

**HOUSING AUTHORITY
OF THE BOROUGH OF HIGHTSTOWN
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Employee Manual

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Mission Statement
Housing Authority of the Borough of Hightstown

The Hightstown Housing Authority is a dynamic organization that is committed to providing the best quality of life for our residents. Through responsible leadership, teamwork, and collaboration we are the catalyst for positive change, revitalization and redevelopment in our community. Our dedicated staff will continue to meet the challenges of the ever-changing world in which we live. We are committed to serving our community's housing needs, providing an affordable, safe and nurturing environment in a neighborhood that is attractive, clean and well-maintained. Our interaction with residents shall demonstrate courtesy and respect. We will work with government and community resources as well as partnering with local entities to provide families with opportunities for affordable housing in livable neighborhoods.

1. GENERAL INFORMATION

1.01 INTRODUCTION

Please take the time to read through these policies carefully. Policy revisions may take place periodically as the need occurs. You are encouraged to consult the executive director if you have any questions or suggestions concerning the Hightstown Housing Authority's (HHA's) policies. Keep in mind, however, that this handbook sets forth the current operating Human Resources policies of the organization. This handbook supersedes in all respects any prior employee handbook and has been prepared for our employees to provide you with general information about some of your benefits and the rules and policies under which we operate. Obviously, we could not begin to explain every Hightstown Housing Authority rule or benefit in this handbook, and employees must understand that they are expected to comply with all Hightstown Housing Authority policies and procedures. Management reserves the right to alter and interpret the contents of this book, including the compensation and benefits provisions, at its sole discretion without advance notice. The final interpretation of these policies rests with the Executive Director and Board of Commissioners.

1.02 RESPECT FOR EMPLOYEES

The Hightstown Housing Authority Board of Commissioners will treat employees in a fair and equitable manner. The Board to be responsive to employees' needs and feelings, creating as pleasant a working environment as possible and to pay a fair wage.

The Board recognizes that the Hightstown Housing Authority exists to serve the interest of residents. The prime responsibility and concern is to serve the best interests of those who reside in The Hightstown Housing Authority.

CULTURAL DIVERSITY – Hightstown Housing Authority is enriched by having many different ethnic and cultural traditions represented among both residents and employees. HHA, embraces the ideas and experiences of all of our staff and residents and believes these differences make our community stronger and our lives better. Just as HHA is an equal opportunity employer, our community is available to all regardless of race, ethnicity or religion.

1.03 ETHICS

Hightstown Housing Authority's compliance plan, financial and operational policies and procedures provide a framework for staff education on expected ethical standards. These standards apply every day to all positions.

Ethical standards on fraud, abuse, negligence, theft or breach of confidentiality apply to all positions. However, examples of more commonplace instances that would also violate Hightstown Housing Authority's ethical standards include: accepting money, gifts, tips or property from residents or family members; this includes receiving money, property and/or gifts from family after a resident has been discharged or has passed away; soliciting or accepting loans from residents or family members; accepting or providing any type of private service or duty for a resident or client of HHA including maintenance or housekeeping tasks or any other personal services; writing checks or performing other financial tasks for a resident or family member outside of a normal HHA business office function.

Ethical violations breach the relationship of trust between HHA and our residents and families and will be dealt with in the most serious corrective action. If an employee is approached by a resident or family member to perform services or accept a prohibited item, please decline graciously and report the situation to the executive director. Resident/family education on this issue will resolve the issue in a conciliatory manner.

No employee will suffer any adverse job-related consequences as a result of having assisted Hightstown Housing Authority in an investigation of such actions. Any employee who believes that he or she has been adversely affected in violation of this policy should report the situation to an appropriate management representative immediately. Any individual who is found to have acted against any employee in violation of this policy will be subject to appropriate corrective action up to and including discharge.

2. EMPLOYMENT

2.01 EQUAL EMPLOYMENT OPPORTUNITY

The Hightstown Housing Authority is an equal employment opportunity employer which does not discriminate on the basis of race, color, religion/creed, sex, disability, marital status, age, pregnancy, national origin, ancestry, place of birth, sexual orientation, possession of a General Education Development certificate as compared to a high school diploma, use of a service animal because of blindness or deafness, veteran status, or any other characteristic protected by the applicable federal, state, or local laws. An integral part of this policy is to provide equal opportunity in all aspects of an individual's relationship with Hightstown Housing Authority - recruitment, hiring, promotion, conditions of employment, compensation, classification, training, benefits, transfers, discipline, referral and termination of employment. Any EEO related questions, problems or complaints should be directed to the Executive Director, or the Chairman of the Board of Commissioners.

The Hightstown Housing Authority will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified individual unless undue hardship will result. If you have a disability that requires an accommodation, you should request a reasonable accommodation so that The Hightstown Housing Authority can work with you in an effort to enable you to perform the essential functions of your job. Any employee who believes he or she is disabled and desires a reasonable accommodation should report his/her request to the Executive Director or Chairperson of the Board of Commissioners.

2.02 POLICY AGAINST DISCRIMINATORY HARASSMENT

The Hightstown Housing Authority strongly believes that discriminatory harassment in the workplace is unacceptable conduct which cannot be tolerated. Hightstown Housing Authority is committed to providing a work environment free from all forms of discriminatory harassment. Discriminatory harassment is harassment that is based upon any traits protected under the applicable discrimination laws, including sex, race, religion, national origin, age, disability, veteran status, creed, marital status or sexual orientation, as applicable under the relevant federal, state or local laws. Discriminatory harassment is illegal when it is so severe or pervasive that it creates a hostile working environment. The Hightstown Housing Authority will take all reasonable measures to ensure that no employee is exposed to any discriminatory harassment.

It is important that all employees are aware of the type of conduct or comments that may cause or contribute to discriminatory harassment. Probably the most common form of discriminatory harassment is sexual harassment, but other forms of discriminatory harassment are also of great concern.

Sexual Harassment

Sexual harassment can include, but is not limited to: unwelcome sexual advances or propositions, preferential or derogatory treatment based on gender, unnecessary touching, graphic verbal commentaries about an individual's body, the display of sexually suggestive materials or pictures, and explicit or offensive comments or jokes with a sexual content or based upon gender.

All employees are prohibited from engaging in any conduct which might be considered sexual harassment. In addition, no supervisor or other employee shall threaten or insinuate, either explicitly or implicitly, that another employee's, or applicants, refusal to submit to sexual advances or sexual harassment will adversely affect the terms and conditions of that individual's employment. Similarly, no supervisor, manager, or employee shall promise, imply, or grant any preferential treatment to another employee in exchange for sexual favors or conduct. Any employee, supervisor, or manager who commits or condones sexual harassment will be subject to corrective action up to and including termination of employment.

Other Forms of Discriminatory Harassment

Harassment based upon any other traits protected under the applicable discrimination laws, including race, religion, national origin, age, disability, veteran status, creed, marital status or sexual orientation, is strictly prohibited as provided under the applicable federal, state and local laws. Hightstown Housing Authority prohibits all forms of harassing conduct based upon these protected characteristics. No employee should be subjected to harassment or discriminated against because he or she are a member of any such group.

Certain conduct which may constitute discriminatory harassment, includes, but is not limited to: preferential or derogatory treatment based upon protected characteristics, using insulting or degrading language that would reasonably offend members of a given race, religion, age, national origin, disability, sexual orientation, or members of any other protected group, distributing or displaying any written or graphic materials that would be offensive to members of any protected group, and using racial, religious, or ethnic epithets. Any employee, supervisor, or manager who commits or condones discriminatory harassment will be subject to corrective action up to and including discharge.

Eliminating All Forms of Discriminatory Harassment

The Hightstown Housing Authority will take all reasonable measures to ensure that employees are provided with a working environment free from all forms of discriminatory harassment (sexual harassment and other forms of discriminatory harassment). As part of this commitment, Hightstown Housing Authority will act promptly and appropriately upon any information that it obtains which indicates that any discriminatory harassment has taken place.

It is absolutely necessary that you inform the Executive Director or Board Chairperson immediately if you experience or observe any discriminatory harassment. When making a report of discriminatory harassment, it is important that you provide as much information as possible, including the details of the alleged harassing conduct, the names of all employees involved in the harassment, any other employees who may have experienced similar harassment, and any individuals who observed or witnessed the harassment. Hightstown Housing Authority will protect the confidentiality of the information provided to the extent possible consistent with our commitment to investigate and eliminate any harassment from our workplace. In certain circumstances, however, the investigation may disclose the identity of those employees who claim to have been harassed and/or other employees involved.

Hightstown Housing Authority will conduct an investigation into any complaint or report of discriminatory harassment. Prompt and appropriate action will be taken pending an investigation to ensure that any discriminatory harassment which might exist does not continue. If the investigation indicates that discriminatory harassment may have occurred, HHA will take prompt and appropriate remedial measures to bring the harassment to an end.

Any employee, supervisor, or manager who is found to have committed or condoned discriminatory harassment will be subject to appropriate corrective action up to and including discharge. The employee(s) involved will be informed of the results of the investigation and any action taken. Following the resolution of any complaint, the employee(s) involved must continue to keep HHA informed if the harassment persists.

2.03**AT-WILL EMPLOYMENT**

Employees with the exception of the Executive Director are employed at-will with Hightstown Housing Authority and are subject to termination with cause. All terminations must be reviewed and approved by the personnel committee of the board. At the same time, such employees may terminate their employment at any time and for any reason. Neither this employee handbook nor any of its provisions create a contract of employment for any length of time.

No Hightstown Housing Authority representative, except the Executive Director and Board Chairperson is authorized to modify the at-will employment relationship for any employee or to enter into any oral or written employment agreement or any other binding agreement with an employee.

2.04**INTRODUCTORY PERIOD**

The first 60 days of work, starting with the employee's first hour of work, are considered the introductory period. This is a working period and provides the employee an opportunity to learn about Hightstown Housing Authority and for the Hightstown Housing Authority to learn about the employee.

Annual Leave time may be accrued but not used during the introductory period. When employment is terminated voluntarily or involuntarily before completion of the stipulated introductory period, the employee shall not receive any terminal Annual Leave payment. Other benefits are discussed in Section 7.

If during this time the Executive Director concludes that the employee is not suitable for work, employment will be terminated. Any introductory employee incurring three unscheduled absences (using the definition of an unscheduled absence) will be released from employment after the third occurrence. Any introductory employee incurring three lateness occurrences will be released from employment after the third occurrence. Employees within the introductory period who have issues which would give rise to a written warning will be evaluated for immediate release from employment. An employee's successful completion of this period does not result in any change in the employee at-will relationship described in this handbook. Introductory employees are not eligible to apply for a Leave of Absence and do not have the ability to invoke the Dispute Resolution Procedure of the Hightstown Housing Authority.

2.05**EMPLOYMENT OF FAMILY MEMBERS**

In order to avoid the appearance of preferential treatment as well as any other conflicts of interest that might occur in the work place, Hightstown Housing Authority will not employ members of an immediate family, or of the same household, in a situation where one member has the authority to supervise, evaluate or control another. Immediate family is defined as husband, wife, parent, child, stepchild, brother, sister or unrelated persons residing in the same residence.

2.06**EMPLOYEE ACCESS TO PERSONNEL FILES**

An employee may have access to his/her personnel file under the following conditions:

1. The employee must submit a written request for access to his/her file to the Executive Director.
2. Access will be granted only during the non-working, non-paid time of the employee.
3. The personnel file may not be removed from the office nor may its contents be copied; however, notes may be taken and the employee may submit responsive material in the personnel file.
4. Inspection by an employee or the employee's authorized designee may occur only in the presence of the Executive Director or Board Chairperson.
5. Personnel records will be available for inspection only during the regular business hours of the Office.

3.02 **TIME CLOCKS**

All hourly employees are required to electronically record their time when they arrive and depart from work. Where time clocks are used, swiping another employee's card, or entering information for another employee is cause for immediate termination of employment.

For payroll purposes, Hightstown Housing Authority rounds time to the nearest ¼ hour. Hourly employees will be docked 15 minutes for each eight minutes that they are late in a quarter hour. The time clock should not be swiped more than seven minutes before or after the employee's shift.

The above paragraph shall not be construed to permit employees to swipe in their timecard seven minutes late or to swipe out seven minutes early.

If an employee does not electronically record his or her time, paper documentation known as a time-edit slip must be submitted to the Department Manager/Supervisor. Employees accumulating four time-edit slips in one month will be assessed a verbal warning. Subsequent violations will be subject to corrective action as outlined in the Corrective Action Procedures in Section 5.15. Deliberately falsifying a time edit slip will be considered as fraudulent and subject to immediate termination.

Employees are expected to report to their workstation, dressed appropriately and ready to work at the hour posted on the schedule or their regular starting time. Employees not at their workstation at the scheduled hour will be subject to corrective action as outlined in the Lateness section of the Attendance Control Policy in Section 5.10.

The pay period for all hourly employees begins on Friday at 11:00 p.m. and ends Friday at 11:00 p.m. 14 days later.

3.03 **SCHEDULING**

Employees may leave the premises during unpaid lunch breaks, normally between 12PM and 1PM. During paid breaks, the employee may not leave the premises.

3.04 **MEALS AND BREAKS**

When working a full 8-hour shift, two 15-minute paid breaks and one 60-minute lunch break will be scheduled. Employees are not to leave the premises during work breaks without authorization of the Executive Director. An employee working less than a full shift shall be entitled to one 15-minute paid break. Minor employees under age 18 shall be given a 30-minute unpaid meal period for every 5 hours of continuous work. Any scheduled work period of less than four hours will not entitle an employee to a break.

3.05 **OVERTIME**

Overtime is paid at a rate of time-and-one-half on hours in excess of eight hours worked per day or 80 hours worked in a two-week pay period. A workday is defined as the 24-hour period from 11:00 p.m. through 11:00 p.m. of the following day. Non-worked time, such as Annual Leave and Funeral Pay, is not counted toward the 80 hours worked in a pay period for overtime purposes. Only hourly employees are entitled to overtime pay. There shall be no pyramiding of hours which is use of sick and vacation time during a week when claiming overtime. Prior authorization to work overtime must always be given by the Executive Director. Employees working beyond their scheduled shift without prior permission of a supervisor are subject to corrective action. Employees working prior to or beyond their scheduled shift (unauthorized overtime) without prior permission of the Executive Director are subject to corrective action.

3.06 **EDUCATION**

Employees shall be paid their regular wage while attending and shall be reimbursed for expenses incurred in attendance at staff development or other training programs according to facility policy if prior approval has been given by the Executive Director.

4. **EMPLOYEE RELATIONS**

4.01 **OPEN DOOR POLICY**

It is the desire of Hightstown Housing Authority to provide pleasant working conditions and make the work of the staff a rewarding experience. If a problem should arise which merits a complaint or correction, you are urged to report the matter to the Executive Director. Most problems can be corrected promptly if they are discussed frankly. If after speaking to the Executive Director you are not satisfied, you may go to the Board Chairperson of the HHA.

4.02 **DISPUTE RESOLUTION PROCEDURE**

Any employee who has successfully completed the introductory period has the right to dispute an employment or corrective action decision regarding an interpretation and/or application of the policies in this manual. The procedure for handling disputes shall be the following:

1. The employee shall make known the issue to the Executive Director within seven calendar days of knowledge of the event precipitating the issue or occurrence. The Executive Director shall discuss the issue with the employee. The director shall endeavor to respond in writing to the employee within seven days.
2. If resolution is not reached as stated in #1 above, the employee must notify the Board Chairperson in writing within seven calendar days of receiving the report. A meeting shall be arranged with the Board Chairperson and the employee. The Chairperson will endeavor to respond in writing within seven calendar days of the meeting.

The discussions and decisions of the Executive Director and Board Chairperson must be within the scope of the most current written Personnel Policy.

4.03 **BULLETIN BOARDS**

In order to enhance and encourage communications throughout the facility, as well as comply with federal and state posting requirements, Hightstown Housing Authority maintains official bulletin boards located centrally throughout the office. Individual departments may also maintain bulletin boards subject to approval of the Executive Director. These bulletin boards are for administrative use only, and employees may not post or remove or alter any information.

5. **WORK RULES AND PROCEDURES**

5.01 **SOLICITATION**

In order to prevent disruptions in the operation of the facility, interference with ongoing work and resident care, and inconvenience to our residents and their visitors, the following rules will apply to solicitation and distribution of literature on The Hightstown Housing Authority property:

No employee may solicit for any reason on working time in resident areas. No employee may distribute literature or other materials on working time or in working areas. The Hightstown Housing Authority e-mail system may not be used for solicitation for any personal or any outside business or organization.

This rule is established for the purpose of preventing interference with resident service or other work duties and applies to employees doing the soliciting or distributing as well as employees being solicited or receiving distributions.

5.02 LOITERING

Employees are not to remain within the facility or in any other working area for more than thirty minutes after recording the end of their shift, and are not to return to the facility or onto working areas of the facility more than thirty minutes before the scheduled starting time for any reason. Permission to wait in the facility for specified reasons may be granted by the Executive Director or his/her designee.

5.03 INABILITY TO PERFORM WORK

The Hightstown Housing Authority reserves the right to suspend or terminate any employee who is in a condition which renders his/her unable to perform their assigned duties with or without reasonable accommodation. A physical examination by a physician designated by The Hightstown Housing Authority may be requested to determine whether or not the employee is able to perform the duties associated with his/her position. An employee who is temporarily unable to perform the assigned job duties may have a right to leave under the Family and Medical Leave Act.

If during the course of employment, the Executive Director or his/her designee believes that the employee's health represents a direct threat to him/herself, other employees, or residents of the facility, the employee may be requested to be examined by a physician of the facility's choice. If the examination reveals a direct threat to themselves or others, the employee shall not be permitted to work until a subsequent examination by a facility approved physician certifies that no hazard exists from the identified health condition.

5.04 ALCOHOL, DRUGS AND CONTROLLED SUBSTANCES POLICY

Hightstown Housing Authority endeavors to ensure that its employees are free from current substance abuse. Employees who are abusing prescription medications, illegal substances or alcohol while on duty will not be permitted to work under any circumstances, as they represent a hazard to themselves, other employees and residents.

Prohibited Conduct

- Employees may not report to work under the influence of alcohol. "Under the influence" with respect to alcohol means that the employee has a blood alcohol content of .04 or greater. This may be established by professional opinion, a scientifically valid test, or, in some cases, by observation of impairment of physical or mental ability, such as slurring of speech, difficulty in maintaining balance, etc.
- Employees may not possess, use, purchase, sell, or transfer illegal drugs of any amount on Hightstown Housing Authority property (including parking lots), or in Hightstown Housing Authority vehicles (either owned by or leased to Hightstown Housing Authority), or while on Hightstown Housing Authority business. Illegal drugs and substances are those which cannot be legally obtained, including controlled dangerous substances and controlled substance analogues as well as those drugs which, although legal, have been illegally obtained (i.e., prescribed drugs not being used for prescribed purposes, including amphetamines and barbiturates). Examples of illegal drugs include marijuana, cocaine, "crack", heroin, morphine, phencyclidine (PCP), hallucinogens, narcotics, etc.
- Employees may not report to work under the influence of illegal drugs or controlled substances. "Under the influence" with respect to illegal substances means that the employee has a detectable level of the illegal drug in his or her system as established by a scientifically valid test, or the employee's refusal to submit to reasonable suspicion drug testing.

- Employees are prohibited from taking any prescription drugs from our facilities or which are prescribed for any resident.

Consequences of Policy Violation

Any employee who engages in prohibited conduct as set forth above will be subject to corrective action, up to and including termination.

Reasonable Suspicion Drug and Alcohol Testing

Employees may be tested when Hightstown Housing Authority has a reasonable suspicion that the employee is under the influence of alcohol or drugs. Hightstown Housing Authority reserves the right to test employees in connection with observed unusual behavior that Hightstown Housing Authority reasonably believes to be indicative of drug or alcohol use, including, but not limited to, slurred, incoherent or confused speech, impaired balance, disorientation, odor, sudden unexplained change in work performance or repeated failure to follow instructions or operating procedures. When Hightstown Housing Authority believes that reasonable suspicion for a drug or alcohol test exists, a Hightstown Housing Authority representative will transport the employee to the testing facility. If tested positive, the employee will be transported home.

If a substance abuse test is conducted, the employee will be suspended from duties without pay until the test results are received and reviewed. Final corrective action will be determined with the receipt of test results. Employees who exhibit impaired behavior and refuse to submit to testing for substance abuse may be subject to immediate termination for insubordination.

Reporting Violations

Each employee is required to immediately report any violation of Hightstown Housing Authority's Policy on Alcohol, Drugs and Controlled Substances to his or her supervisor. An employee who fails to report such a violation is subject to corrective action, up to and including termination. Employees must notify his/her supervisor, within five days, of any conviction for violation of a criminal drug statute.

5.05 DRESS CODE

All employees are expected to dress appropriately for the work being performed. Clothing must present a clean, neat appearance.

5.06 TELEPHONE CALLS

Employees are requested to answer the telephone promptly and courteously. Personal telephone calls may be made and received only in cases of emergency. During breaks, personal phone calls may be made from pay or cellular telephones in non-resident areas.

5.07 USE OF PERSONAL HANDHELD ELECTRONIC DEVICES

To ensure resident, family and employee privacy and the protection of confidential information, the use of personal handheld electronic devices while on duty without advance approval by the Executive Director is prohibited. Personal handheld electronic devices include cellular telephones, pagers, cameras, personal digital assistants (PDAs), pocket PCs, personal music devices (iPods and other mp3 players) and other similar technology. The use of personal handheld electronic devices for activities such as instant messaging is also prohibited. During breaks, personal handheld electronic devices may be used in non-resident areas. This policy does not prohibit the use of handheld electronic devices provided to employees by The Hightstown Housing Authority for use in the completion of work-related assignments.

USE OF E-MAIL AND INTERNET SYSTEMS

5.08

The Hightstown Housing Authority computing and telecommunicating networks, computing equipment and computing resources are owned by HHA and are provided to employees for increased productivity, to support HHA business and administrative needs. An employee's improper use of HHA-provided equipment, e-mail and internet systems can waste time and resources and create legal liability and embarrassment for both HHA and the employee accounts and monitor their use. This policy applies to any HHA-provided e-mail and/or internet system that is accessed on or from HHA premises.

Prohibited Activities

Employees are strictly prohibited from using the e-mail and internet systems in connection with any of the following activities:

- Accessing personal e-mail accounts
- Engaging in illegal, fraudulent, or malicious activities
- Engaging in activities on behalf of organizations with no professional or business affiliation with The Hightstown Housing Authority
- Sending, receiving or storing offensive, obscene, or defamatory material
- Harassing other individuals
- Sending uninvited e-mail of a personal nature
- Using another individual's account or identity
- Attempting to test, circumvent, or defeat security or auditing systems, without prior authorization
- Permitting any unauthorized individual to access the HHA e-mail system
- Distributing or storing chain letters, jokes, solicitations or offers to buy or sell goods, or other non-business material of a trivial or frivolous nature
- Monitoring or intercepting the files or electronic communications of employees or third parties
- Releasing a virus, worm or other program that damages or otherwise harms a system or network
- Sending a crippling number of files across the network, which would cause the system to slow or crash (e.g., e-mail "bombing")
- Tapping phone or network lines (e.g., running network sniffers without authorization)
- Obtaining unauthorized access to any computer system, files or data, regardless of whether the system, files or data are securely protected
- Unauthorized use of social networking sites for personal reasons during work time or on any HHA owned equipment
- Any inappropriate or defamatory statements about HHA or any of its management posted on a blog, website or social networking site or method.

5.09

WEATHER/EMERGENCY STAFFING

All employees of Hightstown Housing Authority have elected to work in the affordable housing environment. In times of inclement weather or other emergency situations, we ask that all staff members make every reasonable effort to maintain their work schedules. Your cooperation in maintaining safety and wellbeing of our residents during these times is appreciated.

5.10

ATTENDANCE CONTROL POLICY

In order to fulfill our obligations to our residents, employees are expected to work their posted schedules and to arrive at work on time. Employees are expected to review their posted schedules in advance to avoid confusion. If there is a concern about working the posted schedule, employees must discuss with the Executive Director. Time off is granted in accordance with the Annual Leave policy. The following policy applies to all non-exempt personnel.

Unscheduled Absences

1. An unscheduled absence is defined as an absence from work for which permission to be absent from a scheduled day of work has not been **requested and received** at least 24 hours in advance (if applicable, Annual Leave time will be applied per policy).

Leaving work, with proper approval from the supervisor, on an unscheduled basis **more than two hours prior to the scheduled end of the shift** is considered an unscheduled absence. Leaving work, with proper approval of the supervisor, on an unscheduled basis **less than two hours before the end of the scheduled shift** will not be considered an unscheduled absence. However, any consecutive day absences will be treated as unscheduled absences per policy.

NOTE: If an absence continues for more than one consecutively scheduled day, and the employee properly notifies the facility at least 2 hours prior to the beginning of their scheduled shift, the employee will not be subject to another unscheduled absence assessment. Annual Leave time will be applied to these absences. If an employee knows he/she will not be able to return to work for more than one scheduled day, and properly calls in and notifies the facility of the expected number of days absent, the daily call is not necessary. If the absence continues beyond the initial number of days, the employee must use proper call-off procedures to extend the absence. However, if the person is replaced on a schedule the employee may not return to work without permission for the days indicated as absent.

If an employee leaves work without notification to the supervisor it may be considered job abandonment and subject to immediate release from employment.

2. For purposes of this policy, permission to be absent from work will be granted if properly requested, and if proper documentation is provided, for the following reasons:
 - a. Approved Leaves of Absence
 - b. Jury duty
 - c. Previously scheduled and approved Annual Leave (or sick leave)
 - d. Bereavement Leave
3. Provided that the employee provides proper notification either in advance or as soon as practicable under the circumstances, any absence that qualifies under intermittent FMLA will not be considered as an unscheduled absence.
4. If an employee is asked to leave the facility or not to report for work pursuant to the pandemic policy, an unauthorized absence will not occur.

Corrective Action

- a. An employee incurring three unscheduled absences during the new hire introductory period will be released from employment after the third occurrence. An employee incurring six lateness occurrences during the new hire introductory period will be released from employment after the sixth occurrence. Also, employees within the new hire introductory period who have issues which would give rise to a written warning should be evaluated for immediate release from employment.
- b. An employee accumulating five unscheduled absences within a 12-month period will be subject to corrective action verbal warning.
- c. An employee accumulating six unscheduled absences within a 12-month period will be subject to a corrective action written warning.
- d. An employee accumulating seven unscheduled absences within a 12-month period will be subject to a corrective action final written warning.

- e. An employee accumulating eight unscheduled absences within a 12-month period will be subject to release from employment. (Unused Annual Leave time will be paid out as per Terminal Payment guidelines.)
- f. Any employee who calls off the day before a holiday or the day after a holiday, will accumulate one occurrence for each of these unscheduled absences.

Unauthorized Absence Reconsideration

An employee may request and the Executive Director may waive the assessment of an unscheduled absence or tardiness occurrence if circumstances warrant.

Absence Notification - (Improper Call-Off)

It is important to realize that unscheduled absences require the employee to call and give adequate notice of their absence as per the specific facility procedure. If an employee fails to notify the HHA of an absence at least two hours prior to the start time of their shift, an improper call-off from work will be recorded and corrective action in the form of a verbal warning will be issued for violation of this work rule. This absence will also be counted as an unscheduled absence.

- A second offense within a 12-month period will result in a written warning.
- A third offense within a 12-month period will result in a final written warning.
- A fourth offense within a 12-month period will lead to being released from employment.

Each employee is responsible for knowing and following the call off procedure for the HHA.

No Call/No Show

Employees who fail to notify the HHA of an absence from work (No call/No show) will be assessed a written warning. No call/No show absences will also be recorded as unscheduled absences.

- A second offense within a 12-month period will result in a final written warning.
- A third offense within a 12-month period will lead to termination of employment.
- Any three (3) consecutive days of no call/no show will be deemed a voluntary resignation from employment.

Absent extraordinary circumstances, employees who miss work for an FMLA qualifying reason are nevertheless expected to notify the HHA. Failure to do so may give rise to corrective action as set forth above. Employees within the introductory period who have issues which would give rise to a written warning, will be evaluated for immediate release from employment.

Corrective Action Alternatives - Mitigation

To allow employees flexibility and a mechanism to mitigate unscheduled absences and possible corrective action penalties, the following alternative is available to non-exempt HHA staff:

- Staff will have the opportunity to mitigate 4 unscheduled absences within a 12-month period. No corrective action will be applied if the missed shift is made up within 30 days from the unscheduled absence.
- The employee must work a full shift to receive mitigation.
- The shift and day of the hours to be made up will be at the HHA's discretion, based on needs of the HHA and are not guaranteed to be available.
- If another unscheduled absence occurs prior to mitigation, the second occurrence is not eligible for mitigation.
- No call/No show unscheduled absences are not eligible for mitigation.

General Guidelines

- If a makeup shift is scheduled and missed, an additional unscheduled absence will be assessed and the corrective action per the HHA Attendance Control Policy will occur immediately.
- Double time or other special incentive pay will not be paid on makeup shifts.
- Regular overtime pay policies and shift differential policies will apply to all time worked.

- The mitigation guidelines are available at the discretion and staffing needs of the HHA.
- Introductory employees are not eligible for mitigation of unscheduled absence occurrences.

Lateness

Lateness for work is defined as the failure to be in the designated work area and ready to work at the scheduled starting time. A five-minute grace period for returning from a meal is granted for timekeeping purposes. This does not alter the lateness policy for the start of a shift. If lateness extends beyond two hours, it will be treated as an unscheduled absence.

- An employee incurring 6 lateness occurrences during their new hire introductory period will be released from employment after the sixth occurrence.
- An employee accumulating 10 lateness occurrences within a 12-month period will be subject to corrective action of a verbal warning.
- An employee accumulating 12 lateness occurrences within a 12-month period will be subject to a written warning.
- An employee accumulating 14 lateness occurrences within a 12-month period will be subject to a final written warning.
- An employee accumulating 16 lateness occurrences within a 12-month period will be released from employment.

An employee may request and the Executive Director may waive the assessment of an unscheduled absence or tardiness occurrence if circumstances warrant.

Physician's Documentation

The Executive Director may request a physician's note indicating the employee's eligibility to return to work after an unscheduled absence. **Normally, a physician's note will not be required to return to work and does not nullify an absence occurrence.**

5.11 CONFIDENTIALITY

All employees of HHA are expected to honor the confidential trust which has been placed on them due to their position and responsibility. Employee disclosure of confidential information in violation with this policy will result in corrective action, up to and including termination of employment.

5.12 VISITING RESTRICTIONS

The family or friends of employees shall not be permitted to visit the employee at the facility during the employee's hours of work when such visits interfere with the activities of the facility or distract employees from their normal work schedules. Unauthorized visits may subject the employee to corrective action.

5.13 POLICY ON INSPECTION OF PERSONAL PROPERTY

HHA reserves the right to inspect all containers including, but not limited to, vehicles, purses, briefcases, gym bags, tote bags, etc. that are brought onto or placed anywhere on HHA property. HHA may request to inspect any and all containers at any time. This policy includes lockers supplied by HHA. All levels of personnel are subject to inspection and employees do not have a reasonable expectation of privacy with respect to containers brought onto HHA property. Employees who refuse to allow this inspection are subject to corrective action for insubordination, up to and including termination.

CORRECTIVE ACTION PROCEDURES

In order to render the best service possible to the residents and clients of HHA and to make our working conditions as pleasant as possible, it should be recognized that it is necessary that both management and employees conduct themselves appropriately. It is in everyone's best interest that all personnel be aware of the types of conduct appropriate at the HHA. These corrective action procedures are for guidance only and are not intended to alter the nature of at-will employment in this organization. These policies are to be applied consistently and apply to all personnel.

A corrective action notice will typically remain on an employee's active record for a period of 12 months; however, warnings over 12 months old may be considered where the same policy is violated.

The breaking of certain rules is more serious than others and greater penalties must be imposed for such conduct. Generally, the corrective action will consist of a four-step procedure:

- First Offense - Verbal Warning
- Second Offense - Written Warning
- Third Offense – Final Written Warning
- Fourth Offense – Termination of Employment

However, management reserves the right to commence corrective action at any step up to and including immediate termination if the violation so warrants. Depending on the seriousness of the violation, an employee may receive more severe discipline, up to and including discharge, for a first offense. It is the responsibility of both management and employees to be aware of these rules and corrective procedures.

5.15 **RULES**

The following are examples of offenses that would typically warrant corrective action beginning with a **verbal warning** and should not be considered all inclusive:

1. Dress code violations
2. Violation of the Attendance Control Policy
3. Use of telephone for personal calls when unauthorized
4. Unauthorized use of personal handheld electronic devices including cell phones. More serious consequences will ensue if this occurs in a resident's living space.
5. Abuse of break privileges
6. Defective work
7. Violation of safety, fire prevention, health or security rule, policy or practice
8. Discriminatory harassment or other discrimination
9. Continued or repeated failure to respect the resident/client's right to have communications in their presence conducted in a language they understand and regularly use.
10. Other misconduct as warranted

The following are examples of offenses that would typically warrant corrective action beginning with a **written warning** and should not be considered all inclusive:

1. Improper conduct on duty, especially loud, boisterous activity
2. Using foul or obscene language in the presence of residents, visitors or to fellow employees
3. Making false, malicious or defamatory remarks about HHA or its management orally or in any written form including electronic communication
4. Defective work
5. Violation of safety, fire prevention, health or security rule, policy or practice
6. Violation of the E-mail and Internet Policy
7. Unauthorized use of any HHA equipment; allowing a non-employee access to HHA equipment without prior authorization of the appropriate manager/administrator
8. Discriminatory harassment or other discrimination

9. Inappropriate or defamatory statements about HHA or any of its management posted on a blog, website or social networking site or method.
10. Failure to report fraud, abuse, neglect, theft or other crime committed against a HHA resident
11. Other Similar misconduct.

The following are examples of offenses that typically **may warrant immediate termination** and should not be considered all inclusive:

1. Physical or verbal abuse of a resident (No excuse of any nature is acceptable for this type of conduct)
2. Resident neglect
3. Misappropriation of resident funds
4. Insubordination for refusing work assignments or other job-related requests
5. Violation of the Attendance control policy- Section 5.10
6. Conduct or act seriously endangering the safety or wellbeing of a resident, staff member or visitor to the HHA
7. Fighting while on duty
8. Any detectable level of drugs or alcohol while on duty
9. Stealing in any form while on HHA property, from the HHA, a co-worker, visitor or resident
10. Conducting a lottery or gambling on HHA property
11. Immoral conduct on the job
12. Possession, sale, or taking of controlled substances while on duty or on HHA property
13. Falsifying any HHA documentation, including electronic files
14. Sleeping on the job
15. Unauthorized use of HHA or resident property including but not limited to use of computer and/or telephone
16. Unauthorized taking of photographs or voice recordings
17. Disclosure of resident protected information or electronic protected information
18. Violation of safety, fire prevention, health or security rule, policy or practice
19. Threatened or actual physical violence
20. Carrying any weapon while on HHA business, job site, premises or property without authorization.
21. Certain forms of discriminatory harassment or other discrimination, especially situations involving highly offensive behavior or other egregious circumstances
22. Accepting or engaging in any outside business while on HHA premises or business
23. Violation of the HHA Ethics Policy
24. Violation of the E-mail and Internet Policy
25. Violation of HHA confidentiality or privacy standards
26. Unauthorized sharing of computer passwords or access
27. Discriminatory harassment or other discrimination
28. Other similar misconduct or violation of policy
29. Any inappropriate or defamatory statements about HHA or any of its management posted on a blog, website or social networking site or method.

5.16 ADMINISTRATION GUIDELINES

1. Multiple offenses may lead to more serious corrective penalties. In addition, more severe corrective action may be imposed even though a subsequent offense is for a different violation.
2. An employee shall be notified of action to be taken within thirty days of the time that HHA learns of the infraction.
3. Employees will have an opportunity to discuss the infraction prior to corrective action.
4. Unpaid administrative leave may be initiated for serious incidents that may result in termination of employment. Generally, these incidents involve endangering the well-being of residents or other employees, harassment, dishonesty or other serious acts. Violation of administrative leave guidelines may result in immediate termination regardless of the outcome of the initial investigation.

5.17 **EMPLOYEE VOLUNTEER**

Employee volunteers are appreciated and encouraged to enrich the lives of our residents. Employees may volunteer for tasks they would **not** perform during a normal workday as detailed in the job description.

6. CONCLUSION OF EMPLOYMENT

6.01 TERMINATION OF COMPENSATION AND BENEFITS

Upon termination of employment for any reason (including resignation or retirement), employees are not entitled to any further compensation or benefits, except as expressly provided in this handbook or benefits documents.

6.02 RESIGNATION

Exempt staff are requested to give at least four weeks' notice of their intention to terminate employment. All other employees are requested to give at least two weeks' notice when resigning. Any notice of resignation should be in writing specifying the last day of work. During this notice period no Annual Leave time will be granted or paid without prior authorization of the Executive Director. Where proper notice to resign is not given or worked out in full, no terminal Annual Leave or sick bank hours will be paid.

You may be asked to participate in an exit interview. These interviews will assist HHA in evaluating the effectiveness of its policies and practices.

6.03 RETIREMENT

Vested retirement plan benefits will be paid out per the plan guidelines. More information may be found on the MYNJ.com web site.

6.04 JOB ABANDONMENT

Failure to report for work and use proper call off procedures for three consecutively scheduled days shall be considered a voluntary quit by job abandonment. Should an employee return to work or contact the facility prior to the three consecutively scheduled days elapsing, the Attendance Control Policy will govern.

Failure to properly notify the Executive Director and receive approval that you are leaving the facility on an unscheduled basis jeopardizes the health or safety of the resident. Such an occurrence shall also be considered a voluntary quit by job abandonment, and the employee will be subject to removal from the payroll. In cases of job abandonment, no terminal Annual Leave pay or sick bank hours will be paid.

7. BENEFITS

7.01 MEDICAL, PRESCRIPTION, VISION AND DENTAL INSURANCE

HHA offers access to various voluntary group health insurance programs. Health and prescription medication and dental coverage are provided under separate plans. The information below is intended as a brief introduction to these benefits. Detailed information is available in the plan informational materials and the Summary Plan Description booklet.

See State Health plan coverage at MyNJ.com

7.02

ELIGIBILITY FOR HEALTH INSURANCE COVERAGE

Eligible employees may obtain coverage the first of the month following 60 days of employment. Coverage may also be obtained during the annual open enrollment period (coverage will be effective January 1 of the following year). Employees must complete the necessary application and payroll deduction forms in order to obtain coverage.

Dependents who are eligible for health coverage include (i) your spouse; (ii) a married or unmarried child to the age of 26 (including stepchildren, legally adopted children, and children placed with you for adoption); (iii) an unmarried, physically or mentally handicapped child who is covered under the Program before reaching age 26 and who is dependent upon you for support and qualifies as a dependent for federal income tax purposes. Each employee is responsible for the full cost of the dependent coverage unless provided under separate agreement.

Any employee taking a Leave of Absence must pay the entire premium cost for continuing health insurance coverage beginning on the first of the month following the effective date of the Leave of Absence unless the time away is being paid using accrued time. Upon exhaustion of accrued time, or for unpaid Leaves of Absence, employees must pay the full cost of the insurance premium in order for the coverage to remain in effect. The above is subject to the HHA Leave of Absence Policy. Employees may have different rights for maintaining group health coverage under the Family and Medical Leave Act. A full explanation of Leaves of Absence may be found in Section 8.

If the employee discontinues coverage during a Leave of Absence, it is the employee's responsibility to reapply for coverage when he/she returns to work, subject to eligibility and enrollment procedures.

Under the Consolidated Omnibus Reconciliation Act (COBRA) employees, spouses and dependent children are entitled to continue health insurance, prescription medication, vision and/or dental coverage on a temporary basis after certain qualifying events (including, but not limited to, reduction of the employee's hours or termination of employment for reasons other than gross misconduct). This continuation provision is for certain time periods and is at the employee's own cost. More information on this option is furnished to every employee and questions may be addressed to the Human Resources Department.

Notice of Special Enrollment Rights. If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your dependent in this Program, provided that you request enrollment within 30 days after your other coverage ends and such other coverage was lost due to (i) the loss of eligibility for such other coverage, (ii) the cessation of employer contributions for such other coverage, or (iii) the exhaustion of COBRA coverage. In addition, if you have a new dependent as a result of marriage, birth, adoption or placement for adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment within 30 days after the marriage, birth, adoption or placement for adoption.

The following events are considered changes in status:

- a) A change in your legal marital status (including marriage, divorce, legal separation, annulment or the death of your spouse)
- b) A change in the number of dependents (including birth, adoption or placement for adoption, foster children that reside with you on a full-time basis or the death of a dependent)
- c) Termination or commencement of employment of you, your spouse, or your child.
- d) A reduction or increase in hours of employment by you, your spouse or child (including a switch between part-time and full-time or commencement or return from an unpaid leave of absence)
- e) A child ceasing to satisfy the definition of "Dependent" under the Plan due to age, student status or similar requirement

- f) A child that satisfies the definition of "Dependent" under the plan due to student status
- g) A change in the place of residence or worksite of you, your spouse or child
- h) A significant change in the cost or coverage under the plan, as determined by the Plan Administrator
- i) A significant change in the coverage of you, your spouse or child due to your spouse's or child's employment
- j) A judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order) that required health coverage for your child
- k) You, your spouse or child becoming entitled to Medicare benefits
- l) Any other events that the Plan Administrator determines would permit a change of election under applicable governmental regulations

7.03 GROUP LIFE INSURANCE

Beginning on the first of the month following 60 days of employment, full-time employees are eligible for a term life insurance benefit. This benefit pays three times annual base salary. Dependents are not eligible for life insurance or accidental death and dismemberment coverage. The premium for this benefit is paid for by payroll deduction and HHA participation. Employees must be actively at work and must complete and return the application for this benefit to take effect. It is the employee's responsibility to notify the Executive Director of any changes in beneficiary.

7.04 WORKERS' COMPENSATION

Workers' Compensation insurance provides medical and income protection if you are injured or become ill as a direct result of your work. An employee who is injured while performing his or her duties must report immediately to the Executive Director.

Employees seeking treatment should consult HHA's approved physicians prior to seeking treatment for a work-related injury. Employees working in New Jersey, who fail to treat with a physician provided by the HHA, may not be eligible for reimbursement of payments to that physician under the **New Jersey Workers' Compensation Act** or other applicable state law.

7.05 State of New Jersey Pension Program (PERS)

As a full time employee of the HHA, you are eligible for pension benefits provided by the State Of New Jersey. Please refer to the PERS Handbook and MYNJ.com for more information

7.06 SOCIAL SECURITY/MEDICARE

All employees of HHA are covered for Old Age and Survivor's Insurance Benefits under the Social Security Act. The Federal Government determines the amount deducted from your pay and the HHA contributes a like amount.

7.07 UNIFORMS

All Staff should dress appropriately for the position they hold.

7.08 Annual Leave Program

The Annual Leave Program is a paid-time off system which allows employees to utilize time to meet personal needs.

For Full Time workers:

For the first 5 years of employment:

- 12 Sick days annually
- 12 Vacation days annually

- 3 Personal days annually

For years 5 and over:

- 12 Sick days annually
- 18 Vacation days annually
- 3 Personal days annually

For Part-Time Workers:

For the first 5 years of employment:

- 1 Sick day per 30 hours worked

For years 5 and over:

- 1 Sick day per 30 hours worked
- 6 Vacation days annually

For the Executive Director:

- Personal leave as negotiated with the board of Commissioners, but no less than as described above.

How Annual Leave is Paid - Annual Leave will be paid on the normal number of scheduled hours. For example, an employee who is scheduled eight hours a day and requests an Annual Leave day will receive eight hours of Annual Leave pay. The pay given when Annual Leave is taken will be computed at the employee's current rate of pay, Time off without pay will not be granted if Annual Leave time is available. If any shift or schedule is not completed, Annual Leave will be used to bring an employee's paid hours to the full scheduled shift or schedule.

Unscheduled Use of Annual Leave - Four times within a 12-month period an employee may be paid for an Annual Leave day without receiving prior approval for the day. If Annual Leave is not properly requested in advance and approved, the employee will be assessed an unscheduled absence. If an illness is in excess of one day and the employee calls in each day, only the first day of the unscheduled absence will be assessed and the employee will be permitted to use Annual Leave for the absences.

Accumulation Cap - No more than 30 days of Sick Leave time will accumulate for any employee. Vacation and personal time expire at the end of each calendar year.

Sick Leave

"Sick Leave" shall mean paid leave that may be granted to an employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for him or her to do the duties of his/her position. Part time and temporary employees accrue sick leave.

- In no event shall an employee be paid for sick leave that is not taken.
- A doctor's certificate is required for any use of sick leave in excess of 3 consecutive days.
- All employees must call the office by 9:00AM to request sick leave.
- An employee who does not call in or report to work for 4 consecutive work days will be considered to have resigned his/her position with the Housing Authority.

Holidays

1. Only the following holidays are recognized by The Hightstown Housing Authority.

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the Friday after, Christmas Eve and Christmas Day.

2. Employees may request pay for an unscheduled absence before or after the holiday if they have not exceeded their four-day unscheduled Annual Leave use within a 12-month period.

7.09 **JURY DUTY**

When serving on jury duty, all employees will be paid their regular wage that would have been earned on the day in which jury duty was served, **for a maximum of two weeks per calendar year**. Documentation must be presented in order to be paid.

7.10 **FUNERAL LEAVE**

Any employee who has completed the introductory period will be granted three scheduled workdays with pay for a death in the immediate family to attend the service, or one workday will be granted if the service is not attended. Such hours must be taken within seven days of the death or forfeited. Additional Annual Leave time may be taken with the approval of the Executive Director. For purposes of this policy, immediate family will include: the death of husband, wife, son or daughter, parent, grandchild, father-in-law, mother-in-law, sister or brother, legal step child, and legal step parent. A one-day paid leave will be granted for the death of an employee's own grandparent. Annual Leave will accrue on these hours.

7.11 **SUMMARY OF BENEFITS**

Full-time Employee Benefits*

- Health Insurance
- Prescription Medication Plan
- Dental Insurance
- Annual Leave
- Group Life Insurance
- Paid Leave for Death in the Family
- Paid Leave for Jury Duty
- Workers' Compensation Coverage
- Employer Contribution to Social Security/Medicare

Part-time Employee Benefits*

- Workers' Compensation Coverage
- Employer Contribution to Social Security/Medicare
- Holiday and up to 6 days personal leave based on years of service.
- Sick leave in the amount of 1 hour per 30 hours worked.
- Paid Leave for Jury Duty
- Paid Leave for Death in the family.

* Employee benefits are merely described and are subject to change by the employer. Headings refer to definitions of full-time, part-time employees in Section 3.01.

8. **LEAVES OF ABSENCE**

8.01 **LEAVE OF ABSENCE POLICY**

It is understood that extraordinary circumstances sometimes necessitate lengthy absences from work. A Leave of Absence is defined as any absence in excess of two weeks. Introductory employees are not eligible for a Leave of Absence. All applicable accrued paid time off (e.g., vacation and sick time) will be applied to and paid out according to the regular bi-weekly payroll cycle of HHA to an employee on any type of Leave of Absence. The remainder of the Leave of Absence will be unpaid. Leaves of Absence are granted at the discretion of the Executive Director. The HHA Leave of Absence Policy is separate from the Family and Medical Leave Act Leave policy; however, any time used under FMLA will be considered a part of the 26 weeks maximum allowable leave time under this policy. If any portion of this time qualifies as FMLA leave, it will be so designated. The Leave of Absence application can be obtained from the Executive Director.

Procedure

An employee may be granted a Leave of Absence after submitting a properly completed Leave of Absence Request form. If the leave is planned and/or foreseeable, 30 days' notice is required; if this is not practicable, then as much advance notice as possible should be given. It is the employee's responsibility to initiate the leave process by requesting and properly submitting an Application for Leave of Absence to the Executive Director. Failure to submit the appropriate paperwork for a HHA Leave of Absence may be considered a voluntary quit via job abandonment.

A valid leave request for medical purposes (either due to the employee's medical condition or to care for a family member) must include a physician's certification stating the reason for and estimated duration of the leave. For leaves due to personal reasons; i.e., travel, education, etc., medical certification is not required. Employees may not engage in outside employment during a Leave of Absence without the written approval of the Executive Director.

Any HHA group health benefit will remain in force for the remainder of the month in which the leave commences. An employee who desires to maintain group health insurance coverage during an unpaid leave must pay the entire premium cost and any applicable co-pay. Arrangements for this premium payment must be made in advance of the leave. Premiums are due in the HHA offices by the first of the month that the coverage is effective. If payment is not received within 30 days of the due date, the coverage will be canceled. Failure to remit payment is not a COBRA qualifying event.

In order for an Application for Leave of Absence Request form to be complete, it must be signed by the employee and the Executive Director. Included in the form are dates on which the employee must report to the Executive Director. Failure to report as agreed may result in cancellation of the leave and/or be considered job abandonment. The maximum allowable Leave of Absence is a total of 26 weeks within any 12-month period. If the employee is unable to return to work after 26 weeks of Leave, employment will be terminated.

Unpaid leave time will not count towards benefit accruals.

At the conclusion of any leave granted for medical purposes directly involving the employee, the employee must present a physician's certification confirming that the employee is able to safely and effectively return to duty. The employee will not be permitted to work unless such a certificate is presented. While every effort will be made to return the employee to an equivalent position, some change in shift or work area may be necessary upon returning to work. Pay and benefit status will typically remain as before the leave occurred. If the employee fails to report as scheduled at the conclusion of a leave, it will be considered a voluntary quit via job abandonment.

8.02

FMLA - FAMILY AND MEDICAL LEAVE ACT POLICY

HHA complies fully with the Family and Medical Leave Act (FMLA) of 1993. Under this law, an eligible employee has the right of up to 12 weeks of unpaid leave during a 12-month period due to the birth or adoption of a child, the serious health condition of the employee, spouse, son, daughter or parent of the employee or for incapacity due to pregnancy, prenatal care or child birth.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either (1) an overnight stay in a medical care facility, or (2) continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of his or her job, or prevents a qualified family member from participating in school or other daily activities.

Subject to certain conditions, the "continuing treatment" requirement may be met by a period of incapacity of more than three consecutive, full calendar days and one of the following:

- Treatment by a health care provider two or more times within 30 days of the first day of incapacity, including at least one in-person doctor visit within seven days of the first day of incapacity.
- Treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment under the supervision of a health care provider. In this circumstance, the treatment must also include at least one in-person doctor visit within seven days of the first day of incapacity. Whether additional treatment is required must also be determined within 30 days of first day of incapacity.
- Incapacity or treatment for a chronic condition. In this circumstance, the chronic condition must be treated by a health care provider at least twice a year.

The Family and Medical Leave Act entitles employees to certain rights of continued medical coverage and return to an equivalent position upon return from leave. FMLA leave is available only to those employees who have been employed one year and who have worked at least 1250 hours in the 12-month period immediately preceding the request for FMLA leave. HHA requires the use of all applicable accrued time (including any sick bank time) during an FMLA absence. This shall be applied to and paid out according to the regular HHA biweekly payroll cycle.

Procedure

Not all leaves qualify for FMLA status. At the time of a leave request, a determination will be made as to whether the request falls under the jurisdiction of FMLA. The employee making the request may be asked for pertinent details in order to aid this determination. Medical certification of need for leave (either for the employee or a family member if the leave is to care for another) will be required. The employee must submit complete and sufficient medical certification within 15 days of the request for the leave or the leave can be denied. If the medical form is submitted timely but is incomplete, the employee will be given a list of the deficiencies and the information needed to correct the deficiencies. The employee has seven days to correct the deficiencies. Leave can be denied if the employee does not correct the deficiencies within the seven days. HHA will notify the employee whether the leave will be designated as FMLA-qualifying after receiving all appropriate supporting information.

Thirty days advance notice is required if the leave is foreseeable. If it is not, then the employee must notify the Executive Director either that same day or the next business day of the circumstances giving rise to the FMLA leave request. The employee needs to submit a completed Application for Leave of Absence Form to the Executive Director.

12 weeks shall be considered a part of a rolling 12 months looking backward from the beginning of the leave. This means that if an employee has used 12 weeks of FMLA leave in the 12 months prior to the requested time off, the employee is not entitled to FMLA leave. If an employee exhausts the 12 weeks guaranteed under FMLA, a request for extension under the HHA Leave of Absence policy may be made. The 12 weeks shall be considered a part of the 26-week total Leave of Absence allowable under HHA policy. Employees are required to follow our normal call-off procedure and must either refer to FMLA or the qualified reason for the FMLA in order to be protected by FMLA when calling-off.

Under FMLA, employees are entitled to maintain the same medical coverage held prior to the leave. HHA contributions to health insurance premiums will continue for the duration of the 12 weeks. Employee premium contributions and all applicable co-payments must be paid by the employee. Employees wishing to continue their coverage must make arrangements prior to the leave (if possible) and premium payment must be made to the office by the first of the month that the coverage is effective. If payment is not received within 30 days of the due date, the coverage will be canceled. This is not a Cobra event.

Under FMLA, employees are entitled to use leave on an intermittent basis for disabilities associated with the continuing care or treatment of certain conditions (or to care for a spouse, child or parent); but intermittent leave cannot be used for birth or adoption. The amount of intermittent

leave cannot exceed 12 weeks in any one 12-month period looking backward from the beginning of the leave.

Employees using FMLA on an intermittent basis must typically submit medical certification for the duration of FMLA entitlement or until the leave is no longer necessary. HHA may request a new certification or a recertification where, for example, the circumstances of the leave change or the employer receives information casting doubt on the legitimacy of the original certification. For longer term requests, HHA may request a recertification every six months.

Intermittent leave also requires fitness for duty certification of the disability. Employee utilizing intermittent leave must make a reasonable effort to schedule treatments so as not to disrupt unduly the operations of the community. Use of intermittent leave will not affect the employee's responsibility to follow regular reporting procedures for unscheduled absences.

An employee who is absent from work due to injuries received while performing his or her duties, shall have this time designated as a Leave of Absence, and FMLA time, if applicable, will be exhausted. Workers Compensation leave or modified duty time will be designated as part of the FMLA time if applicable.

Periodic reports to the Executive Director must also be made while on FMLA leave. A fitness for duty certification must be presented to the Executive Director if the leave was for the employee's own medical condition. The employee will not be permitted to work until such a certification is presented.

Under FMLA employees are entitled to return to a position equivalent in all respects to the one held prior to the leave. If a leave extends beyond 12 weeks into a Leave of Absence, HHA return rights will be governed by the Leave of Absence Policy. Employees may not engage in outside employment during FMLA Leave without the written approval of the Executive Director.

More information on this policy and Leaves of Absence in general may be obtained from the Executive Director.

8.03 MILITARY LEAVE OF ABSENCE POLICY

HHA complies fully with all federal and state laws granting leave and employment rights of employees serving in any branch of the military or other uniformed services of the United States of America. An unpaid military Leave of Absence shall be granted to eligible employees who enlist, are inducted, or are recalled to active duty in the Armed Forces of the United States or the National Guard for a period of not more than five years.

The Family and Medical Leave Act (FMLA) has expanded the leave provisions for families of US Military personnel. In addition to the law, FMLA entitles an employee 12 weeks (or 480 hours) of unpaid leave time or leave on an intermittent basis when experiencing a "qualifying exigency" due to the result of a parent, child, or spouse called to active Military duty. FMLA also entitles employees up to a total of 26 work weeks of unpaid leave during a 12-month period to care for a parent, son, daughter, spouse, or next of kin who has a serious condition or injury while on active Military duty. FMLA protection is provided to employees who are needed to care for family members in the military with a serious injury or illness incurred in the line of duty. Likewise, families of National Guard and Reserve personnel on active duty are eligible for FMLA job protected leave in order to manage activities associated with their service known as qualifying exigencies such as short notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post deployment activities and additional activities to which the employer consents. Also, an employee who is the spouse, son, daughter, parent, or next of kin of a covered service member in the National Guard or Reserves, or a retired member of the Regular Armed Forces or the Reserves is entitled to up to 26 weeks of unpaid leave for each service member and for each illness or injury incurred in a single 12-month period to care for that service member.

Such leave will protect the employee's service with HHA. All applicable accrued Annual Leave may be applied to and paid out according to the regular bi-weekly payroll cycle of HHA. However, employees are not required to use their Annual Leave time while on a military Leave of Absence.

Procedure

An employee may be granted a military Leave of Absence after submitting a properly completed Leave of Absence Request form. If the leave is planned and/or foreseeable, 30 days' notice is required. If this is not practicable, then notice should be given either that same day or the next business day of the circumstances giving rise to the FMLA leave request. It is the employee's responsibility to initiate the leave process by requesting and properly submitting an Application for Leave of Absence to your Executive Director.

Any State health insurance will continue to be provided by HHA during an unpaid military Leave of Absence for up to 30 days. Employees absent on military leave for 31 days or longer are typically eligible for family health benefit coverage from the military. They also can arrange to continue their coverage under the State health plan at their expense. More information on health care continuation rights may be obtained from MyNJ.com.

Upon satisfactory completion of military service and timely notice of intent to return to work, every effort will be made to return the employee to an equivalent position, provided the employee is qualified (or can become qualified) and organizational circumstances have not changed to the extent that it would not be possible to provide re-employment.

Employees qualifying for re-employment after a military Leave of Absence of 90 days or less are restored to their former positions. Employees qualifying for re-employment after military Leaves of Absence of 91 days or longer are restored either to their former positions or, if their former positions are not available, to jobs that are equal to their former positions in status and pay. Employees returning from military service must make a timely request for re-employment in order to qualify for reinstatement. Requests are considered timely if they are submitted within: (i) 90 days of discharge by employees whose military duty lasted longer than 180 days; or (ii) 14 days of discharge by employees who served 31 days to 180 days. Employees who serve for 30 days or less generally have one day from their discharge date to make themselves available for re-employment and a return to their scheduled work group or shift.

9. SAFETY

9.01 SAFETY

HHA places a high priority on a safe environment consistent with legal requirements. All employees are expected to cooperate in reducing the possibility of injury to self, other employees, residents, and visitors by observing the following rules:

1. Avoid and, if possible, take appropriate steps to correct an unsafe condition.
2. Report to your supervisor unsafe conditions such as:
 - a) Slippery floors
 - b) Equipment blocking stairway, exits, hallways, or public areas
 - c) Equipment left standing where there is a flow of traffic
 - d) Defective equipment
 - e) Storage of combustible materials near a flame or heat
 - f) Operating electrical equipment with wet hands
 - g) Accidents.
3. Use proper body mechanics whenever lifting or performing any strenuous work.

4. Keep informed of fire rules posted in your work area, the position of alarm boxes and extinguishers, and your duties in case of fire.
5. Any employee who engages in conduct that creates a hazard or increases the chance of injury to residents, staff members, visitors or themselves shall be subject to appropriate corrective action.

9.02 JOB RELATED INJURIES OR ILLNESSES

An employee who suffers an injury or illness related to the job must report immediately to the Executive Director, who will arrange any necessary medical treatment or first aid. A listing of six physicians approved for treatment for Workers' Compensation injuries will be provided to the employee. The employee must select one of these physicians for treatment purposes. An employee incident report must be completed promptly and submitted by the Executive Director for submission to the appropriate insurance carrier, personnel or agency, and for OSHA recordkeeping purposes.

The availability of modified duty for employees who sustain a verified work-related injury or illness while working for HHA will be reviewed on an individual basis. The purpose of modified duty is to meet the needs of employees injured in the course of employment, to aid their recovery and eventual return to their pre-injury duties. The necessity for modified duty is to be defined by the physician treating the injured person. Modified duty positions, by definition, are temporary in nature and do not establish a permanent job function or title. Modified duty is not available to employees with work restrictions due to non-work related injuries or illnesses.

HHA reserves the right at any time to eliminate any and all modified duty positions without notice. This does not affect any rights an injured employee may have to continuing medical or indemnity payments from the Workers' Compensation.

Medical care and/or hospitalization for a work-related injury or illness are covered by Workers' Compensation. An absence resulting from an injury on the job shall be designated as a leave of absence, and FMLA time, if applicable, will accrue. Health insurance should not be used to pay Workers' Compensation claims. Annual Leave pay will not be given if Workers' Compensation benefits are being received.

An employee receiving Workers' Compensation indemnity payments is entitled to maintain existing medical coverage for 12 weeks from the date of the injury. HHA contributions to health, vision, dental and/or prescription medication plan will continue for the 12-week period. The employee shall remain responsible for any dependent portion of premiums and any applicable co-payment. After the end of the 12 weeks following the injury, employees may remain on the health, prescription medication, vision and/or dental coverage plans at their own expense by exercising their COBRA rights.

A full-time employee placed on part-time status due to a Workers' Compensation injury will be entitled to maintain existing medical coverage for 12 weeks from the date of injury under the State health, dental and/or prescription medication plans. HHA contributions will continue for 12 weeks and the employee shall remain responsible for any dependent portion of premiums and any applicable co-payment. After the end of the 12 weeks following the injury, the employee may purchase the insurance at the group rate, providing he/she are working the minimum hours per week as outlined in the benefit section of this handbook. If the employee is not working the minimum hours to purchase the benefits at a group rate, he/she may exercise his/her COBRA rights at that time. There may also be situations where the employee may have additional rights to health insurance continuation in intermittent leave situations under the FMLA.

For full-time employees receiving Workers' Compensation indemnity payments, group term life insurance benefits will cease after the sixth month. Retirement Plan eligibility and plan year credit will be determined on actual hours worked during the calendar year per legal requirements and the requirements of the plan document.

An employee will be removed from the active employment rolls upon a declaration of permanent disability or completion of a 12-month absence due to a work-related injury or illness, whichever comes first.

9.03 WORKPLACE VIOLENCE AVOIDANCE

HHA has adopted a zero-tolerance policy regarding workplace violence. Consistent with this policy, intimidation, harassment, and coercion as well as acts or threats of physical violence that involve or affect HHA or that occur on HHA property will not be tolerated.

Specific examples of conduct that may be considered threats or acts of violence include, but are not limited to, the following:

- a) Hitting or shoving an individual
- b) Threatening an individual or his/her family, friends, associates or property with harm
- c) Intentional destruction or threatening to destroy HHA property
- d) Making harassing or threatening telephone calls
- e) Harassing surveillance or stalking (following or watching someone)
- f) Unauthorized possession or inappropriate use of firearms or weapons.

The prohibition against threats and acts of violence applies to all persons involved in HHA operations including, but not limited to, personnel, contract and temporary workers and anyone else on HHA property. Violations of this policy by an individual on HHA property will lead to disciplinary action, up to and including termination of employment and/or legal action as appropriate.

Threats or acts of workplace violence should be reported to the Executive Director.

**ANNUAL STATEMENT OF
HUMAN RESOURCES POLICY UNDERSTANDING**

Personnel Policy Understanding

I acknowledge that I have been provided with a copy of the HHA **Employee Handbook** and I further acknowledge that I have read and understand its content and agree to abide by the conditions set forth in these policies. I further understand that this handbook sets forth the current Human Resources policies of the organization and that the management reserves the right to alter and interpret the contents of this book at its sole discretion without advance notice. Employment and compensation may be terminated at any time, without notice, with or without cause, at the option of HHA or the Employee. Neither this handbook nor any of its provisions create a contract for any item or for any length of time.

My signature also acknowledges that I understand the HHA policies on ethics, Corporate Compliance, Privacy, and resident abuse and neglect. I do not know of any resident abuse, Corporate Compliance, Privacy Violation or ethical issue that I have not reported per HHA policy.

Employee's Name (Print) _____

Employee's Signature _____ Date _____

Witness Signature _____ Date _____