leave. Personal leave is paid leave for a personal reason that you are not required to disclose. You become eligible for paid personal leave as described in part 9.4.2.

9.4.2. Accrual of Personal Leave

If you are a full-time employee, paid personal leave days will accrue as follows:

1. During your first calendar year of employment, one-half day of paid personal leave if you have been in an active pay status for at least 150 hours during the calendar year.
2. During your second calendar year of employment, one-half day of paid personal leave for each calendar half in which you have been in an active pay status for at least 150 hours.
3. In your third and subsequent years of employment, one-half day of paid personal leave for each calendar quarter in which you have been in an active pay status for at least 150 hours.

9.4.3. Scheduling and Carryover of Personal Leave.

The Executive Director will attempt to schedule his or her work and the work of the other employees to enable everyone to use the annual leave to which they become entitled during the year. The Executive Director will schedule annual leave in a manner consistent with the provision of full service to the public and the best interests of the Authority.

Unused personal leave does not carry forward from one year to another and is not paid on termination of employment, subject to the following exception. If your supervisor requires you to work when you were scheduled to take personal leave and you are unable to reschedule the personal leave during the calendar year, the calendar year will be extended for seven pay periods for rescheduling purposes. If your employment ends before the expiration of the rescheduling period, the Authority will pay you a lump sum at your regular rate of pay for the previously requested or scheduled personal leave.

9.5. Discretionary Leave

You may take other leave without pay if you have first obtained the written consent of your supervisor. Your supervisor may or may not consent to such leave.

10. Other Policies

10.1. Blogging

The Authority respects your right to maintain a blog. However, to protect the Authority's interests and assure that you focus on your job duties, you must adhere to the following rules:

- You may not post on a blog during work time or using Authority equipment or property.
- All rules regarding confidential information apply in full to blogs. Any information that cannot be published or disclosed through a conversation, a note, an e-mail, or other communication also cannot be disclosed in a blog.
- If you mention the Authority or identify yourself as an Authority employee and express any opinion pertaining to public policy, or seeking to influence public policy, you must specifically note that the opinion is your personal opinion and not necessarily the Authority's position.
- Any conduct which under the law is impermissible if expressed in any other form or forum is impermissible if expressed through a blog.

The Authority encourages you to consider the speed and manner in which information posted on a blog can be relayed and often misunderstood by readers. The Authority urges you not to post information regarding the Authority or your job which could lead to morale issues in the workplace or which could detrimentally affect the Authority's business.

10.2. Bulletin Boards

Important notices and items of general interest are continually posted on the Authority's bulletin board. Make it a practice to review it frequently. This will assist you in keeping up with what is current at the Authority.

10.3. Care and Maintenance of Authority Equipment

When using Authority property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. Please notify the Executive Director if any equipment, machines, or tools appear to be damaged, defective, or in need of repair.

10.4. Communications and Computer Systems

The Authority's communication and computer systems are intended for business purposes and may be used only during working time. You should not expect any privacy in your use of those systems.

Communication equipment, computers, computer files, email, voicemail, and software furnished to employees are company property intended for business use. Employees should not use a password, access a file, or retrieve stored communication without proper authorization. To assure compliance with this policy, computer, Internet, email and voicemail usage may be monitored by the Authority. Messages and other information found on Authority email, voicemail, computer

hard drives, and other Authority media are property of the Authority. You should not expect any privacy in such messages, information, or media. The Authority reserves the right to access and use the information stored on such media, at any time and for any purpose whatsoever. The reasons for which the Authority may exercise such right include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and assuring that Authority operations continue appropriately during an employee's absence.

The Authority may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Authority's policies prohibiting harassment apply to the use of the Authority's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law. The display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, references to sexual orientation, religious or political beliefs, national origin, disability, or anything that may be construed as harassment or showing disrespect for others.

The Authority's computer system, telephones, voicemail, facsimile, Internet, and email may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-work related matters.

Further, since the Authority's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

You may not access, or attempt to obtain access to, another employee's computer system without authorization from the Executive Director.

10.5. Communications with Authority Board

Generally, if you wish to communicate with a member of the Authority board about anything relating to the Authority, you should do it through your supervisor, with your supervisor's consent, or in a meeting of the Authority board. When you send any written correspondence to a member of the Authority board (including e-mail), you give a copy to your supervisor at the same time.

If, however, you feel there is a reason not to comply with this policy, you may disregard it and communicate directly with any member of the Authority board with whom you feel comfortable. In such a case, you should specifically state that you are bypassing your supervisor and the reason why. See also part 2.6.

10.6. Computer Software

The Authority purchases and licenses the use of various computer software for business purposes, and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the Authority and its employees do not have the right to repro-

duce such software for use on more than one computer. You may only use software on local area networks or on multiple machines according to the software license agreement. Unauthorized duplication of copyrighted computer software violates the law and is prohibited.

Only Authority-purchased or -authorized computer software may be saved, loaded, or copied on Authority computers. The Authority prohibits the downloading of software from the Internet because of the significant risk of infecting Authority systems with a virus.

10.7. Confidentiality of Information

During the course of your work, you may become aware of confidential information about the Authority or other persons who deal with the Authority. For this purpose, confidential information is any information about the Authority or other person that is not generally known or available to the public. You must keep that information confidential and not disclose it to anyone outside the Authority.

10.8. Conflict of Interest

You are expected to comply with the Conflict of Interest Policy, a copy of which is attached to this Handbook as Appendix A.

10.9. Disabilities

The Authority endeavors reasonably to accommodate the known physical or mental limitations of employees with disabilities unless accommodation would impose an undue hardship on the operation of the Authority. If you need assistance to perform your job duties because of a physical or mental limitation, please let your supervisor know.

10.10. Dress

You are expected to report to work well groomed, clean, and dressed according to the requirements of your position. Some employees may be required to wear uniforms, safety clothing, or safety equipment provided by the Authority. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well groomed and wearing the proper attire.

10.11. Drug- and Alcohol-Free Workplace

To help assure a safe, healthy and productive work environment for Authority employees and others, to protect Authority property, and to help assure efficient operations, the Authority has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Authority.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia, or alcohol by an individual anywhere on Authority premises, while on Authority business (whether or not on Authority premises), or while representing the Authority, is strictly prohibited. Employees and other individuals who work for the Authority also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, except when the use is pur-

suant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work.

10.12. Harassment

The Authority prohibits harassment. For this purpose, harassment is the demeaning, or expressing of hostility or aversion toward, a person or group due to actual or perceived race, color, religion, gender, national origin, age, or disability, whether by means of:

- Violent, threatening, or intimidating acts;
- Epithets, slurs, negative stereotyping, jokes, or pranks;
- The display of written, electronic, or graphic material; or
- Other verbal or physical conduct.

Harassment can also occur if conduct is directed toward the group to which the person belongs or toward the person's relatives, friends, or associates.

The purpose of this policy is not to regulate employees' personal morality, but to help assure that, in the workplace, no one harasses anyone else.

If you feel you have been harassed in violation of this policy, please see 10.22, Reporting Violations of Authority Policy, below.

10.13. Health and Safety

The health and safety of employees and others on Authority property are of critical concern to the Authority. The Authority attempts to comply with all health and safety laws applicable to its operations. To this end, the Authority must rely on employees to help assure that work areas and vehicles are kept safe and free of hazardous conditions. Employees are expected to be conscientious about workplace safety and to recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards are to be reported to your supervisor immediately and remedied if possible. Any suspicion of a concealed danger on the Authority's premises or in a vehicle of the Authority should be brought to the attention of your supervisor immediately.

Periodically, the Authority may issue rules and guidelines governing workplace safety and health. The Authority may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the your supervisor as soon as possible, regardless of the severity of the injury, accident, or illness.

10.14. HIPAA

10.15. Honesty

You are expected to be honest in your dealings with the Authority and in your dealings with others on behalf of the Authority. Deceptive acts and communications are prohibited.

While misrepresenting information is dishonest, withholding information may or may not be dishonest. Honesty requires you to disclose information only if you have a duty to disclose it. Direct to your supervisor any questions about whether you have a duty to disclose information.

10.16. Improper Payments and Gifts

The Authority prohibits the solicitation, acceptance, offer, or payment to any person or organization of any bribe, kickback, or similar consideration of any kind, including money, services, or goods or favors (other than goods or favors which are nominal in amount and not prohibited by any federal, state or local law). You may not accept or give gifts, gratuities, entertainment, or favors of such value or significance that their receipt might reasonably be expected to influence your judgment, the decision-making of the Authority, or the decision-making of any person or entity that deals with the Authority.

10.17. Operation of Vehicles

You may operate an Authority vehicle only if you are expected to use the vehicle regularly as part of your duties for the Authority or the use has been approved by your supervisor.

You may not operate an Authority vehicle, or any other vehicle on Authority business, unless you have in your possession a current, valid driver's license. When operating an Authority vehicle, or any other vehicle on Authority business, you must drive safely and obey all traffic, vehicle safety, and parking laws or regulations.

You must not use a cell phone while driving an Authority vehicle or driving any other vehicle on Authority business. Safety comes before all other concerns. Regardless of the circumstances, including slow or stopped traffic, you should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If accepting a call is absolutely necessary while you are driving, you must use a hands-free option and advise the caller that you are unable to speak at that time and will return the call shortly.

For legal and insurance reasons, you must notify your supervisor immediately if you are involved in an accident while operating an Authority vehicle or operating any other vehicle on Authority business.

10.18. Publicity, Statements on Behalf of Authority

All media inquiries about the Authority and its operation must be referred to the Chairman of the Authority.

You may not make on behalf of the Authority a statement pertaining to public policy, or seeking to influence public policy, unless the statement has been approved by the Authority board.

You may not publish for general distribution any other statement on behalf of the Authority unless the statement has first been approved by the Executive Director or the Chairman of the Authority. This does not apply to correspondence written or communications made in the normal course of your duties for the Authority.

10.19. Recording Devices, Camera Phones

The use of tape recorders, dictaphones, or other types of recording devices anywhere on Authority property, or while performing work for the Authority, is prohibited, unless the device was provided to you by the Authority and is used solely for the purpose the Authority intended when the device was provided to you.

You may not record the conversations or activities of another person without the consent of that person.

Due to the potential for issues such as invasion of privacy, sexual harassment, and loss of productivity, you may not operate a camera phone on company property or while performing work for the Authority, except in furtherance of the work of the Authority (for example, while inspecting units for compliance with housing standards).

10.20. Reimbursement of Expenses

The Authority will reimburse you for certain expenses you reasonably incur in the performance of your duties for the Authority, such as travel fares, hotels, motels, meals, telephone tolls, rental vehicles, and gas and car mileage for use of personal vehicles in Authority business. For an expense to be reimbursable, it must be approved in advance by your supervisor, except in cases of emergency.

With the approval of your supervisor, the Authority will provide an advance for approved expenses you are about to incur. You are responsible to account to the Authority for the advance.

A statement of approved expenses for which you seek reimbursement should be submitted to your supervisor promptly after the expenses are incurred, along with third-party receipts and the unused remainder of any advance.

10.21. Religious Beliefs

The Authority will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Authority's operations. If you wish to request such an accommodation, please speak to your supervisor.

10.22. Reporting Violations of Authority Policy

If you feel that you have been subjected to conduct which violates a policy of the Authority, you should immediately report the matter to your supervisor. You are also expected to report to your supervisor any other violation of Authority policy of which you have knowledge or reasonable grounds for suspicion. If your supervisor is unavailable, if you believe for any reason that it would be inappropriate to notify your supervisor, or if you have not received a prompt and fully acceptable reply from your supervisor, you may contact any member of the Authority board with whom you feel comfortable. Reports will be kept confidential to the extent possible, but confidentiality cannot be guaranteed—especially if the accusations may result in disciplinary action against a regular Civil-Service employee, whose civil service rights may require the Authority to give him or her an opportunity to answer the accusations. The Authority will not allow any form of retaliation against you for reporting or cooperating in the investigation of any violation or sus-

pected violation of Authority policy. However, the making of an intentionally false or misleading statement is grounds for discipline.

If the Authority determines that someone has violated this policy, the Authority will take such corrective action as it deems appropriate.

10.23. Sexual Harassment

The Authority prohibits harassment of any employee on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Authority. It is to help assure that employees of the Authority are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances; requests for sexual favors; obscene gestures; displaying sexually graphic magazines, calendars or posters; sending sexually explicit e-mails; and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking; vulgar or offensive conversation or jokes; commenting about an employee's physical appearance; conversation about your own or someone else's sex life; or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel you have been harassed in violation of this policy, please see 10.22, Reporting Violations of Authority Policy, above.

10.24. Solicitation and Distribution

To avoid distractions, you may not solicit other employees for commercial ventures, religious or political causes, outside organizations, or other non-work related matters while either of you is on working time. "Working time" is the time an employee is engaged, or should be engaged, in performing his or her duties for the Authority. Solicitation by non-employees on Authority premises is prohibited at all times.

You may not post or distribute on Authority premises any advertising material, handbills, or printed or written literature of any kind that is unrelated to the business of the Authority. Distribution of such literature by non-employees on Authority premises is prohibited at all times.

10.25. Smoking

Smoking is prohibited in the Authority's offices and in Authority vehicles.

10.26. Violence and Threats

The Authority strives to provide a workplace free from violence and threats of violence. Threats, threatening language or any other acts of aggression or violence made toward or by any Authority employee will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. Employees and visitors are prohibited from carrying weapons on Authority premises.

The Authority does not expect you to become an expert in psychology or to physically subdue a threatening or violent individual. Indeed, the Authority specifically discourages you from engaging in any physical confrontation with a violent or potentially violent individual. However, the Authority does expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Authority policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; demonstrating a propensity to behave and react irrationally

All potentially dangerous situations, including threats by a co-worker, landlord, tenant, or other person, should be reported immediately. See 10.22, Reporting Violations of Authority Policy, above. It is important for the Authority to be aware of any potential danger in the Authority's offices. The Authority endeavors to protect everyone from actual and threatened violent acts.

10.27. Workers' Compensation

On-the-job injuries are covered by the Authority's Workers' Compensation Insurance Policy, which is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your supervisor. Failure to follow Authority procedures may affect your ability to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. If you need to miss work due to a workplace injury, you may request leave as described in the Family and Medical Leave portion of this handbook.

Neither the Authority nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during your voluntary participation in off-duty recreational, social, or athletic activity, whether or not sponsored by the Authority.

10.28. Material Safety Data Sheets

Chemicals are a part of our everyday life. They run your car, clean your clothes and keep bugs away from your picnics. They are also a necessary part of your job, although you probably don't think of the supplies and materials you use at work as chemicals. While each chemical has a necessary function, it may also have hazards.

You should familiarize yourself with hazards may be associated with chemicals and toxic substances to which you are exposed in the course of carrying out your job duties. Material Safety Data Sheets (MSDS) are maintained for this purpose in the receptionist's area of the Authority's offices. An MSDS is a short technical report that explains how to use, handle and store certain

chemicals safely. You should review the MSDS before working with any new substance and before working with any substance that you have not worked with recently.

11. Termination of Employment

11.1. Cause for Termination

Because regular Civil-Service employees may be terminated only for cause, this handbook identifies some things that may be cause for termination. The handbook does not, however, identify everything that may be cause for termination. Further, the Authority's identifying certain things as cause for termination is not intended to limit the Authority's right to terminate at will the employment of an employee who is not a regular Civil-Service employee.

11.2. Compliance with Authority Policies; Discipline

You are expected to comply with the policies of the Authority. That includes policies stated in this handbook, policies stated in any amendment of this handbook, and any other policy of the Authority. Failure to comply with a policy of the Authority may subject you to discipline, possibly up to and including suspension without pay, or termination.

11.3. Involuntary Termination

Except as otherwise provided in the Pennsylvania Civil Service Act (if it applies to your position), or in a written agreement approved by the Authority board and signed by you and your supervisor, your employment with the Authority is at will. That means the Authority may terminate the employment relationship at any time, for any reason, with or without cause or notice.

The Authority board makes or approves all decisions concerning suspension or termination of employment. The Executive Director makes recommendations to the board in such matters.

11.4. Voluntary Termination

Should you decide to leave the Authority, please give your supervisor at least two (2) weeks advance notice of your departure. Your thoughtfulness will be appreciated.

11.5. References

Please direct requests for references to the Executive Director or Chairman of the Authority. Nobody else is authorized to respond to reference requests on behalf of the Authority.

The Authority will provide general information concerning your date of hire, date of termination, and positions held.

11.6. Return of Property

All Authority property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, must be returned at separation. Employees also must return all of the Authority's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay the Authority (through payroll deduction, if lawful) for any lost or damaged Authority property.

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. Employees must return all company property immediately upon re-

quest or upon termination of employment. Where permitted by applicable laws, the company may withhold any moneys owed the employee the cost of items that are not returned when required. The company may also take all action deemed appropriate to recover or protect its property.

Appendix A – Conflict of Interest Policy

CONFLICT OF INTEREST POLICY

Adopted June 27, 2006

This is the Conflict of Interest Policy of the Housing Authority of the County of Venango (the “Authority”). It is adopted to satisfy requirements of the U.S. Department of Housing and Urban Development (“HUD”) that the Authority maintain a written code of conduct.² It is also adopted to protect and inspire public confidence in the integrity of the Authority and of those who act and make decisions on behalf of the Authority.

POLICY OF THE AUTHORITY

It is hereby declared to be the policy of the Authority to comply, to cause its members, employees, agents, and program participants to comply, with the requirements of this Policy and all applicable laws, regulations and agreements concerning conflicts of interest, whether such laws, regulations and agreements are now in effect or hereafter made, adopted or amended.

PART I: APPLICABLE LAWS, REGULATIONS AND AGREEMENTS

Overview of Applicable Laws, Regulations and Agreements

Part I of this Policy sets forth an overview of the conflict-of-interest requirements of the following laws, regulations, and agreements as presently in effect:

1. The Pennsylvania Housing Authorities Law, 35 P.S. § 1541 *et seq.* (the “Housing Authorities Law”);
2. The Pennsylvania Public Official and Employee Ethics Act, 65 Pa. C.S.A. § 1101 *et seq.* (the “Ethics Act”);
3. Section 19 of the Terms and Conditions, constituting Part A, of the Annual Contribution Contract between the Authority and HUD (the “ACC”);
4. Section 13 of Part B of HUD Form 52641 for Housing Assistance Payments Contracts between the Authority and owners of Section 8 housing units (the “HAP Contracts”);
and
5. 24 CFR § 982.161.

Members, employees and agents are cautioned that, if there is any inconsistency between this overview and any applicable law, regulation, or agreement, the applicable law, regulation or agreement will control.

² See HUD’s Fiscal year 2006 Notice of Funding Availability Policy Requirements and General Section to the SuperNOFA for HUD’s Discretionary Programs; Notice (the “2006 SuperNOFA”), § 2(d), 71 Federal Register 3384 (January 20, 2006); 24 CFR §§ 85.36(b)(3) & 84.42.

Conflict in Conflict-of-Interest Requirements

Unfortunately, there is much overlap and some inconsistency and lack of clarity in the requirements of the applicable laws, regulations, and agreements. For example, it is unclear whether the Housing Authorities Law prohibits certain conflicts of interest absolutely or only when the conflicts are undisclosed. If the Housing Authorities Law prohibits those conflicts absolutely, then the provisions of Part II of this Policy for managing those conflicts are moot.

The point for Authority members, employees and agents to keep in mind is that an act or relationship that is expressly permitted under one law, regulation, or agreement may be prohibited by another law, regulation or agreement. A member, employee or agent should not assume that an act or relationship is permissible merely because it is permissible under one particular law, regulation or agreement. Unless the act or relationship is permissible under *all* applicable laws, regulations, and agreements, the member, employee or agent should consider the act or relationship prohibited.

When in doubt, members, employees and agents are encouraged to consult with the Authority, which may seek the advice of the Authority's solicitor.

PROHIBITIONS AND LIMITATIONS

Prohibition Against Private Pecuniary Benefit

A member or employee of the Authority may not use his or her office or employment, or any confidential information received through holding his or her office or employment, for the private pecuniary benefit of himself, a member of his or her immediate family, or a business with which he or a member of his or her immediate family is associated. For this purpose, "immediate family" means a parent, spouse, child, brother or sister of the Authority member or employee, and a "private pecuniary benefit" is any benefit other than an insignificant benefit or a benefit that affects to the same degree all members of an industry, occupation, or like group that includes the Authority member or employee.³

Prohibition Against Interest in Authority Projects and Contracts

A member or employee of the Authority may not acquire any interest, direct or indirect, in any housing project or in any property included or planned to be included in any project, nor may he or she have any interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any housing project. If a member or employee of the Authority owns or controls an interest, direct or indirect, in any property included or planned to be included in any housing project of the Authority, or has an interest in any contract for material or services to be furnished or used in connection with any housing project, he must immediately disclose it in writing to the Authority, and the disclosure must be entered in writing upon the minute books of the Authority. Failure to disclose the interest constitutes mis-

³ Ethics Act, 65 Pa. C.S.A. §§ 1102, 1103(a).

conduct in office.⁴ Any such undisclosed profit, which results to any member or employee of the Authority, shall render the member or employee liable to surcharge in favor of the Authority to the full amount of such profit. Such profit need not be realized in order to fall within the meaning of this paragraph. Proceedings to surcharge any member or employee may be instituted by the Authority by the State Planning Board on its behalf with or without its consent.⁵

HUD Prohibition Against Certain Contracts and Arrangements

Neither the Authority nor any of its contractors or their subcontractors may enter into any contract, subcontract, or arrangement in connection with a project under the ACC in which any of the following persons has an interest, direct or indirect:

1. An Authority member or officer, or any member of the immediate family of the Authority member or officer;^{6 7}
2. Any employee of the Authority who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner;
3. Any public official, Venango County commissioner, or state or local legislator who exercises functions or responsibilities with respect to the project(s) or the Authority, or any member of his or her immediate family;⁸ or
4. Any person who occupied a status described in the preceding clauses 1 through 3 at any time within the preceding twelve months.⁹

The Authority may not hire in connection with a project under the ACC any person who is an immediate family member of any person identified in the paragraphs numbered 1 through 4, above. Authority members and employees must disclose to the Authority their familial relationship with any prospective employee.¹⁰

⁴ "Misconduct in office" is a common-law crime that may be punished by removal from office, fine, and imprisonment.

⁵ Housing Authorities Law, 35 P.S. § 1548. The language given above is nearly a direct quote of section 1548 and is unclear because section 1548 is unclear. Specifically, it is unclear whether section 1548 absolutely prohibits the having of an interest or merely prohibits the having of *undisclosed* interest. If section 1548 absolutely prohibits the having of an interest, then many of the provisions below for handling a "Conflicts of Interest" are moot. See "*Conflict in Conflict-of-Interest Requirements*," above.

⁶ Unlike clause (2), this clause makes no reference to a partner. It may nevertheless be assumed that a contract that cannot be made with a member cannot be made with a partner of a member.

⁷ A tenant of the Authority may nevertheless serve as a member of the Authority. ACC, Terms and Conditions (Part A), § 19(A)(5).

⁸ See note 6, above.

⁹ ACC, Terms and Conditions (Part A), § 19(A).

¹⁰ ACC, Terms and Conditions (Part A), § 19(B).

Neither the Authority nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with a HUD tenant-based program in which any of the following persons has an interest, direct or indirect:

1. An Authority member or officer (other than the member, if any, who is a tenant representative);
2. An employee of the Authority, or a contractor, subcontractor or agent of the Authority, who formulates policy or who influences decisions with respect to the program;
3. Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with the respect to the program;
4. Any member of the Congress of the United States; or
5. Any person who occupied a status described in the preceding clauses 1 through 4 at any time within the preceding twelve months;¹¹

nor may any of those persons have a direct or indirect interest in a HAP Contract, in the benefits of a HAP Contract, or in payments under a HAP Contract.¹² Any person having any such interest or prospective interest must disclose that interest to the Authority and HUD.¹³

For purposes of the foregoing prohibitions, the “immediate family” of a person means the person’s spouse, mother, father, brother, sister, or child (whether related as a full blood relative or as a “half” or “step” relative).¹⁴

The foregoing prohibitions may be waived by the HUD Field Office, if permitted under Pennsylvania and local law, upon request of the Authority for good cause.¹⁵

Further Limitations on Contracts

The following limitations on contracts apply in addition to, and whether or not the HUD Field Office has waived, the prohibition stated above under “*HUD Prohibition Against Certain Contracts and Arrangements.*”

A member or employee of the Authority, or spouse or child of a member or employee of the Authority, or business with which any of the foregoing persons is associated, may not enter with the Authority into a contract valued at \$500 or more, or enter with any contractor or subcontractor of the Authority into a subcontract valued at \$500 or more, unless the contract or subcontract has been awarded through an open and public process, including prior public notice and subse-

¹¹ 24 CFR § 982.161.

¹² HAP Contract, Part B, § 13; 24 CFR § 982.161.

¹³ 24 CFR § 982.161(b).

¹⁴ ACC, Terms and Conditions (Part A), § 19(D). Although an adopted relationship is not a “blood” or “half-blood” relationship, and is not necessarily a “step” relationship, the concept presumably also extends to adopted relationships.

¹⁵ ACC, Terms and Conditions (Part A), §§ 19(A)(3) & 19(B)(4); HAP Contract, Part B, § 13; 24 CFR § 982.161(c).

quent public disclosure of all proposals considered and contracts awarded. If such a contract or subcontract is made with a member or employee of the Authority, or spouse or child of a member or employee of the Authority, or business with which any of the foregoing persons is associated, the member or employee of the Authority in question shall not have responsibility within the Authority to supervise the implementation and performance of the contract or subcontract.¹⁶

No contract shall be made between the Authority and any member or employee of the Authority unless the entire contract is set forth in a signed, written document that has been approved by the Authority in accordance with this Policy. A contract made in violation of this paragraph shall be void.¹⁷

Prohibition Against Accepting Improper Influence

A member, employee or agent of the Authority may not solicit or accept any gratuity, favor, or thing of monetary value from any contractor, potential contractor, landlord, tenant, or party to an agreement or prospective agreement with the Authority, except that a member, employee or agent of the Authority may accept an unsolicited item having a value not greater than \$25.00.¹⁸

A member, employee or agent of the Authority may not solicit or accept anything of monetary value, including a gift, loan, reward or promise of future employment, based on an understanding that an action of the member or employee relating to the Authority will be influenced thereby.¹⁹

All gifts (regardless of value) received by a member or employee of the Authority from any person who has or may have an interest in any matter proposed or pending before the Authority must be reported at the next meeting of the Authority and noted in the minutes of the meeting.²⁰

Prohibition Against Honoraria

A member or employee of the Authority may not accept an “honorarium.” An honorarium is a payment made to the member or employee for a work, appearance, speech, or presentation that the member or employee publishes or makes in his or her capacity as a member or employee of the Authority or that the member or employee was asked to publish or make because of his or her membership in or employment by the Authority.²¹

¹⁶ Ethics Act, 65 Pa. C.S.A. § 1103(f).

¹⁷ A requirement of this Policy; not necessarily required by law, regulation, or agreement.

¹⁸ Compare 24 CFR § 85.36(b)(3).

¹⁹ Ethics Act, 65 Pa. C.S.A. § 1103(c). A gift is anything that is received without consideration of equal or greater value. *Id.* § 1102.

²⁰ A requirement of this Policy; not necessarily required by law, regulation, or agreement.

²¹ Ethics Act, 65 Pa. C.S.A. §§ 1102, 1103(b). The Act’s definition of “honorarium” is incomprehensible. The definition given here attempts to make sense of the Act’s definition.

Limitation on Representing Others Before the Authority

A current or former member or employee of the Authority shall not, for compensation, represent a person on any matter before the Authority at any time when he or she is a member or employee of the Authority or at any time within one year after he or she ceases to be a member or employee of the Authority.²²

PART II: DISCLOSING AND MANAGING CONFLICTS OF INTEREST

Part II of this Policy is intended to satisfy the prohibition of 24 CFR § 84.42 against any employee, officer or agent of the Authority participating in the selection of a contractor for, or in the award or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Conflict of Interest

For purposes of this Part II, a conflict of interest arises whenever any of the following persons has or may appear to have a financial or other interest in a firm selected for award:

1. A member, employee or agent of the Authority;
2. A member of the immediate family of a member, employee or agent of the Authority;
3. A partner of a member, employee or agent of the Authority; or
4. An organization which employs or is about to employ any of the foregoing persons.²³

A conflict of interest may be real or apparent. A real conflict of interest arises when a person specified in the preceding paragraph does, in fact, have a financial or other interest in the firm selected for award. An apparent conflict of interest arises when the person may appear to others to have a financial or other interest in the firm selected for award. Real and apparent conflicts of interest are subject to the same standards under this Part II.

Disclosure of Conflict

A member, employee or agent of the Authority shall promptly disclose to the Authority any conflict of interest of which the member, employee or agent is aware, whether the conflict pertains to himself or herself or to another member, employee or agent of the Authority.

Management of Conflict

No employee, officer or agent of the Authority may participate in the selection of a contractor or in the award or administration of a contract if the employee, officer or agent would have, with respect to the contractor or contract, a real or apparent conflict of interest.

²² Ethics Act, 65 Pa. C.S.A. § 1103(g).

²³ 24 CFR § 85.36(b)(3).

When there comes before a meeting of the Authority any matter with respect to which a member or employee of the Authority who is present at the meeting has a conflict of interest, the member or employee shall disclose the conflict in the meeting, provide to the secretary of the meeting a written memorandum of the conflict, and cause the memorandum to be entered in the minutes of the meeting. The member or employee may present information at the meeting concerning the matter but shall remove himself from the meeting during, and not otherwise participate in, the Authority's deliberation or decision concerning the matter. The minutes of the meeting shall note (a) the disclosure and any presentation made by the member or employee, (b) the member or employee's removal from the meeting during the Authority's deliberation and decision, (c) the decision made, and (d) the vote by which the decision was made.

PART III: VIOLATION OF POLICY OR APPLICABLE LAW, REGULATION OR AGREEMENT²⁴

The Authority may reprimand, suspend, remove, or terminate its contract or other relationship with any member, employee, agent, landlord, tenant, vendor, or other person who violates or solicits a violation of any provision of this Policy or of any law, regulation or agreement relating to conflicts of interest.

The Authority will comply with the requirements of the Pennsylvania Civil Service Act when reprimanding, suspending, or removing any Civil Service employee of the Authority.

In all cases, the Authority will take no action without first conducting a hearing, of which the person charged with violation will be given not less than forty-eight (48) hours advance written notice, to determine whether a violation has, in fact, occurred. The Authority shall conduct the hearing as promptly as reasonably possible after learning of the violation or possible violation. At the hearing the person charged with violation shall have the opportunity to see and hear the evidence against him, her, or it and to present such rebuttal and mitigating evidence as he, she, or it may choose to present.

If it is determined after hearing that there has occurred a violation of this Policy or of any law, regulation or agreement relating to conflict of interest, the Authority will immediately give HUD written notice of violation.

PART IV: RIGHTS OF THIRD PARTIES

It is not the intention of this Policy to empower anyone other than the Authority to enforce this Policy. Nor is it the intention of this Policy to grant to anyone a right to enforce laws, regulations, or agreements that he, she or it is not otherwise entitled to enforce. For example, it is not the intention of this Policy to empower agencies of the Commonwealth of Pennsylvania to enforce federal laws and regulations the Commonwealth is not otherwise authorized to enforce, to empower agencies of the Federal government to enforce state laws and regulations the Federal government is not otherwise authorized to enforce, or to empower any person to enforce an agreement to which he, she or it is not a party and of which he, she or it is not an intended third-

²⁴ This provision is intended to satisfy the requirement of 24 CFR § 84.42 that "The standard of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient."

party beneficiary. Conversely, it is not the intention of this Policy to limit the right of anyone to enforce a requirement of law, regulation or agreement that he, she or it is otherwise entitled to enforce.

PART V: ACKNOWLEDGMENT OF POLICY²⁵

The Authority shall provide a copy of this Policy to each member, employee and agent of the Authority and shall require the member or employee, as a condition to serving as such, to sign an acknowledgment in the form attached hereto stating that the member or employee has received and read a copy of this Policy and has agreed to abide by this Policy. Such acknowledgements shall be kept in the files of the Authority's solicitor.

²⁵ This Part relates to the requirement of section 2(d) the 2006 SuperNOFA that grant applicants "describe the methods it will use to assure that all officers, employees, and agents of its organization are aware of its code of conduct."

FORM OF ACKNOWLEDGMENT

I have received and read a copy of the Conflict of Interest Policy of the Housing Authority of the County of Venango, dated June 27, 2006. I agree to abide by the Policy.

Signature

Print Name

Date